



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 |
|--------------|---------------|----------|--------|---------------|
| 10/12/2010   |               |          |        |               |

BID OPENING DATE: 10/21/2010 BID OPENING TIME: 01:30PM

| LINE  | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| ***** ADDENDUM NO. 1 *****  |          |     |          |             |            |        |
| THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE AND TO PROVIDE THE ATTACHED TECHNICAL QUESTIONS AND ANSWERS. |          |     |          |             |            |        |
| THE BID OPENING DATE & TIME ARE EXTENDED TO:<br>10/21/2010 AT 1:30 PM   |          |     |          |             |            |        |
| 0001  | 1        | LS  |          | 920-45      |            |        |
| EDMS MAINTENANCE/SUPPORT  |          |     |          |             |            |        |
| ***** THIS IS THE END OF RFQ WWV11868 ***** 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](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).

**RFQ WWV11868 – Questions**

Q1. What company currently provides OnBase software maintenance for Workforce West Virginia Unemployment Compensation Division (UC)?

**A1 .Until 12-31-09 Cima Software Corporation, formerly Automated Document Management Solutions.**

Q2. Please provide a comprehensive list of the current OnBase modules that Workforce West Virginia UC is requesting software maintenance.

**A2. All licenses are listed under Present Specifications**

Q3. Does Workforce West Virginia UC have plans to upgrade to the current release of OnBase (version 10) during the software maintenance period?

**A3. Yes**

Q4. Please clarify Section 6 Server, Image Storage and Disaster Recovery. Are vendors expected to provide estimates for services to provide "all hardware, software and services necessary for both the production and disaster recovery site, as well as train personnel on failover procedures" as part of this procurement or a separate procurement once the hardware is received by Workforce West Virginia UC?

**A4. The successful vendor will provide the necessary information to secure new servers.**

Q5. Support services for tasks such as "system (hardware/software) installation, customization to meet the requirements of the agency, testing, documentation, training and acceptance testing" are not typically included as part of standard OnBase maintenance support. What support services tasks are anticipated by Workforce West Virginia UC for Year 1 of the contract?

**A5. Anticipated: upgrade to newest versions of software, purchase of additional licenses, possible addition of scan queues, additional documents processed in Reform (COLD) process from internet filing site**

Q6. How will Workforce West Virginia UC evaluate bidder's ability to deliver support services for these types of tasks?

**A6. Verification of vendor qualifications from references.**

Q7. When does/did the OnBase software maintenance expire for each of the modules listed in Section 12 Cost Spreadsheet?

**A7. 12-31-09**

Q8. Workforce West Virginia UC lists Reform Enterprise (OnBase COLD process) as software used, but the Cost Sheet (Section 12) has this module grayed out and marked as N/A. Does Workforce West Virginia UC need software maintenance for 1 OnBase COLD process?

**A8. We do not use the Onbase COLD process but the successful vendor will be required to make changes or additions to the current Reform process. This process is used as a COLD process.**

Q9. The Additional Items section of the Cost Sheet lists AnyDocs and OnBase modules included in the Present Specifications. Does Workforce West Virginia UC anticipate purchasing additional licenses and maintenance for the modules listed in this section, or is the maintenance schedule for these licenses different than the maintenance schedule for the module licenses listed in the Present Specifications section?

**A9. We will be purchasing additional licenses.**

Q10. The Cost Sheet has a section for Future Customizations, which includes a labor category of Analyst. Customization work may require resources with different labor categories. Would Workforce West Virginia UC like to see a list of typical labor categories and rates used for OnBase customization work?

**A10. Yes**