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
FOR09009

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

FRANK WHITTAKER
304-558-2316

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

Commercial Technology Group
888 Oakwood Road, Ste 330
Charleston, WV 25314

SHIP TO

DIVISION OF FORESTRY

BUILDING 13
4720 BRENDA LANE
CHARLESTON, WV
25312   558-2788

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/19/2009				

BID OPENING DATE: 03/12/2009   BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		099-00-01-001		

TIME AND LEAVE MANAGEMENT SYSTEM

THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY,
THE WEST VIRGINIA DIVISION OF FORESTRY, IS SILICITION
BIDS FROM RESPONSIBLE VENDORS TO ENTER INTO AN OPEN-
END CONTRACT FOR A WEB-BASED TIME AND LEAVE MANAGEMENT
SYSTEM PER THE ATTACHED SPECIFICATIONS.

TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO
FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL
AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115.
DEADLINE FOR TECHNICAL QUESTIONS IS 03/03/09 AT 4:00 PM

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

RECEIVED

2009 MAR 12 AM 9: 38

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

Table of Contents

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SIGNATURE Patricia E. Ward	TELEPHONE 304-345-0201	DATE 3/12/09
TITLE Member	FEIN 65-1190825	ADDRESS CHANGES TO BE NOTED ABOVE

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

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 fee.

5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

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

Request for Quotation

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304-558-2316

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888 Oakwood Road, Ste 330
Charleston, WV 25314

DIVISION OF FORESTRY

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CHARLESTON, WV
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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
BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE
ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE
(1) YEAR PERIODS.

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.

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 TRANS-
PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME
OF WORK.)

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.

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Patricia E. Ward	304-345-0201	3/12/09
TITLE *Member*	FEIN 65-1190825	ADDRESS CHANGES TO BE NOTED ABOVE

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

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VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY
MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY
RETAINED BY THE SPENDING UNIT.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES
FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-
CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER
ORDER.

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.

REV. 04/11/2001

EXHIBIT 6

PRICE ADJUSTMENT PROVISION:
THE STATE OF WEST VIRGINIA WILL ONLY CONSIDER PRICE
ADJUSTMENT AT THE TIME OF CONTRACT RENEWAL.
PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS
BOTH UPWARD AND DOWNWARD MOVEMENT OF THE
COMMODITY PRICE, AND THAT ADJUSTMENT S BASED ON
THE "PASS THROUGH" INCREASE OR DECREASE OF RAW
MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A
SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE
BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE.
ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN
A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G.
GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE,
PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE
SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Patricia E. Ward   TELEPHONE: 304-345-0201   DATE 3/12/09

TITLE Member   FEIN 65-1190825   ADDRESS CHANGES TO BE NOTED ABOVE

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868 Oakwood Road, Ste 330
Charleston, WV 25314

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DIVISION OF FORESTRY

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PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE
DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A
PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER
ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT
ACCORDINGLY OR REJECT THE ADUSTMENT IN ITS ENTIRETY
AND CANCEL THE CONTRACT.

PREFERRED TERMS:
THE PRICES ON THIS CONTRACT ARE TO BE FIRM FOR LIFE
OF THE CONTRACT, AS INDICATED IN THE LIFE
OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE
(1) YEAR.

               NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

    DEPARTMENT OF ADMINISTRATION
    PURCHASING DIVISION
    BUILDING 15
    2019 WASHINGTON STREET, EAST
    CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: 44

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Patricia L. Ward	TELEPHONE 304-345-0201	DATE 3/12/09
TITLE Member	FEIN 65-1190825	ADDRESS CHANGES TO BE NOTED ABOVE

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				RFQ. NO.:	FOR09009	
				BID OPENING DATE:	03/12/09	
				BID OPENING TIME:	1:30 PM	

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY
TO CONTACT YOU REGARDING YOUR BID:

304-345-0356

CONTACT PERSON (PLEASE PRINT CLEARLY):

Patricia C. Ward

****** THIS IS THE END OF RFQ FOR09009 ****** TOTAL: 4745.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Patricia C. Ward   TELEPHONE 304-345-0201   DATE 3/12/09

TITLE Member   FEIN 65-1190825   ADDRESS CHANGES TO BE NOTED ABOVE

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BID SPECIFICATIONS FOR WEB-BASED TIME AND LEAVE MANAGEMENT SYSTEM
WEST VIRGINIA DIVISION OF FORESTRY

1. **Purpose**

The West Virginia Division of Forestry (WVDOF) is seeking a web-based time and leave management system. The WVDOF is seeking to replace two existing paper-based systems – a time tracking system and a leave request form – with a single web-based system solution.

2. **Current Operating Environment**

The WVDOF employees approximately 100 (one hundred) individuals at any given time who utilize the time tracking system and leave request form. In the normal course of business, individuals may leave the employ of the WVDOF and be replaced at any given time.

TIME TRACKING
The WVDOF currently utilizes an Excel spreadsheet based system of tracking an employee's time & activity (T&A). Each employee utilizes 2 (two) spreadsheets per month, based on the pay period, for a total of 24 (twenty-four) spreadsheets per year. An employee's T&A can be charged to any of approximately 20 (twenty) different work areas; most individuals will not have T&A in all work areas. Individual spreadsheets are then electronically merged into a summary spreadsheet for each work group on a quarterly basis. There are currently 7 (seven) distinct work groups in the WVDOF.

LEAVE TRACKING
As a separate, but related, tracking system, the WVDOF currently utilizes an Excel spreadsheet based system of tracking an employee's Annual (vacation) and Sick Leave. This system is updated independently from the above-referenced T&A system, based on hand-written requests for leave.

LEAVE/HOURS WORKED
Employees accrue Annual Leave at different rates, based on their time of longevity. Additionally, employees accrue Sick Leave at a consistent rate, regardless of time of longevity. In all, there are approximately 22 (twenty-two) types of Leave or Hours Worked that an employee could utilize in a pay period; most individuals will not utilize all these types in one pay period.

EXPENSE ALLOCATION
Utilizing the summary spreadsheets from the seven distinct work groups noted above, a master summary spreadsheet is used to allocate agency expenses to

various federal grants. This is currently done in an Excel spreadsheet based system.

