



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
638000017

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF HIGHWAYS  
 CHIEF OF INFORMATION SYSTEMS  
 BUILDING 5  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0430 304-558-0408

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/23/2007				
BID OPENING DATE: 11/13/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	MN		920-45		
SOFTWARE MAINTENACE AND SOFTWARE LICENSES  CONTRACT TO PROVIDE SUBSCRIPTION SOFTWARE MAINTENANCE AND SOFTWARE LICENSES FOR WVDOT'S EMC APPLICATION AND WEB XTENDER SYSTEM ALL IN ACCORDANCE WITH THE ATTACHED BID SPECIFICATIONS.  A PRICE ESCALATION OF UP TO 5% WITH JUSTIFICATION MAY BE CONSIDERED AT EACH RENEWAL.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL						

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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 may be deemed null and void, and 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.

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**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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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I 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)</p>						

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<p>YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH</p>						

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<p>PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF 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>						

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<p>TITLE: -----</p> <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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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.: 638000017</p> <p>BID OPENING DATE: 11/13/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
-----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
-----						
***** THIS IS THE END OF RFQ 638000017 ***** TOTAL: _____						

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## 1 Description of Needs

The West Virginia Department of Transportation (WVDOT) is soliciting bids for software maintenance for its EMC Application and Web Xtender System. In addition, WVDOT would like to purchase ten (10) additional Application Xtender licenses with software maintenance. The vendor shall submit pricing for the additional license/maintenance purchase. In addition, the vendor shall submit unit pricing, including maintenance, which may be considered for future license purchases throughout the contract period.

The Application Xtender system is installed at the central office located in Charleston, WV; however, access is provided to ten (10) District Office located through out the State. **Vendor is expected to supply onsite maintenance in the Charleston area only. Remote assistance shall be supplied to the District Offices.**

The vendor shall include necessary software maintenance/support subscription on the WVDOT EMC software licenses as described in section 1.3 of this RFQ. This is an all inclusive software maintenance contract.

The WVDOT EMC Application Xtender solution is heavily used throughout the organization and is critical to the operations of the agency. Therefore, the vendor shall have two full time, EMC/Legato authorized technicians on staff, working out of the office responding to this RFQ. The vendor shall provide four hour call back and next day, onsite assistance for software issues.

### 1.1 Award

Award shall be based on the lowest bid meeting specs for the software maintenance RFQ. Award shall be to a single vendor. Vendor shall identify all subcontractors.

This shall be a one year maintenance/license contract with the option of two consecutive one year renewals with written agreement of both parties.

Quote shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or other expenses.

### 1.2 Confidentiality of Data

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:

- a. is generally known about WVDOT and West Virginia State Government;
- b. is now or subsequently becomes generally available to the public through no wrongful act of Vendor;
- c. Vendor rightfully had in its possession prior to the disclosure to Vendor by WVDOT;
- d. is independently created by Vendor without direct or indirect use of the Confidential Information; or
- e. 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' 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' 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.

### 1.3 Legato Application Xtender Software Support Requirements

- 1.3.1 Specifications for software to be covered under this maintenance contract are outlined in the following table. NOTE: Application Xtender is using Microsoft SQL 2003 database, the vendor will not be expected to support this Microsoft product.

Software	Version
Application Xtender (25 user license)	5.30.068
WebXtender (15 user license)	5.30.068
ScanXtender (1 user license)	5.30.068
Disk Xtender Level A	5.60.025
Media Stor	5.60.025

- 1.3.2 The vendor shall obtain EMC authorized support for WVDOT existing software licenses, this support will provide the vendor with access to recommended upgrades, patches and service releases.
- 1.3.3 The vendor shall provide WVDOT with unlimited hours of software support annually to answer questions or provide troubleshooting on the system via telephone or onsite service.
- 1.3.4 The vendor shall provide WVDOT with a local or toll free telephone number for software support. This number shall be available between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday (excluding Holidays).
- 1.3.5 The vendor shall provide onsite support between the hours of 8:30 a.m. to 4:00 p.m., Monday through Friday (excluding Holidays)
- 1.3.6 The vendor shall provide four hour call back and next business day onsite response for both software and hardware issues.
- 1.3.7 The vendor will be required to install server updates/upgrades for the EMC software. Installation of such updates/upgrades shall be mutually agreed upon by the WVDOT project manager.
- 1.3.8 In the case of unexpected system failure or corruption. Vendor will be expected to restore system from tape and/or optical backups.
- 1.3.9 Vendor will work with WVDOT technical staff to resolve possible EMC system and DOT system conflicts should they arise.
- 1.3.10 Vendor will actively assist in resolving hardware conflicts with other vendors should they arise.
- 1.3.11 Vendor will provide technical assistance in the creation of new EMC Application Xtender applications.
- 1.3.12 Vendor will provide technical assistance to WVDOT staff for the installation of new scan workstations and scanners.

## **2 Vendor Experience / References**

- 2.1.1 Vendor shall have a minimum of two years experience with EMC Application Xtender and must be registered with EMC as an authorized reseller.
- 2.1.2 Vendor shall have two full time, EMC/Legato authorized technicians on staff. Each staff member must have a minimum of 2 years experience working with Application Xtender.
- 2.1.3 The vendor shall have at least one member on staff that has experience creating Application Xtender customizations using the Application Xtender Scripting Tool.
- 2.1.4 The vendor shall have at least one member on staff that has Visual Basic .NET programming experience.

2.1.5 The vendor shall supply references that document all experience requirements. The vendor shall describe in detail the services performed and shall outline any system programming or customizations. References shall be used to verify the experience requirements.

Information provided shall include name(s) and contact information of person(s) who worked on this project and can be currently contacted. References shall include:

<b>Reference #1:</b>	
Name of Company:	
Description of Service provided:	
Date of Service Provided:	
Contact Name/Title:	
Contact Number:	
<b>Reference #2:</b>	
Name of Company:	
Description of Service provided:	
Date of Service Provided:	
Contact Name/Title:	
Contact Number:	

Vendor shall specify the name(s) of the EMC support personnel that they have currently employed, their number of years of experience with EMC and training they have received on EMC Application Xtender.

Support Personnel	Years of experience with EMC	Training on EMC (include dates/name of course/location of course)

### 3 Cost Summary

The vendor shall provide an annual unit cost for coverage of each item under this contract. **Quote shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or other expenses.**

Software Maintenance	Annual Cost
Application Xtender (25 user license)	
WebXtender (15 user license)	
Disk Xtender Level A	
Media Stor	

Software	Software Cost	Software Maintenance
Application Xtender 10 user license expansion		
Single Application Xtender License Purchase*		
Single Web Xtender License Price*		

\*If additional licenses are purchased during the contract period, the vendor will be required to prorate the software maintenance so that it expires at the same time the contract expires. The goal is to keep software maintenance for all licenses on the same renewal schedule.

TOTAL ANNUAL COST: \$ \_\_\_\_\_

RFQ No. 638000017

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed 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 exceed 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:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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](http://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: \_\_\_\_\_