

October 18, 2012

2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305

Re: *Carahsoft's Response to West Virginia Health and Human Resources' Request for Quote for Rules Engine Software- Corticon or Equal, Solicitation # HHR13022*

Dear Ms. Wagner;

Carahsoft Technology Corp. appreciates the opportunity to respond to West Virginia Health and Human Resource's Request for Quote for Rules Engine Software. Carahsoft is proposing Corticon Software from Progress Software which fully meets West Virginia Health and Human Resources' requirements for Rules Engine Software.

We are including the following in this submission:

- Volume I: Technical Proposal
- Volume II: Cost Proposal

This document contains Volume I: Technical Proposal.

Carahsoft is submitting as the IT Schedule 70 GSA Contract holder (GS-35F-0131R) and reseller for Progress Software. As a top ranked GSA Schedule holder, Carahsoft has delivered best value software to our government clients for over eight years including the West Virginia Department of Agriculture, West Virginia Division of Rehabilitation Services and the West Virginia Office of Technology.

Please feel free to contact me directly at 703.230.7439/Andres.Azcuna@carahsoft.com or Craig Abod at 703.871.8501/cpa@carahsoft.com with any questions or communications that will assist West Virginia Health and Human Resources in the evaluation of our response. This proposal is valid for 180 days from the date of submission.

Thank you for your time and consideration.

Sincerely,



Andres Azcuna
Account Representative

RECEIVED

2012 OCT 17 AM 9:45

WV PURCHASING
DIVISION



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

Solicitation

NUMBER
HHR13022

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

ROBNEY

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Carahsoft Technology Corp.
 12369 Sunrise Valley Drive, Suite D2
 Reston, VA 20191
 703.871.8500

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH ENVIRO HLTH SERVICES
 350 CAPITOL STREET, ROOM 313
 CHARLESTON, WV
 25301-1757 304-558-8582

DATE PRINTED
09/20/2012

BID OPENING DATE: 10/18/2012 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	8	EA		099-00-01-001		
THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, OFFICE OF MANAGEMENT INFORMATION SERVICES REQUEST A QUOTE FOR THE ONE TIME PURCHASE OF LICENSES FOR A CORTICON BUSINESS RULES SERVER OR EQUAL TO INCLUDE INSTALLATION SERVICES BY THE VENDOR AND FOUR (4) YEARS SUPPORT FOR ALL INSTALLATIONS OF THE SOFTWARE ON THE SERVERS PER THE ATTACHED SPECIFICATIONS. REFERENCE ATTACHED INSTRUCTIONS TO BIDDERS. BID OPENING: OCTOBER 18, 2012 AT 1:30 PM CORTICON BUSINESS RULES SERVER V5.X - PRODUCTION - (CORTICON SERVER) PART #8676 OR EQUAL NOTE: THE PRODUCTION ENVIRONMENT CONSISTS OF TWO SERVERS EACH CONTAINING ONE QUAD CORE PROCESSOR. SUFFICIENT LICENSES ARE REQUIRED FOR THIS CONFIGURATION.						
0002	8	EA		099-00-01-001		
CORTICON BUSINESS RULES SERVER V5.X - NON-PRODUCTION						

SIGNATURE	<i>Melby Smith</i>	TELEPHONE	703.871.8500	DATE	10/15/2012
TITLE	Director	FEIN	52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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0003	10	EA		099-00-01-001		
(CORTICON SERVER) PART #8676 OR EQUAL NOTE: THE NON-PRODUCTION ENVIRONMENTS CONSIST OF TWO SERVERS EACH CONTAINING ONE QUAD CORE PROCESSOR. SUFFICIENT LICENSES ARE REQUIRED FOR THIS CONFIGURATION. CORTICON BUSINESS RULES MODELING STUDIO ENTERPRISE						
0004	1	EA		099-00-01-001		
(CORTICON STUDIO) VERSION 5.X (PART #8677) OR EQUAL. 1ST YEAR MAINTENANCE AND SUPPORT FEE (STANDARD BUSINESS DAY SUPPORT) OR EQUAL FOR INITIAL 4 YEAR SUPPORT AGREEMENT.						
0005	3	EA		099-00-01-001		
DAY, INSTRUCTOR LED TRAINING DAYS (UP TO 12 STUDENTS PER DAY.)						

