



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
CSE10015

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	HEALTH AND HUMAN RESOURCES CHILD SUPPORT ENFORCEMENT ROOM 147 350 CAPITOL STREET CHARLESTON, WV 25301-3703 304-558-1649
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/30/2009				

BID OPENING DATE: 09/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		915-68		
<p>*****            MANDATORY PRE-BID MEETING AUGUST 18, 2009 AT 1:30 PM            BUREAU OFFICES OF CHILD SUPPORT ENFORCEMENT,            350 CAPITOL STREET, CHARLESTON, WEST VIRGINIA 25301            *****</p> <p>OPEN END CONTRACT TO PROVIDE DOCUMENT IMAGING/CLIENT            REQUEST FOR QUOTATION</p> <p>TO PROVIDE ALL EQUIPMENT, SOFTWARE, INSTALLATION, AND            SUPPORT SERVICES TO CREATE AND INSTALL A DOCUMENT            IMAGING SYSTEM FOR THE BUREAU FOR CHILD SUPPORT            ENFORCEMENT STATEWIDE OFFICE AND TO CREATE AND INSTALL            A CLIENT MANAGEMENT SYSTEM TO ALLOW CUSTOMERS TO            ELECTRONICALLY ALERT STAFF TO THEIR ARRIVAL IN THE            WAITING AREA OF SPECIFIED DHHR/BCSE OFFICES PER THE            ATTACHED SPECIFICATIONS.</p> <p>TERM OF THE AGREEMENT WILL BEGIN UPON AWARD AND            CONTINUE FOR A PERIOD OF ONE YEAR, WITH THE OPTION OF            TWO (2), ONE (1) YEAR RENEWALS. NOTE: THIS WILL BE AN            OPEN END CONTRACT TO ALLOW OTHER DHHR AND/OR STATE            ENTITIES THE ABILITY TO UTILIZE THE CONTRACT. HOWEVER,            THE IMMEDIATE NEED FOR THE BCSE, AS DESCRIBED IN THE            SPECIFICATIONS, MUST BE COMPLETE BY SEPTEMBER 30, 2010</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, the State may deem this contract null and void, and terminate such contract 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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VENDOR

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SHIP TO

HEALTH AND HUMAN RESOURCES  
 CHILD SUPPORT ENFORCEMENT  
 ROOM 147  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3703 304-558-1649

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>THEY ARE UTILIZING STIMULUS DOLLARS FROM THE FEDERAL GOVERNMENT FOR THIS ACQUISITION AND THE USE OF THOSE DOLLARS ARE ONLY AVAILABLE UNTIL SEPTEMBER 30, 2010.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD OF CONTRACT 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 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</p>						

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<p>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 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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>						

REV 05/26/2009

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 8/19/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</p> <p>FAX: 304-558-4115            E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>EXHIBIT 4</p> <p>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</p>						

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<p>MANNER.</p> <p>REV. 3/88</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 8/18/2009 AT 1:30 PM IN BUREAU OFFICES OF CHILD SUPPORT. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE.</p>						

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<p>THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUD THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: 2 CONVENIENCE COPIES WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----CSE10015-----						
BID OPENING DATE:-----9/3/2009-----						
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 CSE10015 ***** TOTAL: _____						

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**GENERAL INFORMATION:**

**Purpose:** In order to improve automation and efficiency, the West Virginia Department of Health & Human Resources (DHHR), Bureau for Child Support Enforcement (BCSE), hereinafter referred to as "Agency", is requesting bids for a document imaging system and a client management system.

**Project:** To purchase equipment, software, installation, and support services to create and install a document imaging system for Department of Health and Human Resources offices statewide in West Virginia, and to create and install a client management system to allow customers to electronically alert staff to their arrival in the waiting area of specified DHHR offices. This particular project will involve creating and building the system to be used statewide to capture and store the records of the West Virginia Bureau for Child Support Enforcement and for the piloting of a kiosk-based client management system in three selected offices in the state. All equipment, licenses and data acquired under this RFQ will become the sole and exclusive property of the Department of Health and Human Resources

**General Project Plan:**

It is anticipated that this project will occur in three phases.

**Phase 1:** Vendor will design and installation of the document imaging system in the offices located in Marion County (Fairmont), Monongalia County (Morgantown), Braxton County (Flatwoods), and Logan County (Logan) in that specific order of installation. It is expected that personnel in each office would be trained and the system would be enabled by county. In other words, we would expect each county office to begin using the system at the conclusion of their installation and training, and we are not looking for a state-wide "rollout".

**Phase 2:** The client management system would be installed in the offices in Marion County (Fairmont), Berkeley County (Martinsburg), and Jefferson County (Charles Town), in that specific order of installation

**Phase 3:** The document imaging system would be installed in the other forty-nine counties in West Virginia, including installation at the Bureau's State Office, with no expressed order of preference for installation. Enablement would occur with the completion of installation and training in each individual county office

This project does not include scanning of existing case files, except as mentioned in Item # 28. It is anticipated that current employees will complete the scanning of case files

At the discretion of the vendor, Phases 1 and 2 may occur at the same time, but it is not a requirement that they occur simultaneously. At the discretion of the vendor, Phases 2 and 3 may occur at the same time, but it is not a requirement that they occur simultaneously. However, all work required by this document shall be completed no later than July 31, 2010. All invoices for work required by this document shall be submitted to the Bureau's State Office no later than August 15, 2010 to allow sufficient time for the Bureau to process and pay them by September 30, 2010

Attachment A to this document lists the location of DHHR offices in the state, the number of Child Support employees at each location, the caseload for each county and the number of scanning stations to be deployed in each location. It is expected that all BCSE employees will have access to the system, but not all BCSE employees will have access to all files.

Attachment B to this document describes the technology infrastructure in place in the agency network and gives more detailed information about the mainframe computer system used by BCSE

employees.

