



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
ISCG0081

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE

CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
03/28/2007				

BID OPENING DATE: 04/18/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO ANSWER THE QUESTIONS RECEIVED AT THE MANDATORY PRE-BID CONFERENCE HELD ON 03/14/2007 AND ALL QUESTIONS RECEIVED PRIOR TO THE 03/16/2007 DEADLINE FOR TECHNICAL QUESTIONS. ALSO, TO MAKE CLARIFICATIONS AND ADDITIONS TO THE SPECIFICATIONS.		
				QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A VENDOR'S PROPOSAL MAY STILL BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING TO: KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL, VIA FAX AT 304-558-4115, VIA EMAIL AT KFERRELL@WVADMIN.GOV, OR BY PHONE AT 304-558-2596.		
				THIS ADDENDUM ALSO EXTENDS THE BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 04/18/2007 BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		

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.

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

ISCG0081
ADDENDUM NO. 2

VENDOR CONFERENCE QUESTIONS/CLARIFICATIONS TO SPECIFICATIONS

Clarification to Specifications:

- 1. Please see the below revised schedule of events.

Bid Opening Date	04/18/2007 at 1:30 pm
Oral Presentations (tentative)	04/23/2007

- 2. Delete Section 1.19.14

Additions to Specifications

- 1. Add the following language:

Exhibit 4

Local Government Bodies: Unless the vendor indicates in the bid his refusal to extend the prices, terms, and conditions of the bid to county, school, municipal and other local government bodies, the bid shall extend to political subdivisions of the state of west Virginia. If the vendor does not wish to extend the prices, terms, and conditions of the bid to all political subdivisions of the state, the vendor must clearly indicate such refusal in his bid. Such refusal shall not prejudice the award of this contract in any manner.

Rev. 3/88

- 2. Add WV-96 Form and Attachment: It is preferred that vendors complete these forms and return them with their bid package. The agency reserves the right to request this information.

Answers to Questions from the Mandatory Pre-Bid Conference and Question and Answer Period

- 1. Is this a RFQ or RFP? The bid documents actually refer to both.

The procurement is a Request for Proposal.

- 2. Please confirm – is Solicitation #ISCG0081 to provide a state web portal and related E-Government Applications a Request for Proposal (RFP) or Request for Quotation (RFQ)?

The procurement is a Request for Proposal.

- 3. Section 3.1, pg 20 states some services will be paid directly to the vendor by the agency through the IP-TEMP Contract. Please provide an overview of the IP-TEMP Contract?

The contract is actually ITECH and is a contract with pre-qualified vendors that can provide supplemental staffing with specific technical expertise and project-based technology services. Actual awards for orders will be conducted through a secondary bid process conducted through the Bulletin Board at the Office of Technology. This contract allows for vendors to be added at the time of contract renewal. You can review this

contract at www.state.wv.us/admin/purchase/swc and then look for the contract name, ITECH.

4. **Section 3.2.21 asks for the Vendor to supply a Transition Plan. Is the Transition Plan to be submitted with the proposal or after award?**

No, the Transition Plan is required prior to production use of any facilities resulting from this contract or acceptance of the system.

5. **Section 2.21 discusses bonding requirements. The request states a Performance bond is due upon award. The request states a Litigation bond is required. The request also states the vendor is to submit an appropriate bond with the proposal at the time of the opening. Are all bonds actually due to the state after the award of the contract? Please provide a sample, acceptable Litigation bond form.**

Both the Performance Bond and the Litigation Bond have been deleted.

6. **Can the vendors get sample copies of the bonds required?**

This is no longer required since both bonds have been removed.

7. **Is there a means to remove the Litigation requirement?**

The Litigation Bond has been removed.

8. **How will costs for 'media buys' be accounted for in contract? Are media buys to be included in the marketing of the product?**

Costs for 'media buys' by the vendor will not be included nor accounted for in contract, nor in RFP. It is expected that the winning vendor will assist the State in major marketing activities associated with implementation, as well as with marketing their services to state agencies. Because of this expected assistance, vendors should provide a description of how they would design and implement plans to create awareness, build support, and accelerate adoption and use of the e-government applications. As the winning vendor would pay for equipment or labor to create a successful product, the vendor should also include the planning, assistance and deployment of marketing plans as a factor in the 'cost of doing business' in building and supporting these applications. "

9. **One primary responsibility for the vendor is listed as: Provide agencies that have existing revenue generating transactions a portal service connection, at no additional cost. Can you provide a list of the agencies that will need a portal service connection?**

We have several agencies that already have revenue generating transactions. Some would include Business4WV which allows new businesses to register with the Secretary of State's office, the Tax Department, WorkforceWV (includes Employment Security), and the Insurance Commission (formerly Workers Compensation); Motor Vehicles allows people to buy vanity license plates via the Internet; Natural Resources allows people to buy hunting and fishing licenses on-line. I'm sure there are many more. You may want to review the current site at www.wv.gov.

