

Solicitation 1206-012

Proprietary Software

State of California

Bid 1206-012 Proprietary Software

Bid Number **1206-012**
 Bid Title **Proprietary Software**

Bid Start Date **Jun 12, 2012 3:09:45 PM PDT**
 Bid End Date **Jun 22, 2012 2:00:00 PM PDT**

Bid Contact **Richard Flores**
916-651-1390
rflores@parks.ca.gov

Contract Duration **One Time Purchase**
 Contract Renewal **Not Applicable**
 Prices Good for **45 days**

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk. The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.**

Bid Comments **SHIP TO: Cathy Mundy**
CHARGE TO: Same
FY 11/12

Item Response Form

Item **1206-012--01-01 - Imported Item Lot: Proprietary Software**
 Quantity **70 hour**
 Unit Price
 Delivery Location **State of California**
Dept of Parks and Recreation - (1416-9th St)
 1416 Ninth Street
 Sacramento CA 95814
Qty 70

Description
 Upgrade/Downgrade maintenance support

Item **1206-012--01-02 - Imported Item Lot: Proprietary Software Maintenance**
 Quantity **224 hour**
 Unit Price
 Delivery Location **State of California**
Dept of Parks and Recreation - (1416-9th St)
 1416 Ninth Street
 Sacramento CA 95814
Qty 224

Description
 Emergency - On Site/Con-Call support

Form GSOP S5-PIN (01-05)

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES – PROCUREMENT DIVISION



Request for Quotation

DUE DATE 6/22/12		Responses must be delivered to the Procurement Division before 2:00 PM on the Due Date		
SUPPLIER CONTACT: PHONE: SUPPLIER NUMBER: NAME (PRINT)		SOLICITATION NO. REV. DATE 1206-012 6/12/12		DELIVERY DATE As Specified
		PURCHASE EST. NO. REV. REQ-100561		AGENCY BILLING CODE 53070
		AGENCY PURCHASE EST NO. E1107001		ARE YOU CLAIMING PREFERENCE AS A CALIFORNIA CERTIFIED SMALL BUSINESS? YES ☐ NO ☐ IF YES, MANUFACTURER? YES ☐ NO ☐ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES ☐ NO ☐
		F.O.B. DESTINATION UNLESS BIDDER STATES OTHERWISE		
		SHIP TO: As Specified		
SEE REQUIRED PAYMENT DATE OF THE GENERAL PROVISIONS PARAGRAPH 30.				
TITLE		FOR FURTHER INFORMATION, CONTACT: BUYER: John Medeiros PHONE: 916-375-4412 EMAIL: john.medeiros@dgs.ca.gov		
SIGNATURE		Return To: DGS/PROCUREMENT DIVISION 707 3RD ST. 2ND FL (95605) P.O. BOX 989054 W. SACRAMENTO, CA 95798		
TELEPHONE NUMBER		DATE		
FAX NUMBER		SECTION 14835 ET SEQ. OF THE CALIFORNIA GOVERNMENT CODE REQUIRES THAT A 5% PREFERENCE BE GIVEN TO BIDDERS WHO QUALIFY AS A SMALL BUSINESS OR BIDDERS WHO QUALIFY AS A NON-SMALL BUSINESS CLAIMING AT LEAST 25% CALIFORNIA CERTIFIED SMALL BUSINESS PARTICIPATION. FOR REQUIREMENTS SEE TITLE 2, CALIFORNIA CODE OF REGULATIONS, SECTION 1896, ET SEQ. THE REQUIREMENTS FOR NONPROFIT VETERAN SERVICE AGENCIES QUALIFYING AS A SMALL BUSINESS ARE CONTAINED IN SECTION 999.50 ET SEQ. OF THE MILITARY AND VETERANS CODE.		
FEDERAL EMPLOYER IDENTIFICATION NUMBER		Bidder offers and agrees if this response is accepted within 45 calendar days from the date of opening to furnish all of the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified above and subject to the attached General Provisions.		
DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) the National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the small business preference, the information set forth within is true and correct.				

Solicitation #1206-012 is for the purchase of thirty-six (36) months of software support for WebFocus Program for the Department of Parks and Recreation.

