



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
 BCF12046

PAGE
 2

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

RFQ COPY

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HEALTH AND HUMAN RESOURCES
 BCF - COMMISSIONER'S OFFICE
 350 CAPITOL STREET, ROOM 730
 CHARLESTON, WV
 25301-3711 304-558-4682

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/10/2012				

BID OPENING DATE: 03/15/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	4	EA		205-66		
	SOFTWARE UPDATES					
0004	1	EA		205-66		
	SYSTEM MAINTENANCE/TECHNICAL SUPPORT SERVICES.					
0005	7	EA		205-66		
	TRAINING - COST PER DAY					
	EXHIBIT 3					
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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.					
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<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 SERVICE 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>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>						

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<p>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>ADDRESS: 350 CAPITOL STREET CHARLESTON, WV 25301 MANDATORY PRE-BID MEETING WILL TAKE PLACE AT ABOVE ADDRESS.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MARCH 2, 2012. 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>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>COURTESY COPY: A COURTESY COPY SUBMITTED WITH YOUR BID WOULD BE GREATLY APPRECIATED.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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> <p>BUYER: RW/FILE22</p> <p>RFQ. NO.: BCF12046</p> <p>BID OPENING DATE: MARCH 15, 2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT

***** THIS IS THE END OF RFQ BCF12046 ***** TOTAL: _____						

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WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR CHILDREN AND FAMILIES
350 CAPITOL STREET, ROOM 730
CHARLESTON, WEST VIRGINIA 25301-3702

Request for Quotation
RFQ# BCF12046

ADMINISTRATIVE AND CONTRACTUAL TERMS

Purpose: Procure a web-based application for collecting and reporting information on economic assistance case reviews, designed for use over a secure intranet/Wide Area Network (WAN) environment.

Project Background: West Virginia Department of Health and Human Services (WVDHHR) Bureau for Children and Families (BCF) is responsible for ensuring that accurate payments and appropriate services are made to individuals under the Supplemental Nutritional Assistance Program (SNAP), WV Works and Medicaid. As they have with other programs, WVDHHR recognizes the importance of creating an automated case review process for these Economic Services Programs. The automated case review system will provide WVDHHR with the management reports to identify the scope of problems, error prone eligibility elements, and root causes of errors, allowing BCF to create appropriate training and formulate corrective action strategies.

1.0 Responsibilities of the Vendor

- 1.1 The vendor will facilitate and conduct a work session or sessions with a minimum of 10 identified BCF staff to gather information required to design, install and support the Economic Services Programs. **See Exhibit A**
- 1.2 The vendor will develop a data entry review form(s) for SNAP, WV Works and Medicaid based on the information gathered in the session identification of eligibility element(s) in error, the root cause of the errors and any payment or benefit error resulting from the error. The data entry form(s) will promote the gathering of accurate and quantifiable information and ensure consistent case reviews and improved accuracy.
- 1.3 The vendor must provide WVDHHR on-site training in West Virginia.

System Administrative Users: 14 (1-Half day session)

- The vendor shall review the application options available to DHHR and shall demonstrate the techniques to modify the case review system.
- The vendor shall demonstrate how to add, modify and delete users from the case review system and assign security roles.

Case Review Systems Data Entry and Management Reports Trainers

- The contractor must provide training required for successful entry of data and understanding of the management reports.

- The trainer will explain the data entry screens.
 - The trainer will demonstrate how to enter case review information and allow participants to explore the data entry screens (hands-on).
 - The trainer will also include the clarification of the BCF business process for conducting and modifying reviews.
 - The trainer will also explain the criteria screens and information contained within each of the reports.
 - The trainer will also demonstrate how the reports can be used in the corrective action planning process.
- 1.4 The vendor will work cooperatively with BCF staff to test and verify changes prior to applying the changes in the Case Review Systems (CRS) production system.
- 1.5 The vendor will work with BCF staff to facilitate testing of the CRS and final implementation.
- 1.6 The vendor will work with WVDHHR IT staff to install the system and to "go-live."
- 1.7 The vendor will work with WVDHHR IT staff through the provision of on-going technical assistance for trouble shooting issues that may arise during the initial use of the CRS. The vendor must provide system warranty (e.g. upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. The vendor's solution must include twelve (12) months of warranty service following user acceptance at no additional cost after the system has been approved and accepted.