10. **Can you please provide any statistics available for the current WV Web Portal? Please provide a list of back-end systems that the Web Portal will need to integrate with.**

We do not have a list of back-end systems that the Web Portal will need to integrate with. Most of the systems resident on the mainframe are written in COBOL, DB2, VSAM, and CICS. Two agencies have applications resident on the mainframe Linux partition that are Oracle-based. Many agencies have systems written in Oracle or SQL and resident on their own equipment.

11. **Is a permanent office location in Poca, WV acceptable for this contract?**

Section 3.19.1 states, "The Vendor should establish a permanent office located in Charleston to house its staff." The intent was to insure that the staff working on the portal was accessible to the State. This is not a mandatory requirement.

12. **Currently, state contracts allow for preference for certain West Virginia companies. Stated in the bid documents is a 2.5% bid preference for resident vendors of more than 4 years and a 2.5% preference for having West Virginia employees. Since this is a 'no bid' contract, please explain how you will show bid preference to West Virginia companies?**

There will be no vendor preference used in this award since there is no money comparison.

13. **If the servers hosting the portal are outside of the State of West Virginia, are there any legal (WV Code) restrictions pertaining to the data of citizens of West Virginia residing on primary servers outside of West Virginia? If so, what are these restrictions? And would these restrictions require the servers to reside in West Virginia?**

We could find no WV Code or other legal restrictions pertaining to the data of citizens of West Virginia residing on primary servers outside of West Virginia; therefore, if the vendor chooses to host the State's portal, that portal may reside outside of West Virginia. Please understand that although the portal may reside out-of-state, the agency applications will continue to reside on the State's equipment. The vendor-hosted portal would point back to the State's applications.

14. **Will the State issue a copy of the current technical architecture (as referred to in Section 3.20.2.4 RFP) to vendors?**

The State agencies currently have applications on the IBM mainframe (370/z890), on the Office of Technology's server farm (made up of IBM Blade Servers) and on agency servers (multiple makes and models. We are currently in the process of consolidating servers but we're in the beginning stages. We have a partition on the mainframe that has Oracle installed under Linux. We have access to the Internet through West Virginia Network for Educational Telecomputing (WVNET) through the South (Charleston) and the North (Morgantown). We currently have an RFP out to replace our entire State network with an MPLS system.

15. **Per the information offered at the vendor conference, will the state confirm that statements in the RFP containing the words "shall", "must", or "will" are mandatory and non-negotiable and that statements using the words "should", or "would" are preferred, but not required?**

As noted in 1.8.1 of the RFP, the mandatory sections included in part 3 and 4 require a

response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "shall", "must, or "will" are mandatory. The Vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process terminated for that Vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

16. Will there be a post-award negotiation period to clarify terms and negotiate additional terms appropriate for the transaction-based model?

The RFP and the vendor's response make up the contractual arrangement between the Vendor and the State. Therefore, the Vendor must include any suggested additions and/or changes to the non-mandatory requirements in his response. Further, the vendor must include any terms and conditions that he wants included as part of the final contract. The vendor cannot add to his response after-the-fact. After the evaluation, an apparent successful vendor will be chosen. At that time, the Office of Technology and the Purchasing Division will contact that vendor and begin discussions on the vendor's suggestions and/or additions. The State will have the option of accepting or rejecting the Vendor's additions.

17. If the state does not intend to hold post-award negotiations with the selected vendor, where in the response should vendors include any suggested additions and/or changes to the non-mandatory requirements contained in Part 1 General Information/Terms and Conditions and Part 3 Procurement Specifications that would be appropriate for the transaction-based model?

See response to Question 16.

18. Per the discussion at the vendor conference, will the State issue any additional guidelines or instructions associated with the changes in procurement law enacted in June 2006 or provide vendors a Web site to view these additional instructions, or is all information necessary to submit a complete and compliant bid included in the RFP already.

All information necessary to submit a complete and compliant bid is included in the RFP and this addendum.