3. Scope of Project

The WVDOF intends to implement a web-based time and leave management system program. The Vendor shall provide a turnkey, fully functional (where customization or programming of WVDOF computers, servers, or the purchase of additional hardware is not required) web-based system solution that has the following capabilities: Project Management Tracking; Real Time Project Status Information; seamless transfer of data to current or future payroll systems; remote access; grant management; time entry accuracy; automatic field population; document management; remote and off-line access; time and leave sheet workflow approval automation; and overall reliability. Specifications are listed in Sections 7 through 15 and shall be completed by each Vendor. Failure to complete this information may result in the bid to be considered non-responsive.

4. General Bid Requirements

4.1) The program offered must be in full commercial production and utilization, and have been in production for at least 3 (three) years prior to bid submission. No "brand new", "beta", or "prototype" models will be accepted. If requested, proof of current sales and utilization of the specified program over the past 12 months shall be provided, in writing, referencing no less than 5 (five) current customers with contacts names and phone numbers for verification. These references should include state or other governmental agencies.

4.2) All Vendors must provide documentation that they are authorized to sell and support the product which they bid.

4.3) No additional hardware shall be required to be purchased by the WVDOF for successful implementation and long term utilization of this program.

4.4) All Vendors must complete Section 14 and related Attachment A. Failure to provide this information may result in rejection of the bid.

4.5) Bid clarifications: In the event that a section or subsection of this bid is omitted, or the Vendor has failed to respond, the agency reserves the right to request a bid clarification. If the Vendor fails to submit a bid clarification within the time allotted, the bid shall be considered non-responsive and be disqualified.

4.6) The WVDOF reserves the right to initiate termination of the contract for unacceptable performance according to specifications, untimely delivery times on product, or lack of technical support.

4.7) The term of this contract shall be 1 (one) year from the effective date, with up to 2 (two) one-year renewals with the mutual agreement of the WVDOF and Vendor.

4.8) The WVDOF may request a demonstration of the bid program; this demonstration will use either data supplied by the WVDOF or the Vendor, at the discretion of the WVDOF.

5. **Format of Product Bid Responses**

All Vendors should complete the bid response sheets (Sections 7 through 15). Vendor should mark "YES" or "NO" for full compliance with the specifications of each paragraph. By marking "YES", Vendor acknowledges that the bid product meets or exceeds the stated specification. Vendors returning only information concerning their bid product, without addressing the following specifications, may be eliminated from consideration as non-responsive.

Please see specific information in Section 2.

6. **Program-General Specifications**

6.1) The program shall be capable of being fully deployed within 60 days of contract award.

YES__X__ NO_____

6.2) The program shall be capable of being run on Windows 2000 or Windows XP; this does not preclude the use of future Windows operating systems, including but not limited to Vista.

YES__X__ NO_____

6.3) The Vendor shall submit a program that can be utilized without being resident on the laptop, desktop, or tablet.

YES__X__ NO_____

6.4) The program shall provide multiple levels of security, enabling the WVDOF to limit access, review, and approval paths as needed.

YES__X__ NO_____

6.5) The program shall be user friendly and require no special knowledge of computers other than normal user training for either the time and leave request entry or the report feature areas.

YES **X** NO_____

6.6) The WVDOF requires a web-based time and leave management program that is composed of modules for report completion, statistical analysis, and electronic report distribution, all created by the Vendor. Submissions from Vendors of a program comprised of various third party modules for the above functions will not be accepted unless proof of full integration and functionality is provided.

YES **X** NO_____

6.7) The program shall include a built-in help system accessible from within the program.

YES **X** NO_____

7. **Report Features**

The program must be able to compile cumulative time totals by employee, work area, and/or work group for a specified time frame (month, quarter, life of project, etc).

The program must be able to compile cumulative cost totals (utilizing each employee's profile) by employee, work area, and/or work group for a specified time frame (month, quarter, life of project, etc).

The program must be able to provide a leave balance report by employee, work area, and/or work group for a specified time frame (month-ending, quarter-ending, etc).

8. **System Data Collection System**

8.1) The program shall provide a data collection capture method that requires the user to complete an electronic formatted time sheet and leave request form which shall be flexible and configurable dependant upon WVDOF needs.

YES **X** NO_____

8.2) The program must be capable of expanding to incorporate additional paper-based forms within the electronic work flow as necessary.

YES **X** NO_____

8.3) The program shall provide a mechanism for the completion of a time sheet or leave sheet by the WVDOF employee in both an online environment (Internet) and an offline environment. YES_X_ NO_____

Please see details in Section 2.

8.4) The program shall include a robust and customizable validation system to ensure the time sheet or leave sheet is completed accurately by the employee. These validation rules shall include, but not be limited to, the following:

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

8.4.2) Visual indications of mandatory fields still requiring attention. YES_X_ NO_____

8.5) The program shall allow all business rules (edits, validations) to be executed at the employee level in order to permit the employee to correct observed errors immediately. YES_X_ NO_____

8.6) The program shall permit an employee to exit an incomplete report and return to finalize the report at a later time. YES_X_ NO_____

8.7) The program shall include descriptive dropdown menus with all codes for the employee time and leave forms. YES_X_ NO_____

8.8) The program shall have the capability to print all completed and approved reports as needed in PDF, exported to Excel, or attached as an e-mail. YES_X_ NO_____

8.9) The program shall have integrated employee level security to ensure time and leave request forms completed by the employee can only be modified by the employee or supervisors within the employee approval path. YES_X_ NO_____

9. **System-Electronic Information Management Services**

9.1) The program must provide a web-based method for employees, supervisors, and other authorized personnel to access the time sheet and leave request forms. This web-based program shall include the ability to view the reports, approve or reject reports, and query the program for statistical analysis.

YES__X__ NO_____

9.2) The program shall include an approval/rejection system which provides the ability for comments to be attached to the previously submitted forms for employee review. These comments shall automatically be transmitted with the report.

YES__X__ NO_____

9.3) The program shall be capable of supporting a minimum of five-tiered approval/rejection system for time sheet and leave request forms. The workflow involving the five-tiered approach will be determined at a later date.

