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Header @ 7

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 357313

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000233045



SO Doc ID: DOT1800000025

Legal Name: DEIGHTON ASSOCIATES LTD

Published Date: 10/6/17

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Total Bid: \$1,164,954.58

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Solicitation Description: ADDENDUM_2: PMS SOFTWARE (DOT6318C014)

Total of Header Attachments: 7

Total of All Attachments: 7



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 357313

Solicitation Description : ADDENDUM_2: PMS SOFTWARE (DOT6318C014)

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-10-12 13:30:00	SR 0803 ESR10121700000001559	1

VENDOR

000000233045

DEIGHTON ASSOCIATES LTD

Solicitation Number: CRFQ 0803 DOT1800000025

Total Bid : \$1,164,954.58

Response Date: 2017-10-12

Response Time: 11:21:27

Comments: Deighton is pleased to submit the enclosed proposal and supporting documents in response to the Request for Proposal for the provision of dTIMS Software License, Support, and Maintenance. This submission includes a technical proposal, cost proposal, and all requested signed documents. Regards, Joel Beaulieu Marketing Coordinator Deighton Associates Limited joel.beaulieu@deighton.com

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@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	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.				\$1,164,954.58

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description : OPEN END CONTRACT TO PROVIDE PAVEMENT MANAGEMENT SYSTEM SOFTWARE LICENSE, MAINTENANCE AND SUPPORT:
Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

1	Reference Section	Description	Estimated Quantity	Units	Unit Rate	Extended Cost
2		dTIMS Version 9 Software Support & Maintenance (see Section 3.1.1)				
3	3.1.1	Year 1 (see note #11 & #13 below)	1	LS	\$ 90,000.00	\$ 90,000.00
4	3.1.1	Year 2	1	LS	\$ 90,000.00	\$ 90,000.00
5	3.1.1	Year 3	1	LS	\$ 90,000.00	\$ 90,000.00
6	3.1.1	Year 4	1	LS	\$ 90,000.00	\$ 90,000.00
7	3.1.1	Year 5	1	LS	\$ 90,000.00	\$ 90,000.00
8		dTIMS Dashboard Software Support & Maintenance (see Section 3.1.1)				
9	3.1.1	Year 1 (see note #11 & #13 below)	1	LS	\$ -	\$ -
10	3.1.1	Year 2	1	LS	\$ -	\$ -
11	3.1.1	Year 3	1	LS	\$ -	\$ -
12	3.1.1	Year 4	1	LS	\$ -	\$ -
13	3.1.1	Year 5	1	LS	\$ -	\$ -
14		Per License Cost for Additional Licenses (see Section 3.1.7)				
15	3.1.1	Year 1	3	EA	\$ -	\$ -
16	3.1.1	Year 2	3	EA	\$ -	\$ -
17	3.1.1	Year 3	3	EA	\$ -	\$ -
18	3.1.1	Year 4	3	EA	\$ -	\$ -
19	3.1.1	Year 5	3	EA	\$ -	\$ -
20		On-Site Support Costs (4-day trips - see Section 3.1.5)				
21	3.1.5	Year 1	4	EA	\$ 9,600.00	\$ 38,400.00
22	3.1.5	Year 2	4	EA	\$ 9,984.00	\$ 39,936.00
23	3.1.5	Year 3	4	EA	\$ 10,383.36	\$ 41,533.44
24	3.1.5	Year 4	4	EA	\$ 10,798.69	\$ 43,194.78
25	3.1.5	Year 5	4	EA	\$ 11,230.64	\$ 44,922.57
26		Additional personnel required for On-site Visits - Year 1 (see Section 3.1.5.2)				
27	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	40	hr	\$ 300.00	\$ 12,000.00
28	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	40	hr	\$ 225.00	\$ 9,000.00
29	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	40	hr	\$ 300.00	\$ 12,000.00
30	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	40	hr	\$ 225.00	\$ 9,000.00
31	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	40	hr	\$ 225.00	\$ 9,000.00
32	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	40	hr	\$ 300.00	\$ 12,000.00
33		Additional personnel required for On-site Visits - Year 2 (see Section 3.1.5.2)				
34	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	40	hr	\$ 312.00	\$ 12,480.00
35	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	40	hr	\$ 234.00	\$ 9,360.00
36	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	40	hr	\$ 312.00	\$ 12,480.00
37	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	40	hr	\$ 234.00	\$ 9,360.00
38	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	40	hr	\$ 234.00	\$ 9,360.00
39	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	40	hr	\$ 312.00	\$ 12,480.00
40		Additional personnel required for On-site Visits - Year 3 (see Section 3.1.5.2)				
41	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	40	hr	\$ 324.48	\$ 12,979.20
42	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	40	hr	\$ 243.36	\$ 9,734.40
43	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	40	hr	\$ 324.48	\$ 12,979.20
44	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	40	hr	\$ 243.36	\$ 9,734.40
45	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	40	hr	\$ 243.36	\$ 9,734.40
46	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	40	hr	\$ 324.48	\$ 12,979.20

47	Additional personnel required for On-site Visits - Year 4 (see Section 3.1.5.2)					
48	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	40	hr	\$ 337.46	\$ 13,498.37
49	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	40	hr	\$ 253.09	\$ 10,123.78
50	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	40	hr	\$ 337.46	\$ 13,498.37
51	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	40	hr	\$ 253.09	\$ 10,123.78
52	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	40	hr	\$ 253.09	\$ 10,123.78
53	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	40	hr	\$ 337.46	\$ 13,498.37
54	Additional personnel required for On-site Visits - Year 5 (see Section 3.1.5.2)					
55	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	40	hr	\$ 350.96	\$ 14,038.30
56	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	40	hr	\$ 263.22	\$ 10,528.73
57	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	40	hr	\$ 350.96	\$ 14,038.30
58	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	40	hr	\$ 263.22	\$ 10,528.73
59	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	40	hr	\$ 263.22	\$ 10,528.73
60	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	40	hr	\$ 350.96	\$ 14,038.30
61	Vendor Office support - Year 1 (see Section 3.1.6)					
62	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	24	hr	\$ 225.00	\$ 5,400.00
63	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	16	hr	\$ 150.00	\$ 2,400.00
64	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	32	hr	\$ 225.00	\$ 7,200.00
65	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	32	hr	\$ 150.00	\$ 4,800.00
66	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	24	hr	\$ 150.00	\$ 3,600.00
67	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	32	hr	\$ 225.00	\$ 7,200.00
68	Vendor Office support - Year 2 (see Section 3.1.6)					
69	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	24	hr	\$ 234.00	\$ 5,616.00
70	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	16	hr	\$ 156.00	\$ 2,496.00
71	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	32	hr	\$ 234.00	\$ 7,488.00
72	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	32	hr	\$ 156.00	\$ 4,992.00
73	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	24	hr	\$ 156.00	\$ 3,744.00
74	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	32	hr	\$ 234.00	\$ 7,488.00
75	Vendor Office support - Year 3 (see Section 3.1.6)					
76	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	24	hr	\$ 243.36	\$ 5,840.64
77	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	16	hr	\$ 162.24	\$ 2,595.84
78	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	32	hr	\$ 243.36	\$ 7,787.52
79	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	32	hr	\$ 162.24	\$ 5,191.68
80	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	24	hr	\$ 162.24	\$ 3,893.76
81	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	32	hr	\$ 243.36	\$ 7,787.52
82	Vendor Office support - Year 4 (see Section 3.1.6)					
83	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	24	hr	\$ 253.09	\$ 6,074.27
84	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	16	hr	\$ 168.73	\$ 2,699.67
85	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	32	hr	\$ 253.09	\$ 8,099.02
86	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	32	hr	\$ 168.73	\$ 5,399.35
87	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	24	hr	\$ 168.73	\$ 4,049.51
88	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	32	hr	\$ 253.09	\$ 8,099.02

89	Vendor Office support - Year 5 (see Section 3.1.6)					
90	3.1.2; 3.1.3; 3.1.4; 3.1.5	Product Development Personnel	24	hr	\$ 263.22	\$ 6,317.24
91	3.1.2; 3.1.3; 3.1.4; 3.1.5	Software Maintenance Personnel	16	hr	\$ 175.48	\$ 2,807.66
92	3.1.2; 3.1.3; 3.1.4; 3.1.5	Data Management Personnel	32	hr	\$ 263.22	\$ 8,422.98
93	3.1.2; 3.1.3; 3.1.4; 3.1.5	Training Personnel	32	hr	\$ 175.48	\$ 5,615.32
94	3.1.2; 3.1.3; 3.1.4; 3.1.5	Programmer	24	hr	\$ 175.48	\$ 4,211.49
95	3.1.2; 3.1.3; 3.1.4; 3.1.5	Project Manager	32	hr	\$ 263.22	\$ 8,422.98
96						
97		GRAND TOTAL				\$ 1,164,954.58
98						
99	Notes:					
100	1. Units listed as "LS" indicates a Lump Sum					
101	2. Units listed as "EA" indicates each					
102	3. Units listed as "hr" indicates hours					
103	4. Travel rates are invalid without WVDOH prior approval.					
104	5. Product Development Personnel refers to the individual(s) responsible for software development and architecture.					
105	6. Software Maintenance Personnel refers to the individual(s) responsible for maintaining functionality of the software.					
106	7. Data Management Personnel refers to the individual(s) who manipulate and validate information within the software.					
107	8. Training Personnel refers to the individual(s) engaged in class and materials for training WVDOH personnel.					
108	9. Programmer refers to the individual(s) responsible for developing the computer code and software documentation.					
109	10. Project Manager refers to the individual(s) responsible for coordination, cost control, reporting and customer service.					
110	11. All associated costs for Alternate 'or equal' products proposed per Section 3.1 shall be included in the dtIMS Version 9 Software Support & Maintenance, Year 1. This cost shall include all travel, meals, incidental expenses, equipment and labor for all personnel required by the vendor to provide this service.					
111	12. Hours listed in Exhibit A are estimated amounts and will be used for cost evaluation purposes only.					
112	13. Reinstatement fees must be included in Year 1 only. WVDOH Pavement Management System software maintenance expired 06/30/2017.					



West Virginia Division of Highways dTIMS Maintenance and Support

October 12, 2017



Submitted To:
Mark Atkins
Mark.A.Atkins@WV.gov
304-558-2307

West Virginia Division of Highways
2019 Washington Street East
Charleston, WV 25305-0130

Submitted By:
Joel Beaulieu
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October 12, 2017

West Virginia Division of Highways
2019 Washington Street East
Charleston, WV 25305-0130

Re: Pavement Management System Software License, Maintenance, and Support

Dear Sir / Madam:

Deighton Associates Limited (Deighton) is pleased to submit the enclosed proposal and supporting information in response to the Request for Quotation for a Pavement Management System Software License, and Preventative Maintenance and Support.