**Work Location:** Work is to be performed onsite at DHHR offices in the following counties in West Virginia: all counties in West Virginia except for Brooke County and Clay County Please see the attachment to determine the exact office locations.

**Vendor Requirements:**

<b>Mandatory Requirements – Vendor Experience/Capabilities:</b>	
<b>Vendor must provide documentation of experience/capabilities.</b>	
<b>1</b>	<b>Vendor must have been in business at least five (5) years and have at least five (5) years of successful experience installing and supporting scanning equipment with 2 years experience in the Human Services and/or Child Support field.</b>
<b>2</b>	<b>Vendor must provide three references from current business clients who scan a minimum of 15,000 documents per year and provide a description of the services furnished to the client.</b>
<b>3</b>	<b>Vendor must have installed a client management system similar to the specifications contained herein for at least three clients within the last five (5) years.</b>

**Requirements for the Document Imaging System:**

Item	Description	Vendor will provide.
		Yes/No
1	The system shall allow for the capture and scanning of documents at their point of entry into each individual DHHR office. The distributed scanning process must allow for scanning, indexing and quality control of images in a single step. The vendor shall be responsible for designing the system, purchasing the appropriate equipment to operate the system, and customizing the software as needed to meet the other requirements of this project as listed below	
2	The system shall be capable of easily scanning and storing images whose original documents vary greatly in size – from the size of a driver's license to at least 8 5 X 14 documents In a single pass, the scanner shall be capable of capturing color images, two-sided images, and both handwritten and typed/printed images	
3	Scanners shall be duplex-capable with auto-detect or blank page omission feature	
4	Lossless compression is required.	
5	The system shall have the ability to perform image enhancements, such as de-skewing or justification, filtering brightness and contrast, de-speckling, black border removal, and cropping. The system shall allow the employee to vary the size of the image on the screen, rotate the image, and highlight selected portions of the document.	
6	Images shall have at least 300 DPI (dots per inch)	

Item	Description	Vendor will provide.
		Yes/No
7	The system shall have the ability to index or file the documents into an electronic case file by logical groups for easy retrieval by the end user. Index values shall include at least client names, case numbers, social security numbers. Individual users shall be able to access the documents associated with an individual case by use of one of the following values: the name of any party associated with the case, the unique case number (assigned by the agency's mainframe computer system), or the social security number of any party to the case.	
8	The system shall allow a wildcard search to locate individual case files	
9	The system shall support the concept that a single document will need to be routed to multiple employees or to multiple case files in multiple locations or on multiple servers	
10	The system shall also support the ability of multiple users accessing a document simultaneously.	
11	The system shall support hierarchical structures for users, which include various levels of permissions and access controls for specific documents. At a minimum, the system shall require use of a personal identification number (pin) to allow access to the system. The system shall track the pins of persons who scan or delete documents from the system and track the pin of any person who accesses a specific file. The system shall also allow for the exclusion of specific persons or classifications from specific files. It shall also allow for the exclusion of specific persons or classifications from specific documents or document types.	
12	The system shall contain security measures to prevent accidental/incorrect document indexing and deletion of documents, including an electronic record that shows all activities taken in relation to a specific document.	
13	The system shall allow for the electronic transfer of documents to entities outside the system via encrypted electronic media or encrypted e-mail.	
14	The system shall allow for the capture of print streams from the State's mainframe computer system to eliminate the need to print and scan certain forms.	
15	The system shall allow for importing, storage and retrieval of read-only electronic documents from other formats including but not limited to, Word, Excel, and PowerPoint as well as multimedia formats, email and faxes	
16	The system shall have the ability to annotate or attach notes to every document or file.	
17	The system shall have the ability to transfer any or all documents for a specific case from one county or server to another.	

Item	Description	Vendor will provide. Yes/No
18	The system shall be capable of reading barcodes on forms which have been generated by the agency's mainframe computer system and/or its web-based form generation system (FormQuest) so that these barcodes can be scanned to automatically index the documents to the appropriate case.	
19	The system shall be compatible with the use of Microsoft Office programs.	
20	The system shall notify the appropriate worker(s) when a document has been received and added to their electronic case record	
21	The system shall provide the necessary security to meet IRS Safeguarding requirements for documents that contain federal tax information. (IRS Publication 1075)	
22	The system shall allow each individual user to access the electronic case file from their desktop personal computer	
23	The capacity of the system shall be large enough to meet the current volume of the BCSE caseload but shall have the potential through the purchase of additional equipment and/or software licenses to expand to other Bureaus or Offices of the Department of Health and Human Resources in the future.	
24	Upon accessing a specific case or file the individual worker shall be able to view a menu which will list the documents associated with that case, grouped by type of document (orders, correspondence, etc ) The menu shall also be capable of sorting documents by date.	
25	The majority of the documents to be scanned will be associated with a specific child support case However, the system shall also be capable of scanning and organizing non-case-related documents, such as management reports, employee time sheets, leave slips, and contracts	
26	The scanned images shall automatically be stored, at a minimum of once a day, on redundant servers in a central location within the state network	
27	The vendor shall be responsible for coordinating this work with the state staff responsible for maintenance of the statewide computer system (DHHR MIS) and with staff from the state Office of Technology.	
28	The vendor shall be responsible for providing appropriate training to the state staff responsible for maintenance and use of the statewide computer system including staff from the state Office of Technology, DHHR MIS and end users Training for end users shall occur in each office, and shall include the imaging of at least fifty actual case files per office, and two non-case-specific files per office, with the files to be imaged to be selected by the supervisor of that office.	

