



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
AUD103500

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**BUYER 41
 304-558-0492**

RFQ COPY
 TYPE NAME/ADDRESS HERE

Software Information Systems, LLC
 200 Association Drive, Suite 210
 Charleston, WV 25311

STATE AUDITOR'S OFFICE

BUILDING 1, ROOM W100
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0230 558-2251

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/26/2010				

BID OPENING DATE: **06/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	U/GP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		939-22		\$51,824.65
<p>MAINTENANCE, COMPUTER SOFTWARE</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE OFFICE OF THE STATE AUDITOR, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO PROVIDE THE AUDITOR'S OFFICE WITH HARDWARE & SOFTWARE MAINTENANCE SERVICES AND SUPPORT FOR THEIR MAINFRAME'S DMX 950 DISK SUBSYSTEM, PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, AND THE ATTACHED BID SCHEDULE OF EQUIPMENT MODELS AND THEIR DESCRIPTIONS.</p> <p>THE EQUIPMENT IS LOCATED AT 1900 KANAWHA BLVD. E., CAPITOL COMPLEX, W-130, CHARLESTON, WV 25305.</p> <p>THE DMX4-950 AND ITS ASSOCIATED COMPONENTS REQUIRE 7X24 (PREMIUM) SUPPORT.</p> <p>VENDORS ARE TO COMPLETE THE ATTACHED BID SCHEDULE UTILIZING A UNIT PRICE BASED UPON THE YEARLY COST FOR THE SERVICE/SUPPORT. CONTRACT WILL BE AWARDED BASED UPON THE TOTAL YEARLY COST FOR BOTH HARDWARE AND SOFTWARE SERVICE/SUPPORT. IT IS THE PREFERENCE OF THE OFFICE OF THE STATE AUDITOR THAT VENDORS INVOICE FOR SAID SERVICE/SUPPORT QUARTERLY IN ARREARS.</p> <p>EXHIBIT 1</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS</p>						

RECEIVED
 2010 JUN 10 AM 10:01
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Charles D. Arnett* TELEPHONE: 304.768-1645 DATE: 6-15-2010

TITLE: Client Representative FEIN: 61-1371685 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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STATE AUDITOR'S OFFICE
 BUILDING 1, ROOM W100
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0230 558-2251

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
05/26/2010						
BID OPENING DATE: 06/15/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS, AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SUCCESSIVE ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).</p> <p>INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>COVERAGE OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF THE CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>WORKER'S COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKER'S COMPENSATION IF SUCCESSFUL.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 9/98</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

SHIP TO

STATE AUDITOR'S OFFICE
BUILDING 1, ROOM W100
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0230 558-2251

DATE PRINTED 05/26/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **06/15/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: AUD103500</p> <p>BID OPENING DATE: 06/15/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304.768-1671</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): Charles D. Amott</p> <p>***** THIS IS THE END OF RFQ AUD103500 ***** TOTAL: _____</p>						

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SIGNATURE	TELEPHONE	DATE
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Bid Schedule

**WVSAO
HARDWARE SOFTWARE SUPPORT
AUD103500**

COMPLETE AND SUBMIT FOR HARDWARE/SOFTWARE SUPPORT AS PER THE FOLLOWING:

NOTE:

- ◇ EQUIPMENT LOCATION: 1900 KANAWHA BLVD. E., CAPITOL COMPLEX, W-130, CHARLESTON, WV 25305
- ◇ DMX4-950 and its associated components is 7x24 (Premium) support

