

Thursday, July 03, 2008

Roberta Wagner
HHR90011
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East Bldg. 15
Charleston, WV 25305

Dear Ms. Wagner:

Thank you for interest in our Data Quality Tools Suite. I have received your Request for Proposal and Melissa Data would like to participate. I am confident we have optimal solutions to offer in order enhance the effectiveness of your data-driven applications

I have read and reviewed all software requirements; and have enclosed a proposal for a Package that will meet all requirements listed.

Our **Data Quality Suite** will CASS Certify, Validate Standardize, Correct, and append the Zip+4 to your records. This can be done in both Batch and Real-Time-Point of Entry. All DQT products include CASS, DPV, LACS as well as Suite Link. Suite Finder will also be a feature included 3rd Quarter 2008.

Also included in our Data Quality Suite is our **Name, Phone, Email, and RBDI Objects**. These tools will Parse-out/Genderize contact names, Validate/Correct and Update Area Code, and Prefix Combinations and Validate Email Addresses (Standardize Casing, Correct Syntax, Update Domains- also includes both Database and MXLookup tables) RBDI object will append Delivery Type information (Residence or Business)

Our **GeoCoder** will append Lat/Long Coordinates to the Zip+4 level. This is done to the centroid of a 3-5 house range currently. GeoCoding Information is compiled from TeleAtlas, which is highly known in the industry for being the best GeoCoding information available.

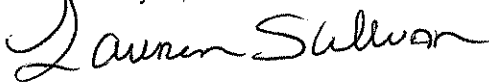
Our **Mailers+4 Desktop solution** is an Out of the Box, Finished application to CASS Certify, Validate, Standardize, Correct, and append the Zip+4 to your database of Addresses. This software application will be installed directly onto your AWI hardware.

******Please note:** Our quote does not include Setup/Integration, Consulting etc. All of our Products/Subscriptions include sample source code and free technical support for the life of your subscription. Product tutorial included with Mailers+4 desktop solution.

Please let me know should you have any questions regarding the enclosed, as I will be happy to assist or go over in further detail.

I would welcome the opportunity to work with the State of West Virginia in the future.

Thank you,



Lauren Sullivan
Melissa Data
800-800-6245 x814

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
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 Alcohol 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 cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,
Charleston, WV 25305-0130

Thursday, July 03, 2008

Roberta Wagner
HHR90011
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East Bldg. 15
Charleston, WV 25305

Dear Ms. Wagner:

Thank you for interest in our Data Quality Tools. We are confident you will continue to be pleased with the results.

Data Quality Package:

Data Quality Tools Suite (Address Object) includes 6 bimonthly updates

- *Enterprise level, unlimited addresses verified per year*

Annual Licensing Cost: \$22,000

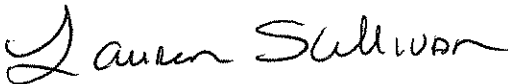
GeoObject \$2,990

Mailers+4 Professional \$6695
(up to 1,000 User License)

**License includes sample source code and free technical support for the life of your subscription. Quote does not include Setup/Integration, Consulting etc. All of our Products/Subscriptions include sample source code and free technical support for the life of your subscription. Product tutorial included with Mailers+4 desktop solution.*

Quote Notes: Price excludes shipping and applicable sales tax. **Quote is valid for 30 days from date above.** I look forward to helping to enhance the effectiveness of your data-driven applications.

Lauren Sullivan



Software Sales
Melissa Data Corp.
T: 800-800-6245 x814
F: 949-589-5211

Fine Print: The pricing and terms between State of West Virginia and Melissa Data cannot be disclosed to any third party at any time. State of West Virginia will assume obligation to protect such information from disclosure. Melissa Data's COM Suite is not licensed under this proposal to be replicated or distributed.

**HHR90011
 BID COST SHEET**

Item #	Qty.	Item Description	Unit Cost	Total Cost
1	1,000 Users	QAS Professional for 1,000 Users, or Equal. To include setup, integration, and initial product training. Must also provide regular upgrades. Upgrades must include all components of address QAS software.	\$	\$ 6,695
2	1,000 Users	QAS Professional Web for 1,000 Users, or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS software.	\$	\$ 22,000
3	1,000 Users	GeoCoder Information for 1,000 Users, or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS Software.	\$	\$ 2,990
4	1	QAS Batch or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS software.	\$	\$ Included In item #2
		SUBTOTAL		\$ 31,685

**HHR90011
BID COST SHEET**

*****OPTIONAL ITEMS**

Item #	Qty.	Item Description	Unit Cost	Total Cost
5	1,000 Users	QAS Names or Equal. To include setup, integration, and initial product training. Must also provide regular updates to address database. Updates must include all components of address QAS software.	\$	\$ <i>Included In products</i>
6	1,000 Users	QAS Professional Services to include integration development, consulting, professional training, data analysis, and pre-processing address management consulting on all components of the QAS software, of equal.	\$	\$ <i>N/A</i>
7	1,000 Users	Year 2 subscription services for QAS software or equal		<i>SAME</i>
8	1,000 Users	Year 3 subscription services for QAS software or equal		<i>SAME</i>
		SUBTOTAL		\$ 0

TOTALS

SUBTOTAL FROM PAGE 1		31,685
SUBTOTAL ***OPTIONAL ITEMS		0
GRAND TOTAL		\$ 31,685

Optional items may be purchased at a later date. The award of this contract will be based on the Grand Total of all Pricing including the Optional Items.



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
HHR90011

PAGE
2

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

*926104713 949-589-5200

VENDOR

MELISSA DATA CORPORATION
 22382 AVENIDA EMPRESA

RANCHO SANTA MARGARITA CA
 92688-2112

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3713 304-558-4957

DATE PRINTED 06/25/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 07/09/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;"><i>D. Lauren Sullivan</i> SIGNATURE</p> <p style="text-align: center;"><i>Melissa Data</i> COMPANY</p> <p style="text-align: center;"><i>7/3/08</i> DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p> <p style="text-align: right; font-size: 24pt; font-weight: bold;">RECEIVED</p> <p style="text-align: right;">2008 JUL -8 A 9:38</p> <p style="text-align: right;">PURCHASING DIVISION STATE OF WV</p>						

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'

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY**: -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Melissa Data

Signed: Lauren Sule

Title: Product Specialist

Date: 7/3/08

ATTACHMENT
P.O.# HR90011

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Jaen Sul 7/3/08
Signature Date

Product Specialist
Title

Melissa Data
Company Name

Signature Date

Title

Agency/Division

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Melissa Data

Authorized Signature: [Signature] Date: 7-6-08



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
 HHR90011

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

*926104713 949-589-5200

MELISSA DATA CORPORATION
 22382 AVENIDA EMPRESA

RANCHO SANTA MARGARITA CA
 92688-2112

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3713 304-558-4957

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/06/2008				
BID OPENING DATE: 07/09/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION IN WRITING IMMEDIATELY.						
BIDDER: <u>Melissa Data</u>						
DATE: <u>7/7/08</u>						
SIGNED: <u>[Signature]</u>						
TITLE: <u>Product Specialist</u>						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						

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'



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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 ROBERTA WAGNER
 304-558-0067

*926104713 949-589-5200

VENDOR

MELISSA DATA CORPORATION
 22382 AVENIDA EMPRESA
 RANCHO SANTA MARGARITA CA
 92688-2112

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301-3713 304-558-4957

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/06/2008				

BID OPENING DATE: 07/09/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----HHR90011-----						
BID OPENING DATE:-----7/9/2008-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (941)589-5211-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): Lauren Sullivan-----						
***** THIS IS THE END OF RFQ HHR90011 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'