Item	Description	Vendor will provide. Yes/No
29	The system shall provide for local storage of documents at each county office to enable quick retrieval, but it shall also allow users across the state to see all documents assigned to that case. For example, if a paper document is delivered to Office A and it is scanned and indexed appropriately, it shall be capable of being viewed by users in any office in the system.	
30	The vendor shall provide the cost of a maintenance contract for the period of one year following the warranty period with the option for a least one renewal period of one year.	
31	The vendor shall perform warranty and trouble-shooting activities for the system for six months after the installation of equipment, software, and training in the last office is completed. Warranty work will include, at a minimum, any software updates or patches. Said troubleshooting shall include access to telephone support and in-person support on an as-needed basis.	
32	The system must be accessible by users located in the privatized Kanawha and Clay county offices, operated by Policy Studies, Inc (PSI), who are not included on the DHHR network. PSI does, however, have a connection to the DHHR network via a T1 line.	
33	The system must run within the current DHHR Network infrastructure.	
34	The system must allow for the ability to run reports. At a minimum, this will include all aspects of user and document access	
35	The system must be able to archive and purge documents or files based on user-defined requirements Archived documents or files must be able to be retrieved.	
36	The system must allow for searching of all parts of scanned documents.	
37	The system shall have Optical Character Recognition (OCR) capability to convert documents and image files into editable and searchable text. (See attached SAMPLE )	
38	The system may be required to interface with the BCSE mainframe system (OSCAR) to exchange information	
39	All access to the BCSE mainframe computer system (OSCAR) shall be done via DB2 stored procedures or file extracts	
40	The vendor will provide technical documentation for the system to DHHR MIS and to the Office of Technology.	
41	The vendor will provide an end-user guide in an electronic format accessible to all users.	

Item	Description	Vendor will provide. Yes/No
<b>Requirements for the Client Management System:</b>		
42	The system shall support the creation of multiple appointment types to reflect the agency's business model, such as customer appointments, customer walk-ins, staff meetings, trainings, etc. It shall allow persons of an appropriate role to perform a "busy search" in order to facilitate the scheduling of meetings and appointments.	
43	The system shall support unlimited numbers of configurable "waiting queues" for clients who walk into the office without a scheduled appointment.	
44	The system shall provide for a kiosk in the lobby area of the offices selected to participate in this project (Fairmont, Martinsburg, and Charles Town) which would allow for self-service check-in by clients that have a scheduled appointment or that do not have an appointment but wish to see a child support worker. The system would notify the appropriate worker automatically when the customer checks in.	
45	The system shall notify the supervisor or on-call worker at an interval selected by the agency if the customer's wait exceeds the agency's set time interval.	
46	The system shall allow the supervisor to easily re-assign appointments and on-call assignments.	
47	The system shall support a hierarchical structure for users, groups and agency that would include various permissions/authorizations by roles.	
48	The system shall interface with Outlook to determine worker available hours. The system shall also allow a user to input or modify their work hours for the purpose of scheduling appointments or on-call assignments.	
49	The system must have the ability to generate ad-hoc reports.	
50	The system must produce reports to include, at a minimum, customer wait time grouped by type of appointment and/or time of day.	
51	The system shall be required to interface with the BCSE mainframe system (OSCAR) to exchange appointment and worker information.	
52	All access to the BCSE mainframe computer system (OSCAR) shall be done via DB2 stored procedures or file extracts.	
53	The vendor shall be responsible for providing appropriate training to the state staff responsible for maintenance and use of the statewide computer system including staff from the state Office of Technology, DHHR MIS and end users.	
54	The vendor will provide technical documentation for the system to DHHR MIS and to the Office of Technology.	

Item	Description	Vendor will provide. Yes/No
55	The vendor will provide an end-user guide in an electronic format accessible to all users	
<p><b>Security:</b> The system shall provide the following security features: The system must utilize security measures to protect the data and the system as set forth below:</p>		
56	System must retain an access log of when a user logs on, logs out, or his/her session times out. This text log will contain the user's account identifier (ID), date, time of logon/logout/timeout, and activity type (log in, log out, time out).	
57	System must support strong password functionality that can be configured by the system administrator. These capabilities include the length of passwords, types of characters required (numbers, symbols, uppercase letters, lowercase letters), the password change interval in days, and the user password expiration notification in days.	
58	Must use Advanced Encryption Standard (AES) or equal information technology industry standard of data security through strong encryption, minimum of 128-bit, in all external communication.	
59	System must monitor and report any unauthorized access attempts to the system administrator	
60	System must support multiple user account status options to minimally include: 'Inactive or locked', 'Active', and 'Must change password upon next login'. System should provide an audit log of access changes	
61	System must alert users to an expiring password based on the user password expiration notification set by the administrator and prompt the user to change their password in advance of expiration.	
62	System must allow users to change their own password after successfully logging into the application and enforce strong password functionality as discussed in # 2.	
63	System should provide an audit log of access changes, e.g.: who granted user access, what type of access, user name, date of creation and modification.	
64	The vendor will provide system upgrades, patches and other changes to the application via a secure file transfer protocol SFTP site that can be accessed only by West Virginia technical staff to obtain appropriate files and documentation.	
65	Any configurations required for the system to be installed and to run on the West Virginia test/training and production databases will be built into the source code provided by the vendor. West Virginia staff will not modify installation and/or configuration files provided by the vendor for either environment.	
66	The vendor will provide "back out" procedures in the event a version of the application needs to be uninstalled by West Virginia staff	

Item	Description	Vendor will provide.
		Yes/No
67	System must store all passwords in Advanced Encryption Standard (AES) or equal information technology industry standard encrypted format.	
68	System must not use schema owner or privileged user (SYS, SYSTEM, etc) to connect to the database	
69	System must use least privileged user to connect to database. The user utilized to connect to the database for configuring strong password parameters should not be the same user connecting to the database for other administrative processes and that should not be the same user connecting to the database for update, or the user connecting to the database for query, etc.	
70	System should be tested to mitigate the Top 25 Most Dangerous Programming Errors as developed by the SANS (SysAdmin, Audit, Network, Security) Institute/Mitre Corporation found at the following link to the 2009 CWE/SANS (Common Weakness Enumeration) Top 25 Most Dangerous Programming Errors: <a href="http://cwe.mitre.org/top25">http://cwe.mitre.org/top25</a> .	
71	There should not be any structured query language (SQL), either static or dynamic, executed on any web page. All queries, inserts and updates should be handled by passing parameters to stored procedures. If not, vendor must explain how it will safeguard against SQL injection attacks.	

