



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 |
| TAX12008 |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| CONNIE HILL 304-558-2157 |

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

STATE TAX DIVISION
 INFORMATION TECHNOLOGY DIV
 1206 QUARRIER STREET
 CHARLESTON, WV
 25301-1725 304-558-8850

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|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 05/30/2012 | | | | |

BID OPENING DATE: 06/27/2012 BID OPENING TIME

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|--|------------|--------|
| THE STATE OF WEST VIRGINIA AND ITS AGENCY THE WEST VIRGINIA STATE TAX DIVISION REQUEST A QUOTE FOR A DOCUMENT MANAGEMENT IMAGING SYSTEM AND LICENSES PER THE ATTACHED SPECIFICATIONS. *****BID OPENING: JUNE 27, 2012 1:30 PM LOCATION: PURCHASING DIVISION, BUILDING #15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 | | | | | | |
| 0001 | 1 | LS | | TRACK | | |
| | | | | DOCUMENT MANAGEMENT IMAGING SYSTEM | | |
| | | | | SEE ATTACHED SPECIFICATIONS | | |
| 0002 | 20 | EA | | 099-00-01-001 | | |
| | | | | CONCURRENT LICENSES FOR CORRESPONDENCE MGMT SYSTEM | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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| SIGNATURE | TELEPHONE | DATE |
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.html 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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| SEE ATTACHED SPECIFICATIONS | | | | | | |
| INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 06/12/2012. 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: CONNIE HILL DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 E-MAIL: CONNIE.S.HILL@WV.GOV | | | | | | |
| CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. | | | | | | |
| 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.) | | | | | | |

BANKRUPTCY: IN THESEVENTYSEVENFORWARDINGANDCONTRACTOR FILES

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| <p>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. 01/17/2012</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> | | | | | | |

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| <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: CONNIE HILL/51</p> <p>RFQ. NO.: TAX12008</p> <p>BID OPENING DATE: JUNE 27, 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> <p>-----</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> | | | | | | |

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|--|----------|-----|----------|-------------|------------|--------|
| ***** THIS IS THE END OF RFQ TAX12008 ***** TOTAL: | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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GENERAL INFORMATION for the Request for Quotes for TAX12008:

Purpose: The West Virginia State Tax Division is requesting bids for a Document Management Imaging System. This Document Management Imaging System Must:

- Record and manage every contact and let the user respond quickly and easily
- Capture the history of every interaction in a single location
- Manage electronic records for fast and secure access
- Track all correspondence work flows such as citizen, congressional, and interdepartmental requests
- Secure records on a case-by-case sharing only the data the user chooses
- Accept web forms and unformatted e-mail automatically routes to appropriate staff, and generates e-mail responses, provide audit capabilities

Project: The Tax Department currently desires to have a document management system that will enhance the essential functionality to manage executive level correspondence and controlled documents, by providing effective search and management reporting capabilities, email notification capabilities, and access/security restrictions for a variety of sensitive actions and documents.

General Project Plan: It is anticipated that this project will occur in three phases.

Phase 1: The vendor will design and install the document imaging system in the Kanawha County (Charleston) offices at the Department of Revenue 1900 Kanawha Blvd. East, W-300 and the Tax Department 1001 Lee Street East, both of Charleston, WV. This system will house all incoming and outgoing correspondence such as interdepartmental, congressional, and taxpayer's requests. This system will be used to monitor all correspondence received from the Governor's Office, from interdepartmental agencies, as well as divisions within the Tax Department. With this capability, we will know exactly where each piece of correspondence is and what the history of the item has been every step of the way. This is very important to us when we are presented with an urgent taxpayer request or something similar in nature. This takes the guesswork out of an estimated completed date. The Executive Division will have the ability to see exactly where they are on a piece of correspondence with the workflow management tools and see exactly where they stand.

Phase 2: The Operations Division (1001 Lee Street East) scans all of the purchase orders onto their G drive and space on our servers has been running out due to this. With this system, we will migrate their data to the correspondence management system and relieve the burden of storing their data on our current servers and give them a long term solution to storing their data.

Phase 3: The Legal Division (1001 Lee Street East) will use this to host a law library. This will have the ability to store case records and other documents in the system and with advanced

search options are able to find exactly what they are looking for in seconds. The amount of data the attorneys deal with on a regular basis is staggering, but with this system they will be able to do advanced searching techniques and find what they are looking for in a matter of seconds. This will increase their efforts of reducing paper as well as prevent the opportunity for a dumpster dive breach. Each attorney will have access to this system.

At the discretion of the vendor, Phases 1 and 2 may occur at the same time, but it is not a requirement that they occur simultaneously. At the discretion of the vendor, Phases 2 and 3 may occur at the same time, but it is not a requirement that they occur simultaneously. However, all work required by this document shall be completed no later than October 31, 2012.

Vendor Registrations

The vendor shall be in good standing with the State of West Virginia and registered with the State Purchasing Division and the West Virginia Secretary of State's Office prior to award of a contract. The vendor should also be in good standing with the Unemployment & Workers Compensation & the Office of Insurance Commission.