YES_____ NO__X__

Please see details in Section 2.

9.4) The program shall include integrated security that requires each employee to have a unique profile and will permit submission, review, approval, and query of only those features they have been assigned to.

YES__X__ NO_____

9.5) The employee profile shall include a hourly rate to be utilized in the report features of the program; this shall be updated only by authorized administrators.

YES__X__ NO_____

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

YES__X__ NO_____

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

YES_____ NO__X__

Please see details in Section 2.

10. **Additional Specifications**

10.1) The program shall provide a flexible and configurable interface which provides the WVDOF the ability to customize and configure the application to its specific needs.

YES__X__ NO_____

10.2) The program shall permit the creation of separate approval paths for time sheets and leave requests.

YES __X__ NO_____

10.3) The program shall have the capability of sending automated e-mail notifications to users/supervisors advising of the need to submit or approve time sheets and leave requests.

YES __X__ NO_____

10.4) The program shall permit establishment of leave time accrual rules (see Section 2) that are automatically applied and will permit each user to view available time off prior to submitting any request.

YES __X__ NO_____

10.5) The program shall provide the capability of assigning funds, tasks, or activities to specific resources.

YES __X__ NO_____

10.6) The program shall permit specific authorized WVDOF personnel the ability to establish estimates by Fund to Task and monitor actual utilizations against estimated utilizations.

YES __X__ NO_____

10.7) The program shall permit specific users within the WVDOF to modify any report by the inclusion or removal of data fields and determine the format of the report.

YES __X__ NO_____

11.   **Hardware Requirements**

The Vendor shall acknowledge that the utilization of their submitted web-based program does not require the purchase of any additional hardware by the WVDOF.

YES __X__ NO_____

12.   **Maintenance**

12.1) The Vendor shall acknowledge that there shall be no additional maintenance fee or technical support fee for their submitted web-based program, over and above any bid maintenance fee, for the term of the contract. The maintenance fee to be included in the contract is bid in Number 4 of Attachment A to this Request for Quotations. No separate reimbursement shall be made to the Vendor by the WVDOF.

P13

YES __X__ NO_____

12.2) The Vendor shall provide off-site secure database storage and back up.

YES __X__ NO_____

12.3) The Vendor should specify a Vendor Point of Contact for issues with the performance of the program.

Patricia C. Ward
VENDOR POINT OF CONTACT NAME

304-345-0201 x405
VENDOR POINT OF CONTACT NUMBER

12.4) The Vendor shall guarantee an 8 (eight) business hour response time for issues with the performance of the program.

YES __X__ NO_____

12.5) Any travel costs incurred for the maintenance of the program must be factored as part of maintenance fee bid; no separate reimbursement shall be made to the Vendor by the WVDOF.

13. **Confidentiality**

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

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

The Vendor may only disclose the WVDOF'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.

The Vendor will access the WVDOF's and the 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 the WVDOF's Project Administrator. Upon receiving 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 the WVDOF to perform the required services.

Vendor will limit access to the WVDOF's Confidential Information, computer network, systems/applications, and equipment to only those of its employees or agents that are directly involved in performing the contracted work. Vendor will inform those employees and agents of their responsibility to not disclose the information and to protect the permitted accesses from unauthorized use and will take all 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. The WVDOF may at any time request the return of any or all Confidential Information or 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 the WVDOF.

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

YES X NO____

14. Cost Summary

On Attachment A, the Vendor should list all costs to be included in this Agreement. Cost comparisons shall be based on 100 employees, and all costs shall be annualized.

This cost shall include any and all additional training necessary for utilization of the program. No separate reimbursement will be made to the Vendor for travel, training or other expenses.

15. Piggybacking

While it is the intention of the WVDOF to procure this system for its own benefit, it is anticipated that other agencies of the State of West Virginia may be interested in using this same Request for Quotations as a basis for also procuring the same system for their benefit.

The Vendor shall stipulate whether they are willing to contract with other State of West Virginia agencies for the same prices quoted to the WVDOF; this shall have no bearing on the decision of the WVDOF.

YES X NO_____

Please see details in Section 2.

ATTACHMENT A

BID SPECIFICATIONS FOR WEB-BASED TIME AND LEAVE MANAGEMENT SYSTEM
WEST VIRGINIA DIVISION OF FORESTRY

Please provide pricing quotes for all components as applicable. The number of users is estimated for comparison purposes only and is not an indication of minimum or maximum number of users.

Please annualize pricing quotes for Numbers 1 – 4 for comparison purposes. Number 5 will be used only for payment under the Agreement, if applicable.

ANNUAL
COST

1) User License/Service Fees for 100 Users for a 12 month term:

$ __2.80__   __100__   __12__   = $ __3360.00__
FEE PER USER X   USERS   X   MONTHS   YEARLY TOTAL
PER MONTH

2) Hosting fees (if not included as part of #1): *Included*

$ _____   __12__ $ _____
HOSTING FEE   X   MONTHS   YEARLY TOTAL
PER MONTH

3) One-time Implementation and Training Costs (this should be included as a lump sum fee, with NO itemization for travel costs included):

$ __1385.00__
LUMP SUM

4) Ongoing system maintenance and support fees – see Section 12.1 for additional information: *Included*

$ _____   __12__ $ _____
MAINTENANCE/   X   MONTHS   YEARLY TOTAL
SUPPORT FEE
PER MONTH

$ 4745.⁰⁰
**TOTAL YEARLY
COST (TOTAL OF
NUMBERS 1-4)**

5) Cost to add additional users (there should be no minimum increment when adding additional users); **this will not be part of the bid comparison, but must be included as part of the contract for payment:**

$ 2.80
FEE PER USER

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:
West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:
If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:
In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

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

Vendor's Name: Commercial Technology Group, LLC
Authorized Signature: Patricia E Ward   Date: 3/12/09

Purchasing Affidavit (Revised 01/01/09)

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.