****IMPORTANT SUPPLIER NOTE****

Bidders are **required to submit both an electronic bid and paper bid** response by the due date and time identified in this solicitation.

Paper Bid: The paper bid response will be deemed the "Master Copy". For evaluation purposes, the paper bid (Master Copy) shall be complete and include all of the required bid submittals in order to be deemed responsive to the bid requirements. If the paper bid response is incomplete and/or includes discrepancies, you may be deemed non-responsive and subject to the rejection process.

Electronic Bid: The electronic bid response will be deemed a "Copy". Please use the BidSync system to submit an electronic bid response. If you need assistance and/or have trouble submitting an electronic bid response, please contact a BidSync representative at (801) 765-9245.

METHOD OF AWARD

This solicitation shall be awarded on an "All or None" basis to the lowest responsive and responsible bidder meeting all administrative and technical requirements, terms, and conditions of this solicitation.

RESPONSIVE BIDDER

A supplier provides a bid response that is compliant with solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.

RESPONSIBLE BIDDER

A supplier who is responsible and submits a responsive bid is one who clearly indicates compliance without material deviation from the solicitation's terms and conditions and who possesses the experience, facilities, reputation, financial resources and other factors existing at the time of contract award.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS

For the purposes of this solicitation, the Disabled Veteran Business Enterprises (DVBE) participation requirement has been waived.

PRICES

Prices noted shall be all inclusive. Only the prices/charges submitted in the bid response shall be accepted and included in the awarded contract.

TERMS AND CONDITIONS

The attached Statement of Work, consisting of six (6) pages is part of this solicitation.

The following documents are incorporated into this solicitation and may be viewed at the website listed. If you are unable to view this document, please contact the buyer listed on the front of this RFQ.

BIDDER INSTRUCTIONS:

The Bidder Instructions applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/GSPD451-110911.pdf>

INFORMATION TECHNOLOGY (IT) GENERAL PROVISIONS:

The General Provisions applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.PDF>

INFORMATION TECHNOLOGY (IT) SPECIAL PROVISIONS:

The Information Technology (IT) Special Provisions applicable to this solicitation are located at the link below:

<http://www.documents.dgs.ca.gov/pd/modellang/Purchasespecial020807.pdf>

<http://www.documents.dgs.ca.gov/pd/modellang/softwarespecial012103.pdf>

PLEASE NOTE:

The State is **not negotiating** any of the Terms and Conditions on the above Provisions.

Only bids quoted on the State's own bid form will be considered. Bids submitted referencing supplier attachments, which include legal terms, and conditions that conflict with the State's General Provisions shall be considered non-responsive and such bids may be rejected.

CALIFORNIA SELLER'S PERMIT

Bidders must provide their California retailer's seller's permit or certification of registration and, if applicable, the permit or certification of all participating affiliates, issued by California's State Board of Equalization (BOE), pursuant to all requirements as set forth in Sections 6487, 7101 and Sections 6452.1, 6487.3, 18510 of the Revenue and Taxation Code, and Section 10295.1 of the Public Contract code. In order to expedite the process of verifying the validity of the permit, provide the BOE permit number in the space provided below (or attach a copy of the permit with your bid.)

For instructions on how to obtain a California Sellers Permit number or register to do business in the State of California, visit the Board of Equalization website at www.boe.ca.gov.

Retailer's Seller's Permit Number: _____

SALES TAX

Sales tax is not to be included on the bid or in the bid pricing. If awarded this bid, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the product is to be delivered.

FACSIMILE (FAXED) BIDS

Faxed bids will be considered for the solicitation only if they are sent to **(916) 375-4613**. Bids sent to any other fax number will not be considered. Only pages of the faxed bid received prior to the bid opening time specified in the solicitation will be considered the "complete bid". Please be advised that there is a heavy demand placed on the fax machine receiving bids and the State assumes no responsibility if a supplier cannot transmit their bid via fax or if the entire bid is not received prior to the bid opening time.

CHANGE ORDERS

Any Purchase Order resulting from this bid may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.

SPECIFICATION COMPLIANCE

If the bidder has indicated that the product offered does not comply in all respects with the attached Statement of Work, bidder is to list below, in detail, any and all deviations.