This document will outline the maintenance and support package being proposed to West Virginia DOH, along with an overview of the newly released dTIMS Enterprise Suite. As a current dTIMS user, West Virginia DOH can leverage its existing software license to upgrade to the latest version of dTIMS: dTIMS Business Analytics.

In addition to the opportunity to upgrade, this document will also showcase dTIMS' capability to integrate with other systems, such as Roads and Highways.

Deighton strives to help West Virginia DOH achieve their infrastructure asset management initiatives by expanding on their current dTIMS system. The new dTIMS Enterprise Suite brings all asset classes together using one common asset registry. The holistic asset management approach covers all levels of infrastructure asset management, including strategic, tactical, and operational asset management. Using the new dTIMS Enterprise Suite, Deighton and WVDOH can help bring economic prosperity to the State of West Virginia through efficient transportation planning and spending.

Sincerely,
Deighton Associates Ltd.

Prepared by:
Joel Beaulieu
Marketing Coordinator
905.665.6605
joel.beaulieu@deighton.com

A handwritten signature in black ink, appearing to read 'Joel Beaulieu', written over a light blue horizontal line.

Reviewed by:
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Director of Business Development
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A handwritten signature in blue ink, appearing to read 'Gary Ruck', written over a light blue horizontal line.

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1. dTIMS Support & Maintenance

1.1. Deighton Support & Maintenance Programs

To get the most out of your investment and to ensure any software complications that may arise are resolved as quickly as possible, Deighton offers yearly support and maintenance programs.

Our support team is available by telephone, fax, and email, between the hours of 7:30 am and 4:30 p.m. Eastern Standard Time, Monday through Friday to answer any questions you may have regarding our software or your agency implementation as performed by Deighton Associates Implementation Team. Email inquiries submitted outside regular support hours will be responded the following business day.

1.2. Levels of Support

Deighton offers support & maintenance programs at four levels; Platinum, Gold, Silver, and Bronze. Agencies can select the support service level that they feel best suits their needs to ensure a sustainable dTIMS solution.

Over recent years, West Virginia DOH have received the appropriate amount of software support required to ensure the desired dTIMS level of service. The proposed support program for West Virginia DOH is to continue at the Gold Support level.

1.3. dTIMS Online Help

dTIMS Online Help is a support website offered by Deighton to provide users with an online learning community and an extensive library of training material for users to learn and enhance their dTIMS capabilities.

1.4. Deighton User Conference

The conference is a mix of technical presentations by Deighton and selected users, as well as training for basic and advanced users. Ample time is provided in the evenings for informal discussion regarding the day's presentations and the development of professional relationships among the international delegates.

1.5. Software Maintenance

Deighton's software maintenance updates are issued on a periodic basis to address software faults and to distribute software enhancements. Users are notified of new enhancements automatically when software upgrades are available. When the user is connected to the internet and an update is available, a message will appear on the opening screen indicating to the user that an update is available.

Deighton continually incorporates new features and enhancements as part of our ongoing product development life cycle. To ensure that users have the most recent update of the software, Deighton will release updates on quarterly basis through Deighton's online support site.

2. West Virginia Support & Maintenance Requirements

The following section demonstrates how Deighton complies with the requirements outlined in section 3 of the released Request for Proposal for the provision of the Pavement Management System Software License, Preventative Maintenance, and Support for dTIMS.

All support/services referenced herein include the following:

- Identification of software related programming or operational deficiencies
- Network/Server conflicts and data format review through Deighton provided online data systems
- Telephone conversations, online teleconference/webinars
- Email correspondence or onsite within 72 hours. An initial response as to the recommend level of effort or planned means to provide corrective measures will be made via email within 24 hours after notification from WVDOH to the project manager regarding the issue requiring support

2.1. Support for the PMS

In reference to section 3.1.1 from the RFP, Deighton has included the annual cost of support, maintenance and services for the latest version of dTIMS – dTIMS Business Analytics (BA). This is described later in this proposal. The West Virginia Division of Highways (WVDOH) had maintained dTIMS version 9 up to June 30, 2017. At that time, the maintenance agreement between WVDOH and Deighton expired. Deighton has been a part of the WVDOH asset management plans since 1992. Deighton is aware that the WVDOH wants to maintain their Pavement Management System (PMS) and add a Bridge Management System (BMS) to dTIMS. Deighton is also aware of potential integration paths to wvOASIS and Esri Roads and Highways (R&H) in the future.

To provide the WVDOH with the information required to make the most informed decisions, Deighton has opted to include the annual maintenance fee for dTIMS BA since this application will allow for expansion to BMS as well as the interoperability required for wvOASIS and Esri R&H. dTIMS version 9 does not have an integration path for Esri R&H. dTIMS BA has a built-in integration with Esri R&H. A configuration is all that is required to have that integration completed.

In Section 3.1.1 of the RFP, there are some references to services as well as support. The pricing sheet includes a reasonable level of effort for the services that the WVDOH is asking for in section 3.1.1 – specifically sections 3.1.1.3 and 3.1.1.5. When services are requested, a scope of work will be defined and a level of effort by Deighton will be estimated to mutually determine if the effort is reasonable.

2.1.1 (RFP requirement 3.1.1.1 and 3.1.1.2) Deighton will provide support to resolve errors that arise within the software during condition data importation, analysis preparation, analysis, construction program development, or any errors which prevent the operation of the system.

2.1.2 (RFP requirement 3.1.1.3) Deighton will provide services in improvements and enhancements to treatment triggers and resets, built-in functionality, and general maintenance of the PMS related to

federal or state legislation, codes, standards or other requirements. A reasonable level of effort has been included in the pricing sheet provided.

2.1.3 (RFP requirement 3.1.1.3.1) Deighton will provide maintenance services including installation of software updates, patches and service packs required to successfully utilize the dTIMS system. These maintenance items may be performed on the server or personal computers of the licensed users.

2.1.4 (RFP requirement 3.1.1.4) Deighton will provide support for the Deighton developed, independently operated regression application tool which integrates into the PMS analysis. Information from this application is utilized in an iterative process during the analysis within PMS.

2.1.5 (RFP requirement 3.1.1.5) Deighton will provide services to transition-to and implement new versions of the software and update all necessary components, modules, applications and interfaces required for the functional operation of the system. Deighton has included the level of effort to transition from dTIMS version 9 to dTIMS BA in the pricing sheet included with this response. Please see section 3: [Upgrade to dTIMS Business Analytics](#).

2.1.6 (RFP requirement 3.1.1.6) Deighton will provide support for any user interface, license or log-in issues.

2.1.7 (RFP requirement 3.1.1.7) Deighton will provide support for Client and Web-based dTIMS applications. dTIMS BA is a fully web-based solution and support for this application is already included in the pricing sheet included with this response.

2.1.8 (RFP requirement 3.1.1.8) Deighton will provide support for LRS, LRM and RIL updates. dTIMS BA, after fully configured, can be integrated with the WVDOH's Esri R&H application to consume LRS, LRM and RIL updates as required. Alternatively, if the WVDOH does not want an integration between dTIMS and Esri R&H, then Deighton will provide support for the LRS, LRM and RIL updates in dTIMS BA direct. dTIMS BA has a temporal LRS that makes keeping track of changes over time a much simpler task. dTIMS v9 did not have a temporal LRS.

2.1.9 (RFP requirement 3.1.1.9) Deighton will provide dTIMS version 9 Dashboard Maintenance. Alternatively, Deighton recommends an upgrade to the newest addition to the dTIMS Enterprise Suite: dTIMS Business Intelligence. Deighton has waived any reinstatement costs from the time the maintenance agreement lapsed to when the WVDOH reinstates it. dTIMS BA has a component for Business Intelligence built in that will eliminate the need for a separate dTIMS Dashboard as has been used previously by the WVDOH. Therefore, there is no separate cost for annual maintenance for the dTIMS Dashboard. The cost for dashboard maintenance is already included in the dTIMS annual maintenance. Please see section 4: [Upgrade to dTIMS Business Intelligence](#).

2.1.10 (RFP requirement 3.1.1.10) Deighton has included a certified document from Deighton stating that Deighton is an approved authorized software maintenance and support provider for Deighton dTIMS Version 9/Dashboard system or subsequent versions / releases. Please see Appendix A: [dTIMS Certification](#)

2.1.13 (RFP requirement 3.1.1.11) Deighton has included a copy of the Maintenance Terms and Conditions and a copy of the License Terms and Conditions that the State of West Virginia will be required to agree and accept as a part of this solicitation. Please see Appendix B: [dTIMS Support and Maintenance Agreement](#) and Appendix C: [dTIMS License Agreement](#)

2.2. Support for the BMS

(RFP requirement 3.1.2) All Deighton software maintenance and support packages are asset agnostic and can be applied to any component of the software, for any asset class being managed within dTIMS. Deighton complies with all previously stated requirements outlined in section 3 of the released Request for Proposal for the provision of the Pavement Management System Software License, Preventative Maintenance, and Support for all current, and future assets managed within dTIMS.

The pricing for any specific BMS integration is included in the pricing sheet using the On-Site or Vendor Office Support hourly rates provided. A level of effort will be determined based on the scope of work being requested by the WVDOH and a mutually agreeable arrangement will be met.

2.3. Support for wvOASIS Integration

(RFP requirement 3.1.3) As articulated in the previously released support and maintenance package awarded to Deighton from 2013-2017, Deighton offers support for the integration of dTIMS with the wvOASIS ERP. Deighton's role in this would be to ensure dTIMS V9 is capable of both consuming and providing data for this initiative when required. The estimated level of effort for this project is 10 days, valued at a total of \$18,000. The official quote will be issued upon a detailed review of the level of effort required of Deighton, established during a product integration needs analysis attended by both West Virginia DOH and Deighton staff.

The pricing for any specific wvOASIS integration is included in the pricing sheet using the On-Site or Vendor Office Support hourly rates provided. A level of effort will be determined based on the scope of work being requested by the WVDOH and a mutually agreeable arrangement will be met.

2.4. Support for Cross-Asset Analysis

(RFP requirement 3.1.4) Deighton's proposed support and maintenance package can be used for the modification of the dTIMS Cross-Asset Analysis and Optimization tool. All Federal or state legislation, codes, standards, or other requirements can be incorporated into dTIMS and support hours will be commissioned through WVDOH's dTIMS support and maintenance package.

The pricing for any specific cross asset analysis is included in the pricing sheet using the On-Site or Vendor Office Support hourly rates provided. A level of effort will be determined based on the scope of work being requested by the WVDOH and a mutually agreeable arrangement will be met.

2.5. On-Site Support

(RFP requirement 3.1.5) Deighton has calculated a cost for a (4) day trip to WVDOH, Charleston, WV which can include 1.5 days for travel and 2.5 days for on-site work. Deighton understands and agrees to all the specifications for on-site support outlined in the RFP in the subsections to section 3.1.5.