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: *Commercial Technology Group*   Signed: *Patricia C. Ward*

Date: *3/12/09*   Title: *Member*

Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

BID SPECIFICATIONS FOR WEB-BASED TIME AND LEAVE MANAGEMENT SYSTEM
WEST VIRGINIA DIVISION OF FORESTRY

1. Purpose

The West Virginia Division of Forestry (WVDOF) is seeking a web-based time and leave management system. The WVDOF is seeking to replace two existing paper-based systems-a time tracking system and a leave request form-with a single web-based system solution.

2. Current Operating Environment

The WVDOF employees approximately 100 (one hundred) individuals at any given time who utilize the time tracking system and leave request form. In the normal course of business, individuals may leave the employ of the WVDOF and be replaced at any given time.

TIME TRACKING
The WVDOF currently utilizes an Excel spreadsheet based system of tracking an employee's time & activity (T&A). Each employee utilized 2 (two) spreadsheets per month, based on the pay period, for a total of 24 (twenty-four) spreadsheets a year. An employee's T&A can be charged to any of approximately 20 (twenty) different work areas; most individuals will not have T&A in all work areas. Individual spreadsheets are then electronically merged into a summary spreadsheet for each work group on a quarterly basis. There are currently 7 (seven) distinct work groups in the WVDOF.

LEAVE TRACKING
As a separate, but related, tracking system, the WVDOF currently utilized an Excel spreadsheet based system of tracking an employee's Annual (vacation) and Sick Leave. This system is updated independently for the above-referenced T&A system, based on hand-written request for leave.

LEAVE/HOURS WORKED
Employees accrue Annual Leave at different rates, based on their time of longevity. Additionally, employees accrue Sick Leave at a consistent rate, regardless of time of longevity. In all, there are approximately 22 (twenty-two) types of Leave or Hours Worked that an employee could utilize in a pay period; most individuals will not utilize all these types in one pay period.

EXPENSE ALLOCATION
Utilizing the summary spreadsheets from the seven distinct work groups noted above; a master summary spreadsheet is used to allocate agency expenses to various federal grants. This is currently done in an Excel spreadsheet based system.

3. Scope of Project

The WVDOF intends to implement a web-based time and leave management system program. The Vendor shall provide a turnkey, fully functional (where customization or programming of WVDOF computers, servers, or the purchase of additional hardware is not required) web-based system solution that has the following capabilities; Project Management Tracking; Real Time Project Status Information; seamless transfer of data to current or future payroll systems; remote access; grant management; time entry accuracy; automatic field population; document management; remote and off-line access; time and leave sheet workflow approval automation; and overall reliability. Specifications are listed in Sections 7 through 15 and shall be completed by each Vendor. Failure to complete this information may result in the bid to be considered non-responsive.

4. General Bid Requirements

4.1) The program offered must be in full commercial production and utilization, and have been in production for at least 3 (three) years prior to bid submission. NO "brand new", "beta", or "prototype" models will be accepted. If requested, proof of current sales and utilization of the specified program over the past 12 months shall be provided, in writing, referencing no less than 5 (five) current customers with contacts names and phone numbers for verification. These references should include state or other government al agencies.

4.2) All Vendors must provide documentation that they are authorized to sell and support the product which they bid.

4.3) No additional hardware shall be required to be purchased by the WVDOF for successful implementation and long term utilization of this program.

4.4) All Vendors must complete Section 14 and related Attachment A. Failure to provide this information may result in rejection of the bid.

4.5) Bid certifications: In the event that a section or subsection of this bid is omitted, or the Vendor has failed to respond, the agency reserves the right to request a bid clarification. If the Vendor fails to submit a bid clarification within the time allotted, the bid shall be considered non-responsive and be disqualified.

4.6) The WVDOF servers the right to initiate termination of the contract for unacceptable performance according to specifications, untimely delivery times on product, or lack of technical support.

4.7) The term of this contract shall be 1 (one) year from the effective date, with up to 2 (two) one-year renewals with the mutual agreement of the WVDOF and Vendor.

4.8) The WVDOF may request a demonstration of the bid program; this demonstration will use either data supplied by the WVDOF or the Vendor, at the discretion of the WVDOF.

5. Format of Product Bid Responses

All Vendors should complete the bid response sheets (Section 7 through 15). Vendor should mark "YES" or "NO" for full compliance with the specifications of each paragraph. By marking "YES", Vendor acknowledges that the bid product meets or exceeds the stated specification. Vendors returning only information concerning their bid product, without addressing the following specifications, may be eliminated from consideration as non-responsive.

6. Program-General Specifications

6.1) The program shall be capable of being fully deployed within 60 days of contract award.

YES__X__ NO____

The number of parallel runs with the new system and the current system can affect the implementation timeline. 60 days for a system of this size would be feasible. Please see sample implementation schedule in Section 4.

6.2) The program shall be capable of being run on Windows 2000 or Windows XP; this does not preclude the use of future Windows operating systems, including but not limited to Vista.

YES__X__ NO____

The TimeForce web-based (ASP) solution will only need a computer with Internet Explorer. Any operating system will be sufficient.

6.3) The Vendor shall submit a program that can be utilized without being resident on the laptop, desktop, or tablet.

YES__X__ NO____

TimeForce ASP version is web-based and there are no individual computer or server installations required.

6.4) The program shall provide multiple levels of security, enabling the WVDOF to limit access, review, and approval paths as needed.

YES__X__ NO____

TimeForce has an unlimited number of security roles which define the users' access to access, review, and approve employees' timesheets.

6.5) The program shall be user friendly and require no special knowledge of computers other than normal user training for either the time and leave request entry or the report feature areas.

YES__X__ NO____

TimeForce is very user friendly and other than our operator training requires no special knowledge of computers. Both admin users and employees will find the software very easy to use.

6.6) The WVDOF requires a web-based time and leave management program that is composed of modules for report completion, statistical analysis, and electronic report distribution, all created by the Vendor. Submissions from Vendors of a program comprised of various third party modules for the above functions will not be accepted unless proof of full integration and functionality is provided.

YES__X__ NO_____

The reports in TimeForce have multiple employee filters as well as custom field selection. Output options for reports include preview, print, or saved as a file. "Favorite" Report definition may be saved by user.

6.7) The program shall include a built-in help system accessible from within the program.

