

# NOTICE

The electronic bids for AGR2000000032 were erroneously read twice. However, this electronic bid from Precise Software Solutions Inc. for AGR2000000033 was received at the Purchasing Division office prior to the established bid opening date and time. This bid has since been loaded and is now posted.



Samantha Knapp

Acting Assistant Purchasing Director



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 4

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 745443

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 1400

Vendor ID:  

SO Doc ID: AGR2000000033

Legal Name: PRECISE SOFTWARE SOLUTIONS INC


Published Date: 6/30/20

Alias/DBA:

Close Date: 7/10/20

Total Bid: \$31,085.50

Close Time: 13:30

Response Date:  

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 4

Total of All Attachments: 4



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 745443

**Solicitation Description :** Addendum 1-USAFOODSAFETY Maintenance & Support

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-10 13:30:00	SR 1400 ESR0630200000008142	1

VENDOR
VS0000017785 PRECISE SOFTWARE SOLUTIONS INC

**Solicitation Number:** CRFQ 1400 AGR2000000033

**Total Bid :** \$31,085.50      **Response Date:** 2020-06-30      **Response Time:** 10:22:32

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	USAFOODSAFETY Maintenance & Support				\$31,085.50

Comm Code	Manufacturer	Specification	Model #
81112200			

<b>Extended Description :</b>	USAFOODSAFETY Maintenance & Support
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**Comments:** Our proposal submission includes the acceptance of Addendum No. 1



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

State of West Virginia  
 Request for Quotation  
 21 – Info Technology

Proc Folder: 745443

Doc Description: Addendum 1-USAFOODSAFETY Maintenance & Support

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-30	2020-07-10 13:30:00	CRFQ 1400 AGR2000000033	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
 (304) 558-0246  
 jessica.s.chambers@wv.gov

Signature X FEIN # DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No. 01

Addendum No. 01 is being issued to attach the Terms and Conditions, Specifications, and Purchasing Affidavit (Bid Documents Addendum No. 01.pdf that were omitted in error.

No other changes.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221 AGRICULTURE DEPARTMENT OF ADMINISTRATIVE SERVICES 1900 KANAWHA BLVD E CHARLESTON WV25305-0173 US		AUTHORIZED RECEIVER 304-558-2202 AGRICULTURE DEPARTMENT OF INFORMATION TECHNOLOGY DIVISION 163 GUS R DOUGLAS LN, BLDG 1 CHARLESTON WV 25312 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	USAFOODSAFETY Maintenance & Support				

Comm Code	Manufacturer	Specification	Model #
81112200			

**Extended Description :**

USAFOODSAFETY Maintenance & Support

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Question Deadline at 9:00 AM (ET)	2020-07-07

**SOLICITATION NUMBER:** CRFQ AGR2000000033

**Addendum Number:** No.01

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

Addendum No. 01

Addendum No. 01 is being issued to attach the Terms and Conditions, Specifications, and Purchasing Affidavit (file labeled Bid Documents.pdf) that were omitted in error.

No other changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**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.

Precise Software Solutions, Inc.

\_\_\_\_\_  
Company

*Jacira Boggon*

\_\_\_\_\_  
Authorized Signature

June 30, 2020

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

Pricing Page

Item No.	Description	Quantity	Unit Price	Extended Amount
4.1	USA FoodSafety Software & Maintenance	1	\$31,085.50	\$31,085.50
	Failure to use this form may result in disqualification		GRAND TOTAL	\$31,085.50
Bidder / Vendor Information				
Name:	Drew Poluak			
Address:	1445 Research Blvd, Suite 500			
	Rockville, Maryland 20850			
Phone:	717-723-3359			
Email Address:	StateContracts@precise-soft.com			
Authorized Signature:	Jacira Boggon			

31 March 23, 2020

RE: West Virginia Department of Agriculture

Jonathan Adkins  
Director – Information Technology  
West Virginia Department of Agriculture  
163 Gus R. Douglass Lane  
Charleston, WV 25312

Jonathan Adkins,

Please accept this quotation from Precise Software Solutions (Precise) for the maintenance and support services for the period of performance 7/1/2020 until 6/30/2021. We are presenting this statement of work based on the services provided by the Association of Food and Drug Officials (AFDO) Full Applications Lifecycle Management Support, System Integration Service, and Organizational Assessment Services for USA Food Safety (AFDO-19-001) contract document and associated terms and conditions. As outlined in the Maintenance and Support, we propose providing the West Virginia Department of Agriculture (WVDA) a baseline block of hours for State Maintenance Support Baseline and Help Desk Support Baseline support that is currently needed by every state. The actual transition dates will be planned and coordinated with the AFDO and West Virginia Department of Agriculture.