(RFP requirement 3.1.5.2) Deighton has provided hourly rates for the personnel types identified in the pricing sheet. These hourly rates include all travel expenses and labor including associated overhead and profit.

2.5.1 (RFP requirement 3.1.5.2) On-Site Support: Deighton has provided per visit pricing for onsite visits in support quote. This cost includes all costs for a (4) day trip to WVDOH, Charleston, WV. Deighton may use 1.5 days for travel and 2.5 days for on-site work. WVDOH will issue a release order when an onsite visit is required. Site visit costs are based on Deighton providing one (1) employee per visit. Any additional personnel shall require prior approval from WVDOH.

2.5.2 Site visits are based on lump sum costs which include all travel expenses and labor including associated overhead and profit. Travel expenses include lodging, meals, airfare, car rental, toll fees, fuel and incidental expenses. Visit costs are calculated using the costs provided by WVDOH, Pricing Page, of the released Request for Proposal.

2.5.3 Additional personnel required for on-site visits that receive prior approval will be invoiced at the hourly travel rates established in the support quote.

2.5.4 The hourly rates are provided by classifications that include travel expenses and labor including associated overhead and profit.

2.5.5 Travel expenses include lodging, meals, airfare and incidental expenses.

2.5.6 Car rental, toll fees and fuel expenses are included in the primary representative's site visit cost and will not be paid for additional personnel.

2.5.7 Carpooling of personnel is required and accommodations should be coordinated with the primary representative to avoid duplication of costs incurred by WVDOH.

2.5.8 Invoices submitted for unauthorized personnel will not be paid by WVDOH.

2.6. Vendor Office Support

(RFP requirement 3.1.6) Deighton has provided hourly rates for the personnel types identified in the pricing sheet. These hourly rates are for off-site support and do NOT include travel expenses but do include labor including associated overhead and profit.

2.7. Additional Licenses

(RFP requirement 3.1.7) Deighton has waived the fee for additional licenses for dTIMS BA up to 10 licenses. That is, the annual fee included in the dTIMS Software Support and Maintenance section in the

pricing sheet is for 10 (ten) licenses of dTIMS BA. If the WVDOH requires more than 10 licenses, then Deighton will provide that pricing. The WVDOH currently has 2 licenses of dTIMS v9 and the pricing sheet alluded to requesting 3 additional licenses for a total of five. As mentioned, the pricing for dTIMS BA is for 10 licenses of the software.

3. Upgrade to dTIMS Business Analytics

This section and all subsequent sections of the proposal, excluding the appendices, provide additional information about dTIMS Business Analytics so the WVDOH can get an understanding of the product that has been priced in the supplied pricing sheet.

dTIMS (Deighton's Total Infrastructure Management System) is a Commercially-available Off The Shelf (COTS) Enterprise Asset Management System (EAMS) that enables an agency to locate, maintain, rehabilitate, and manage critical infrastructure assets throughout their lifecycle.

dTIMS is comprised of a strategic component, referred to as dTIMS Business Analytics (BA) and an operational component, known as dTIMS Operations Management (OM). Together, dTIMS BA and dTIMS OM represent the future of smarter asset management, while dTIMS Business Intelligence (BI) leverages your investment in dTIMS. **dTIMS OM is NOT included in this offering rather, its mention here is for completeness.**

The seamless integration of dTIMS BA, BI and OM is made possible through a common asset registry and web services. A shared asset registry means that all transactions, regardless of the application, are stored against the same assets.

All dTIMS components are HTML 5 web-based applications featuring a responsive user interface that is designed to size to any device, including: desktops, laptops, tablets, and phones. In addition, dTIMS mobile apps are designed for field staff. Staff can capture, analyze, and share work data with their smartphones or tablets.

dTIMS Apps function online and offline. All mobile apps allow you to log, track, and adjust work activities regardless of connectivity. Deighton mobile apps provide support for iOS and Android devices.

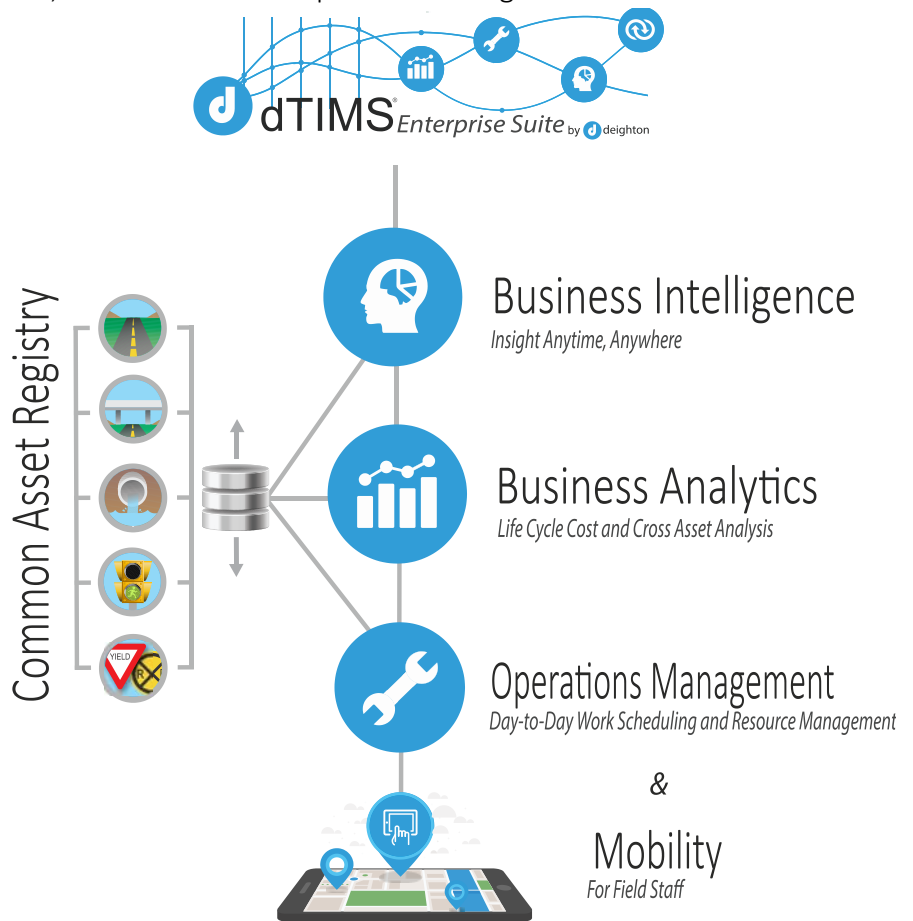


Figure 1: dTIMS Enterprise Suite

dTIMS is continuously evolving. Deighton leverages its international network of asset managers to comprise Deighton's dTIMS International Advisory Board. Asset managers from across the globe offer their regional expertise to help guide the development of the dTIMS Enterprise Suite.

West Virginia DOH is currently using dTIMS Version 9, with dTIMS MD. dTIMS 9 is the legacy software version of the dTIMS Enterprise Suite, which includes many new features and system functionality.

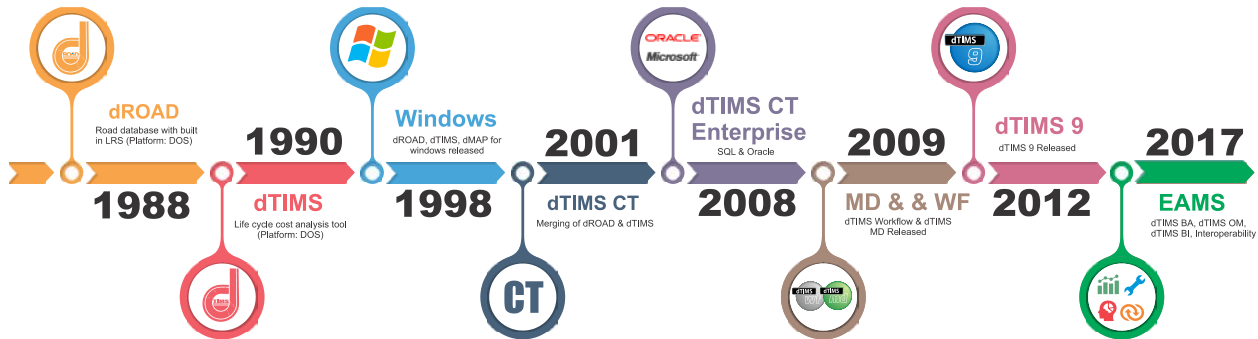


Figure 2: dTIMS Evolution

The dTIMS Enterprise Suite, is available via the web or on-premise. dTIMS BA provides a new level of accessibility and usability. Previous versions of dTIMS used a client/server architecture, where dTIMS was installed and implemented on a client's network and accessed locally, onsite. dTIMS BA has changed from a thick desktop client application to a web-based version, positively impacting every area of a user's experience.

An upgrade to dTIMS BA includes new and upgraded functionality, an intuitive user interface, a new delivery platform, and includes:

- Improved application performance in the areas of data importing, data retrieval, database searches, filtering, and viewing the results of analysis, which translates directly into increased productivity.
- Improved security designed to seamlessly use existing enterprise security such as Active Directory.

This new upgrade adds tremendous value for agencies and end-users alike. The focus of the subsequent sections is to explore the benefits of upgrading from an agency and an end-user point of view.

3.1. Agency Benefits to Upgrade

Enterprise asset management is critical to the health of an organization, and is the key to continued success in times of reduced budgets. Asset management helps extend the useful life of agency owned infrastructure, and improve return on investment.

dTIMS BA is used to make better decisions around all aspects of asset management, and provide the insights to deliver ongoing value for organizations. The following are some of the benefits your agency will realize as a result of upgrading to dTIMS BA:

Increased Accessibility

Upgrading to dTIMS BA provides all the benefits of a true enterprise system. Users have the ability to access dTIMS information 24/7, from anywhere, on any device. dTIMS data and analysis result are now the most accessible since the history of dTIMS.

Common Asset Registry

All transactions regardless of the application (dTIMS BA, OM, BI, Mobile, or external GIS) are stored against the same asset registry. The benefit of a common asset registry is the elimination of multiple databases and data duplication. This enables multiple agency departments to use and access all dTIMS Enterprise Suite components with real-time, up-to-date data.

Web Services

A web service is a collection of open protocols and standards used for exchanging data between applications or systems. Software applications written in various programming languages and running on various platforms can use web services to exchange data over the internet. In building a web-based user interface, Deighton has laid the foundation for moving toward more web services, which is especially important as businesses become more reliant on the exchange of data from multiple resources. dTIMS BA requires less usability training, as new users are already accustomed to using web browsers.

Internally, a web-based product allows Deighton to deliver new and updated features to you quickly and easily.

Integration

Deighton uses web services to connect to financial software, fuel management systems, 311 request software, inventory, CRM, GIS, and more.