YES_ X____ NO_____

TimeForce has an online help system with field specific help.

7. Report Features

The program must be able to compile cumulative time totals by employee, work area, and/or work group for a specified time frame (month, quarter, life of project, etc).

History is unlimited in TimeForce so once the history is present in the system, the ability to compile time totals by employee, work area, and/or work group for any specified time frame will be available.

The program must be able to compile cumulative cost totals (utilizing each employee's profile) by employee, work area, and/or work group for a specified time frame (month, quarter, life of project, etc).

TimeForce allows the entry of base wage rates per employee as well as overtime and premium wage calculations . This will allow reports to be generated that will include cumulative cost totals. This information can be grouped by employee, work area, and/or work group.

The program must be able to provide a leave balance report by employee, work area, and/or work group for a specified time frame (month-ending, quarter-ending, etc).

TimeForce can be configured to automatically accrue or grant leave time based on a number of different policies, including accrual based on years of service, different accrual date ranges, etc. Accrual balances are always available by preview or printed report.

8. System Data Collection System

8.1) The program shall provide a data collection capture method that requires the user to complete an electronic formatted time sheet and leave request form which shall be flexible and configurable dependant upon WVDOF needs.

YES__X__ NO_____

TimeForce has the ability to allow employees to complete an electronic time sheet by entering either the number of hours worked or the times of the day worked. In addition TimeForce can allow employee to request leave time off electronically.

8.2) The program must be capable of expanding to incorporate additional paper-based forms within the electronic work flow as necessary.

YES__X__ NO_____

More information is needed on exactly on what paper-based forms would be included but generally TimeForce is capable of handling significant amounts of employee-specific data. An add-on HR module makes the system even more flexible.

8.3) The program shall provide a mechanism for the completion of a time sheet or leave sheet by the WVDOF employee in both an online environment (Internet) and an offline environment

YES__X__ NO_____

Employees and /or supervisors may approve a time sheet online or alternatively a printed timesheet can be generated allowing for employee and/or supervisor approval with handwritten signature. Timesheet entries to the database requires online mode.

8.4) The program shall include a robust and customizable validation system to ensure the time sheet or leave sheet is completed accurately by the employee. These validation rules shall include, but not be limited to, the following:

8.4.1) Filed lookup validation-the form capture system should have the ability to cross-check fields with database values to ensure the correct values have been entered.

YES__X__ NO_____

TimeForce uses data validation to ensure that correct values have been entered.

8.4.2) Visual indications of mandatory fields still requiring attention.

YES__X__ NO_____

Mandatory field requiring entry will be indicated. In addition, exceptions requiring attention, such as missing punches, duplicate punches, etc. are easily identified making correction by exception easy for the user.

8.5) The program shall allow all business rules (edits, validations) to be executed at the employee level in order to permit the employee to correct observed errors immediately.

TimeForce allows for individual access to edits, validations, etc. Security may be set so that the employee may correct timesheet errors immediately.

8.6) The program shall permit an employee to exit an incomplete report and return to finalize the report at a later time.

YES__X__ NO_____

If an employee is entering a time slice in the electronic time sheet or actually running a report, he/she may exit and return to complete at a later time.

8.7) The program shall include descriptive dropdown menus with all codes for the employee time and leave forms.

YES__X__ NO_____

Absence codes can be identified by description when entering time for the employee.

8.8) The program shall have the capability to print all completed and approved reports as needed in PDF, exported to Excel, or attached as an e-mail.

YES__X__ NO_____

Standard reports in TimeForce can be exported to a csv file which can be opened in Excel or attached to an email. TimeForce uses Microsoft SQL, an open database, so reports can be generated using a third part report writer as well.

8.9)   The program shall have integrated employee level security to ensure time and leave request forms completed by the employee can only be modified by the employee or supervisors within the employee approval path.

YES__X__ NO_____

Security within Timeforce is extremely flexible. An unlimited number of "roles" that define allowable functionality may be configured and assigned to appropriate users. In addition, access to employees may be defined by defined or individual employee.

9. System-Electronic Information Management Services

9.1) The program must provide a web-based method for employees, supervisors, and other authorized personnel to access the time sheet and leave request forms. This web-based program shall include the ability to view the reports, approve or reject reports, and query the program for statistical analysis.

YES__X__ NO_____

TimeForce is a web-based time & attendance system. Employees, supervisors, and other authorized personnel may access the time sheet and leave request forms, view reports, etc. based on the security role and employee access assigned to the employee, supervisor, or other user.

9.2) The program shall include an approval/rejection system which provides the ability for comments to be attached to the previously submitted forms for employee review. These comments shall automatically be transmitted with the report.

YES__X__ NO____

Comments and or Notes are available in many areas of TimeForce. Employees may add notes when submitting hours/times. Supervisors may add notes when editing or approving employees' time records. Notes are always "connected to" the appropriate record.

9.3) The program shall be capable of supporting a minimum of five-tiered approval/rejection system for time sheet and leave request forms. The workflow involving the five-tiered approach will be determined at a later date.

YES____ NO__X__

TimeForce is capable of supporting three levels of approval for time sheets - employee, supervisor, and director. However, with leave request forms, there are an unlimited number of supervisors that can approve leave request forms depending on the security configured and licensed number of users.

9.4) The program shall include integrated security that requires each employee to have a unique profile and will permit submission, review, approval, and query of only those features they have been assigned to.

YES__X__ NO____

These features not only exist in Timeforce but it is one of the most flexible systems on the market today for assigning integrated security for viewing, editing, approving, and query of information.

9.5) The employee profile shall include a hourly rate to be utilized in the report feature of the program; this shall be updated only by authorized administrators.

YES__X__ NO____

Employees' base wage rates may be entered in TimeForce and multiple wage rates can be maintained per employee.

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

YES__X__ NO____

Yes, only authorized users will have access to define additional users and the security roles that they are assigned to.

9.7.) The program shall provide a comprehensive report activity tracking system. The audit log shall track an activity on a report including viewing, submitting, rejection, and approvals.

YES____ NO__X__

TimeForce keeps a comprehensive on any changes/edits made to an employee's timesheet. There is no record of users viewing employees' records. However, the security roles allow for only authorized users to view, edit, or approve employees' records.