SIGNATURE	<i>Meloy Smith</i>	TELEPHONE	703.871.8500	DATE	10/15/2012
TITLE	Director	FEBN	52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UOP	CAT NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
0006	40	HR		099-00-01-001		
				CONSULTING SERVICES (HOURS)		
0007	1	YR		099-00-01-001		
				2ND. YEAR MAINTENANCE AND SUPPORT FEE		
				STANDARD BUSINESS DAY SUPPORT OR EQUAL.		
0008	1	YR		099-00-01-001		
				3RD. YEAR MAINTENANCE AND SUPPORT FEE		
				STANDARD BUSINESS DAY SUPPORT OR EQUAL.		
0009	1	YR		099-00-01-001		
				4TH. YEAR MAINTENANCE AND SUPPORT FEE		
				STANDARD BUSINESS DAY SUPPORT OR EQUAL.		

SIGNATURE	<i>[Signature]</i>	TELEPHONE	703.871.8500	DATE	10/15/2012
TITLE	Director	FBN	52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE	

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***** THIS IS THE END OF RFQ HHR13022 ***** TOTAL:						

SIGNATURE	<i>Mely Senta</i>	TELEPHONE	703.871.8500	DATE	10/15/2012
TITLE	Director	FEIN	52-2189693	ADDRESS CHANGES TO BE NOTED ABOVE	

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West Virginia Department of Health and Human Resources Business Rules Engine
Software

Appendix A

HHR13022

SYSTEM REQUIREMENTS: The solution must provide the following required functionality as a proven, integrated suite of products. The required functionalities include:

1. Business Rules Engine (BRE) Architecture / Capabilities
 - 1.1. Rule modeling (to a deployment ready decision service) must not require any coding in any technical language.
 - 1.2. The rule language must include a comprehensive, fully documented library of mathematical operators and functions.
 - 1.3. The rule language must include a comprehensive, fully documented library of operators or functions for manipulating and converting data types.
 - 1.4. The rule language must be able to be extended so that any custom operators or functions can be easily added for rule authors to use.
 - 1.5. The business rule authoring environment must be completely independent and stand-alone from the rules execution environment – out of the box.
 - 1.6. Rule logic must be independent of data source changes. For instance, if data for an object like “Customer” is sourced from a different table, the rules that use that Customer data must not be required to change. The change must be isolated to the rules vocabulary and its mapping to the data source.
 - 1.7. The BRE must accommodate independent data access so that the calling application or data layer is not completely responsible for marshaling data for calculation by the rule engine.
 - 1.8. To access external data, the BRE must automatically generate the appropriate Structured Query Language (SQL) statements without having to rely upon technical resources to create and maintain SQL queries.
 - 1.9. The BRE must accommodate complex as well as simple data payloads. This includes the ability for the calling application to send single or batch payloads in a single ‘call’ as well as nested data relationships for each data record in the payload.
 - 1.10. The BRE/Business Rules Management System (BRMS) must allow for rule authoring and management independent of the target technical architecture. In other words, there should be no additional coding or technical requirement to model the rules one time in the same desktop modeling tool and simultaneously deploy in .NET, Java, or Web Services so business rules do not have to be duplicated in each target technical environment (.NET, Java, etc.).
 - 1.11. Rule authors must not be restricted to a specific sequence or subset of steps during rule model design/development; any step in the cycle must be available at any time, and from any other step (edit->analyze, edit->test, test->analyze, analyze->edit, etc.).
 - 1.12. The business rules shall be defined once, and must be accessible in both human readable and machine usable formats. The human-readable version shall be readable by non-technical Subject Matter Experts. A technical user will not be required to convert rules to or from a human readable form.