Collaboration

dTIMS BA brings interdepartmental communication. dTIMS results can easily be shared via the web, bringing collaboration between departments. With dTIMS BA, West Virginia can manage all of its assets through a complete asset management life cycle, while sharing results with all agency team members.

Seamless GIS Integration

dTIMS BA has the ability to seamlessly connect to an agency's authoritative LRS and GIS system. This connection allows data to be synchronized between the two systems behind the scenes, which is a great improvement from the ETL (export-transform-load) manual process of the past. Data can be synchronized by schedule or on-demand. Please see section 4: [Roads and Highways Integration Into dTIMS](#).

Enhanced Security

dTIMS security features enable you to address administrative and security challenges for a large number of enterprise database users. Enterprise users are defined in the IdentityManager. Enterprise user identities remains constant throughout the enterprise suite.

Scalability

dTIMS BA allows for the addition of new users and functions to grow within the initially implemented solution over time. West Virginia DOH can incorporate new assets and asset management methodology at any point, without the cost of additional modules.



Figure 3: dTIMS Enterprise Suite Across Multiple Devices

3.2. User Benefits to Upgrade

Ease of Use

Working in a web browser has many inherent benefits. Using a single sign-on, you can open multiple tabs simultaneously. Simply right-click on a dTIMS report or table name and select Open in New Tab. Multiple tabs means that you can easily compare analysis results, or have the execution request tab open on one screen and work on another task in another window.

dTIMS BA has extensive data sharing capabilities. West Virginia DOH can distribute dTIMS results over email by sending team members a URL to the dTIMS report being shared. Agency members can access results at anytime.

Performance

Moving to a web-based version of dTIMS has improved overall performance in the areas of data importing, data retrieval, database searches, filtering, and viewing the results of analysis.

Transaction Log

The transaction log gives users the ability to audit the dTIMS setup, what has changed, when the change happened, and who made the change.

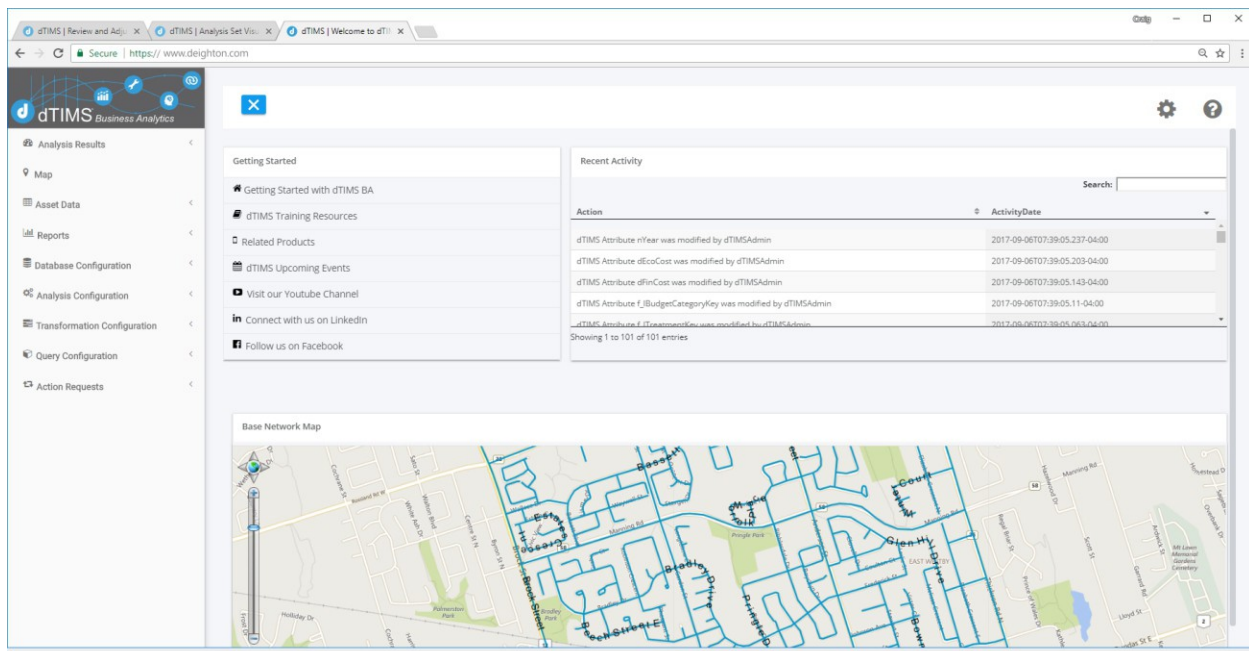


Figure 4: dTIMS BA Home Screen with Transaction Log

Execution Requests

These are the requests you make on the system to perform operations (transformations, queries, analysis, and optimization). You can run execution requests on demand, or at a scheduled time. After scheduling the request, you are free to do other tasks in dTIMS.

You can execute a task immediately from the object page (such as Analysis Configuration > Budget Scenarios) or use the Schedule a Request editor on the Execution Requests page.

All performance requests will be listed in the Execution Requests area, and will be performed in sequence: first come, first served.

Batch Operations

This feature of dTIMS is back by popular demand and part of Execution Requests. It allows you to execute a series of dTIMS jobs in a sequential manner. For example, the analysis set must be run before the budget scenario. If you designate the analysis set as the predecessor for the budget scenario, the analysis set must be executed before the budget scenario can be started.

Batch requests mean that you can set up all of your tasks to be run, in order, ahead of time, saving you time and helping you work more efficiently.

The screenshot shows the 'Execution Requests' page in dTIMS. At the top, there is a navigation bar with a close button (X), the page title 'Execution Requests', and a breadcrumb 'Home / Execution Requests'. On the right, there are settings and help icons. Below the navigation bar is a 'Schedule a Request' form with the following fields and options:

- Type: AnalysisSet (dropdown)
- Item to run: Network Analysis (dropdown)
- Batch Name: (text input)
- Predecessor: (dropdown)
- Run at: (text input)
- Frequency: Once (dropdown)
- Email?: (checkbox)
- Show Requests From all Users: (checkbox)
- Run Now: (checkbox)
- Buttons: Run Batch, Edit Batch, Edit, Delete
- Add button

Below the form is a tabbed interface with 'REQUESTS' and 'BATCH REQUESTS' tabs. The 'REQUESTS' tab is active, showing a table of requests. The table has columns for Type, Display Name, Start Time, Actual Start Time, and Requested By. A 'Refresh' button and a search box are located above the table.

Type	Display Name	Start Time	Actual Start Time	Requested By
AnalysisSet	Network Analysis	9/6/2017, 7:38 AM	9/6/2017, 7:38 AM	dTIMSAdmin
AnalysisSet	Network Analysis	9/5/2017, 3:29 PM	9/5/2017, 3:30 PM	dTIMSAdmin

Figure 5: dTIMS BA Execution Requests

Pivot Tables

Pivot tables are a data visualization tool added to dTIMS BA. The user sets up and changes the summary's structure by dragging and dropping fields graphically. A pivot table can automatically sort, count, total, or give the average of the data stored in one table, displaying the results in a second table showing the summarized data.

dTIMS Pivot tables can be saved and shared. Once created, the pivot table link will take the viewer to the pivot table via the web. As data is updated against the asset being reported on, the pivot table will consume data via the common asset registry displaying real-time results.

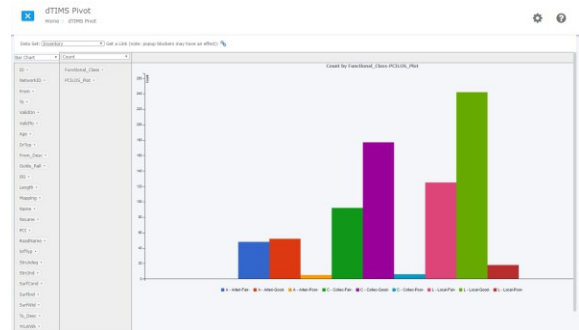


Figure 7: Pivot Table Example 1



Figure 8: Pivot Table Example 2

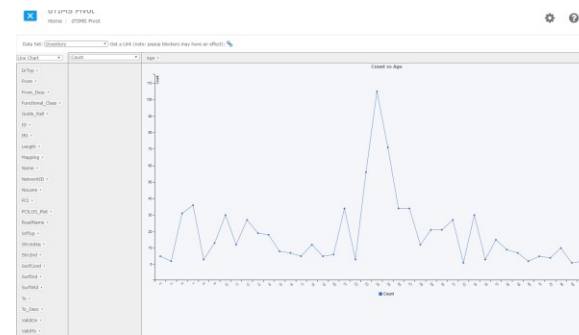


Figure 9: Pivot Table Example 3

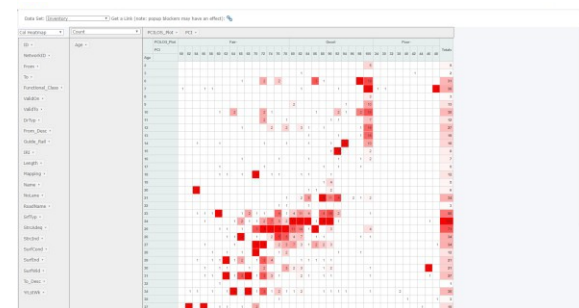


Figure 10: Pivot Table Example 4

Functional_Class	PCI
A - Arteri	
C - Collec	
L - Local	1
Totals	1

Figure 6: Pivot Table Configuration

Mapping Layers

With rows and rows of data in your database, sometimes visualizing results can be difficult. That's why you can customize your dTIMS map view to show your data visually. Maps can be customized to show construction program data, table data, WMS data, attributes, and expressions using layers.

You can now view the map using the Map Menu, where you can apply one or more map layers for a complete picture of your network. Additionally, you may prefer to locate individual elements on a map using the Asset Data Menu. Click on an element in a table, and then click the Element Geometry Tab to view that element on the map.