10. Additional Specifications

10.1) The program shall provide a flexible and configurable interface which provides the WVDOF the ability to customize and configure the application to its specific needs.

YES__X__ NO____

TimeForce has available an Import Utility which allows for import of employee and/or user data into the system. In addition, TimeForce has multiple formats of pay data export available.

10.2) The program shall permit the creation of separate approval paths for time sheets and leave requests.

YES__X__ NO____

In TimeForce, employees may submit leave requests and, if the employee has multiple supervisors, which supervisor should receive the request. Time sheet approval is a separate process all together.

10.3) The program shall have the capability of sending automated e-mail notifications to users/supervisors advising of the need to submit or approve time sheets and leave requests.

YES__X__ NO____

TimeForce can send email notifications to supervisors/users when there are exceptions on the employee's timesheet and/or the employee has submitted a leave request. Additionally, the system can email the employee when the leave request has been approved/denied.

10.4) The program shall permit establishment of leave time accrual rules (see Section 2) that are automatically applied and will permit each user to view available time off prior to submitting any request.

YES__X__ NO____

In TimeForce, leave time accruals rules can be applied based on years of service, accrued based on hours worked or passage of time (monthly, by pay period,etc.), with various qualifying rules and rollover options. If given access, employees and/users will have the ability to view available time off prior to submitting any request.

10.5) The program shall provide the capability of assigning funds, tasks, or activities to specific resources.

YES__X__ NO____

With TimeForce, departments and an unlimited number of multiple department levels may be configured. In addition, the Job Tracking option with TimeForce, allows for additional levels of labor tracking.

10.6) The program shall permit specific authorized WVOF personnel the ability to establish estimates by Fund to Task and monitor actual utilizations against estimated utilizations.

YES__ X__ NO____

"Budgeted hours/dollars" may be assigned using the Job Tracking module of TimeForce to track actual vs. actual labor amounts.

10.7) The program shall permit specific users within the WVDOF to modify any report by the inclusion or removal of data fields and determine the format of the report.

YES__X__ NO____

Even the "standard" reports in TimeForce allow for the modification of reports by various filters and inclusion or removal or data fields.

11. Hardware Requirements

The Vendor shall acknowledge that the utilization of their submitted web-based program does not require the purchase of any additional hardware by the WVDOF.

YES__X__ NO____

The ASP version of TimeForce requires only Internet Access and a Web Browser on the workstation.

12. Maintenance

12.1) The Vendor shall acknowledge that there shall be no additional maintenance fee or technical support fee for their submitted web-based program, over and above any bid maintenance fee, for the term of the contract. The maintenance fee to be included in the contract is bid in Number 4 of Attachment A to this Request for Quotations. No separate reimbursement shall be made to the Vendor by the WVDOF.

YES__X__ NO____

The monthly access fees for TimeForce include the support and maintenance feels for the system. In addition, support includes unlimited on-site support in addition to web-based and phone- based support.

12.2) The Vendor shall provide off-site secure database storage and back up.

YES__X__ NO____

With the ASP version of TimeForce, the database is securely stored and backed up on Qqest servers.

12.3) The Vendor should specify a Vendor Point of Contact for issues with the performance of the program.

Patricia C. Ward
VENDOR POINT OF CONTACT NAME

12.4) The Vendor shall guarantee an 8 (eight) business hour response time for issues with the performance of the program.

YES__X__ NO____

Response includes phone, web-based, and on site support. Normal response is well below 8 hours.

12.5) Any travel costs incurred for the maintenance of the program must be factored as part of maintenance fee bid; no separate reimbursement shall be made to the Vendor by the WVDOF.

13. Confidentiality

The WVDOF may grant Vendor and its employees specific access to WVDOF's physical facilities, its computer network, systems/applications and equipment and its information in various oral, written, or electronic forms as required for implementation of Vendor program. All information disclosed or provided by WVDOF will be considered to be Confidential Information regardless of whether it was provided before or after the date of this agreement or how it was provided. Confidential Information will not include information that:
- Is generally known about the WVDOF and West Virginia State Government;
- Is now or subsequently becomes generally available to the public through no wrongful act of the Vendor;
- The Vendor rightfully had in its possession prior to the disclosure to the Vendor by the WVDOF;
- Is independently created by the Vendor without direct or indirect use of the Confidential Information; or
- The Vendor rightfully obtains from a third party who has the right to transfer or disclose it.

The Vendor may only disclose the WVDOF'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.

The Vendor will access the WVDOF's and the 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 the WVEDOF's Project Administrator. Upon receiving 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 the WVDOF to perform the required services.

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

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

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

YES__X__ NO____

14. Cost Summary

On Attachment A, the Vendor should list all costs to be included in this Agreement. Cost comparisons shall be based on 100 employees, and all costs shall be annualized.

This cost shall include any and all additional training necessary for utilization of the program. No separate reimbursement will be made to the Vendor for travel, training or other expenses.

15. Piggybacking

While it is the intention of the WVDOF to procure this system for its own benefit, it is anticipated that other agencies of the State of West Virginia may be interested in using this same Request for Quotations as a basis for also procuring the same system for their benefit.

The Vendor shall stipulate whether they are willing to contract with other State of West Virginia agencies for the same prices quoted to the WVDOF; this shall have no bearing on the decision of the WVDOF.

YES__X__ NO____

Within a reasonable timeframe and with the same requirements, Commercial Technology will be willing to contract with other State of West Virginia agencies for the same prices quoted to the WVDOF.

Time Force

TimeForce is software that allows you to easily collect, manage and process your time and attendance data. It interfaces seamlessly with all of our time clocks and can export data in a variety of formats.

TimeForce software empowers you to proficiently and successfully manage time. Thorough TimeForce employee information is readily available for you to review, edit, respond to, report on, and use. It is a very powerful tool for managing the most important resource of any organization—people.

TimeForce is conveniently organized into different areas to help you navigate through your time keeping and payroll processes.

TimeForce uses a browser-based interface that incorporates years of customer input. As a result, TimeForce is easy to use, access and control.

