



RFQ Number: PDS201406  
 Buyer: Public Defender Services  
 Bid Opening Date: 7/10/14  
 Bid Opening Time: 1:30 PM

BID RECEIVED LATE  
 BUYER [Signature]  
 WITNESS [Signature]  
 DISQUALIFIED

\*\*\*\*Important\*\*\*\*

Please note that the items offered in Exhibit A are **NONREFUNDABLE**. All Citrix Systems licenses are nonrefundable; this is not a policy of Arx Technologies but a policy of Citrix Systems. Arx Technologies will not fill any order unless it is agreed by both parties that the purchase is nonrefundable.

I hereby accept that this purchase is nonrefundable.

I do not accept that this purchase is nonrefundable.

Authorized Representative

First Name \_\_\_\_\_ (print) Last Name \_\_\_\_\_ (print)

Signature \_\_\_\_\_ Date \_\_\_\_\_

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Exhibit A - Pricing Page

| Description  | Alternate Part Number | Alternate Part Name and Description | Unit of Measure | Unit Price | Estimated Quantity | Extended Price |
|--|-----------------------|-------------------------------------|-----------------|------------|--------------------|----------------|
| Citrix XenApp or equal with One year Maintenance and Support |                       |                                     | each            | \$ 645.00  | 35                 | \$ 22,575.00   |
|  |                       |                                     |                 |            | <b>Total</b>       | \$ 22,575.00   |

| Description                         | Alternate Part Number | Alternate Part Name and Description | Unit of Measure | Unit Price | Estimated Quantity | Extended Price |
|-------------------------------------|-----------------------|-------------------------------------|-----------------|------------|--------------------|----------------|
| Second year Maintenance and Support |                       |                                     | each            | \$ 165.00  | 35                 | \$ 5,775.00    |
|                                     |                       |                                     |                 |            | <b>Total</b>       | \$ 5,775.00    |

| Description                        | Alternate Part Number | Alternate Part Name and Description | Unit of Measure | Unit Price | Estimated Quantity | Extended Price |
|------------------------------------|-----------------------|-------------------------------------|-----------------|------------|--------------------|----------------|
| Third year Maintenance and Support |                       |                                     | each            | \$ 165.00  | 35                 | \$ 5,775.00    |
|                                    |                       |                                     |                 |            | <b>Total</b>       | \$ 5,775.00    |

| Description                         | Alternate Part Number | Alternate Part Name and Description | Unit of Measure | Unit Price | Estimated Quantity | Extended Price |
|-------------------------------------|-----------------------|-------------------------------------|-----------------|------------|--------------------|----------------|
| Fourth year Maintenance and Support |                       |                                     | each            | \$ 165.00  | 35                 | \$ 5,775.00    |
|                                     |                       |                                     |                 |            | <b>Total</b>       | \$ 5,775.00    |

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Public Defenders to establish an open-end contract for Citrix XenApp (formerly Presentation Server Platinum Edition) or equal.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means the list of item(s) identified in Section 3, Subsection 1 below.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as PDS201406.
  - 2.4 **“SSL”** means secure sockets layer
  - 2.5 **“VPN”** means virtual private network

**3. MANDATORY REQUIREMENTS:**

**Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

- 3.1. Contract Item #1 – Citrix XenApp (formerly Presentation Server Platinum Edition) or equal. The Equivalent software must be able to provide an end-to-end application delivery system that virtualizes all windows-based applications, both on the client-side and server-side, for all users at all locations.
- 3.2. This Contract Item will be added to an existing Citrix XenApp environment. Therefore an equivalent item must offer the below functionality:
  - 3.2.1. The product must be supported by LexisNexis Time Matters v. 13.1 or greater
  - 3.2.2. Must utilize SSL VPN remote access with SmartAccess control and proLoad balancing to allow for high availability regardless of maintenance or outages.
  - 3.2.3. Compatibility on Windows Server 2003 Platform and later

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- 3.2.4. Must allow administrator scalability and management options for up to 100,000 users and 1,000 servers
- 3.2.5. Mobile device management for securing mobile devices such as tablets and smartphones
- 3.2.6. Must provide single sign-on application for security on mobile touch screens application performance monitoring, desktop and laptop
- 3.2.7. The purchase cost of all licenses will include one year of maintenance and support with the option to renew licenses on an annual basis.

#### 4. CONTRACT AWARD:

- 4.1. Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2. Pricing Pages:** Vendor should complete the Pricing Pages [Exhibit A] by filling in price for each item. The extended price for each item will be automatically calculated. Vendor is to use Unit Price multiplied by Quantity equal Extended Price, which is calculated automatically for the vendor in the attachment. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [Public Defender Services, c/o Ralph McKinney, One Players Club Drive, Suite 301, Charleston, WV 25311]

- 4.3. General Information:** It is understood that the agency will likely be required to sign Vendor's terms and conditions for support (and/or licensing, etc.) in order to fully execute a Contract as a result of this solicitation. Bidders should take this into consideration when bidding this project, with the understanding that the State of WV, as a sovereign entity, may require the successful Vendor to negotiate its standard terms and conditions in order to comply with WV State law. **It is strongly preferred that all bidders include a sample of the terms and conditions they expect the Agency to sign as part of the contract.**

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**5. ORDERING AND PAYMENT:**

**5.1. Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.2. Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**5.3. Second Year Support/Warranty:**

**5.3.1.** Provide cost to the Agency, to be added by mutual Change Order upon Acceptance, for the Second Year of support, and maintenance. The pricing provided for the subsequent second, third and fourth year's support shall be fixed during the life of the contract. No price escalation terms for support will be accepted.

**5.3.2.** Bidders are to provide a single cost for the support options which meets the requirements herein, and not a series of options from which the Agency might choose.

**5.4. Third Year Support/Warranty**

**5.4.1.** Bids to meet the requirement of Section 5.3, but to be for the Third year of support, and maintenance. It is not required that the Second and Third (nor Fourth) Years match in price.

**5.5. Fourth Year Support/Warranty**

**5.5.1.** Bids to meet the requirement of Section 5.3, but to be for the Fourth year of support, and maintenance. It is not required that the Second and Third (nor Fourth) Years match in price.

**6. DELIVERY AND RETURN:**

**6.1. Delivery Time:** Vendor shall deliver standard orders within thirty (30) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

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**6.2. Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

**6.3. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**6.4. Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

**6.5. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. MISCELLANEOUS:**

**7.1. No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.

**7.2. Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

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- 7.3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 7.4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Ian Wiley  
Telephone Number: 304-955-6201  
Fax Number: 304-399-2526  
Email Address: ian.wiley@mpmswv.com

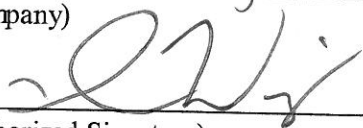


**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Arx Technologies

(Company)



(Authorized Signature)

Ian Wiley, Director Enterprise Solutions

(Representative Name, Title)

304-955-6201, 304-399-2526

(Phone Number)

(Fax Number)

7/09/2014

(Date)



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Arx Technologies

Authorized Signature: [Signature] Date: 7/09/2014

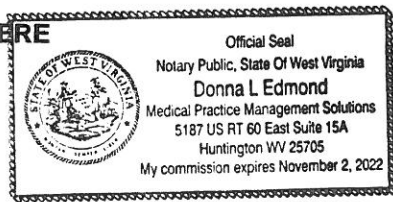
State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 9<sup>th</sup> day of July, 2014.

My Commission expires 11/2/20, 2014.

**AFFIX SEAL HERE**



**NOTARY PUBLIC** [Signature]

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

- 1. Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_