



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
 CJH201101

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 TARA LYLE
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

MIL AFFAIRS & PUBLIC SAFETY
 DIVISION OF JUSTICE AND
 COMMUNITY SERVICES
 1204 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-8814

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/10/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				1. QUESTIONS AND ANSWERS ARE ATTACHED.		
				2. TO MOVE THE BID OPENING DATE FROM 06/21/2011 TO 06/28/2011.		
				3. 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.		
				END OF ADDENDUM NO. 2		
0001	1	LS		680-67		
				POLICE TRAINING AND INSTRUCTIONAL AIDS		
				***** THIS IS THE END OF RFQ CJH201101 ***** TOTAL:		

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 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).

CJH201101
Addendum No. 1

Questions/Answers:

Q1: If the Division of Criminal Justice Services asks that the vendor host the solution, is Microsoft SQL required? We will provide Oracle DBA services as part of the hosting, as well as SQL counsel for creating queries.

A1: Microsoft SQL will be required if they host the solution of if their provision of Oracle DBA services as part of hosting, with SQL counsel for creating queries is okay. With them hosting the solution system I am comfortable with what they propose as long as it allows ease of queries from authorized users.

Q2: Can you please explain the bond process with regard to the initial \$5,000 for the proposal submission and the \$100,000 for the winning bidder? Specifically, what are the requisites for the bond to be returned? What would prevent the bond from being returned?

A2: If you provide a bid bond in the form of a certified check, the check will be returned upon award of the contract. The performance bond can be returned to you after verification from the agency and the vendor that the project is complete.

Q3: As the winning vendor will furnish a \$100,000 performance bond, will the bond support the performance of all work in the RFP or all the work proposed by the vendor?

A3: All of the work.

Q4: Will you provide CSV files from the legacy OTIS system for data import?

A4: The current OTIS system as to what format our files will be in for their required import of data.

Q5: Do you expect the vendor to migrate all the data or provide the means for DCJS to import data? 2.4.2.2

A5: It is expected/part of RFP that the successful vendor migrate all of data, electronic, paper, microfilm, etc to new system so that when start up made all applicable data/history will be accessible

Q6: How do you envision microfiche being imported? What records? Can you provide a sample?

A6: Up to the vendor to provide solution as to their actions to import microfiche. These are training records on officer certification and training records. Will work with successful vendor on how it is to be entered, i.e. officer file, class file, etc. Will be primarily officer files. Request as to sample would require an "original" microfiche roll to be provided, so hesitant to provide out of office environment.

Q7: What types of paper records do you envision being imported into the new solution?

A7: Paper records will be related to officer certification and training records from prior to 1996 that are in process of being scanned in to current system, but there may be records existing at time of conversion which vendor would become responsible for. There are currently approximately 1,000 index cards (3 x 5) for officer records from that pre 1996 timeframe that will need to be copied, transferred into system. For individuals who do not have a 1996/forward file in OTIS an electronic file will need to be generated.

Q8: Can you please outline the data elements on the microfiche and on the paper forms that need to be migrated. Are these officer records? If so, how many?

A8: These are officer records primarily. Up to 10 % of records may be training class records. Data elements on the papers vary from employment related paperwork, correspondence, training certificates, etc. Estimated to be 3,000 separate records of up to 20 pages maximum.

Q9: Can you provide examples of employment change forms (for data field purposes)?
2.4.1.5

A9: The employment change form is being redesigned at this time. I have attached current version of the form.

Q10: Do most certifications require multiple criteria to be met (e.g., age, documents, training, complimentary certifications)?

A10: They have not in the past, but we do want such multiple criteria to be part of the new system. Training completion will be the primary criteria

Q11: Are there individual courses that have their own certification? What are they?

A11: By my understanding of this question, we are moving to have certain classes, electronic speed measuring (radar/lidar), Standardized Field Sobriety Testing (SFST), etc. areas of training/expertise that the system would need to track to determine if officers have completed and maintained certification in that area – maintenance being by required amount of training in a determined time period. If this is not what they are asking will need clarification.

Q12: What kinds of reports do envision within the portal? 2.4.6.3

A12: We would want reports addressing the following at a minimum with ability of select administrators to custom design reports:

- a. Officer listings – by agency, type (city county state) certified, not certified, etc.;
- b. Instructor listings – by areas of specialty, agency, dates of certification, etc.;
- c. Areas of training completed, or instructed to teach in, i.e., all SWAT/SRT instructors, all officers who have completed a certain type of training; and
- d. Listing of officers who have not met in-service training or firearms qualification requirements for current training period. This report would be limited to primary administrators overall and for a dept by dept listing to approved administrators in that agency.

Not required but would be interested in report listing number of total classes completed within current time period, total number, number of officers who attended, class and total number and hours of training completed.

