



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
EDD256653

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL 304-558-2596

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF EDUCATION  
 BUILDING 6  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0330

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/11/2006				

BID OPENING DATE: 08/22/2006      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
<p>THIS ADDENDUM IS ISSUED TO PROVIDE ANSWERS TO VENDOR QUESTIONS RAISED AT THE MANDATORY PRE-BID MEETING AND QUESTIONS RECEIVED BEFORE 08/10/2006.</p> <p>PLEASE SEE ATTACHED QUESTIONS AND ANSWERS.</p> <p>ALSO, UNDER WV CODE 5A-3-37/4/D "IF ANY OF THE REQUIREMENTS OR PROVISIONS SET FORTH IN THIS SECTION JEPORDIZE THE RECEIPT OF FEDERAL FUNDS, THEN THE REQUIREMENT OR PROVISIONS ARE VOID AND OF NO FORCE AND EFFECT FOR THAT SPECIFIC PROJECT." AND AS SECTION 3016.36 (2) OF THE CFR STATES "GRANTEES AND SUBGRANTEES WILL CONDUCT PROCUREMENTS IN A MANNER THAT PROHIBITS THE USE OF STATUTORILY OR ADMINISTRATIVELY IMPOSED IN-STATE OR LOCAL GEOGRAPHICAL PREFERENCES IN THE EVALUATION OF BIDS OR PROPOSALS, EXCEPT IN THOSE CASES WHERE APPLICABLE FEDERAL STATUTES EXPRESSLY MANDATE OR ENCOURAGE GEOGRAPHIC PREFERENCE. NOTHING IN THIS SECTION PREEMPTS STATE LICENSING LAWS." THE RESIDENT VENDOR PREFERENCE IS HERBY DELETED FROM THIS RFQ.</p> <p>BID OPENING DATE REMAINS: 08/22/2006            BID OPENING TIME REMAINS: 1:30 PM</p> <p>***** ** END ADDENDUM NO. 2 *****</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'

**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 is automatically null and void, and is 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.

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**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.

**SIGNED BID TO:**

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

**WV DEPARTMENT OF EDUCATION  
RFQ# EDD256653  
Addendum: 1  
Pre-bid Meeting Q &A**

**Vendors in attendance:** Dynamic Internet Solutions, Colyar Consulting Group, and Global Science and Technology

**WVDE Staff in attendance:** Mollie Wood, Kevin Issacs, Daniel Todd, Phil Uy, and Jarahnee Armstrong

**WV Purchasing Contact:** Krista Ferrell

The addendum will include questions from 8/4/2006  
Deadline of technical questions is 8/8/2006

**PURCHASING PROCESS**

**Vendor Preference:** In compliance with Federal procurement (7 CFR 3016.36) the Department of Education SHALL NOT recognize West Virginia State Code (§ 5a-3037a) permitting resident vendor percentage preference during this bid period.

**PROCUREMENT SPECIFICATIONS**

**3.1 Requirements**

**3.1.B Claiming and Payment Functions**

- 3.1.B.7 - Edit Checks - "The successful vendor shall provide a detailed narrative explanation for each of its CACFP reimbursement claim edit checks to completely document the payment process."

**Question:** Do we need to prepare the edit check narrative at the time the bid is submitted or will this be performed during the actual process of putting the system in place?

**Answer:** All responsive bids will indicate that the product will meet the specifications by responding "yes" or not meet the specifications by responding "no". All mandatory specifications must be met and put with proposal at time of bid.

During the development phase, specific edit checks will be identified by the WVDE and the vendor will then prepare the specified narrative description.

**3.1.C. Report Functions**

**Question:** Are there a specific or minimum # of reports pre-developed for reporting sponsor?

**Answer:** Twenty-five reports (including the FNS-44) will be included in the base price of the software package.

3.1.E Technology

**Question:** Is there any specific database you would prefer?

**Answer:** Cold Fusion is preferred but Active Server Pages is acceptable.

3.1.H Warranty Period

**Question:** Is there a 90 day warranty for each module?

**Answer:** CACFP software is a single module.

**Question:** The product is to be installed ninety (90) days after the award, is that going to include all the changes you want done to the system? Ninety (90) days is a short time frame to get this done. Is there a specific time period to meet after the award?

**Answer:** The base software package will need to have the ability to meet all specifications at the time of the award. The base software package is to be installed by WVDE personnel with the assistance of the winning bidder within ninety (days) of award. It is anticipated that this installation will occur on or before 12/31/2006. Subsequent to the installation, there will be a development period that will take place during the piloting and training phase of the project. This phase will take place from 1/1/2007 to 6/30/2007.

