



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
 MCH12021

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH/MCH--MATERNAL CHILD HEALTH
 350 CAPITOL STREET, ROOM 427
 CHARLESTON, WV
 25301-3714 304-558-5388

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
06/27/2011						
BID OPENING DATE: 07/28/2011		BID OPENING TIME: 01:30PM				
LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-36		
DELIVERABLE #1 - CONCEPTUAL DESIGN DEVELOPMENT TO PROVIDE AN ADD-ON SYSTEM TO THE OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH'S CANCER SCREENING AND TRACKING SYSTEM (CAST) PER THE ATTACHED DETAILED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD..... AND EXTENDS FOR A PERIOD OF TEN(10) MONTHS 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, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. 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. 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						

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>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> <p>REV. 05/26/2009 INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/12/2011. 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>						

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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<p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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/FILE 22-----</p> <p>RFQ. NO.:-----MCH12021-----</p> <p>BID OPENING DATE:-----7/28/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

0002	1	EA		205-36		
	DELIVERABLE #2			- WRITTEN DESIGNS		
0003	1	EA		205-36		
	DELIVERABLE #3			- WISEWOMEN MODULE FOR CAST ADD-ON		
0004	1	EA		205-36		
	DELIVERABLE #4			- WISEWOMAN MDE GENERATION TOOL		

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0005	1	EA		205-36		
	DELIVERABLE #5			- WISEWOMAN ADD-ON SYSTEM		
0006	1	EA		205-36		
	DELIVERABLE #6			- D&T FUND ADD-ON SYSTEM		
0007	1	EA		205-36		
	DELIVERABLE #7			- WEB-BASED DATA ENTRY		
0008	1	EA		205-36		
	DELIVERABLE #8			- TRAINING AND INSTALLATION		
0009	1	EA		205-36		
	DELIVERABLE #9			- CAST SYSTEM USER MANUAL		

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0010	1	EA		205-36		
DELIVERABLE #10 - CAST SYSTEM TECHNICAL MANUAL						
***** THIS IS THE END OF RFQ MCH12021 ***** TOTAL:						

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SPECIFICATONS

The West Virginia Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Maternal, Child and Family Health (OMCFH) is seeking vendor quotations for providing an add-on data system to its Cancer Screening and Tracking System, better known as CaST.

CaST

CaST is provided by the Centers for Disease Control (CDC) for programs in the National Breast and Cervical Cancer Early Detection Programs (NBCCEDP) to offer a user friendly environment for data collection. It is designed for all levels of users, from novice to expert. It is compatible with Windows 98, NT, Me, 2000, XP and Vista and uses a standard Windows layout for its screens and menus. CaST allows users to track West Virginia Breast and Cervical Cancer Screening Program (WVBCCSP) participants throughout the duration of their medical care and collects information on screening and diagnostic procedures conducted for breast and cervical cancer. To assist in tracking WVBCCSP participants, CaST has the ability to generate reports, queries, and client/patient reminders. It also provides a means for reporting the Minimum Data Elements (MDEs) to CDC.

PURPOSE

While WV CaST 6.0 meets strict CDC reporting requirements, which are imperative for continued funding and documenting federally mandated performance measures, it does not address other WVBCCSP required functions. This add-on system will bridge the gap between federal requirements and day-to-day operational needs. It will record required information and provide web-based data entry capabilities for the West Virginia Breast and Cervical Cancer Diagnostic and Treatment (D&T) Fund, Well-Integrated Screening and Evaluation for Women across the Nation Program (WISEWOMAN), and reimbursement/financial data. The web-based enhancement will reduce paperwork, speed up reimbursement, and better meet the needs of healthcare providers that serve women within each of these programs. Additionally, this add-on system will allow CaST to be modified into a web-based application so that data entry on qualified breast and cervical cancer screening services provided to eligible WVBCCSP participants can be entered by the Program's statewide network of contracted healthcare providers.

BACKGROUND

OMCFH offers preventive health care and screening services through a community-based network of health care providers throughout West Virginia. WVBCCSP, which is housed within OMCFH's Division of Perinatal and Women's Health, is responsible for the oversight of direct services provided through the D&T Fund and WISEWOMAN, in addition to the breast and cervical cancer services it provides.