Getting started is fast and efficient. Seeing and using employee data is intuitive and informative. Permission levels are at your discretion for administration, supervisors, managers and staff. Pay rules, exceptions, and differentials are up to you. Reporting is extensive and you can review the valuable information you need whenever and however you need it.

TimeForce Features

- ⊛ easy to set up and use—quick to learn
- ⊛ unlimited employees, pay policies, and shifts
- ⊛ simplified tracking of all accruals, such as sick and vacation time
- ⊛ error checking system to evaluate time punches against shift and pay policies
- ⊛ automatic time entries for approved absences
- ⊛ multiple overtime categories
- ⊛ time rounding based on settings you create
- ⊛ premium time and shift differentials
- ⊛ meal and break time reporting
- ⊛ handles flex time and split shifts
- ⊛ holiday and employee benefit management
- ⊛ unlimited user-defined schedules
- ⊛ consistent business rules-based processing
- ⊛ administrator security defines and restricts access
- ⊛ optional employee Self Service
- ⊛ optional Job Costing module
- ⊛ optional HR module
- ⊛ exports to all popular payroll programs

Add, delete, and edit time within the TIME CARD section.

Edit and lock in pay periods then export for payroll inside the PAY PROCESSING section.

Gain access to valuable reports in the REPORTS section.

View and update employee information in the EMPLOYEE section.

Create and track your schedules in the SCHEDULE section.

Tabbed-style browsing moves you quickly through reviewing, editing, reporting and processing time

With standard and customized reports you will have all the information you need

ComTech
Commercial Technology Group, LLC

**Sample
Time & Attendance
Implementation Checklist**

Due Date	Scheduled Date	Task	Responsible Party	Date Completed

Preparation Phase

Due Date	Scheduled Date	Task	Responsible Party	Date Completed
		Prepare Implementation Schedule Draft	ComTech / Customer	
		Configuration Survey Meeting	ComTech/ Customer	
		Finalize implementation calendar	ComTech	
		System Environment Analysis Meeting	ComTech/ Customer	
		Finalize Order	ComTech	
		Determine adequacy of computing Environment	ComTech/ Customer	
		Document policies and rules as necessary	Customer	
		Document configuration parameters	ComTech	
		Confirm receipt of hardware/software	ComTech	
		Configure system parameters	ComTech	
		Make backup of original configuration	ComTech	

Testing Phase

Due Date	Scheduled Date	Task	Responsible Party	Date Completed
		Enter test employees & transactions into test database	ComTech	
		Review test data at ComTech	ComTech	
		Review test data with Customer	ComTech/ Customer	

Installation/Training Phase

Due Date	Scheduled Date	Task	Responsible Party	Date Completed
		Restore configuration backup at ComTech	ComTech	
		Import Employees	ComTech	
		Create backup of database for installation	ComTech	
		Complete installation of cabling, power and back-plate, if applicable	Customer	
		Install and configure system on site	ComTech	
		Restore database on site	ComTech	
		Install Clock(s)	ComTech	
		Test Clock Communications	ComTech	
		Train Supervisors on clock functionality	ComTech	
		Train system administrator(s) on software	ComTech / Customer	
		Train supervisors (in classroom) (Optional)	ComTech / Customer	
		Hold employee training	Customer	
		Develop system back-up plan	Customer	
		Build data files (enter accounts, employees, etc.) if applicable	Customer	

Prepared: 03/11/09

Sample
Time & Attendance
Implementation Checklist

		Enroll Employees in Handreader Clock, if applicable	Customer	

Parallel Phase

		Employees in parallel group start punching on "clock"	Customer	
		First parallel with old system	Customer	
		Second parallel	Customer	
		Configuration Review Meeting	ComTech/ Customer	
		Make necessary configuration changes	ComTech	
		Test payroll export	ComTech	

Go-Live & Follow-Up Phase

		Go Live (date)	Customer	
		Live Pay Period	Customer	
		Process live payroll using payroll export	ComTech/ Customer	
		Implementation Follow-Up	ComTech	

Prepared: 03/11/09

Implementation

Our Implementation Services Help Get You Up-And-Running Quickly and Efficiently!

Features:

- Activation Of Your System

- Installation Of Your Data Engine

- Installation Of Your Administration Tools

- Installation Of PC Time Clock

- Creation Of Your Database

- Configuration Of Your System

- Data Collection Terminal Diagnostics and Setup

Our Solutions Cost Less To Implement Than Competing Products Because There Are No Hidden Costs.

Good technical design can result in substandard system performance if not implemented properly. In addition, integrating technologies from multiple vendors can create confusion regarding responsibility and accountability. Today's market requires quick response to opportunities and competition. To meet this need, ComTech provides time and labor management solutions along with implementation services that are not only comprehensive but also customized to meet your needs.

Companies that do business with ComTech can expect a partner that will be there through all phases of implementation – from the initial planning phases to the final roll-out. ComTech provides scalable levels of assistance that are tailored to each implementation. We transform your payroll/human resource departments into a cost-effective robust time and labor management environment that stands up to all departmental challenges. Professional Implementation by ComTech speeds up the completion process, assures minimum downtime due to improper installation, and achievement of optimum system performance.

<u>On-Site Implementation</u> - ComTech will send an implementation specialist to the customer's site to provide the customer on-site installation of the software and hooking up the data collection terminal.

Professional implementation from ComTech will speed up the installation process, assure minimum down-time due to improper system hookup, and help achieve optimum performance from your new Time and attendance system.

Support/Maintenance

Our Support/Maintenance Services Help Keep Your System Running Worry-Free!

Features:

- Controls costs
- Enhances quality
- Improves system performance

Software Support

- Unlimited direct phone support
- Unlimited direct email support
- Unlimited Web-based support
- Delivery of enhancements, updates and upgrades
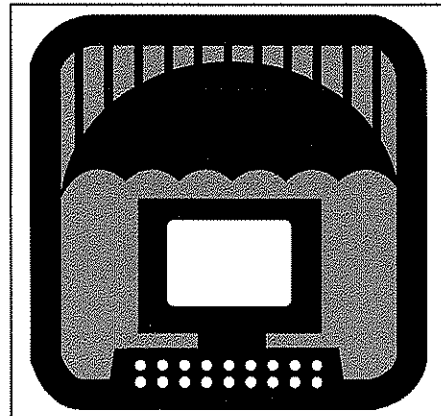- Standard error correction and modifications

Hardware Maintenance

- Ongoing maintenance such as quality checks and cleaning
- Onsite service for requested repairs
- Temporary replacement equipment during offsite repairs

Quality Customer Support Maximizes System Productivity!