**Special Terms and Conditions:**

**General Terms and Conditions:**

By signing and submitting this Request for Quotation, the successful Vendor agrees to be bound by all the terms contained herein.

**Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency

**Prohibition against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract

For breach or violation of this warranty, the Agency shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

**Certifications Related to Lobbying:**

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to



influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into

***Vendor Relationship:***

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFQ. Neither, the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State or Agency for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

***Indemnification:***

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws

**Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

**Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body

Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract

**Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The Agency will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the Agency, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors

**Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**Term of Contract & Renewals:**

This contract will be effective (date set upon award) and shall extend no later than September 30, 2010. The Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**Contract Termination:**

The Agency may terminate any contract resulting from this RFQ with 30 days prior notice or immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ and resulting contract. The Agency shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the Agency shall issue the Vendor an order to cease and desist any and all work immediately. The Agency shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

**Changes:**

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**Price Quotations:**

The bid pricing shall include all costs to include all travel, administrative or other costs as well as any work deemed necessary to furnish and install the document imaging system and client management system.

**Invoices, Progress Payments:**

Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

**Liquidated Damages:**

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of **\$1,000 per week** for failure to meet installation and operational deadlines. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

**Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

**Insurance Requirements:**

The Vendor, as an independent Vendor, is solely liable for the acts and omissions of its employees and agents. Proof of insurance shall be provided by the successful Vendor at the time the contract is awarded. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts *at a minimum*:

1. For bodily injury (including death): Minimum of \$500,000.00 per person, \$1,000,000.00 per occurrence.
2. For property damage and professional liability: Minimum of \$1,000,000.00 per occurrence.

***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 website (<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.

***Project Management***

With the bid, the vendor must provide a proposed work plan, discussing its approach to providing the products and services required to fulfill the terms of this RFQ. The work plan must demonstrate a clear grasp of the overall project and services to be provided with specific action steps that will guarantee the successful provision/completion of the project.

The vendor must use a formal and documented project management approach based on Project Management Institute (PMI) industry standards and guidelines (<http://www.pmi.org>). Microsoft Project or comparable software tools must be used to develop the work plan that includes tasks, milestones and deliverables. The project management approach and work plan must provide the State with a means of determining if the statement of work is being accomplished as scheduled with acceptable deliverables. The vendor shall designate a full-time project manager, who shall be on-site at least 100% of the time after the project begins implementation to individual offices.

The vendor must provide a list of all deliverables and the due date of those deliverables by task. The vendor shall estimate a ten (10) workday review period by the State, revision time by the vendor and an additional five (5) day re-review period by the State.

The deadline for written inquiries is identified in the Schedule of Events All inquiries of specification clarification must be addressed to:

Roberta Wagner  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
Email: [Roberta.A.Wagner@wv.gov](mailto:Roberta.A.Wagner@wv.gov)

**Schedule of Events**

Release of the Request for Quotation.....	<u>7/31/2009</u>
Vendor's Written Questions Submission Deadline.....	<u>8/19/2009</u>
(Mandatory) Prebid Conference .....	<u>8/18/2009</u>
Addendum Issued.....	<u>8/20/2009</u>
Bid Opening Date.....	<u>9/3/2009</u>

**Mandatory Prebid Conference:**

A mandatory prebid conference shall be conducted on the date specified above at 1:30 PM Said conference will be held at WV DHHR Office Building, 350 Capitol Street, Charleston, WV, Room 317 at 1:30 PM. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor**

**Vendors responding to this RFQ shall submit:**

One original and plus (2) convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) shall be clearly marked:

Buyer: Roberta Wagner  
Req#: CSE10015  
Opening Date: 9/3/2009  
Opening Time: 1:30 pm

CSE10015 Document Imaging and Client Management Systems ..... ATTACHMENT "A"

County	BCSE Office Address	# of BCSE Employees	# of Scanners	Systems to be Installed	Office Caseload
Kanawha	350 Capitol St., Room 147, Charleston, WV 25301 SDU Vendor (need 1 scanner at Vendor's Location)	107 1	18 1	Document Imaging	21,234
Ohio	407 Main St., Wheeling, WV 26003	10	2	Document Imaging	3,184
Hancock	100 Municipal Plaza, Suite 600, Weirton, WV 26062	10	2	Document Imaging	3,593
Marshall	400 Teletech Dr., Suite 2, Moundsville, WV 26041	10	2	Document Imaging	2,911
Wetzel	1236 North State Route 2, New Martinsville, WV 26155	5	2	Document Imaging	1,652
Tyler	General Delivery, Middlebourne, WV 26149	0	1	Document Imaging	1,020
Wood	400 5 <sup>th</sup> St., Parkersburg, WV 26102	25	5	Document Imaging	6,961
Ritchie	220 West Main St., Harrisville, WV 26362	0	1	Document Imaging	1,132
Pleasants	201 Second St., St. Marys, WV 26170	0	1	Document Imaging	886
Wirt	Court St., Elizabeth, WV 26143	0	1	Document Imaging	888
Braxton	1936 Sutton Lane, Sutton, WV 26601	13	2	Document Imaging Client Management	1,381
Nicholas	1073 Arbuckle Rd, Summersville, WV 26651	0	1	Document Imaging	2,142
Webster	110 N. Main St., Suite 201, Webster Springs, WV 26288	0	1	Document Imaging	1,143
Lewis	Rt. 33 & Smith Run Rd., Weston, WV 26452	14	3	Document Imaging	1,703
Gilmer	1493 WV Hwy 5E, Glenville, WV 26351	0	1	Document Imaging	803
Upshur	Brushy Fork Rd. & Rt. 33, Buckhannon, WV 26201	0	1	Document Imaging	2,025
Jackson	2139 Cedar Lakes Rd., Ripley, WV 25271	11	2	Document Imaging	2,235
Mason	710 Viand St., Pt. Pleasant, WV 25550	0	1	Document Imaging	2,447
Roane	677 Ripley, Suite 3, Spencer, WV 25276	4	1	Document Imaging	1,455
Calhoun	404 Main St., Grantsville, WV 26147	0	1	Document Imaging	996
Cabell	2699 Park Ave., Suite 100, Huntington, WV 25704	25	4	Document Imaging	7,217
Putnam	3979 Teays Valley Rd., Hurricane, WV 25569	8	2	Document Imaging	2,917
Wayne	Rt. 2, Box 2532, Wayne, WV 25570	7	2	Document Imaging	3,660
Boone	Route 3, East Rock Creek Rd., Foster, WV 25081	10	2	Document Imaging	2,780
Lincoln	8209 Court Ave., Hamlin, WV 25523	7	2	Document Imaging	2,233
Wyoming	HC 72, Box 300, Pineville, WV 24874	8	2	Document Imaging	2,362
McDowell	840 Virginia St., Welch, WV 24801	9	2	Document Imaging	3,149
Logan	195 Dingess St., Logan, WV 25601	10	2	Document Imaging	3,566
Mingo	203 East 3 <sup>rd</sup> Ave., Williamson, WV 25661	11	2	Document Imaging	3,663
Greenbrier	150 Maplewood Ave., Lewisburg, WV 24901	10	2	Document Imaging	2,429
Mineral	18 N. Tornado Way, Keyser, WV 26726	6	2	Document Imaging	2,329

