



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
EDD359182

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
SHELLY MURRAY 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

DEPARTMENT OF EDUCATION
 BUILDING 6
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0330

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/28/2011				

BID OPENING DATE: **09/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 2 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED AT THE MANDATORY PRE-BID MEETING AND SUBMITTED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 08/10/2011.						
0001	1	LS		920-45		
SOFTWARE, MAINTENANCE, AND TRAINING						
EXHIBIT 10						
REQUISITION NO.: EDD359182						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						

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'

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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BID OPENING DATE: 09/08/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>----- END OF ADDENDUM NO. 2 -----</p>						

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1Q.	How many number of supervisors and crafts people?
1R.	If the question is concerning vendor personnel, I cannot answer. If the question is directed toward the users, there will be one supervisor per county and WVDE. The assumed average terminal users is two per county and five at WVDE, giving a projection of approximately 115 people having access at the terminals. The number of craft people for county users has no relationship to the project.
2Q.	Can you please let me know (license, county installation & start up, consultation online – 56 qty) what does the 56 qty represent?
2R.	55 counties and WVDE
3Q.	How many “individuals” will access the system? For example, will the entire staff/teachers at each school require access?
3R.	The individuals that will have access to the system shall be determined by the local supervisor. Staff/teachers at each school are not required access. Also, see related response to #1.
4Q.	In total, how many technicians, planners, administrators will be working on the system?
4R.	It is assumed that on the average there will be two people per county entering data. A projection of approximately 115 people will be entering/checking data. Also, please see related response to #1.
5Q.	Is cloud technology/hosted an option for this RFQ? Are they planning a paper-based process or is mobile technology a consideration?
5R.	It is the intent of the WVDE that the solution be internet based and vendor hosted. Statistical information (approximations) which may be helpful to bidders consists of the following: # of schools, 737; # of buildings, 1,100; and # of students, 282,000+. Furthermore, a paper-based process is not planned.
6Q.	Will inventory be managed at each individual site or will it be controlled by

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	the organization? Will parts be purchased through the system (i.e. when parts are depleted from the inventory)
6R.	Inventory for each user will be housed at vendor host. Each user will control own inventory. Parts will not be purchased through the system. However, the system shall notify the user when inventory is depleted.
7Q.	Is there an existing system? If so, what is it? Will any data be coming over to the new system (ie. spreadsheets, legacy system, etc..)? Are there maintenance standards to best practices that will need to be for the new system?
7R.	There is not a state-wide system. There is some limited data in some counties. There are approximately 8 to 10 counties that have some form of preventive maintenance software. It is anticipated that some data may be imported. Plans call for the establishment of minimum standards in certain areas. However, they are not determined at this time.
8Q.	Will on-site training be required at each county? Each school? Each RESA? It is stated that "individual training sessions will be held at each county location and the WVDE, Office of School Facilities".
8R.	There will be on-site training at each of the eight RESA. Training for each county and WVDE does not necessitate to be on-site. However, there may be on-site training for counties that cannot make the scheduled training sessions at the eight RESA locations. It is assumed that the majority of training will be on-line, video, etc. training sessions. Training is not required at each school. It is presumed that the on-line training and the intuitive nature of the program is sufficient to accommodate self-learning of the software operations.
9Q.	Can "comprehensive training of all system users" be further explained?
9R.	Comprehensive training for all users includes a clear, concise explanation of each aspect of the PM software program. Reasonable practice shall be afforded the user to demonstrate understanding of the system. Also, see related response to #8.
10Q.	"On-line consultation must be provided to the users, up to a maximum of

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	five sessions; for one (1) hour for each of the five sessions per county. Can you please provide more information on how you see this being delivered and how many people? Will each school have a person trained?
10R.	The maximum five one-hour on-line consultation is to be provided to each county and WVDE site. The number of consultation sessions will be determined by each county. It is not the intent to train a person at each school on the preventive maintenance software program. Also, see related response to #8.
11Q.	What is the time frame for completion for all 55 counties plus the Office of School Facilities?
11R.	Not to exceed three years from awarding of the contract.
12Q.	On the cost sheet, can an explanation be supplied for each Description, e.g. under Maintenance Fee, does this mean Software Maintenance which would include updates to the software?
12R.	Maintenance Fee means the annual cost of operation of the software system for each county and the WVDE. Yes, it includes updates during the contract period.
13Q.	Is the hardware a central server or 56 servers?
13R.	Central server with appropriate backup.
14Q.	Please advise who's responsible for populating data base?
14R.	Local county
15Q.	How many software licenses will be required?
15R.	This is dependent upon the vendor licensing practice. Also, please see related response to #1, #2 and #4.
16Q.	What are your expectations for rolling out this project? What is the priority?
16R.	The main priority is to roll out the project to each county that will meet their individual needs and circumstances. The goal is to improve county

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	<p>participation in preventive maintenance monitoring. Thus, it is anticipated that counties with existing systems buy into the system. However, the system will not be mandated to counties. The priority of areas of inclusion into the system is HVAC, safety protection and roofs. Others may be electrical, plumbing, playground equipment, etc.</p>