WVBCCSP is part of the NBCCEDP, which was authorized when U.S. Congress passed the Breast and Cervical Cancer Mortality Prevention Act of 1990, Public Law 101-354 and

reauthorized April 20, 2007. WVBCCSPP provides early detection, breast and cervical cancer screening, and referral services. These services include, but are not limited to patient education, pelvic examination, and referrals for mammography and other diagnostic services. These services are provided through a network of over 300 West Virginia healthcare agencies. The Program serves approximately 18,000 women annually and has enrolled more than 120,000 women. Since inception, the Program has provided more than 233,000 Pap tests, 228,000 clinical breast examinations, and 152,000 mammograms. The Program has also diagnosed more than 127 cases of invasive cervical cancer, 9,700 cervical intraepithelial neoplasia, and 836 cases of invasive breast cancer.

The D&T Fund was established by the 1996 West Virginia State Legislature. The Fund is designed to provide financial assistance for West Virginia women who are in need of diagnostic and/or treatment services for breast and cervical cancer, specifically women who meet certain income guidelines and do not have healthcare insurance. The Fund is administered through OMCFH and it provides services to approximately 1,000 women each year.

The WISEWOMAN Program is funded through a cooperative agreement with CDC. WISEWOMAN is an enhancement to WVBCCSPP and provides WVBCCSPP participants, ages 40 to 64 years, with preventive health services. These services include heart disease and stroke risk assessments, cardiovascular risk factors screening services (cholesterol, glucose, and blood pressure screenings), and lifestyle interventions. WISEWOMAN services are currently being offered in approximately thirty-three WVBCCSPP contracted West Virginia healthcare facilities.

Healthcare providers that offer the services provided by each of these three programs are reimbursed by OMCFH. These reimbursements must be tracked by the programs for a variety of reasons including for routine surveillance monitoring, development of clinical cost budgets, financial monitoring, validation of the federally funded monies, and completion of federal reports such as the NBCCEDP Cost Assessment Tool.

VENDOR REQUIREMENTS

Vendor will meet all of the following requirements:

1. Vendor will have a minimum of nine years experience working with CDC's NBCCEDP.
2. Vendor will have a minimum of eight years experience developing add-on data systems to CaST, including a minimum of eight years experience developing CaST add-on applications.
3. Vendor will not subcontract the work under this contract.

SOFTWARE REQUIREMENTS

1. CaST add-on system and all software/application codes will be the property of OMCFH upon delivery.

2. Codes will be open for modification by OMCFH or another vendor at a later date as deemed necessary by OMCFH.

SCOPE OF WORK

Vendor will develop a CaST add-on system that collects clinical data elements for the WISEWOMAN Program and D&T Fund. Vendor will also develop a financial data system module for tracking and processing reimbursements for WVCCSP, WISEWOMAN, and D&T Fund. Each of the add-on system modules will be developed as web-based applications so that data entry can occur at contracted provider sites. Additionally, vendor will replicate and modify the existing CaST data system into a web-based application that will be compatible with the desktop version of CaST and allow for entry of WVCCSP data at contracted provider sites.

DELIVERABLES AND COMPLETION TIMEFRAMES

DELIVERABLE #1 - CONCEPTUAL DESIGN DEVELOPMENT

Month 1:

Vendor will attend and participate in one, four-day conceptual design development session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the session. Vendor, key Program, and WV Information Technology staff will work together during the four-day session to develop a conceptual design for the project. While on-site at OMCFH, vendor will perform the following:

1. Assess current OMCFH owned-hardware and software for the project.
2. Review existing business practices and procedures.
3. Document requirements and determine modifications to be made to the CaSt system.
4. Work with key staff to collect information regarding problematic issues with the current CaST system.
5. Determine what is required to integrate the WISEWOMAN Program and D&T Fund.
6. Evaluate requirements for generating MDEs in accordance with CDC protocol for WISEWOMAN.
7. Discuss reporting needs with key staff to build reports into the CaST add-on system.