CSE10015 Document Imaging and Client Management Systems ..... ATTACHMENT "A"

County	BCSE Office Address	# of BCSE Employees	# of Scanners	Systems to be Installed	Office Caseload
Pendleton	HC 61, Box 18-B, Suite 200, Franklin, WV 26807	3	1	Document Imaging	827
Grant	15 Grant St., Suite 1, Petersburg, WV 26847	0	1	Document Imaging	1,155
Hampshire	HC 64, Box 3622, Romney, WV 26757	7	2	Document Imaging	1,922
Hardy	112 Beans Lane, Moorefield, WV 26836	3	1	Document Imaging	1,418
Randolph	1027 N. Randolph Ave., Elkins, WV 26241	8	2	Document Imaging	2,323
Tucker	RR3, Box 45, Parsons, WV 26287	0	1	Document Imaging	827
Monroe	P.O. Box 678, Union, WV 24983	0	1	Document Imaging	1,161
Pocahontas	704 Thurd Ave., Marlinton, WV 24954	0	1	Document Imaging	935
Fayette	1400 Virginia St., Oak Hill, WV 25901	12	2	Document Imaging	3,654
Mercer	200 Davis St., Princeton, WV 24740	19	3	Document Imaging	6,332
Summers	320 Summers St., Suite A, Hinton, WV 25951	1	1	Document Imaging	1,363
Raleigh	407 Neville St., Beckley, WV 25801	19	3	Document Imaging	6,423
Berkeley	433 Mid-Atlantic Center, Martinsburg, WV 25401	23	2	Document Imaging	6,509
Jefferson	239 Willow Spring Dr., Charles Town, WV 25414	4	1	Document Imaging Client Management	2,575
Morgan	64 Regal Court, Berkeley Springs, WV 25411	0	1	Document Imaging	1,314
Harrison	633 West Pike St., Clarksburg, WV 26301	18	3	Document Imaging	4,806
Doddridge	115 West Main St., West Union, WV 26456	0	1	Document Imaging	972
Marion	9395 Middletown Mall, Suite 528, White Hall, WV 26554	20	3	Document Imaging Client Management	4,063
Taylor	P.O. Box 29, Grafton, WV 26354	0	1	Document Imaging	1,539
Barbour	209 South Main St., Philippi, WV 26416	0	1	Document Imaging	1,538
Monongalia	118 South High St., Morgantown, WV 26501	14	3	Document Imaging	3,551
Preston	P.O. Box 100, Kingwood, WV 26537	0	1	Document Imaging	2,226
<b>53 Counties*</b>	<b>TOTALS</b>	<b>472</b>	<b>110</b>		<b>153,529</b>

\* West Virginia does have 55 counties, however, there is no DHHR office in Brooke County, and the Clay County office is operated by a private vendor.

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IS&C DATA CENTER HARDWARE  
Effective 03/18/09

**CPUs**

1 IBM z/890 (Model 2086-A04) Enterprise Server

**DASD**

1 IBM 2105-800 TotalStorage Enterprise Storage Server with 5 2 TB with 6 FICON Ports, FlashCopy, PAV, and:

2 2124 72.8GB Disk, 8-pack, 10K RPM  
4 2125 145.6GB Disk, 8-pack  
1 2717 ESS Master Console  
1 2924 Operator Panel Lang, US English  
7 3013 Dual Port 64 Bit ESCON Adapters  
1 4014 16 GB Cache  
1 8005 PAV - Up to 6TB  
1 8305 FlashCopy - Up to 6TB  
7 9770 STD ESCON Cable (MT/RJ-DUP QTY 14)  
1 9854 Three-Phase 50/60 Hz, 60 Amp  
1 9870 Nominal AC Voltage: 200V/240V  
  
1 2240-FLC ESS Function Authorization  
1 8305 FlashCopy - Up to 6TB  
1 9934 IBM E-server z Series Designator  
  
1 2240-PAV ESS Function Authorization  
1 8005 PAV - Up to 6TB  
1 9934 IBM E-Server z Series Designator

**Tape Units**

2 STK 9310 Library Storage Module  
1 STK 9311 Library Control Unit  
1 STK 4410 Library Storage Module  
1 STK 4411 Library Control Unit  
1 STK 4430 Library Management Unit  
4 STK 9490 M34 Cartridge Drive (16 Transports)  
1 IBM 3590-B1A Cartridge Drive (12 Transports)  
3 IBM 3590-A50 Tape Control Unit

