



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

Request for Quotation

RFQ NUMBER
85701001

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN JOHNSTON
304-558-2402

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS
 TRAFFIC ENGINEERING DIVISION
 BUILDING 5, ROOM A550
 1900 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25305-0430

DATE PRINTED 08/23/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **09/13/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-04		
SOFTWARE SOFTWARE FOR THE ELECTRONIC COLLECTION, ANALYSIS, MANAGEMENT AND ELECTRONIC SALE OF CRASH REPORTS AND OTHER STATEWIDE TRAFFIC SAFETY FORMS, AS PER THE ATTACHED SPECIFICATIONS. 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). A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED: <input type="checkbox"/> 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 <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS						

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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



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<p>PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p>						

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<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 33</p> <p>RFQ. NO.: 85701001</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ 85701001 ***** TOTAL:						_____

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Bid Specifications for Electronic Crash Report/Uniform Traffic Citation Submission, Management and Analysis Software

1. Description of Needs

The West Virginia Department of Transportation (WVDOT) is soliciting bids for electronic crash report and uniform citation submission software and corresponding three year software maintenance contract. The WVDOT is replacing the existing paper-based crash and citation form submission with a single software solution to standardize reporting throughout the State. The WVDOT has selected "Report Beam" developed by VS Visual Statement, Inc. as the model. Report Beam software, or its equal, will be accepted.

2. Scope

The WVDOT intends to purchase enterprise software that will be provided to all enforcement and traffic safety agencies throughout the State at no additional cost to those agencies. The vendor shall provide a turnkey, fully integrated (where customization or programming shall not be required to make software modules compatible), software solution that has the following components: electronic crash and citation forms that are an exact replica of the paper-based forms with automatic field population, document management with work flow and security, crash diagramming (which shall be part of the crash report), GIS based mapping, accident reconstruction, statistical crash and citation data report builder, and e-commerce. Specific requirements are listed in Sections 5.0 through 12.0 and shall be completed by each bidder. Failure to complete this information will result in the bid to be considered non-responsive and eliminated from consideration.

3. General Bid Requirements

The software offered must be in full commercial production. No "brand new" or prototype models will be considered. When requested, proof of current sales and delivery of the specified software over the past 6 months shall be provided, in writing, referencing current customers with contacts and phone numbers for verification. All bidders must provide documentation that they are authorized to sell and support the products on which they bid.

When requested by the WVDOT, the bidder shall furnish a fully functional, with no limitations, working version of the software with the required forms at no charge within 10 days of the request.

All hardware will be purchased separately. Bidders must include hardware (server system) requirements by completing Section 13.0. Failure to provide this information will result in rejection of the bid.

4. Format of Product Bid Responses:

All bidders must complete the bid response sheets (Sections 5-12). Bidder shall check "yes" or "no" for full compliance with the requirements of each paragraph. For any paragraphs checked "no", the bidder shall indicate the exact deviation from the specification and why the deviation is the equivalent, exceeds or does not meet the requirement. Products not meeting or exceeding these specifications will be eliminated from consideration. Bidders returning only information concerning their products without addressing the following specification requirements shall be eliminated from consideration as non-responsive. WVDOT reserves the right to terminate the contract for unacceptable performance according to specifications, untimely delivery times on product, or lack of technical support.