DELIVERABLE #2 – WRITTEN DESIGNS

Months 1 – 3:

Vendor will complete written designs for the following and provide copies to OMCFH for review and approval.

1. West Virginia specific CaST add-on reimbursement system
2. WISEWOMAN module for the CaST add-on system
3. WISEWOMAN MDE generation tool
4. D&T Fund module for the CaST add-on system

DELIVERABLE #3 - CaST SYSTEM MODIFICATION AND UPGRADE

Month 3:

Vendor will modify the WV CaST 6.0 system from an Access backend to an SQL server backend and upgrade it to the most current version of CaST. Vendor will migrate data from the current CaST system to the latest version of CaST.

DELIVERABLE #4 - CaST ADD-ON REIMBURSEMENT SYSTEM

Months 3 – 9

Vendor will use the written design to develop a West Virginia specific CaST add-on reimbursement system.

DELIVERABLE #5 - WISEWOMAN ADD-ON SYSTEM

Months 3 – 9:

Vendor will use the written design to:

1. Develop the WISEWOMAN module for the CaST add-on system
2. Conduct the integration of the WISEWOMAN module to the CaST add-on system
3. Develop an MDE file generation tool, which will allow Program to submit biannual MDEs to CDC in compliance with federal guidelines
4. Migrate data from current data system to new WISEWOMAN add-on system to meet program needs

DELIVERABLE #6 - D&T FUND ADD-ON SYSTEM

Months 3 – 9:

Vendor will use the written design to:

1. Develop the D&T Fund module for the CaST add-on system
2. Conduct the integration of the D&T Fund module to that CaST add-on system

DELIVERABLE #7 - WEB-BASED DATA ENTRY

Month 10:

Vendor will use the information gathered and documented during the conceptual design sessions to install and configure the Microsoft Access-based CaST add on modules in a web-accessible Citrix environment. Citrix server environment includes Citrix, SQL Server 2008, and Office 2007, which are provided by OMCFH for this project.

DELIVERABLE #8 – TRAINING AND INSTALLATION

Month 10:

Vendor will provide data system training for identified OMCFH program staff that, in turn, will use what they learn to train other users. Training will be provided by vendor in conjunction with on-site installation and configuration of the CaST add-on modules. Training and installation will be one, four-day session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the training and installation session.

Vendor will conduct training as follows:

1. Vendor will conduct training in a train-the-trainer format so that lead staff will be fully trained when project is complete and all upgrades and add-ons are installed.

2. Vendor will train lead staff to prepare them to train other users.

DELIVERABLE #9 - USER MANUAL DOCUMENTATION

Month 10:

Vendor will develop and provide OMCFH with a CaST add-on system User's Manual as an aid to be used by lead staff in training other users.

DELIVERABLE #10 - SYSTEM TECHNICAL DOCUMENTATION

Month 10:

Vendor will develop and provide OMCFH with a CaST add-on system Technical Manual. The manual will include the following:

1. Entity-Relationship Diagrams (ERDs)
2. Source code documentation
3. Installation instructions

INSURANCE REQUIREMENTS

Vendor, as an independent contractor, will be solely liable for the acts and omissions of its employees and agents. Vendor will maintain and furnish OMCFH proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the vendor, its agents and employees prior to the awarding of this contract. Said coverage will provide minimum coverage in the following amounts:

1. For bodily injury (including death): \$500,000.00 per person, a minimum of \$1,000,000.00 per occurrence
2. For property damage: a minimum of \$1,000,000 per occurrence
3. For professional liability: a minimum of \$1,000,000.00 per occurrence

WORKERS COMPENSATION REQUIREMENT

Vendor, as an independent contractor, will have and maintain Workers Compensation coverage for the life of the contract and will furnish OMCFH proof of coverage prior to the awarding of this contract.

BID REQUIREMENTS

Vendor will meet the following requirements for submitting a bid:

1. Vendor will complete, sign, and date the Bid Price Sheet provided with the understanding that the vendor submitting the lowest Total Bid Price that meets specifications will be awarded a contract. Vendor will not alter, modify or add information to the Bid Price Sheet.