2.0 Mandatory Requirements:

- 2.1 The vendor must provide detailed evidence of three (3) other related experiences with Case Review System (s). **See Exhibit B**
- 2.2 The vendor must provide details of the background of the company/organization, the size and location of the company/organization, and the experience, capabilities, and resources of the company/organization which qualify and enable them to complete the project. **See Exhibit B**
- 2.3 The vendor must provide documentation showing at least five (5) years experience in development of automated food stamp Case Review Systems.
- 2.4 Vendor must provide documentation showing at least five (5) states or large county governments for whom they have developed automated SNAP case review systems.
- 2.5 The vendor must use a formal and documented project management method to develop the work plan that includes the tasks, completion criteria for the tasks and a comprehensive project plan.

- 2.6 The vendor must use a formal and documented project management approach based on Project Management Institute (PMI) industry standards and guidelines (www.pmi-projectmanagement.com). 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.
- 2.7 The vendor must provide an unlimited user license to the State of West Virginia for the use of the Case Review Systems. This license will allow unlimited use of the system by ALL system users at no charge. A copy of the proposed license agreement should be submitted. The unlimited/perpetual license will be in effect for the life of the contract.
- 2.8 The vendor must provide a mechanism whereby all system source code can be accessed by the State of West Virginia.
- 2.9 The vendor will provide WVDHHR Management Information Services, (MIS) staff with the Installation requirements and software updates needed to support deployment of the Case Review Systems. The only maintenance that can be required by MIS staff will be standard backup of the data base and any updates that BCF, with MIS approval, would choose to implement.

3.0 System Requirements

3.1. The vendor will provide a Case Review System that must meet the following requirements:

- 3.1.1 Predetermined or canned reports – “predetermined” refers to the state agency’s ability to advise the vendor during the development process of reports required on data entered into the system; “canned” refers to these developed reports, built into the system, that can be generated by a user or automatically run on a routine schedule. At a minimum the reports listed below must be available within the Case Review Systems;

Demographic Data:

The header section of the case system will gather at a minimum the following demographic data about the case. This information will include but is not limited to:

- Case Name and Number
- Review Month.
- Review Classification
- Assigned worker and supervisor
- BCF office location and,
- Authorizing worker, supervisor and office

Eligibility Elements:

DHHR’s case review form will be designed to capture information surrounding error-prone eligibility elements.

Causal Factors:

The Case Review Systems will specifically identify the causal factor for an identified error.

The case review will facilitate the collection and tabulation of very specific and measurable information thereby allowing the accurate identification of the specific cause of the error.

Corrective Action:

The Case Review Systems must have the capability to monitor corrections to insure timely action on identified problems.

Reporting Data:

The Case Review Systems will collect all of data required to produce the identified reports.

- 3.1.2 The system must allow designated BCF staff to run ad hoc queries using an option such as Structured Query Language (SQL) Option.
- 3.1.3 The reports must contain a criteria screen that will allow the user to customize reports. Criteria will include start and end dates, management levels, case action and review types.
- 3.1.4 Must have various levels of reporting, i.e. by Worker, by Supervisor, Region, Statewide, with corresponding security levels for access to the reports.
- 3.1.5 The vendor must allow for HTML reports generated by the system with print capability.

3.2 The system must have the capability for BCF staff to modify, add and delete error elements, causal factors, and staffing. The system must accommodate targeted case reviews.

3.3 The system must be able to maintain and have accessible a minimum of three (3) years of information. How the information is archived will be determined by the state using tables within the system or by moving it to another database.

4.0 System Performance

The system shall have the following performance attributes:

- 4.1 Data field validations will be verified within the user's browser without sending data to the server.
- 4.2 The necessary time to upgrade the system when a new version is released should not exceed three (3) hours.

5.0 Security – The system shall provide the following security features:

5.1 Security Plan and Compliance

5.1.1 Vendor must include a system security plan.

5.1.2 As the application moves thru the stages of implementation, it must be subjected to and comply with National Institute Standards and Technology (NIST).

- 5.2 The 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 ID, date, time of logon/logout/timeout, and activity type (log in, log out, time out).
- 5.3 The 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.
- 5.4 The system must monitor and report any unauthorized access attempts to the system administrator.
- 5.5 The system must support multiple user account status options to minimally include: 'Inactive', 'Active', 'Locked', and 'Must change password upon next login'. System must provide an audit log of access changes.
- 5.6 The 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.
- 5.7 The system must allow users to change their own password after successfully logging into the application and enforce strong password functionality.
- 5.8 The system must allow the system administrator to restrict user account access. System must provide an audit log of access changes.
- 5.9 The vendor will provide system upgrades, patches and other changes to the application via a secure FTP site that can be accessed only by West Virginia technical staff to obtain appropriate files and documentation.
- 5.10 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 code provided by the vendor. West Virginia staff will not modify installation and/or configuration files provided by the vendor for either environment.
- Any configurations required for the system to be installed and to run on the West Virginia test/training and production databases will be documented by the vendor.
- 5.11 The vendor will provide "back out" procedures in the event a version of the application needs to be uninstalled by West Virginia staff.