5. Software-General Requirements

- 5.1. The system shall be capable of being fully deployed within 60 business days of contract award.
YES ___ NO ___
- 5.2. The system shall include exact replicas of the 2006 version of the Uniform Citation and Uniform Crash report.
YES ___ NO ___
- 5.3. The system shall be developed within the Microsoft .NET Framework.
YES ___ NO ___
- 5.4. The system shall be capable of being hosted and administered by the West Virginia Department of Transportation-Division of Highways.
YES ___ NO ___
- 5.5. The system shall provide the capability to be self-hosted by agencies that wish to maintain their own data repository. In the case of an agency that would prefer to host its own system, the system must automatically migrate all data collected by the agency database to the state-level database.
YES ___ NO ___
- 5.6. The client software (for data capture) must be able to run on Windows 98/Me, Windows 2000, and Windows XP.
YES ___ NO ___
- 5.7. The vendor shall propose a system allowing the software to be resident on the laptop/desktop or tablet.
YES ___ NO ___
- 5.8. The system shall provide multiple levels of security to provide local agencies with the ability to limit access to report requests.
YES ___ NO ___
- 5.9. The system shall be fully menu-driven and GUI-based with a fully developed help feature on any required function.
YES ___ NO ___
- 5.10. The system shall be easy to use and require no prior knowledge of computers other than the proposed system training.
YES ___ NO ___
- 5.11. The WVDOT requires a collision reporting solution that is composed of modules for report completion, diagramming, server based statistics, and electronic report distribution all created by the vendor. Proposals from vendors of a system comprised of various third party modules for the above functions will not be accepted unless proof of full integration and functionality is provided.
YES ___ NO ___
- 5.12. The system shall include a built-in help system accessible from within the program.
YES ___ NO ___

6. Software-Data Collection System

- 6.1. The system shall provide a data capture method that requires the user to complete an electronic replica of the existing West Virginia Traffic Crash Report on screen. A software dialog collection approach will not be accepted.
YES ___ NO ___

6.2. The interface provided to officers for the completion of a report shall look identical to the paper-based crash report. Wizard-based approaches or approaches requiring the officer to learn a different method of inputting data into the report will not be accepted.

YES ___ NO ___

6.3. The system must be capable of expanding to incorporate additional paper-based forms within the electronic workflow. These additional forms should follow the same 'replica' based approach used with the crash form.

YES ___ NO ___

6.4. The system shall provide a mechanism for the completion of the report in both an online environment (network connectivity) and an offline environment. The officer shall be able to complete a crash report or citation when completely disconnected from the network.

YES ___ NO ___

6.5. The system shall include a robust and customizable validation system to ensure the report is completed accurately by the officer. These validation rules shall include, but not be limited to, the following:

YES ___ NO ___

6.5.1. Field lookup validation – the form capture system should have the ability to cross-check fields with database values to ensure the correct values have been entered.

YES ___ NO ___

6.5.2. Visual indications of mandatory fields still requiring attention.

YES ___ NO ___

6.5.3. The ability to dynamically alter the status of required fields versus optional fields based on previous selections.

YES ___ NO ___

6.6. The system shall allow all business rules (edits, validations) to be executed at the client level in order to permit the officer to correct errors immediately.

YES ___ NO ___

6.7. The system shall allow for the capture of GPS (Global Positioning System) crash co-ordinates by the officer either through manual entry and/or hardware integration with a GPS device.

YES ___ NO ___

6.8. The system shall provide for the capture of the West Virginia driver's license 2D barcodes for automatic population of fields within the report.

YES ___ NO ___

6.9. The system shall permit an officer to exit an incomplete report and return to finalize that report at a later time. The system shall store the "draft" report on the computer being used by the officer.

YES ___ NO ___

6.10. The system shall include descriptive dropdown menus with all codes used on the collision form.

YES ___ NO ___

6.11. The system shall allow a spell-check to be performed on all fields within the collision form.

YES ___ NO ___

6.12. The data collection system shall be capable of using a signature capture pad to capture signatures in the field.

YES ___ NO ___

- 6.13. The software shall allow for multiple hardware technologies to be used for signature capture.
YES ___ NO ___
- 6.14. The system shall output all completed reports as Adobe PDF documents for reproduction.
YES ___ NO ___
- 6.15. The system shall have integrated officer level security to ensure reports completed by the officer can only be modified by the officer who owns the report.
YES ___ NO ___
- 6.16. The system shall store all data in a non-proprietary format (preferably XML).
YES ___ NO ___
- 6.17. The system must be capable of encrypting all data transfers.
YES ___ NO ___
- 6.18. The system shall allow officers to submit the report to the centralized server through a variety of technologies including: direct network connection, wireless TCP/IP network, or exporting the report to a floppy or USB drive.
YES ___ NO ___
- 6.19. The system must be capable of allowing the WVDOT to enter/submit collision reports that have arrived in paper format.
YES ___ NO ___
- 6.20. The data collection system should allow officers to download any rejected reports from the centralized server for review and correction. The report should be capable of being corrected either in an online or offline environment once downloaded.
YES ___ NO ___
- 6.21. The application shall automatically import collision diagrams to scale and be capable of attaching notes to the report for review by others.
YES ___ NO ___
- 6.22. The system must include an integrated diagramming tool that inserts the completed diagram in the West Virginia crash report. The diagramming software application must include the following:
YES ___ NO ___
- 6.22.1. Vector-based diagramming.
YES ___ NO ___
- 6.22.2. User-friendly tools, requiring little or no training, including a wizard based system for rapid completion.
YES ___ NO ___
- 6.22.3. Rapid editing features for quick completion of basic roadway configuration diagrams.
YES ___ NO ___
- 6.22.4. Template library of common roadway shapes with the option to add user-defined templates.
YES ___ NO ___
- 6.22.5. Table of symbols used in collision diagramming.
YES ___ NO ___

