



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
WWV11868

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

BUREAU OF EMPLOYMENT PROGRAMS
 OFFICE OF ADMIN. SUPPORT-5302

 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 558-2634

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/21/2010				

BID OPENING DATE: 10/13/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-45		
EDMS MAINTENANCE/SUPPORT						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, WORKFORCE WEST VIRGINIA, IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE SERVICE AND SUPPORT FOR THE ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS) ON BASE IMAGING SYSTEM USED BY WORKFORCE WEST VIRGINIA UNEMPLOYMENT COMPENSATION DIVISION PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115 DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/30/10 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE</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. 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).



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<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>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> <p>REV. 05/26/2009</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>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:				44		
RFQ. NO.:				WWV11868		
BID OPENING DATE:				10/13/10		
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 WWV11868 ***** TOTAL:						

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REQUEST FOR QUOTATION

MAINTENANCE CONTRACT
REQUEST FOR QUOTATION: "WWV11868"

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1. BACKGROUND

WORKFORCE West Virginia, Unemployment Compensation Division (UC) began using the current Electronic Document Management System (EDMS) OnBase Imaging System to deal with over 35,000 employer accounts and associated quarterly wage and contribution reports. The purpose of the EDMS OnBase Imaging System is to provide an automated method for Unemployment Compensation Division to scan, index and retrieve employer account information, scan, index and interpret through OCR/ICR quarterly wage and contribution reports, electronically route workflow of internal documents, allow for electronic submission of employer registration documents and provide query for all stored images.

2. CURRENT ENVIRONMENT

1. The WORKFORCE West Virginia, Unemployment Compensation Division, is located at 112 California Avenue, Charleston, WV 25305. There are remote offices located throughout the state.
2. The existing system is an OnBase solution that uses AnyDocs for scanning on three (3) Bowe, Bell & Howell Spectrum XF series scanners. These scanners will remain in use.
3. New applications are scanned, routed electronically and assigned an account number, if liable for unemployment compensation.
4. Employers that are liable for unemployment compensation report the wages of employees on the Wage Report, quarterly. Using AnyDocs OCR/ICR technology the data on these forms is read and exported to the State's mainframe computer.
5. Reform Enterprise (OnBase COLD process) is used as an enterprise report manager for automatically processing and indexing reports and computer generated documents from the FTP server.
6. Fax Server – CopiaFacts is used to convert the images from documents faxed into TIFF format to be manually indexed and imported into OnBase.
7. The Benefit Payment Control Section utilizes the system as a paperless filing system with scan, index and retrieve capability.

2.1. SOFTWARE USED

1. **DOCUMENT CAPTURE**--Any Docs – Scanning and indexing.
(<http://www.anydocsoftware.com/>).
2. **QUALITY/INDEXING/RETRIEVAL**--OnBase -- Highland –
(<http://www.hyland.com/onbase-and-ecm.aspx>)
 - a. OnBase version 5.2; which is no longer supported and has been retired by Highland Software.
3. **REFORM ENTERPRISE** – ONBASE COLD PROCESS.
4. **FAX SERVER** – CopiaFacts.

2.2. DOCUMENT SOURCE/ INPUTS

1. Documents through mail/post- (Scanned into the system).
2. West Virginia State Tax Department sends the documents via an email/FTP server.

2.3. HIGH LEVEL SYSTEM SPECIFICATIONS

1. System architecture is client-server and operates on Microsoft SQL Server database.
2. System is compatible with AnyDocs; this product is used to scan, index and capture data from the Contribution and Wage reports for export into the state's mainframe.
3. Browser based clients are able to retrieve, print and index documents that have been scanned to a batch.
4. System is capable of storing a variety of contents including black and white, gray scale and color images; computer outputs; word processing documents and spreadsheets.
5. System includes a workflow module that provides rule based and ad hoc document routing.
6. System includes an enterprise report manager for automatically processing and indexing reports and computer generated documents.
7. Images are stored on a content addressable storage device using the write once/read many certified magnetic disks. This system is installed at 112 California Avenue, Charleston, WV.

