

March 5, 2013

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305-0130
Attention: Ms. Roberta A. Wagner

Subject: Proposal from Informatica Corporation in response to *Request for Quotation (RFQ) HHR13083: Master Data Repository Management System for the West Virginia Department of Health and Human Resources (DHHR), Office of Management Information Services (MIS)*

Ms. Wagner:

Informatica Corporation (Informatica) is pleased to provide the enclosed response to the subject RFQ to provide a perpetual license of our Master Data Management (MDM), Customizable-off-the-Shelf solution to the Department of Health and Human Resources (DHHR), Office of Management Information Services (MIS).

Informatica has read and reviewed all of the requirements set forth in RFQ Paragraph 3.0, General System Requirements, and declares that its Master Data Management Solution meets all technical requirements and functionalities listed Sections 3.1 through 3.9.2.

Informatica's proposed solution uses a flexible business model-driven MDM approach to address unique business requirements. This industry-proven, multi-domain approach improves operations by empowering users with consolidated and reliable business-critical data—such as customers, products, channel partners, suppliers—and the relationships between data. Government organizations, financial services, life sciences, manufacturing, healthcare, and retail companies, rely on Informatica MDM to master the duplicate data to improve operations and reduce costs. Informatica is confident its MDM solution will provide a technically sound, cost-effective solution to the State of West Virginia for this important and critical project.

In accordance with the RFQ instructions, we have entered our pricing information directly onto the enclosed original bid document as provided by the Purchasing Division. Our proposal quotation package contains the following:

1. **Completed Request for Quotation Form.** Informatica has thoroughly reviewed all sections and attachments of the Request for Quotation document, including "Instructions to Vendors Submitting Bids." As required, our bid has been duly signed by an authorized individual of Informatica Corporation who can commit the company, and a Notary Public signature has been obtained where designated. We have also included signed copies of all addenda issued by the Purchasing Division in acknowledgment of our receipt and understanding of changes or modifications made to the original RFQ.



2. **Attachment A, Pricing Footnotes.** We have included pricing notes to clarify certain assumptions based on our understanding of the requirements set forth in the RFQ document. This narrative is provided at Attachment A, Pricing Footnotes.
3. **Attachment B, End User License Agreement.** Attachment B to our proposal contains a copy of Informatica's End User License Agreement (EULA) for your reference. If you have questions regarding this document, please contact Mr. Paul Levy, Assistant General Counsel, at (650) 385-5015, or via email at plevy@informatica.com.
4. **Attachment C, Comments or Exceptions.** Attachment C includes Informatica's requested exceptions to certain items contained within the RFQ document, including terms and conditions, as well as comments to clarify our responses as necessary. Mr. Paul Levy, Assistant General Counsel, may be contacted directly to answer any questions regarding comments or exceptions stated in this section.

Informatica is proud of our hard-earned reputation of innovative technology and exceptional customer satisfaction. We look forward to the opportunity to partner with the DHHR to provide your organization with our industry leading software solutions. Should you require additional information regarding our overall quotation, please contact me directly, or Ms. Autumn Nolan, Territory Sales Manager, at (703) 234-8543 or anolan@informatica.com.

Sincerely,

A handwritten signature in black ink, appearing to read "William Sullivan".

William "Bill" Sullivan
Vice President/General Manager, Public Sector
Informatica Corporation



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

Solicitation

NUMBER
HHR13083

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 ROBERTA WAGNER
 304-558-0067

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Informatica Corporation
 100 Cardinal Way
 Redwood City, CA 94063

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH ENVIRO HLTH SERVICES
 350 CAPITOL STREET, ROOM 313
 CHARLESTON, WV
 25301-1757 304-558-8582

DATE PRINTED
02/01/2013

BID OPENING DATE: 03/07/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		099-00-01-001	\$243,750	\$243,750 See Pricing Footnote #1
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), OFFICE OF MANAGEMENT INFORMATION SERVICES (MIS) REQUEST A QUOTE TO PROVIDE A MASTER DATA REPOSITORY MANAGEMENT SYSTEM, CUSTOMIZABLE OFF THE SHELF PRODUCT PER THE ATTACHED INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS. BID OPENING: MARCH 7, 2013 AT 1:30 PM MASTER DATA MANAGEMENT SOFTWARE (MDM HUB)						
0002	3,560,000	EA		099-00-01-001	.06	\$153,600 See Pricing Footnote #2
INFORMATICA OR EQUAL PER THE ATTACHED SPECS. UNCONSOLIDATED CUSTOMER RECORDS						
0003	140,000	EA		099-00-01-001	.25	\$35,000
UNCONSOLIDATED BUSINESS RECORDS						

SIGNATURE <i>William J. Sullivan</i>	WILLIAM J. SULLIVAN	TELEPHONE (703) 234-8527	DATE March 05, 2013
TITLE VPM Public Sector	FAX 77-0333710	ADDRESS CHANGES TO BE NOTED ABOVE	

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



State of West Virginia
 Department of Administration
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BID OPENING DATE 03/07/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0004	10	EA		099-00-01-001		See Pricing Footnote #3
				DATA STEWARD INTERFACE		
					\$80,400	\$80,400
0005	1	EA		099-00-01-001		See Pricing Footnote #4
				REAL TIME EXTRACT TRANSFORM AND LOAD (ETL)		
					\$86,500	\$86,500
0006	1	EA		099-00-01-001		See Pricing Footnote #5
				DATA QUALITY		
					\$119.850	\$119,850
0007	1	YR		099-00-01-001		
				YEAR ONE TOTAL ANNUAL SUPPORT WITH ABOVE REFERENCED PRODUCTS.		

SIGNATURE 	WILLIAM J. SULLIVAN	TELEPHONE (703) 234-8527	DATE March 05, 2013
TITLE VP/GM Public Sector	FEIN 77-0333710	ADDRESS CHANGES TO BE NOTED ABOVE	



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BID OPENING DATE: 03/07/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0008	1	YR		099-00-01-001	\$125,842.50	\$125,842.50
YEAR TWO TOTAL ANNUAL SUPPORT WITH ABOVE REFERENCED PRODUCTS.						
0009	1	YR		099-00-01-001	\$132,134.63	\$132,134.63
YEAR THREE TOTAL ANNUAL SUPPORT WITH ABOVE REFERENCED PRODUCTS.						
0010	1	YR		099-00-01-001	\$138,741.36	\$138,741.36
YEAR FOUR TOTAL ANNUAL SUPPORT WITH ABOVE REFERENCED PRODUCTS.						
0011	4	YR		099-00-01-001	\$5,000.00	\$5,000.00
ADDRESS CLEANSING SUBSCRIPTION (YEARLY)						

SIGNATURE	William J. Sullivan	TELEPHONE (703) 234-8527	DATE March 05, 2013
TITLE VP/GM Public Sector	FEIN 77-0333710	ADDRESS CHANGES TO BE NOTED ABOVE	

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BID OPENING DATE: 03/07/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0012	3	EA		099-00-01-001	\$21,268	\$21,268
	INSTRUCTOR LED TRAINING DAYS (UP TO 12 STUDENTS PER DAY).					
0013	80	HR		099-00-01-001	\$22,400	\$22,400
	CONSULTING SERVICES (HOURS) FOR INSTALLATION AND CONFIGURATION OF THE MDM SOFTWARE FOR PRODUCTION AND TESTING ENVIRONMENTS.					
***** THIS IS THE END OF RFQ HHR13083 ***** TOTAL:						\$1,164,486.48

SIGNATURE 	WILLIAM J. SULLIVAN	TELEPHONE (703) 234-8527	DATE March 05, 2013
TITLE VP/IGM Public Sector	FAX 77-0333710	ADDRESS CHANGES TO BE NOTED ABOVE	

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

--

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

--

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: February 20, 2013 by 5:00 pm

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Roberta.A.Wagner@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: | | Technical
 | | Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

March 7, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

Upon Award

and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three (3) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

| **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of [redacted]. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

| **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

| **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| **Commercial General Liability Insurance:**
\$1,000,000.00 minimum [redacted] or more.

| **Builders Risk Insurance:** builders risk all risk insurance in an amount equal to 100% of the amount of the Contract.