Good technical support is a necessity after you have implemented your Workforce Management System. You want to be sure you have the ongoing support and maintenance to keep your software and hardware operating at their full potential. Today's market requires quick response in the event of a problem and with our maintenance/support agreements you can enjoy peace of mind, knowing your system is covered. Your labor management software is a mission-critical system that has an effect on your employees' payroll. We realize that unanswered software questions and hardware problems can leave your systems down and you frustrated. That is why we have developed a comprehensive and cost-effective support and maintenance program.

Software Support – Our support agreements include unlimited telephone calls and web-based support with available Internet

technology. We provide assistance in using the software and communicating with any data collection terminals.

Hardware maintenance – We will send a hardware specialist to you to provide immediate on-site repair or temporary replacement of the hardware terminals.

Companies that do business with Commercial Technology Group can expect a partner that will be there throughout the lifetime of their system. We provide scalable levels of assistance that are tailored to your individual needs. Our professional support assures minimum downtime and optimum system performance.
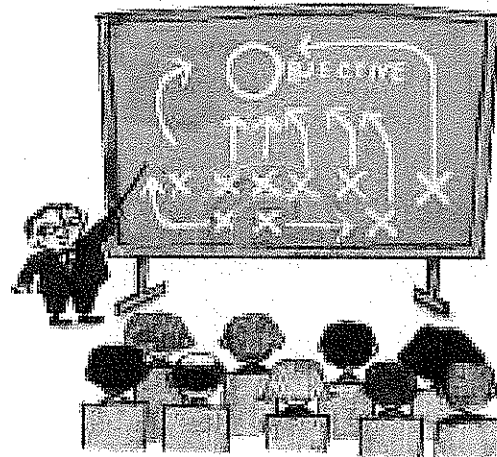
Training

Education Is The Key To Getting The Most Out Of Your New System!

Features:

- Training On Navigation Through The System

- Training On Scheduling Employees

- Training On Employee Data Entry Procedures

- Training On System Report Generation

- Training On Administrative Rule Adjustments

- Training On Employee Data Entry Procedures

- Training On Time Card Editing Procedures

- Training On Benefit Administration

- Training On System Options

- Training On Management Of Employee Data

A Curriculum That Empowers Customers To Perform At Their Best To Achieve The Most Benefits From Our Systems...

ComTech's Training service provides professional instructor-led training to make the transition to your time and attendance system as simple as possible for all of your employees. ComTech training sessions are designed to provide the tools your staff will need to use your system successfully in your business environment. Key concepts are taught using examples tailored to your businesses needs. Class sizes are kept small in order to facilitate the best hands-on learning experience, providing personal attention for all students.

Easy to follow training materials ensure that students can focus on learning rather than on taking notes, and that students have an easy-to-use reference guide for after class. ComTech Training can be provided in two ways:

ComTech Classroom -- Customers can get focused training with no distractions by going to ComTech training facilities in Charleston, West Virginia.

On-Site Setup & Training - ComTech will send a certified technical representative and/or trainer to the customer's site to provide the customer on-site setup and classroom style training.

No matter which method you choose, professional setup and training from ComTech will assure you get the highest return on your investment from your time and attendance system.

ATTACHMENT A

BID SPECIFICATIONS FOR WEB-BASED TIME AND LEAVE MANAGEMENT SYSTEM
WEST VIRGINIA DIVISION OF FORESTRY

Please provide pricing quotes for all components as applicable. The number of users is estimated for comparison purposes only and is not an indication of minimum or maximum number of users.

Please annualize pricing quotes for Number 1-4 for comparison purposes. Number 5 will be used only for payment under the Agreement, if applicable.

ANNUAL COST

1)   User License/Service Fees for 100 Users for a 12 month term:

$___2.80___		100	12		$___3360.00___
FEE PER USER	X	USERS X	MONTHS	X	YEARLY TOTAL
PER MONTH					

2) Hosting fees (if not included as part of #1): INCLUDED

$_____		12		$_____
HOSTING FEE	X	MONTHS		YEARLY TOTAL

3) One-time Implementation and Training Costs (this should be included as a lump sum fee, with NO itemization for travel costs included):

$___1385.00___
LUMP SUM

4) Ongoing system maintenance and support fees-see Section 12.1 for additional information: INCLUDED

$_____		12		$_____
MAINTENANCE/	X	MONTHS		YEARLY TOTAL
SUPPORT FEE				
PER MONTH				

$___4745.00___
TOTAL YEARLY COST (TOTAL OF NUMBERS 1-4)

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5) Cost to add additional users (there should be no minimum increments when adding additional users); **this will not be part of the bid comparison, but must be included as part of the contract for payment:**

$ \underline{\quad 2.80 \quad\quad}$
FEE PER USER

Patricia E. Ward   3/12/09

ComTech

Commercial Technology Group, LLC
304-345-0201

DATE: 03/12/09

SUBMITTED TO:	WV Division of Forestry	ATTENTION:	
ADDRESS:	4720 Brenda Lane	PHONE:	ext.
CITY, STATE ZIP:	Charleston, WV 25312	EMAIL:	

SYSTEM DESCRIPTION   Qqest TimeForce Time and Leave Management System

QTY DESCRIPTION	EACH	EXTENDED	TOTAL EXT.
100 Qqest TimeForce Monthly Access and Hosting Fees*	2.80	280.00	
Total Monthly TimeForce Fees (based on 100 active employees)			$280.00
1 Implementation and Training Costs (one-time fees)**	1,385.00	1,385.00	
Total Implementation and Training Fees			$1,385.00

* Includes TimeTracking Option and Support
** Based on 100 employees - Includes on site training

Terms: Net 30 Days

Patricia L. Ward   3/12/09