8. System is replicated for disaster recovery with the ability to be restored within two (2) hours.

2.4. SYSTEM SPECIFICATIONS

1. System supports a minimum 50 users concurrently; a combination of client workstations and browser clients via intranet or Internet.
2. System has an annotation capability. It controls the accidental modifications and erasure if annotations.
3. System is capable of integrating with ODMA (Open Document Management API) compliant applications.
4. Microsoft Word documents can be saved and indexed.
5. The system can check these documents out, open them in their native format, modify them, and then check them back in.
6. On Check in; it identifies the modified document as a major revision, minor revision or as a replacement page version. Any versions of every document can be maintained and stored in the current system.
7. System has an audit trail capability to record the date, time and user ID for the user log on, entry and changes of the data.
8. System includes a security module that can be managed by system administrators with multiple level of security including application level, functional level and document level security.
9. The security controls include scan and index; modify and index; delete page per document; access to annotations and redactions; editing or deleting annotations or redactions; ability to create or modify an application; retrieve and print; and security maintenance.

2.5. DOCUMENT CAPTURE SPECIFICATIONS

1. System accepts images and indexes that have been captured in AnyDocs. Wage Reports and Contribution reports are scanned, indexed by barcode and processed through the recognition module. All images and indexes are imported in OnBase.
2. System offers scan and index and batch scan capability. It is possible to index batches from any workstations on the system, based on user rights.
3. System can append a page to an existing document and insert a page into a specific location in the document.

4. System imports and stores documents that are received via fax.
5. System is able to import and store images received on the FTP server from West Virginia State Tax Department.
6. System includes a fully integrated report management module (COLD) that automatically store computer generated reports and documents.
7. Based on data collected and entered into the mainframe some documents are automatically created (Debit Memorandums, Credit Memorandums; Rate Statements; Delinquent Notices and No Wage Letters). These documents are automatically stored into the system and automatically indexed into the application.
8. Approximately 1300 large employers submit their wage reports electronically. This data is imported into the mainframe. The mainframe presents an ASCII file and the agency stores this using a template into the On Base system.
9. System automatically detects that a report or batch of computer generated documents are ready to be processed.
10. System automatically extracts data from the report which is used to index and retrieve the report.
11. System offers to compress reports prior to the storage.

2.6. DOCUMENT RETRIEVAL SPECIFICATIONS

1. System supports a minimum of 50 users concurrently for combination of scan and retrieval.
2. System offers a browser based client for the users that have retrieval only function. The retrieval is possible via internet or intranet at agency discretion.
3. Users are able to search across multiple applications with a common index field.
4. Reports and computer generated documents are accessible from the OnBase system workstation clients and browser clients.

2.7. WORKFLOW SPECIFICATIONS

The system workflow included:

1. An integrated workflow that has the ability to provide rules-based and ad hoc document routing.

2. An application development tool that an administrator uses to design and develop business process maps, database definitions, business rules and business process roles.
3. Ability to create, modify and maintain electronic workflow templates.
4. Ability to add an object or document workflow task.
5. Capability to place a job on hold and indicate the reason and duration of the hold. Others users are able to see the cause and status of the hold.
6. Reassigning of the workflow task to another user before the task is initiated is possible.
7. Providing real time workflow monitoring, ability to capture workflow statistics, such as length of the time to complete a task or portion of the task, the status of any in process task, the person performing the task, and the assignment and competition date of each workflow step.
8. Providing means for a user to monitor the Inbox without having to log into the host application. System notifies the workflow participants that new items have arrived in their Inbox.
9. Supporting sequential, parallel; conditional and rule based routes.
10. A trigger to indicate that an acknowledged workflow event was not started on time finished on time and/or has exceeded the allotted time for execution.
11. A workflow audit trail indicating the steps a document has completed, the person who performed the task and date and time each action initiated and completed.
12. Controls to ensure only a relevant level of authority can start and stop workflows.
13. Supporting Microsoft SQL Server for data storage and management.

2.8. DISASTER RECOVERY SPECIFICATIONS

1. In the event of a catastrophic failure, the system is replicated to a second site (One Davis Square, Charleston, West Virginia.)
2. In the event of a system failure application failover occurs within two (2) hours. The previous vendor was responsible for providing all hardware, software and services necessary for production and disaster recovery site as well as training personnel on failover procedures.
3. A successful failover and recover of the system by WORKFORCE West Virginia was completed before the system was accepted.

2.9. IMAGE AND INDEX SPECIFICATIONS

1. Approximately 4 million documents are on the existing system in TIFF format.
2. Approximately 200,000 annotations are present in form of sticky notes, text, stamps, highlights, pen and arrows.