- 6.22.6. Table of crime symbols. YES ___ NO ___
- 6.22.7. Must include a measurement log for inputting and displaying measurement data taken at the scene. YES ___ NO ___
- 6.22.8. Must include the functionality to place an exact vehicle on scene from a North American vehicles standard database. YES ___ NO ___
- 6.22.9. Must be able to display wheel hub and/or center of mass of vehicles placed on the scene. YES ___ NO ___
- 6.23. The diagramming component shall be capable of being expanded upon via add-on modules including the following features: YES ___ NO ___
- 6.23.1. Shall have 3D capability for agencies wishing to upgrade to advanced collision diagramming. YES ___ NO ___
- 6.23.2. Shall have 2D Animation capability for agencies wishing upgrade to advanced collision diagramming. YES ___ NO ___
- 6.23.3. Shall have 3D Animation capability for agencies wishing to upgrade to animated presentations for court proceedings. YES ___ NO ___
- 6.23.4. Shall have the capability to upgrade to a reconstruction calculation component. YES ___ NO ___
- 6.23.5. Shall allow importing of aerial photographs to be utilized as a backdrop for collision scenes. YES ___ NO ___
- 6.23.6. Capability to be integrated with a photo rectification component. YES ___ NO ___

7. Software-Electronic Document Management Services

- 7.1. The application must provide a web-based system for officers, supervisors, and other stakeholders to access the reports. This web-based system shall include the ability to view the reports in PDF format, approve or reject the reports, and query the system for statistical analysis. YES ___ NO ___
- 7.2. An approval/rejection system shall be incorporated which provides for notes to be attached for officer review. These notes shall automatically be transmitted with the report. YES ___ NO ___
- 7.3. The system shall be capable of supporting a minimum of two-tiered approval/rejection system for specific reports. The workflow involving the two-tiered approach will be determined at a later date. YES ___ NO ___
- 7.4. The system shall include integrated security that allows each local agency to review, approve and query their own data without having access to other agencies' data. YES ___ NO ___

7.5. The system shall support a flexible role-based security system that allows access to specific functionality to be enabled or disabled by administrators.

YES ___ NO ___

7.6. The system must provide a mechanism (web services) for transferring completed/approved reports from the compartmentalized local agency data automatically to the State data repository.

YES ___ NO ___

7.7. The system shall provide a comprehensive report activity tracking system. The audit log should track any activity on a report including viewing, submitting, rejection and approvals.

YES ___ NO ___

8. Software-Statistics and Web-based mapping

8.1. The system shall be capable of displaying crash locations on a vendor provided GIS map.

YES ___ NO ___

8.2. The system shall be capable of querying the database for any criteria (element) found on the West Virginia Uniform Traffic Crash Report or Uniform Citation.

YES ___ NO ___

8.3. The system must be capable of importing GPS coordinates and using those results for mapping and querying crash and/or citation locations.

YES ___ NO ___

8.4. The vendor shall provide base GIS maps for use within the application.

YES ___ NO ___

8.5. Shall have the ability to build and save previously generated queries.

YES ___ NO ___

9. Software- E-Commerce distribution of reports

9.1. The system shall be capable of interfacing with a payment processing system for the automated electronic distribution of crash reports to the public, insurance companies, and involved parties.