**Parks and recreation
Administrative Services Division**

STATEMENT OF WORK

WebFocus Maintenance Service

This Statement of Work ("Agreement") reflects the services to be provided by (Contractor), hereinafter referred to as the "Contractor," for the Department of Parks and Recreation, hereinafter referred to as the "State".

SCOPE

The Contractor will provide thirty-six (36) months of software support for WebFocus Program. Contractor must be an authorized reseller of WebFOCUS Support.

Support will include the following services:

Task One (1): Upgrade Support. Assist with system level WebFOCUS upgrades and support for the purchased Information Builders software components. Apply system patches, monitor performance and make modifications as needed to improve performance.

Task Two (2): Program maintenance and emergency support for the WebFOCUS for CALSTARS Fiscal Tracking System, as needed for the purchased Information Builders software components for the project.

Task Three (3): Program maintenance and emergency support for the MAINTAIN application, as needed for the purchased Information Builders software components until its conversion to asp.net.

Additional Contractor Tasks and Responsibilities:

- Provide documentation for any changes to programming.
- Provide programming maintenance and perform support, modifications and troubleshooting tasks for DPR's existing WebFOCUS applications during and after deployment of patches and upgrades. Document any changes to programming resulting from the patches or upgrades.
- Provide proposed solution, estimated time for resolution, code, test, and implement the solution to the satisfaction of the DPR Project Manager.
- Respond to emergency requests within 4-6 hours of contact and provide staff support within 48 hours for critical issues – an emergency request

would be made if there is a critical need such as the entire Fiscal Tracking System or a major portion of it becoming unusable creating a work stoppage and Department of Parks and Recreation could not make the repair in-house within a reasonable amount of time.

- Ensure proper use of Microsoft SQL database permissions and make sure security best practices are implemented and followed.
- Use Development, Test and Production environments with SDLC in mind.
- Perform root cause analysis during problem resolution.
- Recommend and implement preventative techniques for problems identified.
- Provide in-depth documented analysis of all work issues identified and resolved.
- Ability to train and provide knowledge transfer to DPR Staff.

REQUIRED QUALIFICATIONS AND SKILLS:

The contractor requires extensive experience (minimum 3 years) developing, maintaining, delivering and customizing WebFOCUS . The contractor must be capable of troubleshooting and modifying WebFOCUS using Developer Studio and the WebFOCUS language. The contractor must also be familiar with iWay, Data Migrator, EDA and SQL Server products.

The contractor should be skilled at troubleshooting, evaluating and documenting system interdependencies, processes and workflows. The contractor must be able to communicate these interdependencies in such a manner that technical or functional team members can understand.

- Five years minimum experience with WebFOCUS software products, with preferably three years or more experience with WebFOCUS 7.1 or higher
- Knowledge of Relational Databases, specifically Microsoft SQL 2005 or newer
- Experience troubleshooting connectivity with MS SQL
- Experience upgrading/migrating WebFOCUS applications from 32 to 64 bit OS in a Microsoft environment
- Experience configuring product for MS Active Directory single sign-on

Must provide a minimum of two references, including names, phone numbers and description of work performed. Work provided must have been completed within the past five year. DPR will verify required skill sets from references in order to qualify for the position.

REQUIREMENTS:

The Contractor will be required to sign DPR Non-Disclosure Certificate (Exhibit A) and Protection of Confidential and Sensitive Information (Exhibit B) prior to commencement of the project. The Contractor will work with the DPR Project Manager who coordinates and approves all work to be done as related to this SOW.

DPR and the Contractor are mutually obligated to keep open and regular channels of communication in order to ensure the successful execution of this contract. Both parties are responsible for communicating any potential problems or issues to the DPR Project Manager and the Contractor, respectively, within 48 hours of becoming aware of said problem.

DPR will allow the use of a subcontractor. If a subcontractor is used, the contractor must list the firm name, address, contact person and address. If the subcontractor is a California certified Small Business and/or Disabled Veteran Business Enterprise, the contractor will be required provide a copy of the certification. Subcontractors are subject to all terms, conditions and requirements of this contract.