2.10. CUSTOMIZATIONS DONE

1. Scan queues for categories (BPC, CAE, CR and SD) based on pages were customized 1, 2 or X pages (Scanning).
2. Mathematical edits (built in) for calculation of various fields based on rules for Quality Check after scanning (Reading of Document Templates).
 - a. Indexes identified (Used for querying/lookup).
3. Templates designed for Contribution Report and Wage report to be read by scan queues. (Templates may need further updating).
4. Customized the OnBase Lookup/Query screen (Document Retrieval).
 - a. Use of Index for querying/look up (ACCT #, Name, ZIP CODE, Quarter, Year).
 - i. Batch# was also added later.
 - ii. BPC Queue lookup fields are not same as other queues.
 - b. Dates.
5. Changed batch process for Anydocs from overnight/nightly to all day.
6. One file is read; scanned only once a year with approx 36k pages.
 - a. The process was broken down into number of smaller iteration to meet the business needs.
7. The FileNet system COLD Process was replicated into the new system; Reform Enterprise - (OnBase Cold Process) is used in the current system.
 - a. Added new document templates (Letter Heads).
8. Workflow.

9. Template designed to import and index documents received via FTP server from the West Virginia State Tax Department.

2.11. HIGH LEVEL BUSINESS PROCESS

A. SCANNING: (AnyDocs OCR/ICR used for scanning)

1. The documents are manually scanned using the customized scan queues.
2. **Customized** Queue has been designed for each unit
 - a. 4 OCR templates.
 - i. Contribution Report and Wage Report (Hand and Machine Print).
 - b. Twelve (12) Manual Templates three (3) each for BPC, CAE, CR and SD.
 - c. One (1) template for Tax Department.
3. User selects the scan queue based on the number of pages.
 - a. The scan queues are **customized** to read according to the number of pages (1, 2 or X number of pages).

B. QUALITY/INDEXING/ RETRIEVAL: (ONBASE VERSION 5.2)

1. The documents are indexed in First in First out (FIFO).
2. The Indexes' identified.
 - a. Index- ACCT #, Name, ZIP CODE, Quarter, Year, Social Security Number, Benefit Date and Batch#.
3. Bar-coded forms are read by the system and assigned batch numbers.
4. Documents manually scanned are updated with batch numbers similar to the ones on the Mainframe.
5. Mathematical edits (built in) have been customized and reads/captures the details from the document.
6. For Quality purpose the system shows a "yellow highlight" for details recognized as bad data – Manual check is done.
7. Once the document is read or indexed the system prompts for release of document.

8. Documents are segregated into two (2) files "Text and Image" files and updated into the Mainframe over night.
9. Unemployment Compensation Tax Forms: Contribution and Wage Reports were customized for reading into the system.
10. OnBase system is used for customized retrieval of documents.
 - a. Queries for retrieval of documents are based on the Indexes assigned and dates.

C. REFORM: (ONBASE COLD PROCESS)

1. Data is imported from FTP server into the Mainframe.
 - a. Customized to fit the templates.
 - b. Text file is created and then imported into OnBase.

D. WORKFLOW:

1. Admin Role - Required to setup users.
2. User Profiles assigned.
3. Queues Created.

3. SCOPE

WORKFORCE West Virginia, Unemployment Compensation Division (UC) requests quotations for maintenance of their (EDMS) OnBase Imaging System. The UC, identified hereinafter as the customer, can scan, index and retrieve employer account information, scan, index and interpret through OCR/ICR quarterly wage and contribution reports, electronically route workflow of internal documents, allow for electronic submission of employer registration documents and provide query for all stored images. This maintenance agreement is important, because of the administrative funding for personnel continues to decrease, and the WORKFORCE West Virginia have to rely on this automated system. The (EDMS) OnBase Imaging System, identified on the attached cost sheet, was installed in 2005 and has been in continual operation since.

4. GENERAL REQUIREMENT SPECIFICATION

The vendor must provide the services and resources necessary to support the (EDMS) OnBase electronic document imaging management system. This will include, but not be

limited to the following tasks: system (hardware/software) installation, customization to meet the requirements of the agency, testing, documentation, training and acceptance testing.

