



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
 WWV11876

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

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WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED 07/21/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 08/03/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDEDNUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEE						
2) REPLACE PAGE 14 OF THE SPECIFICATIONS WITH ATTACHED REVISED PAGE.						
3) PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS.						
BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 2 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE _____ TELEPHONE _____ DATE _____

TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm 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).

SIGN IN SHEET

Request for Proposal No. WJV11876

PLEASE PRINT

Date: 7/14/11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>UNITED SOFTWARE GROUP INC</u> Rep: <u>ANJU VALLABHANI</u> Email Address: <u>ANJU@USGRPINC.COM</u>	<u>555 METRO PLACE NASH</u> <u>SHE 1609 DUBLIN OH 43017</u>	PHONE <u>614-791-3223</u> TOLL FREE FAX <u>866-764-1148</u>
Company: <u>WV Forensics</u> Rep: <u>Guy Misset</u> Email Address: <u>Guy.L.Misset@wv.gov</u>	<u>Bld 15</u> <u>Charleston WV</u>	PHONE <u>304-558-8802</u> TOLL FREE FAX
Company: <u>WV office of Technology</u> Rep: <u>Mark Chetzer</u> Email Address: <u>Mark.a.coetzor@wv.gov</u>	<u>Box 5</u> <u>Charleston WV</u>	PHONE <u>304 380 9164</u> TOLL FREE FAX
Company: <u>UNITED SOFTWARE GROUP</u> Rep: <u>J. SINGH</u> Email Address: <u>Jatinder@hmail.com</u>	<u>555 METRO PLACE NORTH</u> <u>STE 100,</u> <u>DUBLIN OH 43017</u>	PHONE <u>614-781-8223</u> TOLL FREE FAX
Company: <u>Carol S. Folkes USA</u> Rep: <u>Folkes & Associates</u> Email Address: <u>Carol@FolkesAssociates.com</u>		PHONE <u>(304) 345-1588</u> TOLL FREE FAX <u>(304) 345-1538</u>

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>Work Force WV</u>	<u>112 CA, AVE.</u>	PHONE <u>304-558-4046</u>	<u>2163</u>
Rep: <u>DAVID ADKINS C.C. 5705</u>	<u>CHAS, WV 25305</u>	TOLL FREE	
Email Address: <u>DAVID.F.ADKINS@WV.GOV</u>		FAX <u>304-558-1850</u>	
Company: <u>Workforce WV</u>	<u>112 California Ave.</u>	PHONE <u>304-558-4046</u>	<u>2011</u>
Rep: <u>Greg Keene CC 5705</u>	<u>Charleston, WV 25305</u>	TOLL FREE	
Email Address: <u>Greg.S.Keene@wv.gov</u>		FAX <u>304-558-1850</u>	
Company: <u>Workforce West Virginia</u>	<u>112 California Ave</u>	PHONE <u>304-558-4631</u>	
Rep: <u>Steve Sanson</u>	<u>Charleston, WV 25305</u>	TOLL FREE	
Email Address: <u>Steven.K.Sanson@wv.gov</u>		FAX <u>304-558-3512</u>	
Company: <u>Workforce West Virginia</u>	<u>112 California Ave.</u>	PHONE <u>304-558-2636</u>	<u>ext 3045</u>
Rep: <u>Melissa Blankenship</u>	<u>Charleston, WV 25305</u>	TOLL FREE	
Email Address: <u>Melissa.D.Blankenship@wv.gov</u>		FAX	
Company: <u>WorkForce WV</u>	<u>" "</u>	PHONE <u>304-558-2631</u>	
Rep: <u>Tammy J Cogan</u>		TOLL FREE	
Email Address: <u>Tammy.L.Cogan@wv.gov</u>		FAX <u>304-558-3512</u>	

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TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME MAILING ADDRESS

Company: <u>John K. Greese W</u>	<u>112 California Ave.</u>	PHONE
Rep: <u>Debra K. Morgan</u>		TOLL FREE
Email Address: <u>Debra.K.Morgan@us.gov</u>		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX
Company: _____		PHONE
Rep: _____		TOLL FREE
Email Address: _____		FAX

SECTION FOUR: EVALUATION AND AWARD

4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

A. Vendor Experience and References	10 Points Possible
B. Approach and Methodology	
1) Project Goals & Objectives (section 2.4, 2.4.1, 2.4.2)	30 Points Possible
2) Project Management Methodology (section 2.4.3)	10 Points Possible
3) Maintenance and Support (section 2.4.4)	10 Points Possible
C. Orals	10 Points Possible
D. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost will be scored by use of the following formula for all Vendors who attained the minimum acceptable score:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.2.1 **Technical Evaluation:** The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.

4.2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

4.2.3 **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

4.3 **Independent Price Determination:** A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

WV 11876 TECHNICAL QUESTION RESPONSES

- Q1. Does the state of WV host applications on Web Sphere Application server?
A 1. No, the Office of Technology at the State of West Virginia does not currently host application using Web Sphere.
- Q2. What browsers other than Internet Explorer does the application need to be compatible with?
A2. Internet Explorer is the current supported standard. Version 8 is currently deployed.
- Q3. Does the state of WV host reports to run on Business Object Enterprise server?
A3. No, the Office of Technology at the State of West Virginia does not currently host application using Business Object. The licensing of Crystal reports is at the desktop level at specific agencies.
- Q4. Does State of WV have licenses of Adobe RoboHelp?
A4. No, Adobe RoboHelp is not currently a licensed/supported product.
- Q5. Does the state of WV support LDAP and eDirectory?
A5. The Office of Technology supports LDAP. eDirectory is currently not a licensed/supported product.