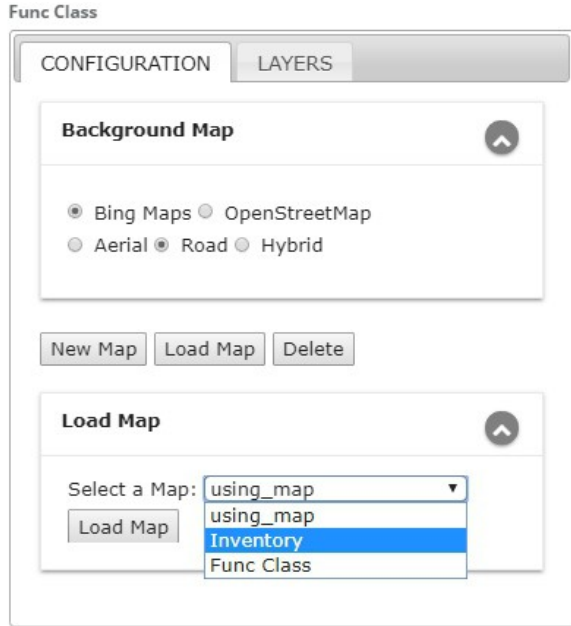


Figure 11: Maps Configuration

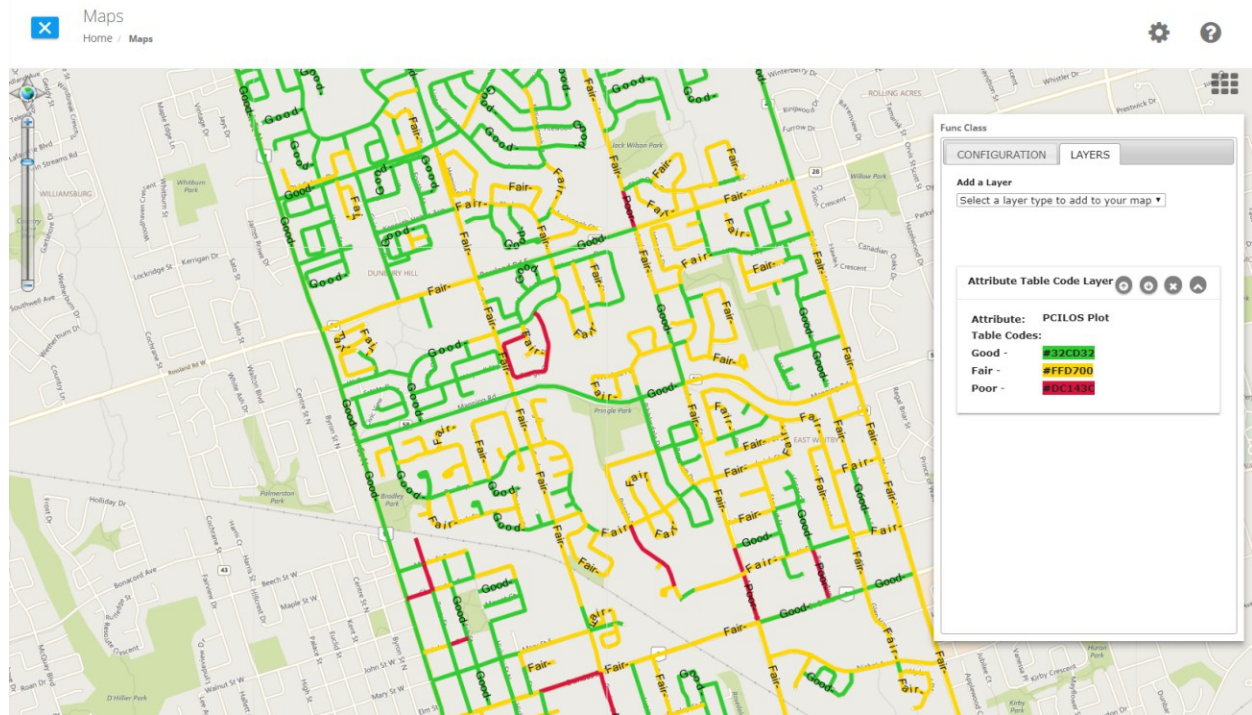


Figure 12: dTIMS Maps View

Review and Adjust

Review and Adjust allows you to look at the analysis results for each element. dTIMS provides an optimal strategy for each element, but you can also override any of the recommendations made by dTIMS and make another selection.

Although Review & Adjust is not new to dTIMS BA, the interface has been changed to make it more intuitive.

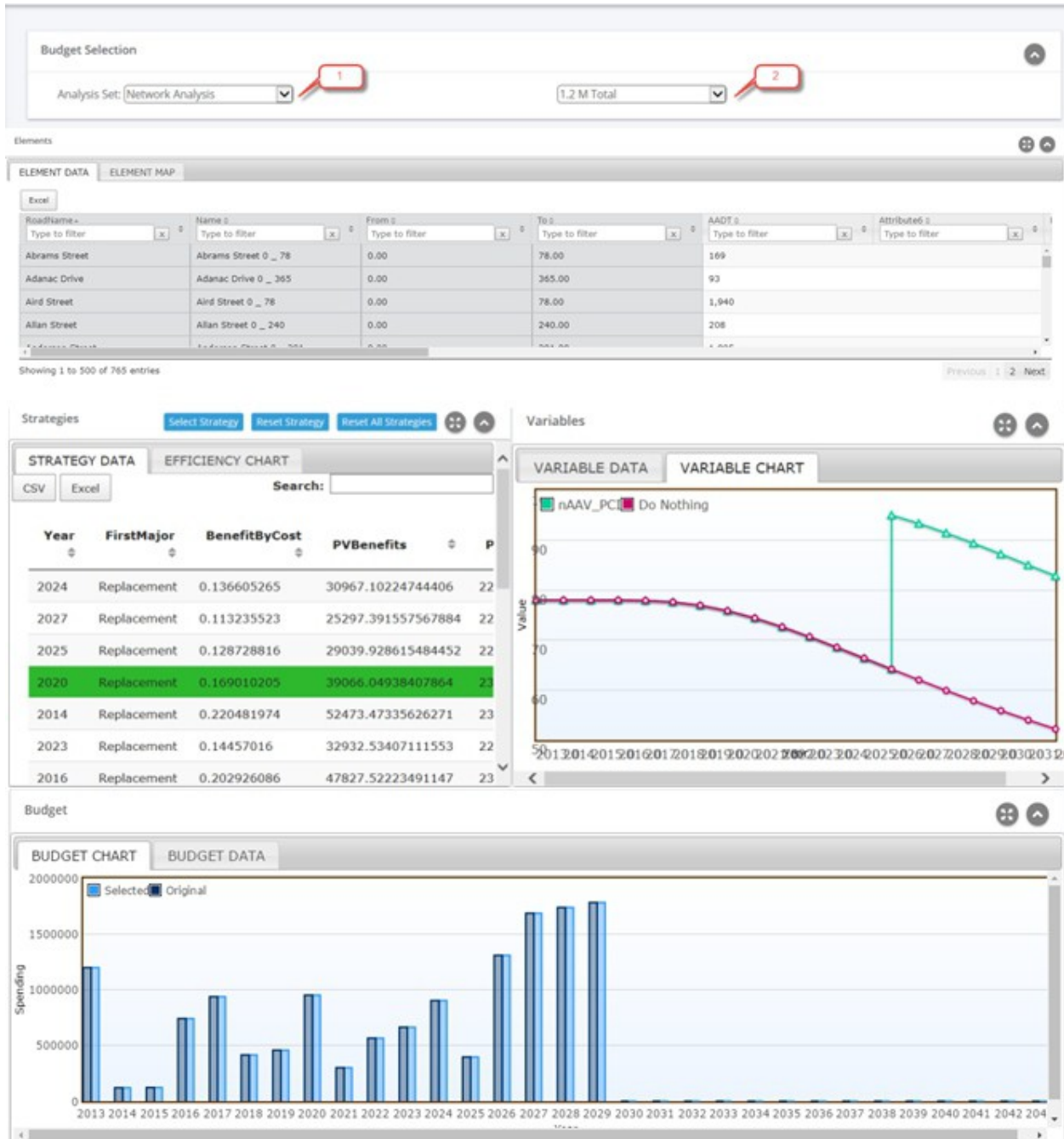


Figure 13: dTIMS BA Review and Adjust

4. Upgrade to dTIMS Business Intelligence

The dashboard tool in the dTIMS Enterprise Suite is dTIMS Business Intelligence (BI). West Virginia DOH currently uses dTIMS MD, which is the legacy software of dTIMS BI. dTIMS BI provides all dTIMS information in an easy to read, one-page analysis summary. dTIMS BI saves time by analyzing complicated data and turning it into intelligence. dTIMS BI **replaces** dTIMS MD in this offering and there is no longer a maintenance fee for dTIMS MD since it has been incorporated in the maintenance fee for dTIMS BA.

The key to dTIMS BI is its ease of use. Any stakeholder can leverage the power of dTIMS through dTIMS BI. Users can drill down to reveal more granular information, as required. dTIMS BI pulls data from the common asset registry, allowing for seamless, real-time asset intelligence. Example use cases of dTIMS BI include:

Pavement Dashboard

dTIMS BI allows users to gain insight into the condition of networks at a high-level glance, with the ability to drill down into each individual section, or asset class. dTIMS BI will showcase the current condition of a network, while also allowing to view what the network will look like in 15-20+ years.

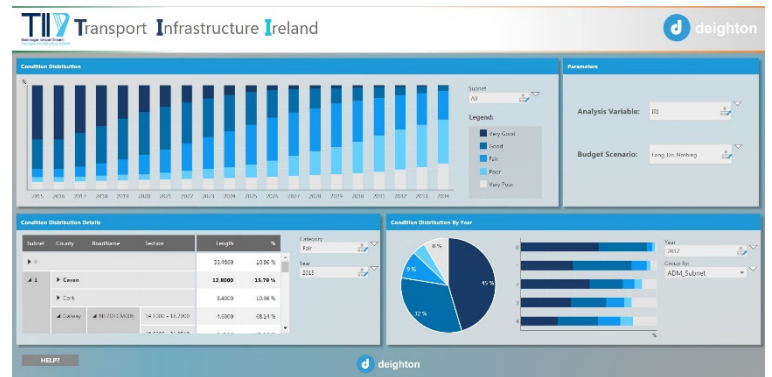


Figure 14: dTIMS BI Pavements

Pavement and Bridge Dashboard

dTIMS BI enables users to view the overall bridge network condition, detail, health index, and NBI ratings (including culvert rating, deck rating, structural condition, sub-structure, and super structure ratings).

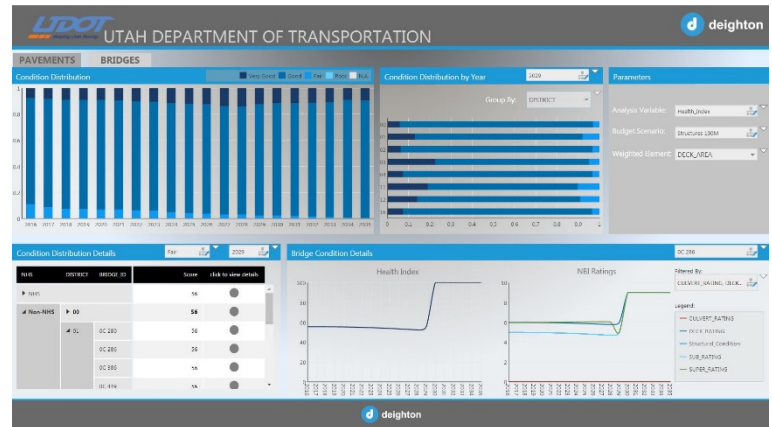


Figure 15: dTIMS BI Bridges

Operations Dashboard

A seamless integration with dTIMS OM enables users to view open, scheduled, completed, and past due work orders. dTIMS BI can be used to manage the backlog of work requests.

dTIMS BI would enable West Virginia DOH to identify time spent performing projects. A clear understandable overview of the time spent to complete projects will result in reduced labor costs.