Insurance Requirements:

Upon award, Vendor shall provide documentation of Workers Compensation and General Liability/Property Damage Insurance.

Proof of Adequate Coverage of General Commercial Liability & Property Damage Insurance (**State of West Virginia must be certificate holder and must be signed by an actual agency. Computer generated company signatures are not acceptable.**) Minimum of \$1,000,000.00 per occurrence

| Cost Sheet for TAX12008 | | | |
|--------------------------|---|-------------|------------|
| Pricing Structure | | | |
| Qty. | Description | Unit Cost | Total Cost |
| 50 users (20 concurrent) | Cost of licenses for the document management imaging system | \$ per user | |
| Lump sum | Cost of Customization of the document management imaging system | lump sum | |
| 10 | Cost of installation and training for end users | \$ per user | |
| Grand Total | | | |

Vendor will be awarded by lowest cost that meets all spec's.

ADDITIONAL OPTIONAL ITEMS – But not counted in bid amount.

| Qty. | Description | Unit Cost | Total Cost |
|--------|--|-----------|------------|
| 1 year | Cost of one-year maintenance after the first year expires – optional (not to be included in bidding award) | | |
| 5 each | Cost of additional licenses in bundles of five (5) -optional (not to be included in bidding award) | | |

Mandatory requirements - must check one box in each item

| # | Requirement | Meet Spec's | Does not meet |
|----|---|-------------|---------------|
| | Scanning / Indexing | | |
| A1 | Documents must be able to be scanned into the document management system from any standard scanner without specialized hardware | | |
| A2 | System must allow for multiple TWAIN scan stations with out requiring additional software. Scanning can be performed through a web browser | | |
| A3 | System must be able to accommodate high volume scanning and indexing | | |
| A4 | Must be able to input (scan) documents directly from a multi function display control panel into the DMIS system. | | |
| A5 | The DMIS must have the ability to convert existing static forms in to electronic forms that can be filled out locally as well as e-mailed. The completed electronic form must then have the ability to transfer the data automatically into the DMIS. | | |
| A6 | After locating documents, user may open, save, e-mail, fax, edit, check out, or delete them based on administrator defined privileges, all from a web browser. | | |
| A7 | The Ability to retrieve data from existing software packages on screen, and incorporate it directly into the DMIS by end users. | | |
| A8 | Scanning into the Document Management system must be available from multiple physical locations | | |
| A9 | System must be able to index on a variety of customizable attributes and search for/retrieve them by these attributes | | |

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| A10 | System must be able to index and search by custom fields, must be able to perform Full Text Searching, Boolean searching, Proximity Searching, Field-Based/Metadata Searching, Date-Range & Wildcard Searching, Folder-Level Browsing | | |
| A11 | System must allow modifications to the document index/metadata | | |
| A12 | System must be able to retrieve documents based on partial search criteria | | |
| A13 | System must be intuitive and easy to use requiring limited to no special training | | |
| A14 | System must not require special indexing or cover sheets for scanned documents | | |
| A15 | System must allow for two-sided scanning | | |
| A16 | System must be able to allow deletion of a document and replacement with another | | |
| A17 | System must allow documents to be referenced by a user entered name | | |
| A18 | System must provide the capability to annotate and/or add comments to a document | | |
| A19 | System must support color scanning | | |
| Workflow | | | |
| B1 | System must include an online workflow for document routing, approval and subsequent storage | | |
| B2 | System must provide message templates for E-mails | | |
| B3 | System must have a report function capable of showing the volume of correspondence received to each user group, time between responses, and correspondence that has not been answered | | |
| Forms Management Option | | | |
| C1 | System must have capability to create custom forms | | |
| C2 | System must be capable of prefiling online PDF-Forms with relevant data from databases | | |
| C3 | System must be capable of taking data from user input into online, PDF forms | | |
| C4 | System must be capable of routing completed online, PDF forms through a workflow tool for review and approvals | | |
| Security | | | |
| D1 | System must be SSL Compatible | | |
| D2 | System must have Document Permissions (View, Edit, Add, Delete, etc.) | | |
| D3 | System must provide admin rights to set each group's permissions | | |
| D4 | System must have ability to configure Session Timeouts | | |
| Technical | | | |
| E1 | System must operate in a Windows Server (2003/2008) environment | | |
| E2 | System must use MS SQL Server as it's database | | |
| E3 | Must be able to convert data in a timely manner. This conversion must be a proven ability. | | |
| Support | | | |
| F1 | Vendor must provide next business day support for troubleshooting and repair | | |

| | | | |
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| F2 | Devices must have the capability to auto-alert vendor with error codes/faults | | |
| F3 | Vendor must provide 24/7/365 USA support center | | |
| F4 | Vendor must provide Contextual Help Documentation | | |
| F5 | Vendor must provide Live-Chat Support | | |
| F6 | Vendor must provide training for users | | |
| | Vendor MEETS all Spec's | YES | NO |
| | | | |
| Date | Vendor's Name & Signature | Email Address | Phone # & Fax # |
| | | | |

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 or 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: _____

ATTACHMENT
P.O.# TAX12008

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

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.

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 _____