



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  
 BPH11103

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 BPH - THREAT PREPAREDNESS  
 505 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-1218

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/28/2011				

BID OPENING DATE: 03/10/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: BPH11103						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 . . . . .						
NO. 2 . . . . .						
NO. 3 . . . . .						
NO. 4 . . . . .						
NO. 5 . . . . .						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE</p> <p>.....            COMPANY</p> <p>.....            DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		205-60		
TO PROVIDE EMERGENCY NOTIFICATION SERVICES						
***** THIS IS THE END OF RFQ BPH11103 ***** TOTAL:						

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## **BPH11103 – RESPONSE TO VENDOR QUESTIONS**

- QUESTION:** Page 2 of the RFQ states, “successful vendor must provide any required software license agreements or sign the attached “no other terms” form...” If a vendor submits a license agreement which the State rejects, is that cause for bid dismissal or will the vendor be given the opportunity to negotiate with the State and/or submit a “No Other Terms” form?

**ANSWER:** If the vendor submits terms and conditions that are not acceptable by the State, the State may choose to disqualify the vendor or try to negotiate “additional” terms. Understand that if the vendor does not accept the State of West Virginia’s Standard Terms and Conditions and sign the Agreement Addendum WV96 Form, they will be disqualified.

- QUESTION:** RFQ Section III Mandatory Service Requirements, Item B, references the current PCA guide. Can the State please confirm that all vendors who submit for this RFQ must have already completed Direct and Cascading Alert certifications for another system prior to the submission of this bid?

**ANSWER:** No, we cannot confirm that, nor is that relevant to the RFQ. The intent of the requirement is that the successful vendor meets the Public Health Information Network (PHIN) requirements for this particular notification system.

- QUESTION:** RFQ Section III Mandatory Service Requirements, Item C, references unlimited usage. Can the State please provide an estimate as to how many telephony minutes, messages, and fax pagers are currently sent per year?

**ANSWER:** No, that number is 1) not available for access by State staff (i.e. is not obtainable by manipulating the system or developing reports) and 2) varies from year to year, based on need (i.e. messages to be pushed out, number and size of exercises executed, number and size of incidents that occurred, etc.)

- QUESTION:** RFQ Section III Mandatory Service Requirements, Item I.11, references a single sign-on method. Can the State please provide more details about how this system works? Additionally, will all individuals registered in the notification system go through this portal or only some portion?

**ANSWER:** A single sign on means that a person would log into a portal or dashboard that houses a number of IT systems, and through that log on, would be able to then

access the Notification System without the need for an additional log on sequence. Currently, the portal is not complete/in-service and the notification system functions as a stand-alone system. Plans are to add it to the portal once development is complete. Not all persons registered into the system would have access through the single sign-on portal. Only legitimate Notification System administrators at the county and state level (approximately 130 in number) would have access to the notification system using this method.

5. **QUESTION:** RFQ Section III Mandatory Service Requirements, Item 1.15, references inbound telephony capacity. Can the State please identify what outbound telephony capacity is required? For example, the State desires to be able to make 25 outbound calls per minute or 1,500 calls per hour given a 1 minute message.

**ANSWER:** There is no set number of outbound messages per minute. Messages fill the spectrum in size (e.g. 1 minute phone message vs. 5 minute phone message, one page text type message vs. 4 page text type message, etc.). There is no rational method to approximate this type of information based on that variability.

6. **QUESTION:** Can the State please provide the Cost Sheet in an editable format for vendors to complete? The copy included with the PDF bid is difficult to input data on without retyping the entire document.

**ANSWER:** The State cannot provide an editable format. Only a PDF version is available to maintain the integrity of the information on the form and prevent changes from being made to the specifications provided.

7. **QUESTION:** Can the State please provide the per year budget for this project as well as the current amount the State is spending per year?

**ANSWER:** No, that information is not relevant to the RFQ. Budget numbers are not exact, nor do they necessarily break down into specific costs that could be translated for anything meaningful regarding the new notification system.

8. **QUESTION:** Will the format for importing data from the WARN System be provided in a standardized format? (e.g. CSV). If yes, can the State tell us what the data format will be?

**ANSWER:** Yes, CSV format.

**NO ADDITIONAL QUESTIONS WILL BE ACCEPTED.**