DELIVERABLES:

1. DPR will define specific deliverables on an as-needed basis.
2. DPR will prepare a list of WebFOCUS tasks and pre-submit to contractor for an estimate of hours to complete tasks. Final tasks list will be approved by DPR Project Manager before work commences. Completion of the tasks will support the invoice for time used.
3. The Contractor staff person shall complete a detailed timesheet including accomplishments and activities in progress. DPR Project Manager will approve timesheet.

ACCEPTANCE CRITERIA:

It shall be the State's sole determination as to whether a deliverable has been successfully completed and acceptable to the State. There must be a signed acceptance document for each deliverable before invoices can be processed for payment.

Acceptance criteria shall consist of the following:

- Reports on written deliverables are completed as specified and approved.
- All deliverables must be in a format that can be used by the State.

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- If a deliverable is not accepted, the State shall provide the rationale in writing within 5 days of receipt of the deliverable or upon completion of acceptance testing period.
- Task hours may be moved amongst the tasks depending upon DPR needs.
- Future tasks, hourly rates and/or estimated hours may be added by amendment upon mutual agreement by both parties. The State does not guarantee minimum or maximum hours.

OTHER REPORTING REQUIREMENTS:

The Contractor shall submit invoices on a monthly basis, to the attention of the DPR's Project Manager. The invoice must clearly reference the following:

- DPR's contract/purchase order number
- Billing period by date
- Itemized description of deliverable(s) met for the billing period per the hourly rate based on the acceptance document approved by the DPR Project manager.

DPR RESPONSIBILITIES:

DPR will designate a Project Manager to whom all Contractor communications will be addressed and who has the authority to act for DPR in all aspects of this Statement of Work (SOW). The DPR Project Manager's responsibilities include the following:

- Serve as the interface between Contractor's Project Manager and all DPR divisions participating in the project
- Help resolve and escalate project issues within DPR
- Review all work products
- Provide overall technical and specific task direction to the Contractor's staff
- Retain overall responsibility and ownership of the WebFOCUS for CALSTARS support project.

In addition, DPR will have the responsibility to provide the following: IT equipment, terminals, software, and hardware necessary for the Contractor's staff to accomplish their assigned tasks at no cost to Contractor. (This will include desk space and materials.)

CHANGE MANAGEMENT:

Change management enables effective handling of project changes, and ultimately helps us to keep the project budget, quality and timeline within the expectations of both organizations. The change management process is as follows:

1. Once a potential task has been identified, the DPR Project Manager, and the contractor will determine if the task falls within or outside the scope of this agreement.

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2. If the task falls within the scope, then the contractor will perform the task. Resulting changes for time or costs are allowed.
3. If the task falls outside the time, or costs, but is deemed necessary to the successful completion of the work, then the DPR Project Manager and Contractor Project Manager will estimate the time and cost required to complete the task. If the additional task is approved, the Contract Administrator will be notified and the contract amended as necessary to incorporate the additional time and/or additional costs required to complete the task.
4. All changes in item 3 above will be executed by means of a "Work Authorization" form.
5. All applicable rules and requirements will be applied to any changes in time or costs.

DEPARTMENT CONTACTS:

Vendor contact information changes within the same business and/or department contact information changes may be documented through the Change Management procedure above.

SPECIAL PROVISIONS:

1. The Contractor work hours will be between the hours of 8 A.M. to 5 P.M., Monday through Friday, except for State holidays and any mandated furlough days.
2. The work location will be at DPR headquarters in downtown Sacramento, California.
3. No vacation or other time off will be authorized unless the time off would not impact the project or work schedule, as determined by the DPR Project Manager.
4. There will be no overtime paid under this contract.

TRAVEL:

There will be no travel or per diem paid by the DPR under this contract.

PERIOD OF PERFORMANCE

The term of this Agreement will be effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later, through one thousand eighty days (1080).