Please review the information provided below and let me know if you have any questions or need any additional information. Thank you for the opportunity to present our services to the West Virginia Department of Agriculture.

Precise is very pleased to provide these services to WVDA. If you have any questions, please contact:

Drew Polulak  
1445 Research Blvd. Suite #500  
Rockville, MD 20850  
Office: 717-723-3359  
Drew.Polulak@AFDO-Support.com  
StateContracts@precise-soft.com

## Maintenance and Support

The US Food and Drug Administration (FDA) provided funding through a cooperative agreement with the AFDO to support the underlying infrastructure of the USAFoodSafety (USFS) with one vendor, to develop master contracts, and to facilitate collaboration between states. FDA funding provides support to AFDO for the costs of the procurement and support of the underlying systems. WVDA would be responsible for funding the state specific support for the USAFoodSafety application that includes: WVDA configuration, enhancements, and help desk support.

The number of supported users significantly varies from state to state. The contractual mechanism to successfully support state-specific programs contained within USFS must be scalable to the size of the user community within each participating state. The amount of support that each state will require is dependent on several factors. Some of these include unique configurations of the environment, any additional security requirements required by the state, system integrations, integration with different credit card providers, and the size of the user base needing support.

To align with the AFDO contract, we will be providing a baseline block of hours for maintenance and help desk support needed by WVDA. In the event WVDA is needing additional support above the baseline maintenance and help desk level, funding can be procured by the process described and at rates indicated in the AFDO contract.

## Service Period: 7/1/2020- 6/30/2021

### State Maintenance Support Baseline:

Our maintenance release schedule will include agreed upon change requests in a structured methodology and process. We will provide a major release during the period of performance (POP) and provide emergency releases for any critical production issues. These emergency releases will be tested and deployed as needed.

Using this approach, our dedicated team will carefully coordinate with the AFDO Project Manager, User Group Governing Council, and WVDA Point of Contact (POC) to prioritize and complete the requested work items within the allocated hours. These hours will be used for any state touch points from our team to plan/discuss the state specific deployments and configuration, state specific monthly meetings, and state backlog grooming/break fix/enhancements. We will provide utilization reports of State backlog grooming/Break Fix/Enhancements to AFDO and WVDA on a monthly basis to ensure that the hours are properly planned for and consumed within the annual period of performance. Any unallocated unused hours will expire at the end of the annual POP.

State Maintenance Support Baseline	Annual Number of Hours
State Specific Deployments and Configuration	100 hours
State Specific Monthly Meetings	35 Hours
State backlog grooming/Break Fix/Enhancements	65 hours
<b>Total State Maintenance Support Baseline</b>	<b>200 hours</b>

For workload planning purposes, within the first 120 days of the period of performance, the state will need to request the Precise PM to review the request item(s) for inclusion of the item(s) to be completed within the current POP.

### State Help Desk Support Baseline:

Precise will establish and maintain a help desk ticket tracking system to record and manage incident tickets and monitor SLA goals. The cloud-based JIRA Service Desk is leveraged based on its rich features, flexibility, integration capabilities, and cost. The State Help Desk Support Baseline will be used to support the help desk needs for the state. This includes any item that is reported and researched for the specific state. To clarify, help desk hours may not be used for maintenance work items. Any unused hours will expire at the end of the annual POP.

Help Desk Support Baseline	Included Number of Hours
State Help Desk Support Baseline	50 hours

The Help Desk will provide a single POC for issue tracking and resolution for support requests. Our Help Desk team will work in conjunction with our subject matter experts (SMEs) to identify solutions and ensure a timely incident response and resolution to any issues or needs identified. All problem calls will be logged and tracked by the help desk representative through resolution. Our Tier-1 support service will be available from 8:00 a.m. to 5:00 p.m. EST on business workdays.