**Printers**

2 IBM InfoPrint 4000 Printer (Models ID1/ID2)  
1 STK 5000 Impact Printer

**Supplementary Printing Equipment**

1 Roll Systems 800152 Unwinder  
2 Roll Systems 800162 Folder/Job Separator  
1 Roll Systems 501254 Output Unloader  
1 Roll Systems 503176 Cutter



**CSE10015 - Document Imaging and Client Management Systems**  
**Attachment "B"**

- 1 Roll Systems 503410 Trimmer
- 1 Roll Systems 500777 Stacker
- 1 Roll Systems 50386601 Web Handler

**Communications Equipment**

- 1 Cisco Systems 7513 Router
- 1 Cisco Systems AS5200 (used for remote ISDN applications)
- 1 Cisco Systems Pix Firewall
- 2 IBM 31741L Cluster Controller

Spectrol 601C Data Analyzer

**IS&C DATA CENTER ENTERPRISE SERVER SOFTWARE**  
**Effective 03/18/09**

<u>VENDOR/SOFTWARE</u>	<u>FUNCTION</u>
<b>IBM</b>	
z/OS Version 1, Release 7 (5751-CS9)	Operating System <b>NOTE: Version 1, Release 9 is pending. It will supersede all V1R7 products.</b>
RMF V1, R7 (5694-A01)	Provides basis for tuning the system to user requirements and tracks resource utilization
DFSMS/DFP/DSS/HSM V1, R7 (5694-A01)	Provides data management, device support, program library management, utility functions, user and system catalog support, hierarchical storage manager, and dataset services for ESA operating system
SMP/E V3, R4 (5694-A01)	Supports software changes and new functions, corrective and preventative service, and user modifications in ESA
z/OS Security Server (RACF) V1, R7 (5694-A01)	Security server
EREP V1, R7 (5654-260)	Reports on hardware/software exceptions and conditions
SecureWay Communications Server V1, R7	Telecommunications access method.

# CSE10015 - Document Imaging and Client Management Systems

## Attachment "B"

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(5694-A01)

TSO/E  
V1, R7

(5694-A01)

Allows users to interactively share computer time and resources

z/VM

V5, R3 0

(5741-A05)

Operating system (z/VM)

DB2

V8, R1 0

(5675-DB2)

Relational database management system that allows definition, access, and recovery of data.

CICS Transaction Server for  
z/OS

R3 2

(5655-M15)

TP monitor (installation in progress)

Current installed release is R2 2 (5697-E93)

DB2 Connect Unlimited Edition  
for Linux & z Series

V8.2

Part No. D50MQLL

Allows remote access to DB2 mainframe databases

AFP Collection Fonts

V1, R1 0

(5648-113)

Advanced function printing

Page Printer Formatting

Aids/370

V1, R1 0

(5688-190)

Advanced function printing

Overlay Generation Language

(OGL/370)

V1, R1.0

(5688-191)

Advanced function printing

Print Services Facility

V4, R1

(5655-M32)

Advanced function printing

DFSORT

V1, R7

(5694-A01)

Sort and merge

DITTO/ESA

V1, R7

(5655-103)

Multipurpose disk and tape utility

# CSE10015 - Document Imaging and Client Management Systems

## Attachment "B"

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Enterprise COBOL for z/OS V3.4.1 (5655-G53)	Programming language
High Level Assembler V1, R7 (5694-A01)	Language base required in operating system
SDSF V1,R7 (5694-A01)	Productivity aid used in conjunction with ISPF/PDF (TSO)
SDFII/CICS V1, R7 (5665-366)	CICS screen definition facility
ISPF V1, R7 (5694-A01)	TSO programmer productivity aid
OS/PL/1 Optimizer, Compiler V2, R3.0 (5668-910)	PL/1 compiler with optimizer and Library
GDDM/MVS V1, R7 (5694-A01)	Graphical data display manager
HTTP Server V5.3 (5694-A01)	Web Server
BookManager READ/MVS R3.0 (5695-046)	Online reading of books and manuals
Tivoli Storage Manager V5.5.0 (5698-A11)	Data Backup
z/OS V1.7 C/C++ Compiler (5694-A01)	Compiler

### ASG

The Monitor for CICS V3.1	CICS performance monitor
The Monitor for DB2	DB2 performance monitor

V4 0

**BMC Software**

Control-M  
V6 2 20 Batch job scheduler

Control-M/Restart  
V6 2 20 Batch job restart facility

**Candle**

AF/OPERATOR  
V340 Data Center automation

AF/REMOTE for Windows/NT  
V100 Enterprise server beeper/pager support (installation in progress)

SA IOM NOTE: SA IOM V2R1 is in-house and will eventually supersede AF/REMOTE

**Chicago-Soft**

MVS/QuickRef  
R6 9 Online Message and Code Reference

**Computer Associates**

CA-UNICENTER TNG  
R11 5 SP08 Common services and enabling technology for CA systems management solutions