<input type="checkbox"/>	[redacted]
<input type="checkbox"/>	[redacted]
<input type="checkbox"/>	[redacted]
<input type="checkbox"/>	[redacted]
<input type="checkbox"/>	[redacted]

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[]	[]	
[]	[]	
[]	[]	
[]	[]	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/vwagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- | Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- | | Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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HHR13083 Master Data Management

- 1 **PURPOSE:**

The West Virginia Purchasing Division is soliciting bids on behalf of the Department and Health and Human Resources, Office of Management Information Services (MIS) to establish a contract for the one time purchase of a Master Data Management Customizable off the Shelf product.
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 purchase of licenses for Informatica or equal, a Master Data Management Customizable off the Shelf product. The purchase will include installation services by the vendor and four (4) years of support for all installations of the software on all of the servers.
 - 2.2 "Pricing Page" means the page upon which Vendor should list its proposed price for the Contract Items in the manner requested. 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 (RFQ) published by the Purchasing Division and identified as HHR13083.
- 3.0 **GENERAL SYSTEM REQUIREMENTS:** Contract Item must meet or exceed the mandatory requirements listed below. Provide the following required functionality as a proven and integrated suite of products. The required functionalities include:
 - 3.1 Master Data Repository, including management of master data definitions/metadata, master data instances and master data history, through a persistent "master record".
 - 3.1.1 The solution must contain a persistent repository to store master client records and associated information, including:
 - 3.1.1.1 Instance master data
 - 3.1.1.2 Definition master data
 - 3.1.1.3 History data
 - 3.1.1.4 Metadata
 - 3.1.2 The solution must provide a proven data model:
 - 3.1.2.1 All data elements in the model can be physically implemented as presented in the model.
 - 3.1.2.2 Business rules can be applied to all data elements.
 - 3.1.2.3 All elements can be exposed via configurable services.

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- 3.1.3 The solution must provide an extensible data model where additional entity types can be user-defined.
 - 3.1.3.1 New entities can be created with data elements and relationships to existing entities.
 - 3.1.3.2 Content can be added to all data elements.
 - 3.1.3.3 Business rules can be applied to all data elements.
 - 3.1.3.4 All data elements can be exposed via configurable services.
- 3.1.4 Multiple Master Domain Support - The solution must support multiple master data domains simultaneously, including client, vendors/provider, services, health plans, benefits, chart of accounts and location with scalability for additional master data domains.
- 3.1.5 The solution must uniquely identify a client using business defined rules.
- 3.1.6 The solution must assign an enterprise-wide unique identifier to a master record.
- 3.1.7 The solution must record the mapping of the unique record identifier with the unique ID of each of the source systems.
- 3.1.8 The solution must record the source for each element in each record in the repository. The source must include the source system ID as well as the unique records identifier within the source system.
- 3.1.9 The solution must provide a graphical user interface to create and configure entity lifecycle management services to read, add, update and delete master records.
- 3.1.10 Data quality management and data stewardship.
- 3.1.11 The solution must provide the functionality to modify the name and address standardization algorithms through a graphical user interface.
- 3.1.12 The solution must be able to identify duplicate master data records using pre-defined matching algorithms.

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- 3.1.13 The solution must provide a graphical user interface to define rules for matching and merging of data.
- 3.1.14 The solution must provide a graphical user interface for viewing a list of suspected duplicate master records, based on the search parameters, that includes the following:
 - 3.1.14.1 Source records and all suspected duplicates for those records.
 - 3.1.14.2 Indication if system matching rules detected a best match.
 - 3.1.14.3 Indication if match scores are above a user-defined threshold.
 - 3.1.14.4 The solution must provide a graphical user interface to flag the records for workflow that includes:
 - 3.1.14.4.1 Marking and unmarking suspected duplicates;
 - 3.1.14.4.2 Manually marking records as suspected duplicates; and
 - 3.1.14.4.3 Removing the suspected duplicate marking.
- 3.1.15 The solution must include a graphical user interface to:
 - 3.15.1 Merge two or more records into a single record;
 - 3.15.2 Unmerge previously-merged records;
 - 3.15.3 Maintain full traceability of the source records with a complete audit trail.
- 3.1.16 The solution must include a graphical user interface to indicate a preferred source for a specific data element, such that data from that source takes priority over data from other sources.
- 3.1.17 The solution must provide a graphical user interface to add, modify and delete validation rules for specific data elements maintained in the repository. Types of validation rules that can be added, modified and deleted must include the following:
 - 3.17.1 Data element formats;
 - 3.17.2 Data element consistency validations;

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- 3.17.3 Checks on minimum and maximum permissible length;
- 3.17.4 Conditional validation rules.

- 3.1.18 The solution must apply validation rules to all data inserted and updated into the repository at the time of insertion or update.

- 3.1.19 The solution must ensure that an address is a valid delivery address according to the United States Postal Service.

- 3.1.20 The solution must maintain multiple records on the same data element if the data element is provided from different source systems.

- 3.1.21 The solution must support on line real time input from the source systems with minimal impact on performance for the MDM or the source systems.

- 3.1.22 The solution must interface real time with all department on line systems that are used to provide matching and clearance processes for applicants, clients, recipients, vendors and service providers.

- 3.1.23 The solution must provide a graphical user interface for the Data Stewards.

- 3.1.24 The solution must provide a configurable user interface.

- 3.1.25 The solution must provide a point and click user interface to create and configure business logic and workflow.

- 3.1.26 The solution must provide a user interface that permits the configuration of validation rules, merge and matching rules, notification rules, cross referencing, audit trail history, data elements and data entity relationships.

- 3.1.27 The solution must provide a user interface to add, modify, delete and query all data.

- 3.1.28 The solution must provide the ability for the Data Stewards to add entities and reconfigure relationships through a graphical user interface.

- 3.1.29 The solution must provide the ability through the user interface to see raw data, including data type and column attributes.

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- 3.1.30 The solution must be able to provide on the graphical user interface, a visual presentation of data through graphs and score cards to monitor data quality.
- 3.1.31 The solution must provide a visual representation on the graphical user interface of data that allows for trend analysis of the data quality within and across data sources.
- 3.1.32 The solution must provide a visual view within the user interface to dashboard metadata for quality and accuracy.
- 3.1.33 The solution must provide within the user interface the capability to perform a side by side comparison of data from one or more sources for the Data Stewards.
- 3.1.34 The solution must provide within the user interface, a change history accessible through both a tabular format and entity diagrams with the capability to move through the change history via a graphical timeline.
- 3.1.35 The solution must display within the user interface household composition and client relationships through both a tabular format and an entity diagram with the capability to add, modify or delete data via the diagram.
- 3.1.36 The user interface must employ icons and visual cues to enhance system usability.
- 3.1.37 The solution must provide within the user interface, visual cues, flags and alerts based on the business and validation rules.
- 3.1.38 The solution must provide within the user interface familiar drop down lists, tree and tab navigation.
- 3.1.39 The solution's Master Data Management hub must have the ability to visualize relationships amongst entities beyond individuals and organizations.

3.2 Integration

- 3.2.1 The solution must provide for authoring, including master data entity definition, master data authoring and master data relationships and groupings authoring.
- 3.2.2 The solution must provide master data event management, including event or time based business rules.