Figure 16: dTIMS BI Operations

5. Roads & Highways Integration into dTIMS

Deighton is presenting West Virginia DOH the opportunity to extend Deighton’s services to provide a real-time integration between West Virginia DOH’s Esri Roads and Highways application and West Virginia DOH’s asset management system – dTIMS.

dTIMS BA has an integration with Esri R&H. The pricing for any specific integration is included in the pricing sheet using the On-Site or Vendor Office Support hourly rates provided. A level of effort will be determined based on the scope of work being requested by the WVDOH and a mutually agreeable arrangement will be met.

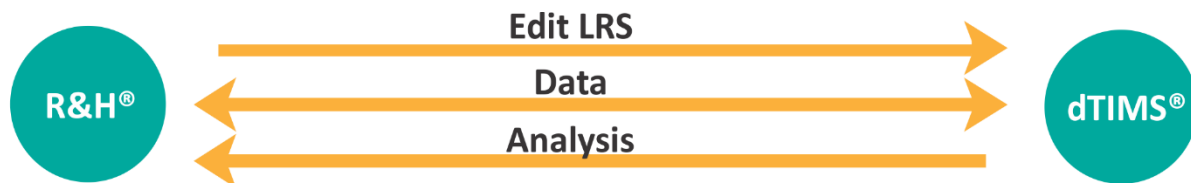


Figure 17: R & H and dTIMS Data Exchange

This opportunity consists of two main components: services and software. The services are provided by Deighton’s Research and Development team, and Deighton Engineering Implementation team. The services consist of the following steps:

1. Developing the integration path between Roads and Highways and dTIMS so that both applications use the same Linear Referencing System.
2. Building on the LRS integration to allow the asset management system – dTIMS – to consume data directly from Roads and Highways or any other external data warehouse built on the same LRS thereby eliminating the need to import that data directly into dTIMS, regardless of whether this data was collected or referenced linearly or spatially.
3. Further building on the LRS integration to allow dTIMS to push data directly back to Roads and Highways thereby eliminating the need to export that data directly from dTIMS.

The software component can provide West Virginia DOH with a complete push and pull data integration between Esri Roads and Highways and Deighton’s dTIMS

If West Virginia DOH proceeds with this opportunity, at the completion of this project, West Virginia DOH’s dTIMS asset management system will be one of the most advanced in the US, providing West Virginia DOH with a sophisticated tool to continue to invest in transportation infrastructure projects across the state.

The major benefit resulting from establishing a connection between dTIMS and Esri’s Roads and Highways application will be the use of one authoritative LRS for both software systems, allowing all highway network changes to be done in a GIS environment that dTIMS consumes as needed.

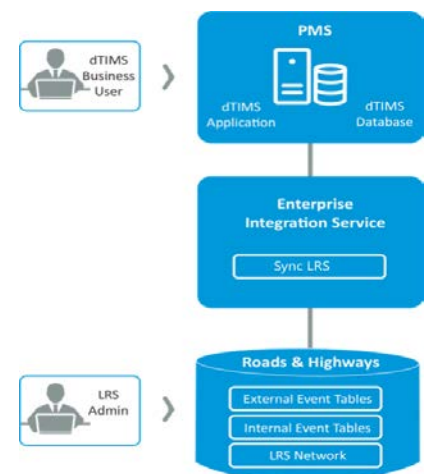


Figure 18: R&H and dTIMS Architecture

Appendix A: dTIMS Certification



Deighton Associates Limited
223 Brock St. N
Whitby, ON L1N4H6 Canada
905.665.6605
www.deighton.com

October 3, 2017

Re: Statement of Qualification

To whom it may concern:

This letter is intended to provide information regarding the qualifications of Deighton Associates Limited (Deighton) to provide support, maintenance, and consulting services with regards to West Virginia DOH's Transportation Asset Management System.

Deighton is the developer, distributor, and sole Certified Consultant in the United States for dTIMS software. dTIMS is the software application that provides the platform for West Virginia DOH's current pavement management system. As the developer of this application, Deighton is the most qualified consultant to provide enhanced support, maintenance, and consulting services.

Since 1992 Deighton has provided uninterrupted standard support services to West Virginia DOH and continues to update and enhance the dTIMS software platform. Deighton also provides technical assistance with regards to transportation asset management and transportation investment strategies.

Additional details can be discussed at your convenience.

Sincerely,
Deighton Associates Ltd.

A handwritten signature in black ink, appearing to read 'R. Piane', enclosed within a large, loopy oval scribble.

Robert R. Piane, P. Eng.
President

Appendix B: Deighton Support and Maintenance Agreement

Preamble

Deighton Associates Ltd.(DAL) Support and Maintenance Agreement is intended to offer the following services:

Technical Support

DAL strives to provide the best technical support services in the industry so that our valued customers are not unreasonably affected by faults that might appear, from time to time, in our software. Deighton's goal is to provide the user with an answer to support issues within one hour of contact by telephone, fax or E-mail.

Support services are available by telephone, fax and electronic mail, between the hours of 7:30 am and 4:30 p.m. Eastern Standard Time, Monday through Friday.

Technical Support does not include training, add-on systems, third party included software, problems arising from changes to the clients operating system, the preparation of data, or the accommodation of every enhancement the Client requests. Any of the above services are available at normal charge out rates plus disbursements.

Deighton's support services are offered at four levels; Gold, Silver, Bronze and Guest. Individual clients can select the support service that they feel best suits their requirements to ensure sustainability of the investment they have made in a Deighton based asset management system.

Maintenance

DAL listens to the users of their software and makes enhancements to the systems, which reflect the users' desires. Deighton is continually adding new features, capabilities and generally extending the range of the software's usefulness. To ensure that users have the most current versions of the software, Deighton makes updates available to the user by posting current software Service Releases on Deighton's Internet Home Page and by offering automatic updates via the Internet. Users are asked to check Deighton's Internet Home Page for Service Releases.

Terms and Conditions

This is a Support and Maintenance agreement between the user and DAL.

The user accepts Support and Maintenance by paying DAL an annual fee per license for maintenance and support, payable on the 1st day of the month following the purchase of the Deighton software and for each year thereafter on the anniversary of this day.

Support and Maintenance is effective for an initial period of twelve (12) months from the 1st day of the month following the software purchase, and shall be automatically renewed from year to year thereafter for a successive one-year renewal period at rates that are subject to change, from time to time, without

notice. Either DAL or the user may terminate Support and Maintenance upon written notice given not less than thirty (30) days prior to the expiration of the initial period or any renewal period.

The term of this agreement can be modified to reflect multi year agreements.

Assignment

The user may not assign this Agreement, or the user's rights and obligations under this Agreement, without the prior written consent of DAL, which DAL agrees it will not unreasonably withhold.

Payment

Payment for the initial period is due within thirty (30) days of the 1st day of the month following the software purchase. Payments for renewal periods shall be due and payable in accordance with DAL's current Support and Maintenance price terms within thirty (30) days after the user's receipt of DAL's invoice. If any valid invoice rendered by DAL is not paid when due, in addition to such other rights as DAL shall have (including, without limitation, the suspension of Support and Maintenance), the client agrees to pay interest thereon at the rate of 1 1/2 % per month or part thereof, plus such late payment charge as DAL may reasonably require to compensate DAL for additional costs of administration and collection (including legal fees).

Entire Agreement

This Agreement represents the entire Agreement between DAL and the user with respect to Support and Maintenance of the software and shall be read in conjunction with current pricing schedules in effect. No alteration or modification of this Agreement will be valid unless made in writing and signed by both parties.

THIS IS A SERVICE AGREEMENT. DAL DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND DAL SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES OR LOSS OF ANY KIND WHATSOEVER.

Appendix C: dTIMS License Agreement

dTIMS Software License Agreement and Limited Warranty

This dTIMS Software Limited Warranty and License Agreement, entered into this _____ day of _____, 20__ hereinafter referred to as the "Agreement" is made by and between Deighton Associates Limited, herein after referred to as "Deighton", 223 Brock Street North, Unit 7, Whitby, Ontario, Canada L1N 4H6, and _____, having its principal place of business at _____, herein after referred to as the "Licensee".

The dTIMS Software is Licensed to the Licensee by Deighton, not sold. The use of the Software is subject to the terms of this Agreement, as set forth below, and any amendments to this Agreement or exhibits attached which form an integral part of this Agreement.

For purposes of this Agreement "Software" means all software programs and services made available by Deighton Associates Limited, its subsidiaries and affiliates (Deighton) including, but not limited to, mobile applications, downloadable/installable applications for personal computer, and application and services accessed by means of a browser or other online communication method. Software also includes updates and upgrades, associated code, databases and external function, as well as, accompanying manuals, user guides, packaging and other materials whether written, contained in files, in electronic, printed or on-line, documentation, and any and all copies of such software and its related materials.

BY INSTALLING, USING OR ACCESSING THE SOFTWARE, YOU HEREBY ACCEPT THE TERMS OF THIS AGREEMENT.

THE TERMS OF THIS AGREEMENT MAY BE ALTERED BY DEIGHTON AS THEY SEE FIT, FROM TIME TO TIME. ALTERATIONS TO THIS AGREEMENT MADE BY DEIGHTON TAKE PRECEDENCE OVER EARLIER VERSIONS OF THIS AGREEMENT.

If you do not accept the terms of this Agreement or any amendments, do not install, use or access the Software and return the Software to Deighton for a refund, provided you have not installed, used or accessed the Software, subject to a reasonable service and administrative charge.

Definitions

"Access Control" - means measures or devices to limit access to the Software, limit the number of Concurrent Users or Named Users to the amount of User licenses purchased by the Licensee or prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement.

"Agreement" - means this Software License Agreement between Deighton and the Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.

"Concurrent User" - means the number of Users who can access a dTIMS software license at the same time. In some cases, a dTIMS license or component thereof, may be sold to a licensee with a specific limit in regards to the number of Concurrent Users.

"Direct Control" - means that the Licensee is responsible for, by ownership or contract, the management of infrastructure data, analysis of infrastructure elements or management of operational level transactions.

"Deighton" - means Deighton Associates Limited.

"Infrastructure" - means the basic physical and organizational structures and facilities (e.g. bridges, roads, water supply, sewers, electric grids, power supplies, telecommunications etc.) needed for the operation of a society or enterprise.

"Jurisdictional Boundaries" - means the area or territory defined by Deighton, in an attachment to this Agreement or other document related to this Agreement, as being the arena in which the Licensee may use the Software to manage infrastructure data, analyze infrastructure elements or manage operational level transactions.