Appendix A

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- 1.13. The BRE must be accessible via Web Services, and also interact directly with a Java 2 Platform Enterprise Edition (J2EE) based application using a native Application Programming Interface (API).
2. Rule Definition
 - 2.1. Rule authors must be able to start rule modeling with out-of-the-box product and build rule vocabularies and rule sets without custom-built templates.
 - 2.2. Rule authors must be able to declaratively model any rule logic (including sophisticated aggregation and collection types of operations) from an out of the box business-friendly user interface.
 - 2.3. Rule authors must be able to model, analyze (for logical integrity), and test (for business intent) rule sets from a single integrated product during design/authoring.
 - 2.4. Rule authors must be able to specify arbitrarily complex, domain-specific mathematical equations using the default rule language.
 - 2.5. The BRE/BRMS must provide built-in support for non-programmers within the design/authoring phase (vs. after the fact testing) to automatically identify any rules that are missing or rules that are conflicting and take appropriate actions to resolve.
 - 2.6. The BRE must support the ability to create and modify rules through an API.
3. Rule Testing
 - 3.1. Rule testers must be able to create ad hoc test cases, execute those tests, and interpret the results.
 - 3.2. The BRE/ BRMS must be able to automatically identify logic loops in a specific set of rules at design time, within the rule editor.
 - 3.3. Rule authors must be able to move through a single edit-analyze-test cycle continuously; in other words, transition from rule editing to rule analysis and from rule analysis to rule testing without intervention or assistance by other tools or staff – all in a single common user interface.
 - 3.4. Rule authors must be able to pass through an arbitrary number of edit-analyze-test cycles without limit.
 - 3.5. Rule authors must be able to efficiently perform rule editing, analysis and testing functions on their own laptops or desktops without having to be 'connected' to the rule server development environment, company network, or Internet.
4. Rule Maintenance
 - 4.1. For rule maintenance of any kind, changes to rule logic must not require any coding or any construction or modification of templates.
5. Rule Versioning / Audit Trails
 - 5.1. The rule logic must support the ability for the calling application to 'call' specific versions of the rules.

West Virginia Department of Health and Human Resources Business Rules Engine
Software

Appendix A

HHR13022

- 5.2. The rule engine must support the ability to automatically choose the correct rule to use based upon effective beginning and ending effective dates.
 - 5.3. The BRE must accommodate all users during the workflow of creating and approving business rules including pre-defined workflow rule approval processes, approval work queues, maintaining versions, and complete audit trail.
 - 5.4. The BRE/BRMS must keep a record of all application requests and the specific rules and versions of rules that were executed for the specific request. This audit trail must be returned to the calling application as well as persisted in an audit trail database independent of the calling application.
6. Deployment / Technical
- 6.1. The BRE must be able to package business rules into 'decisions' and expose these decisions as Service Oriented Architecture (SOA) based services during design time.
 - 6.2. The BRE must be scalable to accommodate large rule sets and large data payloads with complex hierarchal data relationships without excessive hardware requirements and technical staff to continually 'tune' the engine.
 - 6.3. The BRE must utilize a non-proprietary data model format and allow import and mapping using XML (Extensible Markup Language) Schema Definition (XSD), Unified Modeling Language (UML) and Java Objects.
7. Supported Platforms
- 7.1. The BRE must support both Tomcat 7 and the Weblogic 10.3.4 application servers.
 - 7.2. The BRE must run on RedHat Linux v 5 and Windows 2008 Enterprise Server
 - 7.3. The BRE must run on a server running Java Development Kit (JDK) version 1.6.x.
 - 7.4. The BRE must run on a server with 16G+ RAM.
8. Bundled Services
- 8.1. Three 1 day training sessions, each for up to 12 rule developers / BRE administrators.
 - 8.2. 40 hours of consulting services from experienced Corticon rule developers.
 - 8.3. Maintenance and support for 3 additional years after 1 year initial support.

West Virginia Department of Health and Human Resources Business Rules Engine
Software

Appendix A

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Requirement	Does Product Meet Requirement?	
	Yes	No
1.1	X	
1.2	X	
1.3	X	
1.4	X	
1.5	X	
1.6	X	
1.7	X	
1.8	X	
1.9	X	
1.10	X	
1.11	X	
1.12	X	
1.13	X	
2.1	X	
2.2	X	
2.3	X	
2.4	X	
2.5	X	
2.6	X	
3.1	X	
3.2	X	
3.3	X	
3.4	X	
3.5	X	
4.1	X	
5.1	X	
5.2	X	
5.3	X	
5.4	X	
6.1	X	
6.2	X	
6.3	X	
7.1	X	
7.2	X	
7.3	X	
7.4	X	
8.1	X	
8.2	X	
8.3	X	

WV-96A
Rev. 9/11

AGREEMENT ADDENDUM FOR SOFTWARE

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision 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. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. *In such event, Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.*
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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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

Spending Unit: _____

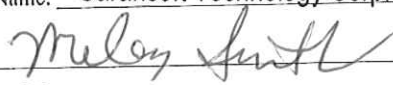
Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Carahsoft Technology Corp.

Signed: 

Title: Director

Date: 10/15/2012

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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.

Bidder: Carahsoft Technology Corp.

Signed: [Signature]

Date: 10/15/2012

Title: Director

RFQ No. HHR13022

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Carahsoft Technology Corp.

Authorized Signature: _____ Date: 10/15/2012

State of Virginia

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 15 day of October, 2012.