5. MAINTENANCE/WARRANTY /SOFTWARE SUPPORT REQUIREMENTS

1. The successful vendor must provide a one (1) year maintenance/warranty for all licensed software and hardware, regardless of the manufacturer's warranties with the option of two (2) one (1) year renewals upon mutual written agreement of the parties.
2. The maintenance/warranty shall include on-site hardware service with a four (4) hour response time, 5 days a week (Monday – Friday), 8:00 AM – 5:00 PM.
3. Any maintenance performed by a third party is solely the successful vendor's responsibility. The vendor must be the Agency's single point of contact. Any third party software will require a software agreement that states there are no additional terms and conditions to any purchase order resulting from this RFQ.
4. The successful vendor must provide all hardware/software upgrades and patches during the maintenance/warranty period at no additional cost to the maintenance/warranty quote.
5. Unlimited remote support with a toll free Help Desk (not recordings) service available 24 hours a day, 7 days a week from the vendor for the technical software support.

6. SERVER; IMAGE STORAGE AND DISASTER RECOVERY

1. The successful Vendor of this RFQ must provide with their bid the minimum specifications for a new server required to implement this solution. The new server for the content storage system will be acquired in a separate procurement hosted by the Office of Technology at 1900 Kanawha Blvd, Building 6 Room B110.
2. In the event of a catastrophic failure, the system must be replicated to a second site. (One Davis Square, Charleston, West Virginia) In the event of a system failure application failover must occur within two (2) hours. The successful vendor is responsible for providing all hardware, software and services necessary for both the production and disaster recovery site, as well as train personnel on failover procedures. Vendor must have an up-to-date detailed disaster recovery plan. A copy of which will be provided at the agency's request.

7. DOCUMENTATION

1. The successful vendor must provide all necessary documentation to fully operate the EDMS system. This includes but is not limited to all aspects of end user operations, system administration, application development, statistical reporting and security administration.
2. Documentation can be on-line or on CD. Please provide a list of documentation that will be provided.

8. TERMS AND CONDITIONS

By signing and submitting its bid, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

1. 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.

2. 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 State 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.

3. 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.

4. 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 and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State 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.

5. 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.

6. 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.

7. 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.

The 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.

8. 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 State 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 State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

9. TERM OF CONTRACT & RENEWALS:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period 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.

10. CONTRACT TERMINATION:

The State may terminate any contract resulting from this RFQ 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 State 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 State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

11. CHANGES:

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

12. 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.

9. VENDOR QUALIFICATIONS (MANDATORY)

1. The vendor must have been in the EDMS implementation business for a period of at least two years.
2. The vendor must provide these services for at least three (3) or more clients.
3. The Agency requires the vendor to supply the same project manager for the duration of the project/contract unless WORKFORCE West Virginia requests a replacement. The Agency reserves the right to request a replacement if the person named is found to be inadequate during the life of this contract.

10. NO DEBT AFFIDAVIT

West Virginia State Code § 5A-3-10a-(3) (d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for quotation which should be completed, signed and returned with the vendor's quotation.

11. COSTS

1. The vendor shall complete the attached cost sheet and include it with the bid response.
2. Costs quoted shall be all-inclusive. No separate reimbursement will be made to the vendor for travel or any other expense.
3. Quantities for licenses shown below are estimated and being used for bidding purposes only. Actual quantity purchased may vary.

12. COST SHEET

Present Specifications – Cost Quote for Maintenance – Annual Year 1				
Software/Hardware	License	Number of License	Cost Per Unit	Total Cost
AnyDocs <i>Version 4.0</i>	Scan License	3		
	Verifying License	10		
	Key on Server	2		
	Config/Admin Keys	2		
OnBase <i>Version 5.2</i>	Concurrent Client	100		
	Document Import Processor	1		
	Multi User Server	1		
	Named User Client	56		
	Storage Integration of EMC Centera	1		
	Virtual Print Driver	1		
	Workflow Departmental Server	1		
	Workflow Named User Client	31		
Workstation Client	1			
OnBase COLD	N/A	N/A		
Fax Server - Copia	N/A	N/A		

Additional Items – Cost Quote for Items listed				
Software/Hardware	License	Units Needed	Unit Cost	Total Cost
AnyDocs	Scan License	3		
	Verifying License	6		
OnBase	Named User Client	24		
	Workflow Named User Client	6		
Full Processing Station Expansion From 1.2M/year to 3.0M/year	N/A	1		
Future Customizations				
Personnel	Estimate Hours		Hourly Rate	
Analyst	5 hours			
Total Cost for Analyst				
Cost Quote for Maintenance – Annual Year 2				
Total Cost				

Cost Quote for Maintenance – Annual Year 3	
Total Cost	
Grand Total=Present Specification, Additional Items, Future Customization Year 2 &3 Maintenance	

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

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____