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- 3.2.3 The solution must provide for event or time bases business rules.
- 3.2.4 The solution must provide the functionality for data governance at the source system level and entire MDM.
- 3.2.5 The solution must provide the functionality for policy management.
- 3.2.6 The solution must provide notification functionality to Data Stewards and the source system for defined events.
- 3.2.7 The solution must provide a configurable workflow graphical user interface to specify the tasks for handling data management processes. This must include the ability to specify manual and automated tasks.
- 3.2.8 The solution must implement the following workflows: notifying data stewards of possible duplicates, tracking approval of resolution, propagating changes to master records and scheduled processes to detect duplicates.
- 3.2.9 The solution must trigger workflows by configurable master data event, configurable schedule and user requests.
- 3.2.10 For each execution of a workflow, the Solution must record, at a minimum, the following execution logging for all transactions including:
 - 3.2.10.1 Start time;
 - 3.2.10.2 End time;
 - 3.2.10.3 Result;
 - 3.2.10.4 Error;
 - 3.2.10.5 User logon account;
 - 3.2.10.6 System or process identifier.
- 3.2.11 The solution must be capable of importing an existing industry standard or enterprise data model.
- 3.2.12 The solution must provide a configurable Data Steward User Interface via a web browser that does not require configuration by a programmer or developer.

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3.3 Identity Matching and Identity Resolution

3.3.1 The solution must support a combination of the listed matching techniques with each able to address a particular class of data matching:

- 3.3.1.1 Fuzzy matching;
- 3.3.1.2 Phonetic matching;
- 3.3.1.3 Deterministic matching;
- 3.3.1.4 Probabilistic matching;
- 3.3.1.5 Heuristic matching;
- 3.3.1.6 Linguistic matching;
- 3.3.1.7 Empirical matching.

3.3.2 The solution must provide the matching and search capability that is available through a web service with a graphical user interface.

3.3.3 The solution must be capable of modeling complex business to business and business to consumer hierarchies along with the definitions of those master data entities within the same MDM platform.

3.3.4 The solution platform must automatically generate changes to the Service Oriented Architecture (SOA) services whenever the data model is updated with new attributes, entities or sources.

3.3.5 The solution must synchronize master data with both operational and analytical applications to support real time business processes and reporting across multiple bureaus.

3.3.6 The solution must provide for centralized data cleansing within the MDM.

3.3.7 The solution's MDM hub must support a diverse set of technical requirements and a hub that requires less modification to the source systems.

3.3.8 The solution must have the ability to execute identity matches on line real time and return the results to the requesting source system minimal with impact to the work flow of the requesting system or MDM.

3.3.9 The solution must have the ability to exempt an individual or a specific data element from matching that is dependent on the source system specifications or business rules.

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3.4 Security

- 3.4.1 The Solution must implement secure interfaces, including dedicated and encrypted links to source applications (Db2 on the DHHR Mainframe, PowerBuilder on ORACLE, Microsoft.net on ORACLE, Java on the DHHR Mainframe, and Access on SQL Server.
- 3.4.2 The solution must support client certificates for authentication.
- 3.4.3 The solution must support strong password functionality that can be configured by the system administrator including the following:
 - 3.4.3.1 Length of the password;
 - 3.4.3.2 Types and number of characters required (numbers, symbols, uppercase letters, and lowercase letters);
 - 3.4.3.3 Password change interval in days;
 - 3.4.3.4 User password expiration notification in days.
- 3.4.4 The solution must provide role-based security and functionality to establish user roles through a graphical user interface.
- 3.4.5 The solution must use an established method of data security through strong encryption, minimum of 128-bit, in all external communication.
- 3.4.6 The solution must monitor and report any unauthorized access attempts to the system administrator.
- 3.4.7 The solution must store all passwords in an industry standard encrypted format.
- 3.4.8 The solution must provide for the protection of individuals or data identified confidential or sensitive by the source system or data governance rules.
- 3.4.9 The solution must control access in a fine grained manner that supports row and attribute level security.
- 3.4.10 The solution must automatically alert data managers and system administrators of any attempted breaches or security or query anomalies.

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- 3.4.11 The solution must provide an administrative user role that has the capability to reset passwords, modify user status, authority to restrict user account access by system function (query, export, report, etc.) and authority to configure the strong password functionality parameters.
 - 3.4.12 The solution must not use schema owner or other privileged user to connect to the database.
 - 3.4.13 The solution must use least privilege to connect to the database.
 - 3.4.14 The solution must prevent the user utilized to connect to the database from being the same user connecting to the database for other administrative processes.
 - 3.4.15 The solution must have been subjected to a Security Audit within the past 3 years and from that audit received a passing rating.
 - 3.4.16 The solution must not allow any SQL, either static or dynamic, executed on any web page.
- 3.5 Auditing
- 3.5.1 The solution must record and maintain a full audit trail of all changes and deletions to the master record including:
 - 3.5.1.1 Record that the master record was changed or deleted;
 - 3.5.1.2 Record the name of the individual or system that is the source of the change or deletion;
 - 3.5.1.3 The date and time of the change or deletion.
 - 3.5.2 The solution must record the reason for the change in an Audit Trail when the master record is updated manually.
 - 3.5.3 The solution must record the reason for change in the Audit Trail when a master record is updated manually.
 - 3.5.4 The solution must record and maintain a full audit trail of queries to the master record that includes the record queried, the name of the individual or system that is the source of the query and the date/time of the query.
 - 3.5.5 The solution must retain all previous versions of master data either on-line or through archiving process.

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HHR13083 Master Data Management

- 3.5.6 The solution must provide a graphical user interface to roll back to any previous version of a master data record.
 - 3.5.7 The solution must enforce access rights at the attribute level.
 - 3.5.8 The solution must provide a graphical user interface to configure and manage security and access rights.
 - 3.5.9 The solution must maintain a record of all failed queries and include at a minimum the date, name of the person executing the query and the reason for failure.
- 3.6 Reporting
- 3.6.1 The solution must provide an integrated reporting environment.
 - 3.6.2 The solution's integrated reporting environment must include pre-packages reporting functions for the following data:
 - 3.6.2.1 System performance;
 - 3.6.2.2 Data quality;
 - 3.6.2.3 Scheduling;
 - 3.6.2.4 Exception conditions;
 - 3.6.2.5 Workflow activity status;
 - 3.6.2.6 Users and usage;
 - 3.6.2.7 Audit trail.
 - 3.6.3 The Solution must enable a user to execute reports through the graphical user interface.
 - 3.6.4 The solution must be able to export data to Microsoft Word 2007 and 2010 and Microsoft Excel 2007 and 2010 format.
 - 3.6.5 The solution must interface with the WV DHHR existing data warehouse Business Intelligence tool, COGNOS.
 - 3.6.7 The solution must provide for multiple levels of data archiving, including but not limited to: automated archive of all records, automated archive of specific data while maintaining current data on line, automated and manual archive retrieval with full restoration of archived data and the capability to return data to archive manually or automatically.

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3.7 System Management

3.7.1 Solution must provide Application Programming Interfaces (API) – Create, Read, Update and Delete (CRUD) services must be available via common application programming interfaces including:

3.7.1.1 Native Java API for data access, extension and customization;

3.7.1.2 Remote access API via Web Services Interoperability (WS-I) Basic Profile 1.0/1.1 and WS-I Security Profile 1.0 compliant web services;

3.7.1.3 Remote access API via Microsoft .NET 3.5 or higher interfaces.

3.7.2 The Solution must be able to exchange messages with common middleware environments, such as Software AG's Entire X and IBM's MQSeries, in both asynchronous and synchronous modes, using WS-I Basic Profile 1.0/1.1 and WS-I Security Profile 1.0 compliant web services.

3.7.3 The Solution must synchronize master records with source systems, using a transactional approach in real time and batch processing and must include the following:

3.7.3.1 This must include file system-based publish and subscribe supported by the following formats: csv and xml;

3.7.3.2 Messaging based publish and subscribe;

3.7.3.3 Point to point.

3.8 Software/Architect Requirements

3.8.1 The solution must support configuration allowing independence from the underlying hardware architecture that allows for proven upgrade paths to new versions.

3.8.2 The solution will preserve and protect installation specific configuration items across upgrades to the Solution including Help Screens, content, metadata, connectors, and application integration capabilities.

