



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header

List View

General Information [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 235334

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: 

SO Doc ID: ISC1700000003

Legal Name: SOFTWARE INFORMATION SYSTEMS LLC

Published Date: 8/10/16

Alias/DBA:

Close Date: 8/31/16

Total Bid: \$38,930.00

Close Time: 13:30

Response Date: 

Status: Closed

Response Time: 

Solicitation Description: Addendum #1 Maintenance Subscription for IBM Spectrum Protec

Total of Header Attachments: 0

Total of All Attachments: 0



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Quotation

Proc Folder: 235334

Doc Description: Addendum #1 Maintenance Subscription for IBM Spectrum Protec

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-10	2016-08-31 13:30:00	CRFQ 0210 ISC1700000003	2

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

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

304 768-1645

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

FEIN # 61-1371685

DATE 8-30-2016

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum #1 issued to:

1. Provide complete specifications document.

End of Addendum #1.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	IS&C - DATA CENTER MANAGER DEPARTMENT OF ADMINISTRATION BLDG 6 RM B110 1900 KANAWHA BLVD E CHARLESTON WV 25305-0135 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	One (1) Year IBM Spectrum Protect Subscription or Equal	17.00000	EA \$2290.00		\$38930.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Extended Description :**

3.1.1 Annual subscription licensing, maintenance, and support for Spectrum Protect Version 7.1.1.0, or Equal, with protected data running on a single IBM AIX P720 file server.


**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2016-08-17

**EXHIBIT A – Pricing Sheet**  
**Support for IBM Spectrum Protect**

Contract Item	Description	Manufacturer and Model if bidding *or equal products	Quantity	Per Terabyte	Extended Cost
3.1.1	One (1) Year IBM Spectrum Protect Suite Entry - Front End Terabyte (1-100) License and Software Subscription and Support, or Equal		17	2290.00	38,930.00
Total Cost					38,930.00

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

  
Charles D. Arnett  
8-30-2016

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**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.

Software Information Systems,  
Company  
[Signature]  
Authorized Signature  
8-30-2016  
Date

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

REQUEST FOR QUOTATION  
IBM Spectrum Protect

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

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

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

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Charles Arnett  
Telephone Number: 304 769-1645  
Fax Number: 304 769-1671  
Email Address: carnett@thinksis.com

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Charles D. Arnett Sr. Client Executive  
(Printed Name and Title)  
200 Association Drive, Suite 210 Charleston, WV 25311  
(Address)  
304 768-1645 / 304 768-1671  
(Phone Number) / (Fax Number)  
carnett@thinksis.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Software Information System, LLC

(Company)  
Charles D. Arnett Sr. Client Executive  
(Authorized Signature) (Representative Name, Title)  
Charles D. Arnett, Sr. Client Executive  
(Printed Name and Title of Authorized Representative)

8-30-2016  
(Date)  
304 768-1645 / 304 768-1671  
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

**DEFINITIONS:**

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

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

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: Software Informatics Systems, LLC  
Authorized Signature: [Signature] Date: 8-25-2016

State of West Virginia

County of Kanawha, to-wit:

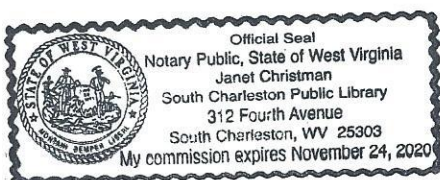
Taken, subscribed, and sworn to before me this 25 day of August, 2016

My Commission expires Nov 2020, 20  

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

[Signature: Janet Christman]  
Purchasing Affidavit (Revised 07/01/2012)





Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Solicitation Response

Proc Folder : 235334

Solicitation Description : Addendum #1 Maintenance Subscription for IBM Spectrum Protec

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-08-31 13:30:00	SR 0210 ESR08301600000000853	1

VENDOR

000000219154

SOFTWARE INFORMATION SYSTEMS LLC

Solicitation Number: CRFQ 0210 ISC1700000003

Total Bid : \$38,930.00

Response Date: 2016-08-30

Response Time: 08:56:58

Comments:

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale  
(304) 558-8801  
stephanie.l.gale@wv.gov

Signature on File

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	One (1) Year IBM Spectrum Protect Subscription or Equal	17.00000	EA	\$2,290.000000	\$38,930.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description :	3.1.1 Annual subscription licensing, maintenance, and support for Spectrum Protect Version 7.1.1.0, or Equal, with protected data running on a single IBM AIX P720 file server.
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