2. Vendor will provide resumes for key staff assigned to this contract depicting the experience requirements outlined under "Vendor Requirements."

METHOD OF EVALUATION

OMCFH will use the Total Bid Price from the Bid Price Sheet to determine the low bid vendor and will award a contract. The winning bidder will be the one that submits the lowest total bid price and meets the requirements of these specifications.

LIFE OF CONTRACT

Contract will become effective upon the issuance of a purchase order and will extend for 10 (ten) months at which time vendor will have completed all deliverables.

INVOICES

Vendor will invoice OMCFH monthly in arrears for deliverables completed during the previous month. Invoices may not be submitted more than once a month. Line items on vendor's invoice will be based on deliverable language as it appears on the Bid Price Sheet.

MCH12021 - BID PRICE SHEET

DELIVERABLE	DUE DATE	USAGE	UNIT PRICE	TOTAL BID PRICE
DELIVERABLE #1 Conceptual Design Development: Vendor will attend and participate in one, four-day conceptual design development session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the session.	Month 1	1		
DELIVERABLE #2 Written Designs: Vendor will complete written designs for the following and provide copies to OMCFH for review and approval.				
1. West Virginia Specific CaST add-on reimbursement system.	Months 1 - 3	1		
2. WISEWOMAN module for the CaST add-on system	Months 1 - 3	1		
3. WISEWOMAN MDE generation tool	Months 1 - 3	1		
4. D&T Fund module for the CaST add-on system	Months 1 - 3	1		
DELIVERABLE #3 CaST System Modification Upgrade: Vendor will migrate data, and modify the WV CaST 6.0 system from an Access backend to an SQL server backend and upgrade it to the most current version of CaST.	Month 3	1		
DELIVERABLE #4 CaST Add-On Reimbursement System: Vendor will develop a West Virginia specific CaST add-on reimbursement system.	Months 3 - 9	1		
DELIVERABLE #5 WISEWOMAN Add-On System: Vendor will:	Months 3 - 9	1		
1. Develop the WISEWOMAN module for the CaST add-on system. 2. Conduct the integration of the WISEWOMAN module to the CaST add-on system. 3. Develop an MDE file generation tool, which will allow Program to submit biannual MDEs to CDC in compliance with federal guidelines. 4. Migrate data from current data system to new WISEWOMAN add-on system to meet program needs.				

DELIVERABLE #6 D & T Fund Add-On System: Vendor will: 1. Develop the D&T Fund module for the CaST add-on system. 2. Conduct the integration of the D&T Fund module to the CaST add-on system	Months 3 - 9	1		
DELIVERABLE #7 Web-Based Data Entry: Vendor will install and configure the Microsoft Access-based CaST add on modules in a web-accessible Citrix environment. Citrix server environment includes Citrix, SQL Server 2008, and Office 2007, which are provided by OMCFH for this project.	Month 10	1		
DELIVERABLE #8 Training and Installation: Vendor will provide data system training for identified OMCFH program staff. Training and installation will be one, four-day session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. Vendor will be responsible for all costs incurred for its staff attending the training and installation session.	Month 10	1		
DELIVERABLE #9 CaST System User Manual: Vendor will develop and provide OMCFH with a CaST add-on system User's Manual.	Month 10	1		
DELIVERABLE #10 CaST System Technical Manual: Vendor will develop and provide OMCFH with a CaST add-on system Technical Manual.	Month 10	1		
TOTAL BID PRICE				

Bidders will not alter, modify, or add information to this Bid Price Sheet.

Bidders must complete, sign, and date the vendor section below:

Vendor Name: _____

Phone: _____

Contact Person: _____
(Please Print)

Fax: _____

Authorized Representative: _____
(Please Print)

Email: _____

Authorized Representative Signature: _____

Date: _____

RFQ No. MCH 12021

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 exceeds 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.

ATTACHMENT
P.O.# MCH12021

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

Signature Date

Title

Title

Company Name

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

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 clause 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. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense 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. **ATTORNEY FEES** - 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.
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 hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
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: _____