3.8.3 The Solution must deliver, enable and support a component-based deployment approach.

3.8.4 The Solution must be able to operate in the existing infrastructure environment for the WV DHHR.

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- 3.8.5 The solution must enable the implementation of an n-tier architecture design to divide the system into loosely-coupled service tiers.
- 3.8.6 The Solution must enable the deployment of individual components on separate hardware platforms as may be required to support scalability.
- 3.8.7 The Solution must support authentication through each of the following protocols and mechanisms: Lightweight Directory Access Protocol (LDAP) v3, Active Directory or other messaging systems.
- 3.8.8 The Solution must make use of Simple Mail Transfer Protocol (SMTP) compliant e-mail systems for the forwarding of notifications.
- 3.8.9 The solution must be compatible with the existing DHHR and West Virginia Office of Technology information technology environment.
- 3.8.10 The Software Solution must be scalable so that it will continue to function as data sets change in size and as additional domains are managed as master data. Scalability capabilities must include:
 - 3.8.10.1 Utilization of load sharing capability as provided by the underlying technical infrastructure;
 - 3.8.10.2 Utilization of system virtualization capability as provided by the underlying technical infrastructure;
 - 3.8.10.3 Processing of operations in parallel on a single and/or multiple hosts as necessary;
 - 3.8.10.4 Real time and batch data input from multiple source systems simultaneously.

3.9 Consulting Services and Training

- 3.9.1 The Vendor must provide Instructor Led Training Days (up to 12 students per day) for data stewards and business analysts.
- 3.9.2 The Vendor must provide Consulting Services for the Installation and Configuration of the environments.

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4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the 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 Page: Vendor should complete the Pricing Page by completing the unit price and extending the cost. The vendor should total all costs and list in the grand total amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Bid Evaluation Page to prevent errors in the evaluation.

5. PAYMENT:

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

6. DELIVERY AND RETURN:

6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at Office of Management Information Services
One Davis Square
321 Capitol St. Suite 200
Charleston, WV 25301

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party. Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

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

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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.

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EXHIBIT A

Quantity	Description	Unit Price	Amount
1 ¹ Each	MDM Hub	\$ 243,750.00	\$ 243,750.00 See Pricing Footnote #1
3,560,000 Each	Unconsolidated Customer Records	\$.06	\$ 153,600.00 See Pricing Footnote #2
140,000 Each	Unconsolidated Business Records	\$.25	\$ 35,000.00
10 Each	Data Steward Interface	\$ _____	\$ _____ See Pricing Footnote #3
1 Each	Real Time Extract Transform and Load (ETL)	\$ 80,400.00	\$ 80,400.00 See Pricing Footnote #4
1 Each	Data Quality	\$ 86,500.00	\$ 86,500.00 See Pricing Footnote #5
1 Year	Year 1 Total Annual Support with above referenced products	\$ 119,850.00	\$ 119,850.00
1 Year	Year 2 Total Annual Support with above referenced products	\$ 125,842.50	\$ 125,842.50
1 Year	Year 3 Total Annual Support with above referenced products	\$ 132,134.63	\$ 132,134.63
1 Year	Year 4 Total Annual Support with above referenced products	\$ 138,741.36	\$ 138,741.36
4 Years	Address Cleansing Subscription (yearly)	\$ 5,000.00	\$ 5,000.00
3 Each	Instructor Led Training Days (3 days training X 12 students per day)	\$ 21,268.00	\$ 21,268.00

¹ The target server contains 1 quad core servers (i.e., each contains 4 cores). Sufficient licenses are required for this configuration. The initial installation is intended for 3 source systems. To share data to/from the MDM hub, 3 target systems is intended for initial installation.

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80 Hours	Consulting Services (hours) for Installation and Configuration of the MDM software for production and testing environments	\$ 22,400.00	\$ 22,400.00
Grand Total Amount			\$ 1,160,175.89

Vendor Name: Informatica Corporation


Vendor Address: 100 Cardinal Way
Redwood City, CA 94063

Remit to Address: 100 Cardinal Way
Redwood City, CA 94063

Phone #: (650) 385-5000

Fax #: (650) 385-5500

E-mail: anolan@informatica.com

Signature:  William J. Sullivan
Date March 05, 2013

Award will be made to the vendor with the lowest grand total amount meeting specifications.

VENDOR PREFERENCE CERTIFICATE NOT APPLICABLE

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 Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident 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% resident 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% resident 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% resident 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% resident 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% resident 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: Informatica Corporation

Signed:  William J. Sullivan

Date: March 05, 2013

Title: VP/GM Public Sector

RFQ No. HHR13083STATE 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.

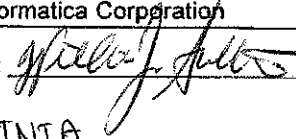
DEFINITIONS:

"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 exceeds 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: Informatica CorporationAuthorized Signature:  William J. Sullivan Date: March 05, 2013State of VIRGINIACounty of FAIRFAX, to-wit:Taken, subscribed, and sworn to before me this 02 day of MARCH, 2013My Commission expires JANUARY, 31, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC *Purchasing Affidavit (Revised 07/01/2012)*

MUHAMMAD ZOHAIB AWAN
NOTARY PUBLIC
REGISTRATION # 7106320
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JAN 31ST, 2016

WV-96A
Rev. 12/12

AGREEMENT ADDENDUM FOR SOFTWARE

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision in the agreement limiting the Vendor's liability for direct damages is hereby deleted. Vendor's liability under the agreement shall not exceed three times the total value of the agreement. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Informatica Corporation

Signed:  William J. Sullivan

Title: VP/GM Public Sector

Date: March 05, 2013

ATTACHMENT
P.O.# HUR13083

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder

Agreed

William J. Sullivan 3/5/13
Signature Date
William J. Sullivan March 05, 2013

VP/GM Public Sector

Title

Informatica Corporation

Company Name

Signature Date

Title

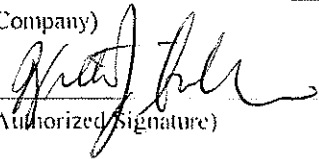
Agency/Division

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.

Informatica Corporation

(Company)


(Authorized Signature)

William J. Sullivan, VP/GM Public Sector

(Representative Name, Title)

(703) 234-8527

(Phone Number)

(650) 385-5500

(Fax Number)

March 05, 2013

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: IHR13083

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

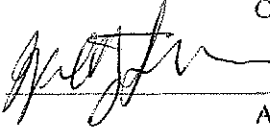
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Informatica Corporation
 Company


 William J. Sullivan
 Authorized Signature

March 05, 2013
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



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

Solicitation

NUMBER
HHR13083

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES

WVDHHR/MIS
 One Davis Square, Suite 200
 Charleston WV 25301
 Tel # 304-558-5906

DATE PRINTED
02/25/2013

BID OPENING DATE: 03/07/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 01						
1. ADDENDUM ISSUED TO PROVIDE ANSWER TO QUESTIONS REGARDING THE ORIGINAL RFQ SUBMITTED. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGEMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO. 01 *****						

SIGNATURE 	William J. Sullivan	TELEPHONE (703)234-8527	DATE March 05, 2013
TITLE V/P GM Public Sector	FEIN 77-0333710	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: HHR13083

Addendum Number: 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To provide Answers to Questions regarding the original RFQ.
2. To provide Addendum Acknowledgement.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Response to questions from vendor for HHR13083

1. We would like to attain a better understanding of the overall project and business drivers. Can HHR provide us with additional information regarding uses cases around MDM?

The Master Data Management (MDM) solution supports secure information sharing across DHHR Applications using common identifiers for individuals, employers, health plans and health providers. This unique identifier provides a multi-dimensional cross-reference that captures individual identifiers within system(s) and across agencies and links these identifiers to the "golden record" stored in the Master Data Hub.

2. In the pricing and services section there are 80 hours of services detailed. What are HHR's expectations for these 80 hours and what do you hope to accomplish with them?