- 5.12 The system must have the ability to provide for various levels of security and those security levels can be managed by BCF administrators.
- 5.13 The system must store all passwords in an industry standard encrypted format (www.csrc.nist.gov/publications).
- 5.14 The system must not use schema owner or privileged user to connect to the database.
- 5.15 The system must use least privilege (Industries Standard Language) to connect to database. The user utilized to connect to the database for configuring strong password parameters must not be the same user connecting to the database for other administrative processes and that must not be the same user connecting to the database for update, or the user connecting to the database for query.
- 5.16 The system should be tested to mitigate the Top 10 Most Dangerous Programming Errors. The standards are found on-line at <http://www.owasp.org/index.php/Topten>.
- 5.17 There must not be any SQL, either static or dynamic, executed on any web page. All queries, inserts and updates should be handled by passing parameters to stored procedures.

6.0 Technical Requirements

- 6.1 The vendor will ensure that the software program and database designed in response to this RFQ will be compatible with Windows 2008, Microsoft Office 2010, and the hardware and operating system in place by the Office of Technology.
- 6.2 Perpetual Licensing - The vendor hereby grants to the state an irrevocable, perpetual, non-exclusive, royalty-free, right and license to (i) use, copy, modify and create derivative works of the software solely for performing or supporting the state's business activities; (ii) permit state-authorized individuals, consultants, groups, agencies, and organizations to access and interact with the software through the system's internal and external interfaces, including without limitation, delivering data to and extracting data from the system; and (iii) demonstrate and perform the software for the public, including the state's constituents and other governmental entities. The license granted in the preceding sentence does not include the right by the state to (a) use or allow others to use the custom software described therein to commercially compete with the vendor or its subcontractors or (b) the right to transfer, license, or sublicense the custom software described therein to the government of any other state, or any locality thereof, or the United States Government.

The perpetual license grants the agency the right to use and access the software system indefinitely upon payment of the one-time licensing fees included in the cost of the system. The license shall allow multiple users to use/access the software concurrently/simultaneously. The license shall have no limitations on the number of users and the number of Central Process Unit (CPUs) (i.e., mainframes, servers, workstations, desktop PCs) and capacity/size of CPU on which the state agency

can operate the licensed software with no additional cost above the firm, fixed prices as specified in the initial cost.

- a. The unlimited perpetual license for all custom software shall allow for unlimited installation instances of the software on the chosen platform (i.e., development, test, integration, production, etc.) at no additional cost to the agency.
 - b. WVDHHR understands that fees may be required in order to receive software updates (which include enhancements, corrections, modifications, additions and later versions of the licensed product) and/or technical support. However, it remains the sole option of the state to purchase such service or to decline this service. If the state chooses to discontinue this service, the software would continue to be legally licensed for use.
 - c. Except as otherwise provided for herein: (a) The vendor shall have and retain all of its right, title and interest, including Intellectual Property Rights, in and to the vendor's software, custom software and vendor technology and (b) the state (or its other vendors or licensors, if applicable) shall have and retain all of its right, title and interest, including intellectual property rights, in and to the state intellectual property.
- 6.3 The software program must be web based and must be compliant with Internet Explorer 8.00 in IE 8.00 Mode (World Wide Web Consortium Standards), www.w3.org/standards.
- 6.4 The database must reside on the States Microsoft SQL Server.
- 6.5 Multiple installations on individual users' computers should not be required for this application.
- 6.6 No additional Departmental investment for hardware, server software and desktop software is expected.
- 6.7 WVDHHR computer network system is updated and modified regularly. The minimum software available:

Database: Microsoft SQL Server 2008, Cipher Strength 128-bit.
DHHR utilizes VeriSign Certificates.

Desktop: DHHR is currently using Windows XP. In the near future the agency is migrating to Windows 7 and Internet Explorer 8. The system must operate on Windows 7 or greater and Internet Explorer 8.0.

7.0 Responsibilities of the Bureau for Children and Families

- 7.1 Administrative support and guidance to the successful vendor. At the vendor's request provide clarification regarding any State, Department, or Bureau regulations and procedures.

- 7.2 Arrangements for meetings with integral State, other personnel and with the successful vendor after award for ongoing discussions and briefings with vendor personnel, as necessary and/or requested, in order to meet the requirements of this RFQ.
- 7.3 Provide computer workstations for user and administration training and testing.
- 7.4 Provide a State Project Manager to work with the vendor Project Manager.
- 7.5 Provide State BCF Staff for user requirement sessions and user acceptance testing.