### Additional Support/Enhancements

Precise will provide additional support and/or software enhancements at the rate of \$128.13 per hour. For specific enhancements, we will provide an estimate, confirm the scope with WVDA, and invoice it as a fixed-price statement of work (SOW). Any changes to this SOW will be mutually agreeable and made via Change Order first approved by the Agency and AFDO. Unused enhancement hours will carry over from year-to-year.

## Service Level Agreement (SLA)

Precise will follow our ITIL-based problem management process to provide responsive and proactive operations support and meet SLAs defined in the AFDO contract. The below outlines the SLAs and our proposed resolution plan.

Level of Severity	Description	Initial Response	Resolution plan
<b>Severity Level 1 (Critical)</b>	Incident (a) renders the Contractor provided application un-Available, substantially un-Available or seriously impacts normal business operations, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.	1 hour	Resolution within 4 hours for fixes without code changes. Incidents that extend for multiple days, update notification intervals with the AFDO PM and State POC will be mutually agreed upon. Resolution with emergency release upon AFDO PM prioritization and approval for fixes requiring code changes
<b>Severity Level 2 (High)</b>	Incident that is characterized by the following attributes: the Incident (a) does not render the Contractor provided application un-Available or substantially unavailable, but a function or functions are not Available, substantially Available or functioning as they should, in each case prohibiting the execution of productive work, and (b) affects either (i) a group or groups of people, or (ii) a single individual performing a critical business function.	1 hour	Resolution within 1 business day for fixes without code changes. Incidents that extend for multiple days, update notification intervals with the AFDO PM and State POC will be mutually agreed upon. Resolution with emergency release upon AFDO PM prioritization and approval for fixes requiring code changes
<b>Severity Level 3 (Medium)</b>	Incident that is characterized by the following attributes: the Incident causes a group or individual to experience an Incident with accessing the Contractor provided application or a key feature thereof and a reasonable workaround is not available, but does not prohibit the execution of productive work.	2 hours	Resolution with maintenance release upon AFDO PM prioritization and approval for fixes requiring code changes
<b>Severity Level 4 (Low)</b>	Incident that is characterized by the following attributes: the Incident reflects that a group or individual requires guidance in the proper use of the system.	4 hours	Resolution with maintenance release upon AFDO PM prioritization and approval for fixes requiring code changes

If AFDO or WVDA needs to escalate an incident for which a resolution has not been provided and/or has not been addressed in a timely or appropriate manner, the below describes our escalation path of communication. The AFDO PM will also be notified and kept up to date and we will assign a lead support and/or technical resource to coordinate and oversee resolution of such defect or request. In this scenario, resolution efforts will be communicated through daily emails and/or calls. If these escalation procedures fail to produce a satisfactory resolution, the executive advisor will discuss a corrective action plan to resolve the timeliness of correcting defects or requests.

Escalation Level	Contact
Level 1	State Outreach Coordinator, Katie Gaughan
Level 2	Project Manager, Ashley Wright
Level 3	Executive Advisor, Drew Polulak
Level 4	Precise President & CEO, Zhensen Huang

## Pricing & Deliverables

Description	Amount	Acceptance Criteria
<b>State Maintenance Support Baseline</b> Period of Performance 7/1/2020- 6/30/2021 (Annual \$31,085.50). The amount is based on reserving the capacity of our team for the state. The amount is calculated by the 250 hours baseline support rate of AFDO (discounted \$124,342). It is not based on a division of monthly amount/cost.	\$31,085.50	Start of the period of performance.
<b>Total Amount</b>	<b>\$31,085.50</b>	

### Assumptions:

- Precise will be using USAFoodSafety 3.2A.zip (from the escrow) to support the state in the upcoming release.
- The amount is pro-rated for the Base Period based on the start date.
- WVDA is responsible for obtaining the 'Intergovernmental Agreement' between WVDA and the Commonwealth of PA prior to the contract start date.
- To align the out-year costs with the AFDO contract this will include a yearly 2.5% escalation on Maintenance Support Baseline, hosting, and enhancement rates.

### STATEMENT OF WORK APPROVAL

The signature below acknowledges and confirms WVDA's agreement/approval to proceed with the statement of work.

**WVDA**

By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

March 23, 2020

RE: West Virginia Department of Agriculture

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Director – Information Technology  
West Virginia Department of Agriculture  
163 Gus R. Douglass Lane  
Charleston, WV 25312

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Drew.Polulak@AFDO-Support.com  
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**WVDA**

By \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date