Consulting services for the installation and configuration of the MDM software for the production and testing environments.

3. We would appreciate additional clarifications regarding the data sources that will be feeding the hub.

The initial installation is intended for three source systems: the Medicaid Management Information System, the RAPIDS System (IV-A) and the FACTS System (IV-E).

4. How many consuming systems will data need to be sent to?

For the initial installation there are 3 target systems: the Medicaid Management Information System, the RAPIDS System (IV-A) and the FACTS System (IV-E).

5. Please describe your definition of persistent records.

Master data can be stored in the MDM Hub and all changes to the master data is tracked within the MDM.

6. How many unique identities are contained in these persistent records?

Unknown at this time.

7. How many individuals will be required to attend the training? What functions are HHR looking for and what needs to be accomplished in this training?

Up to 12 trainees including the MDM Data Stewards and Technical staff.

8. Is it okay to assume that address verification will be needed for the initial load and will only be needed for new records in normal operations?

Yes

9. Can you please elaborate on the specific requirements for ETL?

The ETL will extract data from the source systems and load the data to the Master Data staging area.

10. Can the state please confirm that no additional copies, electronic or otherwise, are required from responders other than a single copy of both the technical and cost proposals?

Vendor shall submit one original technical and one original cost.

11. Page 33 Section 6.1 Shipment and Delivery
Informatica software is delivered electronically. Could you please provide a valid email address to which the software should be sent?

Contact information will be given to the successful vendor upon award.

12. General Question(s)
Once the bids have been received and opened, what is the anticipated award date?

We estimate 10 days.

*******Correction*******

Change Ship to Address and Invoice to Address from:
BPH Enviro Hlth Service
350 Capitol Street, Room 313
Charleston, WV 25301

Change Ship to address and Invoice Address To:
WVDHHR/MIS
One Davis Square, Suite 200
Charleston, WV 25301

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR13083

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Informatica Corporation

Company



William J. Sullivan

Authorized Signature

March 05, 2013

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Pricing Foot Notes

Footnote #1

Master Data Management Software (MDM HUB) Pricing Includes:

- Data Domain (1)
- Unconsolidated Records (1,000,000 Records)
- Informatica Data Director Named Users (10 Users)
- Informatica Data Quality Software Adapter
- Identity Resolution Country Population (1 Population)

Footnote #2

Unconsolidated Customer Records (2,560,000 Records Quoted)

- 1,000,000 Records Included in MDM Hub Price

Footnote #3

Data Steward Interface

- 10 Named Users of Data Director Included in MDM Hub Price

Footnote #4

Real Time Extract Transform and Load (ETL) Pricing Includes:

- Power Center Real Time Edition (4 Cores)
- Power Exchange for Mainframe (4 Cores)
- Power Exchange for Web Services
- Power Exchange for Oracle

Footnote #5

Data Quality Pricing Includes:

- Data Quality (4 Cores)
- Identity Match Option (4 Cores)
- Data Quality Accelerator (1 Population)

LICENSE TO USE INFORMATICA SOFTWARE AND PROFESSIONAL SERVICES AGREEMENT

This License to Use Informatica Software and Professional Services Agreement ("Agreement") is entered into between Informatica Corporation ("Informatica") and _____ ("Customer") as of the last date signed below ("Effective Date").

1. LICENSE GRANT

1.1 Informatica grants to Customer and its Affiliates a non-exclusive, non-transferable, non-sublicensable and perpetual (unless terminated as provided herein) license to use, in object code format, Informatica's software identified in each Exhibit A executed by the parties ("Software"), subject to the terms, conditions and restrictions set forth herein and therein. Affiliates shall mean any corporation or other business entity which controls, is controlled by or is under common control with Customer through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interests of a non-corporate entity.

1.2 Use of the Software shall be limited to the internal data processing and computing needs of Customer and its Affiliates and to the terms and conditions set forth in the Software's *Informatica Product Description Schedule* current at the time of licensing, a copy of which shall be made available to Customer upon request. Customer shall not make the Software available to unauthorized third parties. The Software may not be used for service bureau purposes or to provide a service directly or indirectly to third parties, including, without limitation, for the creation or manipulation of data to be sent to a third party or for the processing of data provided by a third party. Customer may not sublicense, rent or lease the Software for third-party training or commercial time-sharing. Customer shall not distribute, sell, sublicense or otherwise transfer copies of the Software or any portion thereof, and shall not use the Software except as expressly permitted hereunder. No third-party software that is provided with the Software may be used independently from the Informatica Software. Unless otherwise mutually agreed in writing and except to the extent required to obtain interoperability with other independently created software or as specified by law, Customer further agrees not to adapt, translate, reverse engineer, decompile or otherwise derive the source code for the Software or any of the related features of the Software or to allow third parties to do so.

1.3 For each copy of the Software licensed, Customer may only install one (1) copy of the Software on equipment located in the country identified in the 'Ship To' address on the applicable Exhibit A. Customer shall inform Informatica in writing in advance of any change in the equipment upon which the Software is installed or the location of such equipment. Additional installations or quantities of the Software, or any relocation of the Software outside the 'Ship To' country shall require additional licenses. Except for a reasonable number of copies of the Software for back-up purposes, Customer shall have no right to copy the Software. All titles, trademarks and copyright and restricted notices shall be reproduced in such copies.

1.4 Customer shall have the right to print copies of the softbound version of the documentation provided with the Software ("Documentation") in the form generally available and post the PDF format of the Documentation on Customer's own intranet solely for Customer's internal use. Customer shall not have the right to make copies of the hardbound version of the Documentation.

1.5 Customer acknowledges that Informatica owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software. Any references to "sale" or "purchase" of the Software shall be deemed to mean "license" in accordance with the terms contained in this Agreement. Customer agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output. Informatica reserves all rights not expressly granted to Customer in this Agreement.

2. SUPPORT SERVICES

2.1 Subject to payment of the applicable annual Support Services fee ("Support Fees"), Informatica agrees to provide the following support services ("Support Services") for the Software, with such Support Services to commence upon delivery of the Software:

(a) Error Correction. Upon receipt from Customer of notice of a problem with the Software (which problem can be reproduced at an Informatica support facility or via remote access to Customer's facility), Informatica shall use reasonable efforts to correct or circumvent the problem.

(b) Updates. Informatica shall notify Customer of all new maintenance releases (collectively "Updates") for the Software. Informatica shall make available to Customer, at no additional charge, all currently supported Updates that are developed or published by Informatica and made generally commercially available to Informatica Support Services customers at no additional charge. Updates shall not include any option or future products which Informatica licenses separately.

(c) Product Lifespan. A product release of the Software shall be supported for a period of eighteen (18) months from the date of general availability of a subsequent major product release. For example, release 8.x shall only be supported for a period of eighteen (18) months after the general availability of release 9.0.

(d) Assistance. Informatica shall provide Customer with access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems. The hours for such assistance depend on the level of Support Services purchased by Customer and are posted for Customer's reference on the customer Support Services portal.

2.2 If Customer cancels Support Services for the Software, Customer may continue to use the Software pursuant to the license granted hereunder, but will not be entitled to receive Support Services for such Software. To reinstate Support Services, Customer must pay to Informatica all accumulated Support Fees for the period during which Customer did not purchase Support Services and the Support Fees for the annual term in which Customer re-enrolls the Software licenses under Support Services. Customer must also upgrade the Software to a Software release supported by Informatica pursuant to Section 2.1(c) above.

2.3 If Customer chooses to install Updates made available pursuant to this Agreement, Customer must uninstall and cease use of all previous versions of the Software so that Customer's use of the Software corresponds to the number of licenses purchased for the Software.

3. FEES, CHARGES, TAXES AND DELIVERY

3.1 The total license and initial annual Support Fees shall be invoiced upon delivery of the Software. The Support Fees for subsequent years will be invoiced annually following Customer's acknowledgement of Informatica's quote for Support Services which quote will be issued approximately sixty (60) days prior to the start of each such annual Support Services term.