YES ___ NO ___

9.2. The system for the internet-based e-commerce distribution of reports must have the ability to automatically redistribute the revenues generated by the system on the basis of proportionate distribution of revenues as specified by a partnership agreement to be developed at a later date.

YES ___ NO ___

9.3. The State requires that the vendor is capable of hosting the internet-based e-commerce distribution solution in the event that the State elects to partner on the distribution.
YES ___ NO ___

9.4. The e-commerce system shall provide flexible, customizable rules regarding the purchasing of reports. The system must include customizable searching criteria for a visitor to purchase a report.
YES ___ NO ___

9.5. The system should be capable of masking specific data elements within the report prior to providing the report to the public. For example, an involved party's social security number.
YES ___ NO ___

10. Additional Requirements

10.1. The system shall provide an internet-based, automated method of updating report forms deployed in the field.
YES ___ NO ___

10.2. The vendor agrees to update the forms (uniform traffic crash report and uniform citation) included with this proposal to reflect any changes at no additional fee.
YES ___ NO ___

10.3. The data collection system must utilize an exact electronic replica of the current West Virginia Uniform Crash Report and Uniform Traffic Citation in order to minimize the learning curve for officers in the field.
YES ___ NO ___

10.4. During the vendor selection process, each vendor will be required to demonstrate a working solution that includes the 2006 version of the West Virginia uniform traffic crash report.
YES ___ NO ___

11. Training Requirements

11.1. The vendor shall conduct a 5-day "train-the-trainer" training course which must be completed prior to full acceptance of the system by the WVDOT.
YES ___ NO ___

11.2. The system shall include video tutorials in the use of the system which will be distributed free of charge to all participating agencies.
YES ___ NO ___

11.3. WVDOT will provide a minimum of 10 business days notice for the vendor to be on site for technical support. Once notified, the Vendor shall be on-site to provide technical support for up to five days.
YES ___ NO ___

11.4. All training shall be included in the enterprise software license. No separate reimbursement will be made to the vendor.

12. References Requirements

12.1. The vendor must provide 3 distinct references of a working, fully deployed system. The 3 references must be composed of:

12.1.1. State-wide deployed system
YES ___ NO ___

12.1.2. County-level deployed system YES ___ NO ___

12.1.3. City deployed system YES ___ NO ___

12.2. All references must include a completed solution featuring electronic data capture, electronic report management, statistical analysis systems, and public e-commerce distribution.

13. Hardware Requirements

Indicate all hardware required for the proposed software to function efficiently. If additional space is required check the box below and attach information.

Additional information attached (Note number of pages) _____

14. Annual Maintenance

- 14.1. Technical support shall be unlimited and shall be included in the annual maintenance fee. No separate reimbursement will be made to the vendor.
- 14.2. WVDOT reserves the right to modify the Uniform Traffic Crash Report form and the Uniform Citation. These modifications shall be made within 5 business days of a request by WVDOT. All costs for the vendor to prepare these modifications shall be included in the annual maintenance fee. No separate reimbursement will be made to the vendor.
- 14.3. WVDOT reserves the right to modify the associated Uniform Traffic Crash Report and Uniform Citation data element edits. Any edit modifications shall be made within 5 business days of a request by WVDOT. All costs for the vendor to prepare edit modifications shall be included in the annual maintenance fee. No separate reimbursement will be made to the vendor.
- 14.4. Vendor shall provide off-site database back-up. This cost shall be included in the annual maintenance fee. No separate reimbursement will be made to the vendor.
- 14.5. Vendor shall provide all software product updates at no additional cost to the WVDOT. The cost associated with these updates shall be included in the annual maintenance fee. No separate reimbursement will be made to the vendor.

15. Confidentiality

WVDOT may grant Vendor and its employees specific access to WVDOT's physical facilities, its computer network, systems/applications and equipment and its information in various oral, written or electronic forms. All information disclosed or provided by WVDOT will be considered to be Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided. Confidential Information will not include information that:

- is generally known about WVDOT and West Virginia State Government;
- is now or subsequently becomes generally available to the public through no wrongful act of Vendor;
- Vendor rightfully had in its possession prior to the disclosure to Vendor by WVDOT;
- is independently created by Vendor without direct or indirect use of the Confidential Information; or
- Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

Vendor may only disclose WVDOT's Confidential Information to its employees and agents that have a need to know in relation to work they are performing under this Purchase Order.