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BILLING INFORMATION

The Contractor shall submit invoices (including the purchase order number) to the following address:

Department of Parks and Recreation
Accounting Services Section Office
P.O. Box 942896
Sacramento CA 94296-0001
Attn: Cathy Mundy

POINTS OF CONTACTContractor Primary Contact:

TBD

State's Primary Contact:

Cathy Mundy, Accounting Supervisor
1416 9th Street, Room 1039
Sacramento CA 95814
PH: 916 654-7024
FX: 916 653-5678
cmundy@parks.ca.gov

Please forward renewal notices to the attention of the State's Primary Contact.

EXHIBIT A**California Department of Parks and Recreation
Accounting Services Section****Services in Support of FTS****Request for Quote (RFQ) Number: 1 2 0 6 - 0 1 2****NON-DISCLOSURE CERTIFICATE**

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of Exhibit A of Contract No. # _____ between _____ and the Department of Parks and Recreation. I hereby acknowledge that I have read Exhibit A and have initialed the attached copy of the Exhibit to indicate. I agree to be bound by the terms and restrictions contained therein. I understand that all Confidential and Sensitive Information, as defined in the Exhibit, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with the Exhibit, nor shall it be used in any manner other than in performance of the Contract between _____ and the Department. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed:

Typed Name and Title_

Representing (give name of Contractor or Affiliate)

Date: _____

EXHIBIT B**California Department of Parks and Recreation
Accounting Services Section
Services in Support of FTS****Request for Quote (RFQ) Number: 1206-012****Protection of Confidential and Sensitive Information**

1. For purposes of this Exhibit, "Contractor" means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Department ("Department of Parks and Recreation") pursuant to a contract, purchase order, research agreement, grant or loan agreement, joint powers agreement, public works contract, or other contractual vehicle (collectively "Contract"). The term "Contractor" also includes Contractor's officers and employees and Affiliates. For purposes of this Exhibit, the term "Affiliate" means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
 2. This Exhibit shall apply to all Contractors the terms of whose Contracts with the Department require or permit access to Confidential or Sensitive Information in conducting business with the Department or performing duties under a Contract with the Department.
 3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
 4. For purposes of this Exhibit, "Non-State Entity" shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
 5. For purposes of this Exhibit, "Confidential Information" means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), and "personal information" about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the "personal information" is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.
 6. For purposes of this Exhibit, "Sensitive Information" means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, logon procedures and copyrighted materials.
- Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), use, modification, destruction, or disclosure. These measures may include, but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and copies on electronic media (e.g. CD, DVD, tape, etc.). Such measures may also include establishment of secure workstations and maintenance of a secure workstation access logs. Contractors shall also apply appropriate security patches and

EXHIBIT B**California Department of Parks and Recreation
Accounting Services Section****Services in Support of FTS****Request for Quote (RFQ) Number: 1206-012**

upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.

7. Contractors shall ensure that all media, including electronic media containing Confidential or Sensitive Information to which they are given access, are protected at the level of the most confidential or sensitive piece of data on the media.

8. Contractor shall use or permit the use of Confidential and Sensitive Information exclusively in the performance of this Contract.

9. Contractor shall monitor and control use of Confidential or Sensitive Information by its employees, agents and affiliates. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information. All such personnel shall sign a copy of the Nondisclosure Certificate attached hereto as Exhibit B, prior to being allowed such access.

10. Contractor shall notify Department within 24 hours of a security breach involving Confidential or Sensitive Information or if Contractor becomes legally compelled to disclose any Confidential or Sensitive Information.

11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.

12. If Contractor obtains access to personal information that includes, but is not limited to name, social security number, driver's license number, address, date of birth, race/ethnicity and gender of individuals the Contractor shall substitute non-personal identifiers as soon as possible.

13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor's Affiliates using Confidential and/or Sensitive Information are the property of the Department. No such data, reports, information, inventions, improvements or discoveries shall be released, published or made available to any person (except to the Department) without prior written approval from the Department.

14. Contractor shall destroy in accordance with approved methods of confidential destruction or return to Department all Confidential and Sensitive Information at or before the termination date of the Contract.

15. Contractor shall cooperate with the Department's Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.

16. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

Protection of Confidential and Sensitive Information

Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to RFQ-ITS xxxxxxxxx or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

(Signature of representative)

(Date)

(Typed name of representative)

(Typed name of company)

Question and Answers for Bid #1206-012 - Proprietary Software

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.