3.2 The initial annual Support Fees for the first year of Support Services shall be as specified on the Exhibit A. After the first year of Support Services, the annual Support Services renewal fee shall be the annualized fee paid in the prior year, plus an increase based on the most recently available percentage change in the Consumer Price Index-All Urban Consumers (1982-1984 = 100) for the prior twelve (12) month period.

3.3 All invoices for Software and any services rendered under this Agreement shall be due and payable within thirty (30) days of receipt. A late charge equal to the lesser of (a) one percent (1%) per month or (b) the maximum amount permitted by law will be assessed for all invoices over thirty (30) days past due, in addition to any costs incurred in collecting such late fees.

3.4 Informatica shall have the right, on at least ten (10) days' prior written notice and not more than once every twelve (12) months, to conduct a software audit during Customer's normal business hours to verify Customer's use of the Software, compliance with the terms of this Agreement and payments made to Informatica hereunder. Customer agrees to immediately remit to Informatica any shortfall in payment disclosed by such software audit including any late charges applicable thereto. In addition, if any such examination discloses a shortfall in payment to Informatica of more than five percent (5%) for any year, Customer agrees to pay or reimburse Informatica for that software auditing expense upon written request by Informatica.

3.5 Customer shall pay, in addition to the license fee, Support Fees, and Consulting Fees, all taxes (excluding taxes based on Informatica's net income) however designated, levied or based on the prices, terms or performance of this Agreement, including, without limitation, state and local sales and use taxes, duties and privilege and excise taxes, unless Customer furnishes appropriate evidence of exemption.

3.6 Unless requested otherwise as set forth below, the Software, Documentation and all Updates furnished under Support Services shall be shipped via electronic delivery. Customer acknowledges that such electronic transfer shall satisfy Informatica's Software delivery requirements under the Agreement, and Informatica shall have no obligation to deliver the Software on tangible media to Customer. Nothing contained in this section shall relieve Customer of its obligation to pay any applicable sales or use taxes which may ultimately be imposed on its license of the Software or purchase of Support Services. In the event that Customer elects to receive the Software and Documentation physically, the Software shall be shipped FOB Origin. All freight, handling and similar charges or costs incurred in connection with delivery shall be borne by Informatica. Informatica will replace the Software if it is damaged or lost while in transit to Customer. If Customer loses or damages the media containing the Software licensed hereunder, following receipt of Customer's written notice, Informatica shall provide a replacement copy.

4. CONFIDENTIALITY

4.1 For purposes of this Agreement, (a) the term "Receiving Party" shall mean Informatica with respect to Confidential Information (as defined below) supplied to Informatica by Customer, and Customer with respect to Confidential Information supplied to Customer by Informatica; and (b) the term "Disclosing Party" shall mean Informatica with respect to Confidential Information supplied to Customer by Informatica, and Customer with respect to Confidential Information supplied to Informatica by Customer. "Confidential Information" means the Software (both object and source code), the accompanying Documentation and all related technical and financial information (including the terms of this Agreement) and any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the Disclosing Party which (i) has been marked as confidential or proprietary; (ii) is identified as confidential at the time of disclosure either orally or in writing; or (iii) due to its character and nature, a reasonable person under like circumstances would understand to be confidential.

4.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt; (b) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed the Disclosing Party; (c) is disclosed to Receiving Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (d) Receiving Party can demonstrate was independently developed without reliance on any Confidential Information of the Disclosing Party.

4.3 The parties hereby agree that: (a) Receiving Party may use Confidential Information solely for the purposes of this Agreement; (b) Receiving Party shall instruct and require all of its employees, agents, and contractors who have access to the

Confidential Information of the Disclosing Party to maintain the confidentiality of the Confidential Information; (c) Receiving Party shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard the confidentiality of Receiving Party's own confidential property; (d) Receiving Party shall not disclose the Confidential Information, or any part or parts thereof, except on a "need to know" basis to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth herein; and (e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, provided, however, that Receiving Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Receiving Party agrees to undertake whatever action is reasonably necessary to remedy any breach of Receiving Party confidentiality obligations set forth herein or any other unauthorized disclosure or use of the Confidential Information by Receiving Party, its employees, its agents, or contractors.

5. PROFESSIONAL SERVICES

5.1 Professional Services to be Performed. Informatica shall provide certain consulting services ("Professional Services") as further described and set forth in statements of work executed by the parties from time to time, a form of which is attached hereto ("Statement of Work").

5.2 Informatica warrants that its Professional Services shall be provided in a professional manner. If at any time Customer is dissatisfied with the performance of an individual working on a Customer project, Customer shall report its dissatisfaction to Informatica in writing and may ask Informatica to replace the individual.

5.3 Compensation of Informatica. Each Statement of Work shall contain the charges for Informatica's Professional Services ("Consulting Fees") and shall be provided on a time and materials basis unless otherwise specified. If the Consulting Fees are not specified in the Statement of Work, Professional Services shall be provided at the prices set forth in the then current Informatica price list. Customer shall reimburse Informatica for the reasonable travel and living expenses incurred by Informatica in performing its Professional Services. Canceling or rescheduling of Professional Services must be done in writing. Informatica shall charge Customer a \$1,500 cancellation/rescheduling fee per consultant if the Professional Services are canceled or rescheduled less than three (3) business days prior to the scheduled visit. To cancel an engagement which is in progress, Customer must give Informatica at least two (2) weeks written notice of cancellation, and Informatica shall have the right to collect Consulting Fees for the Professional Services performed during such two week period prior to the cancellation date.

5.4 Ownership. Customer shall own and have all right and title in all materials delivered by Informatica to Customer which are first developed by Informatica in connection with its performance of Professional Services hereunder. The parties acknowledge that the material delivered by Informatica hereunder may contain pre-existing material developed by Informatica under similar terms and conditions for others, and Informatica shall retain all right, title and interest in such pre-existing material. Informatica does, however, grant Customer an irrevocable, non-exclusive, world-wide royalty-free license to use, copy and authorize others to use such pre-existing material (other than commercially available Informatica products and Informatica training materials) solely as part of the project for which such material was delivered. Nothing contained in this Agreement shall restrain Informatica or its personnel in the use of the techniques and skills of computer operation, system design and programming acquired in the performance of Professional Services hereunder, and Informatica retains the unrestricted right to use, copy and authorize others to use any material developed by Informatica hereunder which is generic in nature and not specifically related to a Customer project or which incorporates Customer's Confidential Information.

5.5 Solicitation. The management of each party agrees not to actively solicit for employment any employee or representative of the other party who performed Professional Services hereunder during the term of the project and for a period of one (1) year following the date of termination of the project without the prior written consent of the other party. If there is no active solicitation, but an opportunity arises in which Customer wants to hire an Informatica employee, the following provisions apply: In the case that the Informatica employee has performed Professional Services for Customer within the prior two (2) years, Customer agrees to pay Informatica fifty percent (50%) of the particular employee's base salary to compensate Informatica for training and other benefits provided to the particular employee. If Informatica is providing Professional Services under an existing project to Customer at a time when the Informatica employee providing such Professional Services is hired by Customer, Customer agrees to preserve the existing project such that Informatica will continue to provide the Professional Services until the completion of the existing project as originally structured.

5.6 Insurance. Informatica shall obtain and/or maintain during the term of this Agreement commercial general liability insurance with minimum coverage of One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or tangible property damage. In addition, Informatica shall maintain employer's liability insurance in a minimum amount of One Million Dollars (\$1,000,000), as well as worker's compensation insurance in an amount satisfying applicable laws. Informatica shall name Customer, its parent, subsidiaries and affiliated corporations as additional insureds on the general liability insurance required hereunder, which insurance policy shall cover risks of loss, damage to tangible property, death or bodily injury associated with the performance of Informatica's obligations under this Agreement. Upon request, Informatica shall provide Customer with proof of the acquisition of all of the insurance coverages required hereunder in the form of one or more Certificates of Insurance.