19. RFP Section 3.18.1 refers to an Attachment D that was not included with the RFP document-- will the state amend the Section to remove all reference to Attachment D or issue an addendum with clarification information?

Please remove the following sentence form 3.18.1, "Attachment D - Liquidated Damages, Service Level Agreements identify the performance standards and associated liquidated damages that will be accessed the Vendor."

Request for Quotation Number: 19CG0081

Date: 03/14/07 @ 1:30pm

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:	<u>Dunt Bradstreet</u>
Firm Address:	<u>5516 Falmouth St #201 Richmond VA 23230</u>
Representative Attending:	<u>Tim Gray</u>
Phone Number:	<u>804-285-6707</u>
Fax Number:	<u>804-282-2978</u>
Email Address:	<u>grayt@dnb.com</u>

Firm Name:	<u>NIC Inc.</u>
Firm Address:	<u>10540 S. RIDGEVIEW RD CLATKE, KS 66061</u>
Representative Attending:	<u>ROBERT CHAMBLER</u>
Phone Number:	<u>501-240-6271</u>
Fax Number:	<u>501-423-7947</u>
Email Address:	<u>ROBERT@NICUSA.COM</u>

Firm Name:	<u>NIC Inc</u>
Firm Address:	<u>10540 S Ridgeview Rd Clatke, KS 66061</u>
Representative Attending:	<u>Angela Nordstrom</u>
Phone Number:	<u>615.294.7238</u>
Fax Number:	<u>615.313.0301</u>
Email Address:	<u>angela@nicusa.com</u>

Firm Name:	<u>NIC Inc</u>
Firm Address:	<u>10540 S Ridgeview Rd Clatke, KS 66061</u>
Representative Attending:	<u>Kellie Benoit</u>
Phone Number:	<u>615-313-0301</u>
Fax Number:	<u>615-313-0301</u>
Email Address:	<u>Kellie@egvta.org</u>

Firm Name:	<u>Terradon Communications Group</u>
Firm Address:	<u>PO Box 338 Nitro, WV 25143</u>
Representative Attending:	<u>Jeffrey Samples</u>
Phone Number:	<u>304-755-1324</u>
Fax Number:	<u>304-729-9203</u>
Email Address:	<u>jeff.samples@terraddon.com</u>

Firm Name:	<u>TERRADON COMMUNICATIONS GROUP</u>
Firm Address:	<u>PO BOX 338 NITRO, WV 25143</u>
Representative Attending:	<u>RIAN WHEELER</u>
Phone Number:	<u>304-755-1324</u>
Fax Number:	<u>304-729-9203</u>
Email Address:	<u>RIAN.WHEELER@TERRADON.COM</u>

Request for Quotation Number: 18CG0081

Date: 3/14/07 1:30pm

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:	Mary Ratliff Consulting
Firm Address:	723 Kanawha Blvd. East Suite 508 Charleston WV 25301
Representative Attending:	Mary Ratliff
Phone Number:	(304) 346-9984
Fax Number:	Same
Email Address:	mratliff@maryratliff.com

Firm Name:	T Squared
Firm Address:	1509 Reedsdale St Suite 201 Pittsburgh, Pa 15233
Representative Attending:	Mecanie Baird
Phone Number:	412-321-8217
Fax Number:	412-321-8219
Email Address:	mbaird@t-squared.us

Firm Name:	IBM
Firm Address:	1500 Aristides Lexington, KY
Representative Attending:	Richard Miller
Phone Number:	412-855-7642
Fax Number:	
Email Address:	Richmil@us.ibm.com

Firm Name:	Charles D. Annett
Firm Address:	Software Information System 200 Association Drive Suite 210 Charleston WV 25311
Representative Attending:	Charles Annett
Phone Number:	304 768-1645
Fax Number:	304 768-1671
Email Address:	cannefte@thinksys.com

Firm Name:	Global Science & Technology, Inc.
Firm Address:	2110 Pleasant Valley Road Fairmont WV 26554
Representative Attending:	Carson Blackworth
Phone Number:	304.368.1862 X-15
Fax Number:	304.368.1863
Email Address:	Carson@gst.com

Firm Name:	NeoNexus Corporation
Firm Address:	3501 MacCorkle Ave SE #203 Charleston, WV 25304
Representative Attending:	Kent Mitchell
Phone Number:	(304) 444-4681
Fax Number:	800-870-1786
Email Address:	Kent@neonexuscorp.com

AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
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. **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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT

P.O.# ISCG0081

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

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division