CA-PMA/LOOK  
R7.1 Real-time system performance measurement

CA-1  
R11.5 SP03 Tape management system

CA-InterTest  
R8 0 CICS source code tool

CA-N-VISION/TPX  
R5 2 VTAM session manager

CA-LIBRARIAN/VS  
R4 3 User source code library

Plan Analyzer DB2 development aids

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Unicenter PPA 11 0 1	<b>NOTE: 11.5.1 is installed. It will supersede all 11.0.1 releases of DB2 development products</b>
Batch Processor Unicenter RBP 11 0 1	DB2 development aids
RC/Migrator Unicenter RCM 11 0 1	DB2 development aids
RC/QUERY Unicenter RCQ 11 0 1	DB2 development aids
RC/Secure Unicenter RCS 11 0 1	DB2 development aids
RC/Update Unicenter RCU 11 0 1	DB2 development aids
Info-Refiner Advantage INFOREF 11 0 1	DB2 development aids
PRF Adv Rept. Facility 11 0 1	DB2 development aids
VISION:RESULTS R12 0	4GL information management and report generator
VISION:Sixty R12 0	Fixed-form report generator and extended utility
<b>The following CA products are for Tax &amp; Revenue use only</b>	
CA-Datacom/DB Product Pak R11 0 SP04	Database
CA-Datacom Server R3 0	Communications component. Provides SQL access to CA-Datacom/DB mainframe data.
CA-Datacom/CICS Services R11.0 SPO1	Provides communications to programs operating with CA-Datacom/DB
CA-Datacom Datadictionary R9.0	Datadictionary for CA-Datacom/DB

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CA-Datcom/DL1 Transparency R2 3 (9912)	Allows programs that were written for IMS/DB or DL/1 to execute unchanged under CA-Datcom/DB
CA-Datcom/Ext SQL R9 0	Extension beyond ANSI standard Allows SQL queries on a relational database
CA-Datcom/IMS DC Services R1.0A	Allows interfacing between IMS and Datcom: the ability to write in IMS and read in Datcom
CA-Datcom/VSAM Transparency R2 2	Conversion tool that permits a VSAM-based application to operate under the control of CA-Datcom/DB
CA-Quikserv for VSAM R1 0	Allows VSAM application to access data in Datcom that has been migrated from a VSAM environment

**Innovation**

FATS/FATAR R4 0	Tape surface verification and copy
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**Levi, Ray and Shoup**

VTAM Printer Support System (VPS) V1, R8.0	Supports remote printers without need for RJE connection
VPS/TCP/IP R1, R8.0	Supports TCP/IP Printers
DRS V1, R3.3	Dynamically routes print output
VMCF/TSO V1, R8.1	Facilitates control of printers

**MacKinney Systems**

CICS/CEMT R5 3	Allows programmers to move all or part of files in and Out of CICS via TSO
KWIK-KEY	VSAM alternate index builder

R3 3

CICS/MORNING NEWS  
R3 1

Broadcasts news to CICS users

CICS/MESSAGE  
R5 1

Sends messages to terminals, userids, and operator consoles

**PROGINET**

CFI  
V6.4

Cyberfusion Integration Suite

**ASG**

ViewDirect for MVS  
V6 3

Report distribution

DocumentDirect  
V4 2

Report Distribution for the Client

**Novell**

Linux  
SLES 9 and 10

Operating System

**Oracle**

Oracle 9i and 10G  
R9.2 0 3 0

Relational data base management system

**Pitney Bowes**

StreamWeaver  
R6 3 2

Provides added print design functionality

**Software AG  
(for DHHR use only)**

ADABAS  
R7.4 3

Relational database facility  
Upgrade to R8.1.3 in progress

ADABAS CICS Interface  
R7.4 3

Relational database facility  
Upgrade to R8.1.3 in progress

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NATURAL R4.1.3	Software development tool Upgrade to R4.2.5 in progress
NATURAL CICS Interface R4.1.3	Software development tool Upgrade to R4.2.5 in progress
NATURAL Security R4.1.3	Software development tool Upgrade to R4.2.5 in progress
NATURAL TSO Interface R4.1.3	Software development tool Upgrade to R4.2.5 in progress
NATURAL for DB2 R4.1.3	Software development tool Upgrade to R4.2.5 in progress
NATURAL Complete Interface R4.2.5	
NATURAL Web-IO Interface R1.1.4	
APS Smarts Application Server R2.7.2	
ASM Adabas Parallel Services R8.1.3	
PREDICT R4.4.2	Data dictionary Upgrade to R4.5.2 in progress
SYSTEM MAINTENANCE AID R1.3.1	Software installation tool Upgrade to R2.1.2 in Progress
EntireX Broker V7.2.1	Messaging Server Upgrade to R8.0.1 in progress
<b>SAS Institute</b>	
SAS R8.1	Statistical analysis, data creation, report writing Upgrade to R9.2.3 in progress
SAS ACCESS/DB2 R8.1	DB2 interface Upgrade to R9.2.3 in progress
SAS/FSP R8.1	Editing procedure for SAS datasets Upgrade to R9.2.3 in progress



SAS/SHARE R8.1	SAS file updating tool Upgrade to R9 2.3 in progress
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**Serena International**

COMPAREX R6 2.0	Compares, and highlights the difference between, two files of any structure or organization
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Serena StarTool FDM V7.6.3	Multipurpose online utility
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**Sterling Commerce**

Connect:Direct for OS/390 V4, R4 00	Host-to-Host file transfer
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**StorageTek**

HSC R6.1	Host software component for automatic cartridge system
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PM2 V6.0A	Reports on StorageTek hardware exceptions
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**Unicom Systems**

CARTS-TS R3.6 0	Tape stacking
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**CSE10015 - Document Imaging and Client Management Systems  
 BID SHEET**

**Pricing Structure**

Cost of equipment and licenses for the document imaging system: (See Total Detailed Pricing Structure Sheet 1)	\$
Cost of customization of the document imaging system:	\$
Cost of Installation and training for end users for document imaging system:	\$
Cost of optional one-year maintenance (after conclusion of contract terms):	\$
Cost of equipment and licenses for the client management system: (See Total of Detailed Pricing Structure Sheet 2)	\$
Cost of customization of the client management system:	\$
Cost of installation and training for end users of the client management system:	\$
Cost of optional one-year maintenance (after conclusion of contract terms):	\$
Cost of technical training for MIS and OT staff:	\$
<b>GRAND TOTAL</b>	<b>\$</b>

Basis for Award: Contract will be awarded to the responsive and responsible vendor meeting the mandatory requirements of this RFQ and providing the lowest costs for the goods and services specified herein.