"Licensee" - means the agency or entity to which a License to operate the dTIMS software has been granted under the terms and conditions of this Agreement.

"Named User" - means an individual having an exclusive User name and password that is used to access a dTIMS software license. The User names and associated passwords are administered by the Licensee. However, the total number of Named Users registered in dTIMS cannot exceed the number for which a license was purchased from Deighton.

"Software" - means all coded programs that comprise the application referred to as dTIMS, including dTIMS CT, dTIMS MM, dTIMS md, dTIMS wf, together with all codes, techniques, software tools, formats, designs, concepts, methods, service releases and ideas associated with the coded programs, in whole or in part. The term shall also include all copies of any part of the software, as well as software Access Control methods or devices, manuals, and other printed material provided by Deighton or downloaded by the user.

Ownership

Deighton retains all right, title and interest to the Software, including, but not limited to, all copyrights, trademarks, logos, trade secrets, graphic designs including user interfaces, trade names, proprietary rights, patents, titles, computer codes, audiovisual effects, themes, whether registered or not and all applications thereof. The Software is protected by applicable laws and treaties throughout the world. Unless expressly authorized by mandatory legislation, the Software may not be copied, reproduced or distributed in any manner or medium, in whole or in part, without prior written consent from Deighton or as set forth in this Agreement. All rights not expressly granted to you herein are reserved by Deighton.

License Conditions

The Software may include measures or devices to control access to the Software ("Access Control"), prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. Only Software subject to a valid license can be used to access online services, and download updates and patches. You may not interfere with such access control measures or attempt to disable or circumvent such security features. Any attempt to do so will constitute a violation of this Agreement and result in the immediate cancellation of rights to use the license as well

as expose the offender to other penalties and potential legal recourse. Furthermore, if you disable or otherwise tamper with the Access Control measures, the Software may not function properly.

When the Software is used in a virtual environment, the Licensee is obligated to accommodate the Access Control provisions required to operate the Software.

The Software is comprised of valuable proprietary rights of Deighton and others. Deighton retains title to and ownership of the software and all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to the Software. You may not violate these rights, and you must take appropriate steps to protect Deighton's rights. Deighton may at any time replace, modify, alter, improve, enhance, or change the software.

The Software may require an Internet / Intranet connection to access the Software or its browser-based features, authenticate the Software, or perform other functions. In order for certain features of the Software to operate properly, you may be required to have and maintain (a) an adequate Internet / Intranet connection and/or (b) a valid and active account with an online service provider. If you do not maintain such accounts, then the Software or certain features of the Software may not operate or may cease to function properly, either in whole or in part.

The Licensee agrees not to:

- Make the software available to any person or entity other than your employees, who must use the software as specified below in this Agreement. You may, however, after written notification to Deighton, transfer all (but no lesser portion) to another person or entity, who in turn will be subject to this Agreement.
- Use the software for the purpose or benefit of a third party who is not; an employee or integral part of the organization or resides outside the Jurisdictional Boundaries of the licensee unless specifically allowed by Deighton in an attachment to this Agreement or other document related to this Agreement.
- Distribute, license, sub-license, sell, lend, rent, lease, convey or otherwise transfer or assign the Software, any passwords or usernames or any copies of the Software to any third party, without express prior consent of Deighton or as set forth in this Agreement.
- Copy any portion of the software, except to make a backup copy, as specified below in this Agreement.
- Make the Software or copy of the Software publicly available for download or use by multiple users without express prior consent of Deighton or as set forth in this Agreement.
- Modify the software or merge it with another program, except for your personal use on a single computer or network if so licensed. Any modified or merged portion of the software is subject to this Agreement.
- Reverse-engineer, disassemble, decompile, disassemble, translate, prepare derivative works based on or otherwise modify the Software, in whole or in part, or make any attempt to discover the source code to the software.
- Remove, obscure, or alter any notice of the Deighton patent, copyright, or other proprietary rights related to the software or otherwise misrepresent the source of ownership of the Software.

Permitted Uses

Subject to this agreement and any amendments or exhibits attached, Deighton hereby grants the Licensee a non-exclusive, non-transferable, limited right license to use the Software according to the terms set forth below.

The Licensee may:

- In general, operate the Software on any workstation or server that has the appropriate Access Control and is within the Jurisdictional Boundaries of the Licensee for the purposes of storing data relating to the management of Infrastructure under the Direct Control of that Licensee.
- Make backup copies of the Software, which automatically become the property of Deighton and are subject to this agreement. These backups are to be used for transferring the software to an eligible computer and BACKUP PURPOSES ONLY.

The rights granted by this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts and cease and desist from accessing any service components of the Software. With regards to Software delivered on a physical storage medium you can end this Agreement by destroying the Software and all copies and reproductions of the Software and deleting and permanently purging the Software from any client server or computer on which it has been installed.

Limited Warranty

Deighton warrants that, upon delivery by Deighton, the Software will substantially conform to the specifications established by Deighton. Deighton does not warrant that the software is free from all

bugs, errors and omissions. This warranty gives you specific legal rights, and you may also have other rights, which may vary with location.

Deighton shall have no liability or responsibility to the Licensee or any third party with respect to any loss or damage caused by the Software including, but not limited to any interruptions of service, loss of business, or anticipatory profits, special, indirect or consequential damages resulting from the use of the Software. In the event that the Software fails to comply with the warranties set forth above, and Deighton is unable to, in Deighton's opinion, make reasonable efforts to remedy the problem, Deighton's entire liability and the Users exclusive remedy shall be the right to terminate this agreement by returning the Software, within 90 days of the purchase date of the License with a copy of the paid invoice and obtaining a refund for all or a fair portion of the price that was paid to Deighton in consideration for the License. The refund will fully satisfy your claims. Any replacement Software will be warranted for the rest of the original 90-day warranty period or for 30 days from the date you received the replacement, whichever is longer.

EXCEPT AS SPECIFICALLY SET FORTH ABOVE, DEIGHTON WILL NOT BE LIABLE FOR ANY:

- BUG, ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN ANY SOFTWARE.
- IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IF 90 DAYS HAVE PASSED FROM THE DATE YOU RECEIVED THE SOFTWARE.

· IMPLIED WARRANTY RELATING TO COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE IF 90 DAYS HAVE PASSED FROM THE DATE YOU RECEIVED THE SOFTWARE.

· CLAIM OF INFRINGEMENT.

· CLAIM IN TORT, WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM DEIGHTON'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY.

· CLAIM OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, COVER, OR LOSS OF DATA, REVENUE, OR USE.

Any written or oral information or advice by Deighton's dealers, distributors, agents, or employees will in no way increase the scope of this warranty. Nor may you rely on any such oral or written communication.

General

Deighton is not responsible for maintaining or helping the Licensee use the software, except through Deighton's Registered User Support Service. Deighton shall not be held responsible for any delay in performance arising out of causes beyond its control. Such causes may include, but are not limited to, fires, strikes, embargoes, acts of God or inability to secure transport facilities.

The failure of Deighton in any one or more instances to insist upon the strict performance of any of the terms or provisions of this agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to rely on any such terms or provisions on any future occasions.

This agreement constitutes the entire agreement and supersedes any prior agreement, between Deighton and the Licensee concerning the Software. Deighton is not bound by any provision of any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless Deighton specifically agrees to the provision in writing. This agreement cannot be amended, modified, or waived, unless the change is written and signed by an authorized Deighton representative.

This Agreement will be governed by the laws of Ontario, CANADA. The United Nations Convention for the International Sale of Goods shall not apply. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof shall be finally settled at Deighton's discretion (i) at your domicile's competent courts; or (ii) by arbitration in accordance with the Arbitration Rules of International Chamber of Commerce. The arbitration shall be conducted in Ontario, CANADA, in the English language. The award shall be final and binding on the parties. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST DEIGHTON AND ITS PARTNERS.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Deighton Associates Ltd

Address: 223 Brock St N, Unit 8, Whitby, Ontario Canada L1N 4H6

Contracting business entity's authorized agent: Corporation Service Company

Address: 209 West Washington St, Charleston WV 25302

Number or title of contract: CRFQ 0803 DOT1800000025

Type or description of contract: Pavement Management System Support & Maintenance

Governmental agency awarding contract: West Virginia Division of Highways

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

Deighton Associates Ltd

Signature: [Handwritten Signature] Date Signed: Oct 2, 2017

Check here if this is a Supplemental Disclosure.

Verification

Prov Ontario, Region County of Durham

I, Margaret Cervone, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken and sworn to before me this 2nd day of October 2017.

Regional Municipality of Durham limited to the attestation of Instruments and the taking of affidavits, for Deighton Associates Ltd. Expires 1st day of December 2019

Margaret Cervone Notary Public's Signature

To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure:

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **September 21, 2017 due by 4:00pm EST**

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: PMS Software
BUYER: Mark Atkins, File#33
SOLICITATION NO.: CRFQ 0803 DOT1800000025
BID OPENING DATE: 10/03/2017
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 n/a 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: October 03, 2017 @ 1:30pm EST

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
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.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation 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. 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.

13. 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.

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

15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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 should be submitted to the Purchasing Division 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 four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed forty-eight (48) months in total. 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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. 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 _____. The performance bond must be 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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. 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.

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

_____ 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.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

14. 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.

15. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.c.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND 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>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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”). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

41. 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.

42. 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.

43. 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 or such operations, from steel made by the open heath, 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:

c. 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

d. 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.


44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

 P. Eng., PRESIDENT

(Name, Title)
Robert Piane, P. Eng., President

(Printed Name and Title)
223 Brock Street North Unit 7, Whitby Ontario CANADA L1N4H6


(Address)
905 665-6605 / 905 665-6645

(Phone Number) / (Fax Number)
rob.piane@deighton.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.

Deighton Associates Ltd.

(Company)
 P. Eng., PRESIDENT

(Authorized Signature) (Representative Name, Title)

Robert Piane, P. Eng., President

(Printed Name and Title of Authorized Representative)

October 2, 2017

(Date)

905-665-6605 F - 905-665-6645

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Deighton Associates Ltd

Authorized Signature: [Signature] P. Eng. Date: October 2, 2017

Province ~~State of~~ Ontario

Region Durham, to-wit:
County of _____

Taken, subscribed, and sworn to before me this 2 day of October, 2017.

My Commission expires December 1st, 2019.