PROCUREMENT TERMS

Vendor Registration: Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a Quotation, but the successful vendor must register and pay the fee prior to the award of an actual purchase order/contract.

Purchasing Affidavit: West Virginia State Code 5A-3-1-a-(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 Affidavit is attached to this request for Quotation which must be completed, signed, and returned. If bidding a joint Quotation, an Affidavit must be completed for both vendors.

Subcontracts Prohibited: The Successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written subcontracts for performance or work under the contract without written permission of the Department.

Compliance with Law and Regulations: Vendor shall pay any sales, use and 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 hereto shall be borne by the vendor. Vendor must be governed by the laws of the State of West Virginia. Vendor shall comply with all related federal and state laws and regulations.

Project Term: 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.

Invoices and Payments: Vendor shall submit detailed monthly invoices, in arrears, to the Bureau for Children and Families, Office of Finance and Administration for all services provided pursuant to the terms of the contract. The Bureau for Children and Families reserves the right to reject any or all invoices for which proper documentation

has not been provided. State law forbids payment of invoices prior to receipt of services.

Evaluation Process: Bids will be evaluated as to the lowest responsible bidder meeting specifications.

Workers' Compensation: Vendor is required to provide a certificate from workers' compensation if successful.

Insurance: Successful vendor shall furnish proof of commercial general liability insurance prior to issuance of contract, unless otherwise specified in bid documents, the minimum amount of insurance coverage required is \$250,000.

**EXHIBIT A
PRICING PAGE**

Required Development of Automated Economic Services Case Review System Pricing:

The vendor shall provide pricing for development of an automated Economic Services Case Review System and related staff training and training materials in accordance with the provisions and requirements of this RFQ. All costs associated with providing the requirement services shall be included in the stated price.

LINE Item	DESCRIPTION	Estimated Usage	UNIT PRICE	TOTAL PRICE
001	<i>Automated Web-based CRS Software one-time licensing fee.</i>	1	\$ ____/ea	
002	<i>Training (training shall include all travel expenses and training materials)</i>	14	\$ ____/per Half-Day Session	
003	<i>Software Update/Maintenance</i>	4	\$ ____/ea	
004	<i>System Maintenance/Technical Support Services</i>	1	\$ ____/annually	
005	<i>Training</i>	7	\$ ____/per day	
	GRAND TOTAL			

Vendor Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

RFQ Number: _____

Signature: _____

Date: _____

**** Award will be made to lowest vendor meeting specifications ****

EXHIBIT B
CURRENT/PRIOR EXPERIENCE

The vendor must copy and complete this form for each reference being submitted as demonstration of the vendor's current/prior experience.

Vendor Name : _____	
Reference Information (Current/Prior Services Performed For :)	
Name of Reference Company:	
Address of Reference Company ✓ Street Address ✓ City, State, Zip	
Reference Contact Person Information: ✓ Name ✓ Phone # ✓ E-mail Address	
Dates of Services:	
If service/contract has terminated, specify reason:	
Dollar Value of Services	
Description of Services Performed	

EXHIBIT B, Continued

EXPERTISE OF PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position: _____	
Name of Person:	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed. Include dates and documentation of completion:	
# of years experience in area of service proposed to provide:	
Describe person's relationship to vendor. If employee, # of years.	
Describe this person's responsibilities over the past 12 months.	
Identify specific information about experience in:	Clearly identify the experience, provide dates, describe the person's role and extent of involvement in the experience
✓ Child Support Programs	
✓ Automated Web-based Systems	
✓ Evaluation of Employee Performance	
Staffing Methodology	
Describe the person's planned duties/role proposed herein:	
Specify the approximate number of hours this person is proposed for services	

EXHIBIT: A (continued)**REGION I – 4/Three Hour Sessions**

Harrison County Office
633 West Pike Street
Clarksburg, WV 26302

Ohio County Office
407 Main Street
Wheeling, WV 26003

REGION II - 4/Three Hour Sessions

Kanawha County Office
4190 W. Washington Street
Charleston, WV 25313

REGION III - 2/Three Hour Sessions

Hardy County Office
#5 Robert C. Byrd Industrial Park
Moorefield, WV 26836

REGION IV - 4/Three Hour Sessions

Mercer County Office
200 Davis Street
Princeton, WV 26726

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 _____

State of West Virginia

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.

AGREEMENT ADDENDUM FOR SOFTWARE

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 provision 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. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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. *In such event, Agency will not be entitled to a refund of any software license, subscription of maintenance fees paid.*
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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

000024

ATTACHMENT
P.O.# BCF12046

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