5.7 This Section 5 shall remain in force until terminated in writing by either party with or without cause. Customer shall be responsible for payment to Informatica for all Professional Services rendered and expenses incurred pursuant to a Statement of Work prior to the effective date of any such termination.

6. WARRANTY

6.1 Informatica warrants that the Software will operate in conformity with the then current standard Documentation (except for minor defects or errors which are not material to Customer) for a period of ninety (90) days from the date of initial delivery of the Software ("Warranty Period").

6.2 If the Software does not perform in accordance with the warranty set forth in Section 6.1 during the Warranty Period, upon written notice by Customer during the Warranty Period, Informatica will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with such warranty. Customer's sole and exclusive remedy, and Informatica's sole obligation, in the event of nonconformity of the Software with the foregoing warranty will be the correction of the condition making it nonconforming. Customer shall provide all information reasonably requested to enable Informatica to cure the non-conformity.

6.3 THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNIFICATION

7.1 Informatica agrees to indemnify, defend and hold Customer harmless from any claim of United States patent, trade secret or copyright infringement asserted against Customer by virtue of Customer's licensed use of the Software, and from any claims by reason of bodily injury (including death) or damage to tangible property arising out of, as a result of Informatica's performance of Professional Services under this Agreement, provided that: (a) Informatica is given prompt written notice of any such claim; (b) Informatica has the right to control and direct the defense of such

claim; and (c) Customer shall reasonably cooperate with Informatica in such defense.

7.2 Informatica shall have no liability for any claim of infringement that results from: (a) any modification of the Software by Customer; (b) any failure by Customer to implement Updates to the Software as supplied by Informatica; (c) the combination, operation, or use of the Software with non-Informatica programs, data or documentation, if such infringement would have been avoided by the use of the Software without such combination, operation or use; or (d) materials developed by Informatica in accordance with Customer's specific design instructions.

7.3 In the event the Software, in Informatica's opinion, is likely to or does become the subject of a claim of infringement, Informatica shall have the right at its sole option and expense to: (a) modify the Software to be noninfringing while preserving substantially equivalent functionality; (b) obtain for Customer a license to continue using the Software; or (c) terminate this Agreement and the license granted hereunder, accept return of the Software and refund to Customer a pro rata portion of the License Fee paid to Informatica hereunder for that portion of the Software which is the subject of such infringement, such refund based on a straight line amortization over a five (5) year term beginning on the Effective Date.

7.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF INFORMATICA, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

8. TERMINATION; EFFECTS OF TERMINATION

8.1 Either party has the right to terminate this Agreement and the license granted hereunder upon written notice to the other party if the other party: (a) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within thirty (30) days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.

8.2 Immediately upon termination, the licenses granted hereunder shall terminate, and Customer shall cease all use of the Software. Within five (5) days after termination, Customer will de-install the Software and all copies thereof and (a) return to Informatica the Software in the form provided by Informatica and all copies in whole or in part made by Customer; or (b) upon request by Informatica destroy the Software and all copies, and certify in writing that they have been destroyed.

8.3 Termination shall not relieve Customer from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies.

8.4 Sections 3 through 10 shall survive termination of this Agreement.

9. LIMITATION OF LIABILITY

9.1 THE LIABILITY OF INFORMATICA AND ITS LICENSORS OR RESELLERS TO CUSTOMER OR ANY THIRD PARTY ARISING FROM THE LICENSE OR USE OF THE SOFTWARE, OR THE PROVISION OF SUPPORT SERVICES, INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THE AMOUNT PAID FOR THE RELATED LICENSE, SUPPORT OR SERVICE FEE, AS THE CASE MAY BE.

9.2 IN NO EVENT WILL INFORMATICA OR ITS LICENSORS OR RESELLERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING

DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT INFORMATICA WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH HEREIN.

10. GENERAL

10.1 Notwithstanding any provision in this Agreement to the contrary, Informatica may include Customer's name in a public list of current customers who use Informatica's products, provided that (a) Customer's name is not highlighted and does not stand out in comparison to the names of Informatica's other customers; and (b) Informatica does not and will not make any representation with respect to Customer and does not and will not attribute any endorsements to Customer without Customer's prior written consent. Within sixty (60) days of the Effective Date of this Agreement, Informatica may issue a press release announcing Customer as a new Informatica customer. Customer will have full review and editing authority of the language in such press release prior to distribution.

10.2 This Agreement may not be amended except by a writing signed by an authorized representative of Informatica and Customer. If Customer issues a Purchase Order or other document regarding the Software or services provided under this Agreement, such instrument will be deemed for Customer's internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement.

10.3 Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Informatica's prior written consent, which shall not be unreasonably withheld. A change in control of a party shall be considered an assignment by such party for purposes of this Agreement. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Informatica shall have the right to assign its rights and obligations under this Agreement to an Affiliate or incorporate an Affiliate as a party to this Agreement. The parties acknowledge and agree that the terms of this Agreement shall be applicable to Software licenses and services purchased by an Affiliate of Customer from Informatica or from an Affiliate of Informatica as if references to "Informatica" in the Agreement were to Informatica or the Informatica Affiliate, as applicable, and references to "Customer" in the Agreement were to such Customer Affiliate.

10.4 This Agreement shall be governed by California law, without regard to conflict of law provisions. The application of Uniform Computer Information Transactions Act (UCITA) or the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. In the event that either party brings an action, proceeding or arbitration to enforce the provisions of this Agreement, the prevailing party shall be entitled to collect all reasonable attorneys' fees and expenses incurred in connection therewith.

10.5 The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

10.6 If Customer is a branch or agency of the U.S. Government, use, duplication or disclosure of the Software is subject to the restrictions set forth in this Agreement except that this Agreement shall be governed by federal law. Any additional rights or changes desired by the U.S. Government shall be negotiated with Informatica consistent with Section 10.2.

10.7 Except as expressly agreed in writing by Informatica, Customer may not export the Software, the Documentation or any copies thereof. In addition, Customer agrees to comply with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are exported, directly or indirectly, in violation of Export Laws, including the Bureau of Export Administration's restrictions on the export of certain encryption security technology, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Each party acknowledges its obligation to comply with all applicable anti-corruption legislation and represents that, to the best of its knowledge, no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage.

10.8 Informatica disclaims all responsibility and liability with respect to any content or data that the Customer processes with the Software. Customer acknowledges and agrees that (i) the Software functions only as a tool or vehicle for data processing, which data is not visible to Informatica; (ii) Informatica cannot control the jurisdiction where the data originates; and (iii) neither Informatica nor its Software is a "data controller" or similar under applicable law with respect to any Customer content or data. Customer acknowledges and agrees that, as between the parties, it is the sole "data controller" and must ensure that it is in full compliance with applicable data protection and privacy laws, especially with laws that apply to the use or transmission of sensitive information, personal information or personally identifiable information.

10.9 Informatica is engaged by Customer only for the purpose and to the extent set forth in this Agreement, and its relation to Customer shall be that of an independent contractor. Informatica's personnel are not, and shall not be considered, employees or agents of Customer for any purpose whatsoever. Informatica shall be responsible for payment of all employment taxes, fees and claims with respect to such personnel, including workers' compensation and other liabilities related to Informatica's business operations.

10.10 This Agreement, the attached exhibits, the attached addenda and each supplemental exhibit signed by the parties constitutes the entire agreement between the parties with respect to the license and use of the Software and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties. Customer acknowledges that it has not relied on the availability of any future version of the Software or any future product in executing this Agreement. This Agreement may be executed in one (1) or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile or other electronic copy signature.