AFFIX SEAL HERE

Margaret Grace Cerrone, Notary Public
Regional Municipality of Durham
limited to the attestation of instruments
and the taking of affidavits,
for Deighton Associates Ltd.
Expires 1st day of December 2019

[Signature]

Purchasing Affidavit (Revised 07/07/2017)

CRFQ 0803 DOT1800000025
REQUEST FOR QUOTATION
Pavement Management System
Software License, Preventive Maintenance and Support

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Highways (WVDOH) to establish a one (1) year, open-end contract with optional four (4) one-year renewals, not to exceed sixty (60) months in total, for software preventive maintenance and support to the current West Virginia Division of Highways Pavement Management System. The Pavement Management System assists the West Virginia Division of Highways in analysis of collected condition information, compliance with federal government performance measures and management criteria, more efficiently spending its limited funds for pavement maintenance and in raising the overall condition of the highway system.

The WVDOH has made a large investment in the implementation of PMS and requires continuance of support and maintenance of the current software, including any additional training, resolutions to data problems and enhancements to the WVDOH customized software. The PMS enables the WVDOH to locate, maintain, rehabilitate and manage critical infrastructure assets throughout an asset's lifecycle.

The PMS includes all West Virginia paved roads with the capabilities to include, but not limited to, gravel/dirt roads, bridges, culverts, tunnels, curbs and gutters, sidewalks, signals, signs, guiderails/guardrails and sub-surface utilities.

NOTE: WVDOH Pavement Management System software maintenance expired on June 30, 2017. Maintenance, support and services becomes effective upon the "effective start date" of the awarded contract for a period of one year with optional annual renewals. Agency will not pay any reinstatement fees separately. Vendors should bid accordingly.

- 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" or "Contract Items"** means the list of items identified in Section 3.2.
- 2.2 "Pricing Pages"** means the schedule of prices attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

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- 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.
- 2.5 **“PMS”** used throughout this Solicitation means the WVDOH Pavement Management System.
- 2.6 **“BMS”** used throughout this Solicitation mean the WVDOH Bridge Management System.
- 2.7 **“dTIMS”** used throughout this Solicitation means Deighton Total Infrastructure Management System.
- 2.8 **“GSA”** used throughout this Solicitation means United States General Services Administration.
- 2.9 **“Deighton”** used throughout this Solicitation means Deighton Associates, Limited who is the software provider of the current dTIMS.
- 2.10 **“Authorized software and maintenance support vendor”** used throughout this Solicitation means the vendor has been trained by Deighton in the structure, operations, configuration, troubleshooting, maintenance and development of the database and related programming of dTIMS. *Reference 3.1.1.10 of the specifications for the requirements.*
- 2.11 **“LRS”** used throughout this Solicitation means Linear Referencing System and **“LRM”** used throughout this Solicitation mean Linear Referencing Methods, the method of storing geographic locations by using relative positions along a measured linear feature.
- 2.12 **“RIL”** used throughout this Solicitation means Road Inventory Log, a database system which contains geospatial highway inventory / route data.
- 2.13 **“Version 9”** used throughout this Solicitation means the Client version of dTIMS.
- 2.14 **“Dashboard”** used throughout this Solicitation means the Web-based (read only) version of dTIMS.
- 2.15 **“wvOASIS”** used throughout this Solicitation means the Enterprise Resource Planning (ERP) system utilized by the State of West Virginia for financial and asset management.

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2.16 “Cross-Asset Analysis” used throughout this Solicitation refers to the analysis tool which compares financial and condition information to maximize benefit to cost ratios for multiple assets simultaneously.

3. GENERAL REQUIREMENTS:

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

NOTE: If alternate 'or equal' products are proposed, the vendor must include as part of their bid, all software, hardware and services needed to migrate systems and data/files; train WVDOH staff; test systems; and test ALL migrated data/files. All associated costs shall be included in the dTIMS Version 9 Software Support & Maintenance, year 1, as indicated on the pricing page. This cost shall include all travel, meals, incidental expenses, equipment and labor for all personnel required by the vendor to provide this service.

3.1.1 **Software Support and Maintenance for the current PMS dTIMS Version 9/Dashboard License or Equal.** Support and maintenance shall include the following requirements:

3.1.1.1 All support referenced shall include:

- 3.1.1.1.1 Identification of software related programming or operational deficiencies.
- 3.1.1.1.2 Network / server conflicts and data format review through vendor provided online data systems.
- 3.1.1.1.3 Telephone conversations, online teleconference / webinars.
- 3.1.1.1.4 Email correspondence or onsite within 72 hours. An initial response as to the recommended level of effort or planned means to provide corrective measures will be made via email within 24 hours after notification from WVDOH to the Project Manager regarding the issue requiring support.

3.1.1.2 Provide support to resolve errors that arise within the software during condition data importation, analysis preparation, analysis, construction program development, or any errors which prevent the operation of the system.

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3.1.1.3 Provide services in improvements and enhancements to treatment triggers and resets, built-in functionality, and general maintenance of the PMS related to federal or state legislation, codes, standards or other requirements.

3.1.1.3.1 Maintenance services to be provided shall include installation of software updates, patches and service packs required to successfully utilize the dTIMS system. These maintenance items may be performed on the server or personal computers of the licensed users.

3.1.1.4 Provide support for the Deighton developed, independently operated regression application tool which integrates into the PMS analysis. Information from this application is utilized in an iterative process during the analysis within PMS.

3.1.1.5 Provide services to transition-to and implement new versions of the software and update all necessary components, modules, applications and interfaces required for the functional operation of the system.

3.1.1.6 Provide support for any user interface, license or log-in issues.

3.1.1.7 Provide support for Client and Web-based dTIMS applications.

3.1.1.8 Provide support for LRS, LRM and RIL updates.

3.1.1.9 Vendor shall provide reinstatement costs associated with PMS dTims version 9 Dashboard Maintenance which expired on June 30, 2017. The reinstatement costs, if applicable, must be included in the costs associated with the year one pricing only.

3.1.1.10 Provide a certified document from Deighton stating that the vendor is an approved authorized software maintenance and support provider for Deighton dTIMS Version 9/Dashboard system or subsequent versions / releases.

3.1.1.10.1 The Deighton certified document shall accompany the vendor's bid submission and the vendor's bid

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submission WILL be disqualified if submitted without the certified document.

- 3.1.1.11** Vendor should include with their bid a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree or accept as a part of this solicitation. This information will be required before a Purchase Order is issued.
- 3.1.2** **Support for the BMS.** Maintenance and support will be required for the BMS. Pricing included in Exhibit_A Pricing Pages for On-Site and/or Vendor Office support will be utilized to calculate delivery orders.
- 3.1.3** **Support for wvOASIS integration.** Maintenance and support will be required for wvOASIS integration. Pricing included in Exhibit_A Pricing Pages for On-Site and/or Vendor Office support will be utilized to calculate delivery orders.
- 3.1.4** **Support for Cross-Asset Analysis.** Modifications may be required due to federal or state legislation, codes, standards or other requirements. Pricing included in Exhibit_A Pricing Pages for On-Site and/or Vendor Office support will be utilized to calculate delivery orders.
- 3.1.5** **On-Site Support:** Vendor must provide per visit pricing for onsite visits in Exhibit_A Pricing Pages. This cost should include all costs for a (4) day trip to WVDOH, Charleston, WV. The vendor may use 1.5 days for travel and 2.5 days for on-site work. WVDOH will issue a release order when an onsite visit is required. Site visit costs should be based on the vendor providing one (1) employee per visit. Any additional personnel shall require prior approval from WVDOH.
- 3.1.5.1** Site visits shall be based on lump sum costs which include all travel expenses and labor including associated overhead and profit. Travel expenses shall include lodging, meals, airfare, car rental, toll fees, fuel and incidental expenses. Visit costs must be calculated using costs provided in Exhibit A, Pricing Page.
- 3.1.5.2** Additional personnel required for on-site visits that receive prior approval shall be invoiced at the hourly travel rates established on the Exhibit A, Pricing page.

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3.1.5.2.1 The hourly rates shall be provided by classifications that include travel expenses and labor including associated overhead and profit.

3.1.5.2.1.1 Travel expenses shall include lodging, meals, airfare and incidental expenses.

3.1.5.2.1.2 Car rental, toll fees and fuel expenses are included in the primary representative's site visit cost and will not be paid for additional personnel.

3.1.5.2.1.3 Carpooling of personnel is required and accommodations should be coordinated with the primary representative to avoid duplication of costs incurred by WVDOH.

3.1.5.2.1.4 Invoices submitted for unauthorized personnel will not be paid by WVDOH.

3.1.6 Vendor Office support. Additional support required by Vendor personnel stationed at an off-site office shall be invoiced at the hourly office maintenance and support rates established on the Exhibit A, Pricing Page.

3.1.7 Additional Licenses. The vendor shall provide per license pricing in Exhibit A, Pricing Page which will be used to acquire additional licenses if needed.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. A Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall Grand Total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Exhibit_A Pricing Pages by providing the Unit Rate for each contract item. Then multiply the Unit Rate by the Estimated Quantity and enter this amount into the Extended Cost box. Then add the Extended Cost column and enter this amount as the Grand Total for their bid. The pricing page has been provided in Excel and formatted to automatically calculate the Extended Cost and the Grand Total. However, it is the vendors' responsibility to ensure the cost for their bid is correct before submitting. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: mark.a.atkins@wv.gov

5. ORDERING, INVOICING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor can accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Invoicing: The vendor's invoicing shall conform to the following requirements.

5.2.1 Annual maintenance and support shall be invoiced as flat-fees except as noted in Section 3.1.1.

5.2.2 On-Site Support site visits shall be invoiced as flat-fees except as noted in Section 3.1.5.2.

5.2.3 All tasks requiring hourly rates in accordance with Section 3.1 shall contain time reports for the current invoice period and project with the following information, as a minimum:

5.2.3.1 Task assigned

5.2.3.2 Task performance date(s) and associated hours

5.2.3.3 Employee name

5.2.3.4 Classification

5.2.3.5 Billing rate per the pricing page

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

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within ten (10) working days after orders are received. Vendor shall deliver more complex or emergency orders within an alternative acceptable working timeframe after orders are received.

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

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

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

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

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

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- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.
- 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 Delivery Orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

8. MISCELLENOUS:

- 8.1 **No Substitutions:** The Vendor shall supply only Contract Items submitted in response to this Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** The Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, the Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** The Vendor shall provide quarterly reports and annual summaries to the Agency showing the Contract Items purchased, quantities of Contract Items purchased and the total dollar value of the Contract Items purchased. The Vendor shall also provide reports, upon request, showing the Contract Items purchased during the term of this Contract, the quantity purchased for each of those Contract Items and the total value of purchases for each of those Contract Items. Failure to supply such reports may be grounds for cancellation of this Contract.

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8.4 Contract Manager: During its performance of this Contract, the Vendor must designate and maintain a primary contract manager responsible for overseeing the 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. The Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gary Ruck, P. Eng.
Telephone Number: 905-665-6645 Ext 114
Fax Number: 905-665-6645
Email Address: gary.ruck@deighton.com

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; 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.

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: Deighton Associates Ltd

Signed: 

Date: October 2, 2017

Title: President