My Commission expires 11/30/2015, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC



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

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Carahsoft Technology Corp.

(Company)

Melany L. Smith

(Authorized Signature)

Melany L. Smith, Director

(Representative Name, Title)

703.871.8500

(Phone Number)

703.871.8505

(Fax Number)

10/15/2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: HHR13022

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

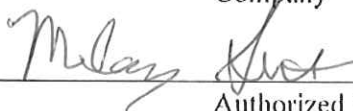
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Carahsoft Technology Corp.

Company



Authorized Signature

10/15/2012

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

October 18, 2012

2019 Washington Street East
P.O. Box 50130
Charleston, WV 25305

Re: *Carahsoft's Response to West Virginia Health and Human Resources' Request for Quote for Rules Engine Software- Corticon or Equal, Solicitation # HHR13022*

Dear Ms. Wagner;

Carahsoft Technology Corp. appreciates the opportunity to respond to West Virginia Health and Human Resource's Request for Quote for Rules Engine Software. Carahsoft is proposing Corticon Software from Progress Software which fully meets West Virginia Health and Human Resources' requirements for Rules Engine Software.

We are including the following in this submission:

- Volume I: Technical Proposal
- Volume II: Cost Proposal

This document contains Volume II: Cost Proposal.

Carahsoft is submitting as the IT Schedule 70 GSA Contract holder (GS-35F-0131R) and reseller for Progress Software. As a top ranked GSA Schedule holder, Carahsoft has delivered best value software to our government clients for over eight years including the West Virginia Department of Agriculture, West Virginia Division of Rehabilitation Services and the West Virginia Office of Technology.

Please feel free to contact me directly at 703.230.7439/Andres.Azcuna@carahsoft.com or Craig Abod at 703.871.8501/cpa@carahsoft.com with any questions or communications that will assist West Virginia Health and Human Resources in the evaluation of our response. This proposal is valid for 180 days from the date of submission.

Thank you for your time and consideration.

Sincerely,



Andres Azcuna
Account Representative

RECEIVED

2012 OCT 17 AM 9:45

WV PURCHASING
DIVISION

HHR13022
Bid Evaluation Page
Cost Sheet

Quantity	Description	Unit Price	Amount
8 ¹	Corticon Business Rules Server v5.x – Production (Corticon Server) (part # 8676) or equal	\$ 28,000.00	\$ 224,000.00
8 ²	Corticon Business Rules Server v5.x – Non-Production (Corticon Server) (part # 8676) or equal	\$ 14,000.00	\$ 112,000.00
10	Corticon Business Rules Modeling Studio Enterprise (Corticon Studio) Version 5.x (part #8677) or equal	\$ 1,750.00	\$ 17,500.00
1	1 st year Maintenance and Support Fee (Standard business day support) or equal for initial 4 year support agreement for all licenses listed above	\$ 77,770.00	\$ 77,770.00
3	Instructor Led Training Days (up to 12 students per day) <small>*The additional \$1,500 in the total Amount for this Line Item represent Travel and Expense costs.</small>	\$ 2,910.00	\$ 10,230.00*
40	Consulting Services (hours) <small>The additional \$2,000 in the total Amount for this Line Item represent Travel and Expense costs.</small>	\$ 227.95	\$ 11,118.00*
1	2 nd year Maintenance and Support Fee (Standard business day support) or equal for all licenses listed above	\$ 77,770.00	\$ 77,770.00
1	3 rd year Maintenance and Support Fee (Standard business day support) or equal for all licenses listed above	\$ 77,770.00	\$ 77,770.00
1	4 th year Maintenance and Support Fee (Standard business day support) or equal for all licenses listed above	\$ 77,770.00	\$ 77,770.00
Grand Total Amount			\$ 685,928.00

¹ The production environment consists of two servers each containing one quad core processor. Sufficient licenses are required for this configuration.

² The non-production environments consist of two servers, each containing one quad core processor. Sufficient licenses are required for this configuration.

Exhibit B

Award will be made to the lowest bidder meeting specifications. Years two, three, and four support costs will be used in the evaluation of the total amount of the purchase order. However, years two, three, and four costs will not be added to the contract period until the renewal periods.

Bidder Information:

Vendor Name: Carahsoft Technology Corp.Vendor Address: 12369 Sunrise Valley DriveSuite D2

Remit to Address: _____

Phone #: 703.871.8500Fax #: 703.871.8505E-mail: sales@carahsoft.comSignature: *Melby Smith*10-15-12
Date

Award will be made to lowest bidder meeting specifications.