Vendor will access WVDOT's and State of West Virginia's governmental facilities, computer network, systems/applications, equipment and information only after requesting and being granted permission. Vendor must request permission from WVDOT's Project Administrator. Upon receiving access permission, Vendor will be instructed as to the limitations of the approved access and Vendor will not exceed those limitations.

Vendor will only use the information and physical or network accesses approved by WVDOT to perform the required services.

Vendor will limit access to WVDOT's Confidential Information, computer network, systems/applications and equipment to only those of its employees or agents that are directly involved in performing the contracted work. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use and will take all other necessary steps to ensure that the terms of this agreement are not violated by such personnel.

Vendor will keep track of Confidential Information, computer network, systems/applications and equipment to which it has been granted access. WVDOT may at any time request the return of any or all Confidential Information or may revoke access permissions. Upon completion and acceptance of all work or upon completion or termination of Contract, Vendor must relinquish all Confidential Information and access to computer networks, systems/applications and equipment of WVDOT.

If Vendor loses or makes unauthorized disclosure of WVDOT's Confidential Information, Vendor will immediately notify WVDOT's Project Administrator and will take all reasonable steps necessary to retrieve the lost or improperly disclosed information. Likewise, if Vendor discovers that their access to WVDOT's computer network, systems/applications and equipment has been used by any unauthorized individual or entity, Vendor will immediately notify WVDOT's Project Administrator and will take all reasonable steps necessary to terminate the unauthorized access.

16. Ownership of Software

All creations, excluding source code, forms or technical information (including without limitation, charts, manuals and documentation, and training materials) created by the vendor for WVDOT are considered to be in the Public Domain.

17. Cost Summary

Complete the cost table below adding additional rows if needed. If additional items/services/tools/software are needed, provide in detailed information. Quote shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or other expenses.

Cost Summary				
Item Description	Quantity	Unit	Cost per Unit	Total Cost
Software-Data Collection	1	Unlimited Site License		
Software-Document Management	1	Unlimited Site License		
Software-Statistics and Web-based mapping	1	Unlimited Site License		
Software-Diagramming	1	Unlimited Site License		
Software-Accident Reconstruction	25	Single License		
Annual Maintenance	3	Year		
Other, if applicable (must specify in detail)				
TOTAL COST TURNKEY SOFTWARE:				

Option 1: Vendor hosted e-commerce system				
Description	Quantity (estimate)	Unit	Cost per Unit	Total Cost
Fee per crash to collect payment and distribute funds to appropriate enforcement agency.	50,000	Crashes		
TOTAL ANNUAL COST OF OPTION 1:				
Option 2: WVDOT hosted e-commerce software				
Description	Quantity	Unit	Cost per Unit	Total Cost
Software, e-commerce	1	Unlimited Site License		
TOTAL ANNUAL COST OF OPTION 2:				

Note: Data Collection, Document Management, Statistical/Mapping and Diagramming components will be provided Statewide at a single cost (enterprise level). Unlimited Site License includes WVDOT, other highway safety agencies, and all West Virginia law enforcement agencies. The Accident Reconstruction component is a required enhancement; however, it will be provided at an individual cost per license.

ATTACHMENT

P.O.# _____

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

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

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

1. ARBITRATION - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. HOLD HARMLESS - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. GOVERNING LAW - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. TAXES - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. PAYMENT - Any references to prepayment are deleted. Payment will be in arrears.
6. INTEREST - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. RECOUPMENT - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. STATUTE OF LIMITATION - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. SIMILAR SERVICES - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. ATTORNEY FEES - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. ASSIGNMENT - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. LIMITATION OF LIABILITY - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. RIGHT TO TERMINATE - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. TERMINATION CHARGES - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. RENEWAL - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. INSURANCE - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. RIGHT TO NOTICE - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. ACCELERATION - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. AMENDMENTS - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

EXCEPTION:

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

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____