**CSE10015 - Document Imaging and Client Management Systems  
 BID SHEET - DETAILED PRICING STRUCTURE SHEET "2"**

**Document Imaging System**

County	# of BCSE Employees	Cost of License	# of Scanners	Cost of Scanners	Description of Server/Servers	Cost of Server	Total Cost per County
Kanawha	107		18				
	1		1				
Ohio	10		2				
Hancock	10		2				
Marshall	10		2				
Wetzel	5		2				
Tyler	0		1				
Wood	25		5				
Ritchie	0		1				
Pleasants	0		1				
Wirt	0		1				
Braxton	13		2				
Nicholas	0		1				
Webster	0		1				
Lewis	14		3				
Gilmer	0		1				
Upshur	0		1				
Jackson	11		2				
Mason	0		1				
Roane	4		1				
Calhoun	0		1				
Cabell	25		4				
Putnam	8		2				
Wayne	7		2				
Boone	10		2				
Lincoln	7		2				
Wyoming	8		2				
McDowell	9		2				

**CSE10015 - Document Imaging and Client Management Systems  
 BID SHEET - DETAILED PRICING STRUCTURE SHEET "2"**

County	# of BCSE Employees	Cost of License	# of Scanners	Cost of Scanners	Description of Server/Servers	Cost of Server	Total Cost per County
Logan	10		2				
Mingo	11		2				
Greenbrier	10		2				
Mineral	6		2				
Pendleton	3		1				
Grant	0		1				
Hampshire	7		2				
Hardy	3		1				
Randolph	8		2				
Tucker	0		1				
Monroe	0		1				
Pocahontas	0		1				
Fayette	12		2				
Mercer	19		3				
Summers	1		1				
Raleigh	19		3				
Berkeley	23		2				
Jefferson	4		1				
Morgan	0		1				
Harrison	18		3				
Doddridge	0		1				
Marion	20		3				
Taylor	0		1				
Barbour	0		1				
Monongalia	14		3				
Preston	0		1				
<b>Total</b>	<b>472</b>		<b>110</b>				

Note: The quantities listed above are to be ordered at the time of award and shipped to the appropriate facility. More units may be ordered based on each facility's need and usage as each facility deems necessary at later dates. Each facility will then place an order specific to their need and will reference this open-end contract on a release order (WV-39) or by credit card orders.

**CSE10015 - Document Imaging and Client Management Systems  
 BID SHEET - DETAILED PRICING STRUCTURE SHEET "2"**

**DETAILED PRICING STRUCTURE SHEET "2"**

**Client Management System**

County	# of BCSE Employees	Cost of Licenses	Cost of Kiosk	Cost of Other (cables, etc.)	Cost per County
Marion	20				
Berkeley	23				
Jefferson	4				
<b>Total</b>	<b>47</b>				

Note: The quantities listed above are to be ordered at the time of award and shipped to the appropriate facility. More units may be ordered based on each facility's need and usage as each facility deems necessary at later dates. Each facility will then place an order specific to their need and will reference this open-end contract on a release order (WV-39) or by credit card orders.

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**Payment Schedule:**

1. One Hundred percent (100%) cost of equipment and licenses to be installed in DHHR offices as a part of this contract shall be payable at such time as the equipment and licenses are delivered to the DHHR offices for which it is designated for use, and upon presentation by the Vendor to the State the appropriate invoice.
2. Fifty percent (50%) of the cost of customization of the document imaging system shall be payable after the Vendor completes installation of the document imaging system in the Marion County (Fairmont) office, said system is fully functional, and said installation has been accepted by the State
3. Remaining fifty percent (50%) of cost of customization of the document imaging system shall be payable after the Vendor completes Phase 1 of the contract, said installations being fully functional, and said installations having been accepted by the State
4. One Hundred percent (100%) of the cost of customization of the client management system for the client management system and one hundred percent (100%) of the cost of installation and training for the client management system shall be payable after the Vendor completes Phase 2 of the contract, said installations being fully functional, and said installations having been accepted by the State
5. Cost of Installation and training for the document imaging system shall be payable as follows:
  - a. Twenty-five percent (25%) payable after the Vendor completes one-fourth (1/4) of the remaining offices in Phase 3 of the contract said installations being fully functional, and said installations having been accepted by the State .
  - b. Twenty-five percent (25%) payable after the Vendor completes one half (1/2) of the remaining offices in Phase 3 of the contract said installations being fully functional, and said installations having been accepted by the State .
  - c. Twenty-five percent (25%) payable after the Vendor completes three-fourths (3/4) of the remaining offices in Phase 3 of the contract said installations being fully functional, and said installations having been accepted by the State .
  - d. Twenty-five percent (25%) payable after the Vendor completes Phase 3 of the contract said installations being fully functional, and said installations having been accepted by the State .
6. One Hundred percent (100%) payment of cost of technical training to DHHR MIS staff and Office of Technology Staff payable when completed and documentation provided and accepted by the State.

In accordance West Virginia State Code Article §5A-3-54 Payment of legitimate uncontested invoices; interest on late payments (a) Any properly registered and qualified vendor who supplies services or commodities to any state agency shall be entitled to prompt payment upon presentation to that agency of a legitimate uncontested invoice. (b) (1) Except as provided in subdivision (2) of this subsection, for purchases of services or commodities made on or after the first day of July, one thousand nine hundred ninety-one, a state check shall be issued in payment thereof within sixty days after a legitimate uncontested invoice is received by the state agency receiving the services or commodities. Any state check issued after such sixty days shall include interest at the current rate, as determined by the state tax commissioner under the provisions of section seventeen-a, article ten, chapter eleven of this code, which interest shall be calculated from the sixty-first day after such invoice was received by the state agency until the date on which the state check is mailed to the vendor

ATTACHMENT  
P O # CSE 10015

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



**AGREEMENT ADDENDUM**

WV-96  
Rev. 10/07

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: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

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: \_\_\_\_\_