HARDWARE SUPPORT

Model Number	Model Description	Description	Unit Price		QTY	Extended Total
DMX4-SYS6-1P	DMX4 6 SLOT SYS BAY 1 PHASE	PREMIUM HARDWARE SUPPORT	5520.55	X	1	5520.55
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	4	862.64
DMX4-FB80000B	2X DMX4 8PT 4G FC FEBE 8M	PREMIUM HARDWARE SUPPORT	1259.75	X	1	1259.75
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	107.85	X	4	431.40
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	107.85	X	4	431.40
TB4-15-DIR	Equip Bay 15 Slot DR encl	PREMIUM HARDWARE SUPPORT	324.55	X	8	2596.38
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	4	862.64
DMX4-PWRMOD	DMX4 PWR MOD 24 SYS	PREMIUM HARDWARE SUPPORT	1029.70	X	1	1029.70
TB-BBU	EQUIP BAY BATTERY BACK-UP	PREMIUM HARDWARE SUPPORT	216.37	X	2	432.73
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	8	1725.28
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	3	646.98
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	4	862.64
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	3	646.98
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	4	862.64
DMX415732B	73GB 15K 72.40GB MIRR	PREMIUM HARDWARE SUPPORT	215.66	X	5	1078.70
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	107.85	X	2	215.70
DMX4-MEM-16GB	16 GB GLOBAL MEMORY DIR	PREMIUM HARDWARE SUPPORT	1643.95	X	2	3287.90
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	107.85	X	2	215.70
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	107.85	X	3	323.55
DMX415731B	73GB 15K 72.40GB ONE DRV	PREMIUM HARDWARE SUPPORT	107.85	X	3	323.55
DMX4-6-4FCB	DMX4 6 SLOT 4G FC 4PT DIR	PREMIUM HARDWARE SUPPORT	1652.00	X	4	6608.00
Total Annual Hardware Support						30324.39

Bid Schedule

**WVSAO
HARDWARE SOFTWARE SUPPORT
AUD103500**

SOFTWARE SUPPORT

Model Number	Model Description	Description	Unit Price		QTY	Extended Total
CC-PFM-C01	PFM 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	188.92	X	6	1133.52
CC-SYMPK6-BAS	EMC CONTROLCENTER 6.0 SYMMETRIX PACKAGE BASE	PREMIUM SOFTWARE SUPPORT	2770.20	X	1	2770.20
CC-ST5-C01	STS 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	224.34	X	6	1346.05
CC-ST56-BASE	EMC ControlCenter 6.1 StorageScope Base	PREMIUM SOFTWARE SUPPORT	333.50	X	1	333.50
CC-PFM6-BASE	EMC ControlCenter 6.1 Performance Manager Base	PREMIUM SOFTWARE SUPPORT	1014.30	X	1	1014.30
SMC-SW-KIT6	SMC 6.0 SOFTWARE KIT	PREMIUM SOFTWARE SUPPORT	0	X	1	0
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	492.66	X	1	492.66
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	492.66	X	1	492.66
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	492.66	X	1	492.66
PP-WN-DP	PPATH WINDOWS DEP	PREMIUM SOFTWARE SUPPORT	492.66	X	1	492.66
TF-CLN-RN-OPN	RT FOR TFCLONE ON OPEN SY	PREMIUM SOFTWARE SUPPORT	0	X	1	0
CC-OPTIM-C01	SYMM OPT 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	215.50	X	6	1293.00
TF-CLONE-BASE	TF-CLONE BASE LICENSE	PREMIUM SOFTWARE SUPPORT	3663.00	X	1	3663.00
TF-CLONE-C01	TF-CLONE 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	222.71	X	6	2236.24
CC-SYMPK-C01	SYMM PKG 1TB (0-14TB)	PREMIUM SOFTWARE SUPPORT	580.62	X	6	3483.72
CC-INST-KIT6	EMC IONIX CONTROLCENTER 6.1 INSTALLATION KIT	PREMIUM SOFTWARE SUPPORT	0	X	1	0
PP-SE-SYM	PPATH SE SYM	PREMIUM SOFTWARE SUPPORT	0	X	1	0
CC-OPTIM-BASE	SYMM OPT BASE LICENSE	PREMIUM SOFTWARE SUPPORT	2295.40	X	1	2295.40
PP-WN-KIT	POWERPATH WINDOWS KIT	PREMIUM SOFTWARE SUPPORT	0	X	1	0
PP-WN-KIT	POWERPATH WINDOWS KIT	PREMIUM SOFTWARE SUPPORT	0	X	1	0
Total Annual Software Support						27500.26

Total Annual Hardware Support 70324.39

Total Annual Software Support 27500.26

BID GRAND TOTAL 51824.65

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owned is an amount greater than one thousand dollars in the aggregate

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.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Software Information Systems LLC

Authorized Signature: [Signature] Date: 6-15-2013

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of December, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____