



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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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		
<p>TIME AND LEAVE MANAGEMENT SYSTEM</p> <p>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.</p> <p>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</p> <p>EXHIBIT 3</p> <p>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.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**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."

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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 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



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<p>CONTRACT.</p> <p>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.</p> <p>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.</p> <p>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 TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>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.</p> <p>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</p>						

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>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 ADJUSTMENTS BE 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</p>						

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<p>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 ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>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.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:            SEALED BID</p> <p>BUYER: 44</p>						

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				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: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----						
***** THIS IS THE END OF RFQ FOR09009 ***** TOTAL:						_____

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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 WVDOP 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 WVDOP 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 WVDOP 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.

**6. Program-General Specifications**

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

YES \_\_\_\_\_ 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 \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ 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 \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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 \_\_\_\_\_ NO \_\_\_\_\_

8.4.2) Visual indications of mandatory fields still requiring attention.

YES \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_

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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_

## 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 \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ 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 WVDOP.

YES \_\_\_\_\_ 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 WVDOP.

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

\_\_\_\_\_  
VENDOR POINT OF CONTACT NAME

\_\_\_\_\_  
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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ NO \_\_\_\_\_



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:

$$\begin{array}{r} \$ \\ \hline \text{FEE PER USER} \\ \text{PER MONTH} \end{array} \times \begin{array}{r} 100 \\ \hline \text{USERS} \end{array} \times \begin{array}{r} 12 \\ \hline \text{MONTHS} \end{array} = \begin{array}{r} \$ \\ \hline \text{YEARLY TOTAL} \end{array}$$

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

$$\begin{array}{r} \$ \\ \hline \text{HOSTING FEE} \\ \text{PER MONTH} \end{array} \times \begin{array}{r} 12 \\ \hline \text{MONTHS} \end{array} = \begin{array}{r} \$ \\ \hline \text{YEARLY TOTAL} \end{array}$$

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

$$\begin{array}{r} \$ \\ \hline \text{LUMP SUM} \end{array}$$

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

$$\begin{array}{r} \$ \\ \hline \text{MAINTENANCE/} \\ \text{SUPPORT FEE} \\ \text{PER MONTH} \end{array} \times \begin{array}{r} 12 \\ \hline \text{MONTHS} \end{array} = \begin{array}{r} \$ \\ \hline \text{YEARLY TOTAL} \end{array}$$

\$ \_\_\_\_\_  
**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:**

\$ \_\_\_\_\_  
**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: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

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