Q13: What other systems do you require integration to? 2.4.6.4.1.5

A13: None that I am directly aware of, this will in effect be a stand along program, with ability as necessary/required by federal government for allowed access for certification records. Within the state I do not know of any systems it needs to be integrated with.

Q14: How will the WV State Police Academy use the system compared to DCJS? 2.5.2.9

A14: The staff members at the Academy will be using the system to generate officer files (capability that the DJCS will have as well as primary/main administrator) to reflect submission of required application materials to the entry level training program for all officers (West Virginia is a single Academy state so all certification training for new officers occurs there). They will be entering overall course grades for the entry training. They may become involved in the entry of advanced level training records as to listing officers who complete in-service training.

Q15: You have asked for workstations and scanners as part of the requirement. Can you clarify specific numbers? 2.4.2.11.10.3

A15: Seven workstations will be required for following individuals, a-e being at DJCS and f-9 at West Virginia State Police Academy:

- a. LET (POST) Coordinator
- b. Full time Administrative Assistant for LET Program
- c. Full time Investigator for LET Program
- d. Part time Administrative Secretary to LET Program
- e. Work station for applicable DJCS employees to enter/scan data
- f. Academy staff person responsible for entry level training program
- g. Academy Director/Support staff

Q16: You state that "The State will required the vendor to extend the system warranty period of identified deficiencies have not been corrected." Is it possible that the vendor and the State agree upon a punch list during the requirements phase for agreed upon deficiencies? 2.5.9.11

A16: The program should be in working order before the warranty period is established.

Q17: On Attachment C: Cost Sheet, you ask for a cost for Complete System Design, although earlier you ask for a COTS product. Can you please clarify?

A17: Please see revised cost sheet.

Q18: On Attachment C: Cost Sheet, "Licenses/User fees/Hosting Fees" is listed in both One Time Cost and Operational Cost. Can you please clarify?

A18: Please see revised cost sheet.

Q19: We have seen proposals where the answer to the stated question is "Meets the Requirement." Is this an appropriate response or will it be deemed non-responsive?

A19: This response is appropriate.

Q20: With regard to Attachment B: Mandatory Deliverables, are we only to sign the form or would DCJS appreciate specific information to meet the deliverable requirements?

A20: You can just sign the form.

Q21: If you look at page 38 of RFP DJCS2011-01: *5.12 Special Terms and conditions-A bid bond of \$5,000 and performance bond of \$100k will be required to accompany this proposal.* Does this mean that when we turn in the **bid** for the proposal (prior to award), those two bonds must accompany the bid; OR Those bonds are not required to accompany the bid but be a part of the **proposal**. Meaning, if we are awarded the bid, then we are required to have those bonds part of the proposal, after to the award.

A21: The bid bond is required with bid submission. The Purchasing Division will request the performance bond from the apparent successful vendor.

Q22: We understand that WV DCJS has a budget in place for this project. Is the current budget expected to be expended over the course of the first 2 years or is this budget expected to be expended over the course of 5 years (Annual Operational Costs – Years 3 – 5)?

A22: It is not in the best of interest of the State of West Virginia to disclose any budgetary information relating to the RFP.

Attachments:

1. Revised Cost Sheet – Attachment C
2. Employment Change Form

Bid Opening:

The bid opening has been extended to June 28, 2011 at 1:30 p.m.

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

Tasks/Fees	Quantity	Unit Cost	Extended Cost
A. One Time Cost			
System Design (configuration design, field mapping, Document Management/Workflow, Learning Management System, etc)	1		
Report dev/ mod to meet requirements	1		
Data Conversion/Data Migration	1		
Implementation (installation, data set up, testing, etc.)	1		
Training Includes Entire Contract Period	1		
Production Cutover/Stabilization	1		
Licenses/User fees/Hosting Fees	1		
Regular Annual Maintenance & Support Cost - Year 1	1		
Regular Annual Maintenance & Support Cost - Year 2	1		
A. Total One Time Cost			

B. Operational Cost			
Annual Maintenance & Support Costs – Year 3	1		
Annual Maintenance & Support Costs – Year 4	1		
Annual Maintenance & Support Costs – Year 5	1		
B. Total Operational Cost			

C. Miscellaneous Cost Information				8
Hourly rate for system customization		100		
Hourly Rate for additional report development		100		
C. Total Miscellaneous Cost				

D. Desirables				
2.4.11.1	Hosted System by the State of WV	1		
2.4.11.2	Online Registration System for designated courses	1		
2.4.11.3	Customization Without Vendor's Assistance	1		
2.4.11.4	Email Agency Addresses	1		
2.4.11.5	Store Officer's Photograph	1		
2.4.11.6	Import Officer's Photograph	1		
2.4.11.7	Integrating with Microsoft Word	1		
D. Total Desirables				
GRAND TOTAL (A + B + C + D = Grand Total)				

EXHIBIT 10

REQUISITION NO.:

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. 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.

.....
SIGNATURE

.....
COMPANY

.....
DATE