[SIGNATURES ON FOLLOWING PAGE]

Informatica Corporation
100 Cardinal Way
Redwood City, California 94063
Attn: Legal Department

Signature: _____

Name: _____

Title: _____

Date: _____

Customer: _____

Address: _____

Address: _____

Attn: _____

Signature: _____

Name: _____

Title: _____

Date: _____

COMMENTS (EXCEPTIONS) AND QUESTIONS PERTAINING TO PROPOSED CONTRACTUAL TERMS AND CONDITIONS

INFORMATICA RESPONSE TO STATE OF WEST VIRGINIA RFQ HHR13083

GENERAL: Informatica is very pleased to be able to offer a response to the State's RFQ. Informatica is a publicly traded U.S. corporation, and is subject to strict contractual, insurance, accounting and U.S. Federal Securities and Exchange Commission laws, rules, statues and regulations. As such, Informatica licenses its proprietary software products and provides professional consulting and support services in strict compliance with its auditor approved software license and service contract documents. Acceptance of a purchase order is not deemed tantamount to execution of a contract and should not be deemed to constitute acceptance of any legal terms or conditions contained therein.

Informatica does have limited ability to deviate from auditor approved terms and conditions. Informatica is able, on a fact specific basis, to use contractual terms and conditions and contract templates proposed by our valued customers, provided that such terms are materially consistent with Informatica's auditor approved contract provisions.

The State's RFQ contains suggested legal terms and conditions that appear to be materially consistent with Informatica's approved contractual provisions. Informatica may have some minor suggested revisions, questions, comments, or requests for clarification regarding some of the proposed terms. Informatica would like to respectfully reserve the right to engage in this dialog with your legal representatives at the appropriate time. The following is a short list of those contractual items that may require some clarification.

Please note the RFQ and Informatica's responses thereto, along with any sales and marketing collateral materials, emails, and other such verbal or written communications are generally not drafted by legal professionals and lack the specificity required of contractual documents that are intended to be legally binding on parties to a contract. As such, Informatica does not attach to or merge such documents in any final, legally binding contract vehicle. Informatica will include certain technical product specifications within a contract for illustrative purposes.

EXISTING CONTRACT: The contemplated transaction may be subject to execution under terms and conditions of a pre-existing contractual vehicle such as a GSA schedule or pre-approved State term contract. As the parties expect a software license agreement and a related annual maintenance agreement, time of the essence provisions are generally not applicable.

BONDS: Informatica licenses COTS software products and offers related implementation, training and support services. As performance is not at issue, most of Informatica's customers do not wish to bear the expense of performance or bid bonds and such, Informatica does not offer them.

LIQUIDATED DAMAGES- Liquidated damages are generally not applicable in the context of an agreement to provide software and related support and educational services. As such,

Informatica generally does not contract for such provisions, but would respectfully reserve discussions pertaining to damages for a more appropriate time.

ACCEPTANCE: As stated, Informatica is a public company is must comply with all applicable Federal laws, rules, statutes and regulations concerning receipt, reporting and recognition of revenue. Informatica offers an industry standard warranty that generally makes the inclusion of contract terms pertaining to acceptance or product testing unnecessary. Informatica may be able to include certain acceptance testing provisions in the contract, provided that such acceptance criteria are objective and related to Informatica's technical product documentation. The acceptance provisions suggested in the RFQ may not be inconsistent with these requirements and Informatica may require some clarification as the intent and scope of the suggested contract clause.

PAYMENT OF FEES: All software license fees, and all fees for services actually performed and all expenses actually incurred by Informatica are non-refundable, non-contingent, and non-cancellable. Other payment terms may be specified in the order specific document. Informatica is familiar with the State's fiscal funding out requirements but will require the State's affirmation that funds for the initial software license and initial maintenance term are appropriated and reserved. As the Informatica software is provided electronically, delivery is FOB shipment.

CONTRACT TERM: Generally, Informatica licenses its software on a perpetual basis. Services are provided on a time and material basis, and support is provided on an annual subscription basis. Informatica is familiar with statutorily required termination for convenience and fiscal funding out clauses and does not oppose inclusion of any such reasonable and legally required provisions in the final contract document.

MINORITY HIRING- Informatica does not take exception to such contractual provisions. However, the nature of the contemplated transaction does not lend itself to subcontracting and thus such provisions are unlikely to be applicable.

ASSIGNMENT: As a public company, Informatica's board of directors is required by law to at all times act as a fiduciary to Informatica's shareholders, employees, partners and customers. These laws preclude Informatica from entering in to any contract wherein any third party may prevent the transfer of any agreement in the context of a transfer of a controlling interest in Informatica or any of its subsidiaries. Informatica may not be in a position to assign any rights under any litigation including but not limited to anti-trust claims.

WARRANTY: Informatica warrants that's its COTS software will perform in accordance with Informatica's published technical documentation. Informatica further warrants that all services will be performed by qualified persons and in a manner that is consistent with industry standards, and in some cases Informatica may expand this warranty to include certain provision in technically specific descriptions of customized services. In the event of a breach of any such warranty, remedies available to our customers are detailed within the Informatica contract vehicle. No cancelation or other remedies are available. However, Informatica will be contractually obligated to rectify software performance related issues.

HIPAA- Informatica is not a Business Associate and therefore usually does not enter in to Business Associate Agreements but will consider doing so on a case by case basis.

ANTI-TRUST- Informatica does not prospectively assign its rights under litigation but may do so in appropriate circumstances.

INDEMNIFICATION: Informatica does offer indemnifications generally consistent with software industry standards. Informatica will indemnify its end users in the event of a third party action alleging a violation of a recognized right of intellectual property. Further, Informatica is not opposed to offering an industry standard indemnification in the event of death, bodily injury or certain types of property damage. The indemnification provisions suggested in the RFQ may be broader than those that would be required under the contemplated transactions, and Informatica may require some clarification as to the intent and scope of the suggested indemnification provisions.

ADDITIONAL AGENCY USE- These are product and business specific terms that may be discussed at the appropriate time. Software licenses provided by Informatica are generally unique to the specified end user and are not transferrable among similarly situated licensees.

DAMAGES/LIMIT OF LIABILITY: Informatica is a public company and is subject to U.S. Federal Securities and Exchange Commission laws, rules and regulations. Informatica is also constrained by insurance restrictions. Consequently, Informatica is precluded from entering in to any contract wherein its potential liability is unlimited, undefined, not reasonably quantified or is otherwise inconsistent with the total value of the applicable transaction. Except in limited circumstances, Informatica is unable to contract to assume consequential, punitive or exemplary damages.

INSURANCE: Informatica is a large, multinational technology company and currently maintains commercially reasonable insurance policies with large, recognized and rated carriers. These policies pertain to general liability, workers compensation, auto, errors and omissions, etc., and are materially consistent with the specifications contained in the RFP. These policies are bilateral contracts between Informatica and its carriers. In most cases they are confidential. In many instances, these policies are and have been in effect for several years, and in all cases, these bilateral contracts cannot be unilaterally altered by Informatica or any Informatica customer. Informatica is able to provide its customers with certificates of insurance or other proof of applicable coverage(s) upon reasonable request. Informatica is unable to effectuate waivers of subrogation. Informatica does not name customers as additional insureds. Informatica may determine that it is in the best interest of the company and its customers to alter certain policies and as such does not agree to provide notice of any such changes to any one or group of its thousands of global customers.

PRIVACY AND NON-DISCLOSURE- Informatica is required to maintain strict non-disclosure provisions in its contracts that preclude the granting of access to our highly proprietary and confidential software, product development and marketing plans, business methods and non-public financial and human resources data and materials with third parties. Informatica is not in the business of storing, hosting or otherwise gaining access to our customer's confidential information. As such, many industry specific confidentiality agreements and regulations, i.e., HIPAA or agreements pertaining to PII are not applicable to Informatica or the contemplated transaction. Notwithstanding, Informatica does not offer a specific exception to any requirement that maintain the confidentiality of any customer data for which Informatica takes possession and the specifics of these contract provisions may be subject to discussion at the appropriate time.