**Question:** When do you anticipate using the system?

**Answer:** It is our intention to begin using the program with the 2007 reapplication period which starts 7/1/2007.

**Question:** Do we plan to have sponsors using the software during the warranty period?

**Answer:** Yes, 5-10 pilot sponsors.

Data Conversion

**Question:** Will it be necessary as part of this proposal to provide data conversion services?

**Answer:** No, each sponsor will start with a blank application file.

3.5 Demonstration

The demonstration will take place before the award and the bid. The demonstration will not be used in the evaluation of the RFQ, except to verify the vendor's ability to meet mandatory specifications listed.

3.6 Vendor Responses

Vendor shall provide written responses to each specification listed. Yes our product

does meet these specifications or No our product does not meet specifications.

**Question: Is there a specific format?**

Answer: Fill out the "Bid Response Form"

**Question: Who oversees the Food Distribution Program in your state?**

Answer: WV Dept. of Agriculture

**Question: There appears to be a discrepancy in the final date for questions. What is the final for questions?**

Answer: The final date for vendor questions listed on page 9 of the RFQ will be changed to 8/10/2006, with the Final Addendum to be issued 8/11/2006.

**Question: Does the WVDE anticipate a need for maintenance beyond the standard warranty period for the project?**

Answer: Each vendor is encouraged to clearly list, as an option, their maintenance pricing. These options will be binding upon award, but at the discretion of the WVDE to enact.

**Date:** 08/08/2006  
**From:** Dynamic Internet Solutions  
**To:** Krista Ferrell  
**Subject:** Questions for EDD256653

3.1.b.4 Is the financial payment system referenced in this requirement the same as the one referenced in 3.1.b.5? Yes.

3.1.b.5 Does the record of payments referenced in this requirement represent payments from sponsors to State for over payment of claims and/or advances? Specification 3.1.b.5 must allow for manual overrides in any situation which might give rise to differences between amount claimed and amount paid (examples may include rounding errors, assessments for recovery of funds, over/under payments and advances). Also see specification 3.1.b.14 regarding tracking and scheduling of advances and recovery of funds.

3.1.b.4 Please describe or name the State's financial payment system and the typical method external systems use to interface? The State's financial payment system is Financial Information Management System (FIMS). It is an internally-developed proprietary mainframe application (enterprise server) written in CICS against a DBII database. Currently, FIMS does not allow direct electronic interface from external systems, but that functionality may be available in the future. Therefore, this system must produce a paper claim acceptable by the WV Auditor's Office for payment. Specifications for the paper claim will be available to the winning bidder. Data exported to external systems is currently in the form of a delimited text file, extracted nightly from a copy of the FIMS data (the warehouse) through scheduled mainframe jobs.

3.1.b.9 Is the participant level in this requirement related to a center and/or provider? This was originally intended for centers. However, it could be used by small FDCH sponsors when isn't feasible for them to purchase a software management system such as minute menus.

Joe Mays  
President  
Dynamic Internet Solutions

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: ED0256653

Date: 8/4/2006

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	DYNAMIC INTERNET SOLUTIONS
Firm Address:	7030 W. MORNING DOVE DR. GLENDALE, AZ 85308
Representative Attending:	JOE MAY'S & SHARON BROOKS
Phone Number:	623-825-0795
Fax Number:	623-825-0701
Email Address:	JMAYS@DYNAMICINET.COM

Firm Name:	COLYAR CONSULTING GROUP
Firm Address:	6316 W. ABRAHAM LN GLENDALE, AZ 85306
Representative Attending:	NATE FRAMPTON
Phone Number:	623-209-1700
Fax Number:	625 580 - 8770
Email Address:	NOTE. FRAMPTON@CCGLINK.COM

Firm Name:	Dynamic Internet Solutions
Firm Address:	7030 W. MORNING DOVE DR. GLENDALE AZ 85308
Representative Attending:	SHARON BROOKS
Phone Number:	623-825-0795
Fax Number:	623-825-0901
Email Address:	sharons@dynamicinet.com

Firm Name:	GLOBAL SCIENCE & TECHNOLOGY, INC
Firm Address:	2110 Pleasant Valley Road Fairmont WV 26554
Representative Attending:	CANNON BLADSWORTH & JUSTIN STEELE
Phone Number:	304-368-1862 Ext. 15
Fax Number:	304-368-1863
Email Address:	Cannon@gst.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
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PURCHASING DIVISION  
STATE OF WV