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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 WWV12022

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AUL	REYNOL	_DS	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

RFQ COPY TYPE NAME/ADDRESS HERE 304-558-0468 WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE CHARLESTON, WV 25305-0112

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304-558-2631

DATE PRIN	TED	TER	MS OF SAI	E	SHIP \	/IA	F.O.B.	FREIGHT TERMS
05/22/	2012							
BID OPENING DATE:		05/31/	2012			BID	OPENING TIME 0	1:30PM
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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.
- 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).

ADDENDUM NO. 1

Amended specifications for WWV12022

Section 2.4.16 item #3

FROM: Ensure that the primary point of a contact for all calls concerning the system is the Vendor's Help Desk. The maximum acceptable downtime should not exceed the time agreed upon in the service level agreement (SLA) after the award of this contract. The following procedure should be followed for all problems being reported concerning the system:

TO: Ensure that the primary point of contact for all calls concerning the system is the Vendor's Help Desk. The maximum acceptable downtime related to items within the control of the vendor should not exceed 24 hours. The following procedure should be followed for all problems being reported concerning the system:

Section 2.5.1

FROM: 2.5.1 The vendor must have completed at least one US DOL SIDES/SEW implementation project within the past five (5) years which is similar in scope to the project for which this RFP is soliciting proposals.

TO: The vendor must have completed at least one US DOL SIDES/SEW project within the past five (5) years which is similar in or must currently be implementing a US DOL SIDES/SEW project which is similar in scope to the requirements of this RFP. If the vendor is currently implementing a similar project, the project must be on schedule to be completed by 9/30/12. The vendor must provide contact information for the completed or on-going project used as referenced.

ATTACHMENT B 2.5.1

FROM: The vendor must have completed at least one US DOL SIDES/SEW implementation project within the past five (5) years which is similar in scope to the project for which this RFP is soliciting proposals.

TO: The vendor must have completed at least one US DOL SIDES/SEW project within the past five (5) years which is similar in or must currently be implementing a US DOL SIDES/SEW project which is similar in scope to the requirements of this RFP. If the vendor is currently implementing a similar project, the project must be on schedule to be completed by 9/30/12. The vendor must provide contact information for the completed or on-going project used as referenced.

Technical Questions and Answers for WWV12022 SIDES/SEW

- Q 1. Appendices were not attached to the bid package.
- A 1. They were too lengthy and were referenced by link. In section 2.4.1 General Overview, there is a reference to the format of the export file being included in the appendices. This file format was not included and will be provided to the awarded vendor.
- Q.2 Maintenance renewal: when will it start?
- A 2. First year maintenance will begin upon expiration of any warranty provided for hardware/software connected with the SIDES/SEW implementation.
- Q 3. When will award be made? Can delivery date change?
- A 3. Award of the contract will be made as soon as possible. At the time of award, the delivery date is Fixed and cannot be changed unless it is changed by US DOL and WFWV via change order.
- Q 4. What is typical time for award? Does it go to Attorney General?
- A 4. Once the bids are opened, they will be evaluated by the WFWV evaluation committee who will process a recommendation to award and send to State Purchasing. Once the recommendation has been reviewed and accepted by State Purchasing the contract must be sent to the Attorney General's Office for approval as to form.

West Virginia Purchasing states that the standard process for award is three (3) months. However, WFWV staff will give this high priority once the bids are received in order to produce a quick turn around in the evaluation process.

- Q 5. Will this system integrate with the current legacy system?
- A 5. No this is a stand-alone system. The system will however receive an export file from the legacy system. Any integration with a legacy system is outside the scope of this project currently. This may be addressed sometime in the future with a possible Benefits/Tax/Appeals system re-write.

- Q6. Will the second phase of this project tie back to the benefit control operation and what is the piece that it ties back to?
- **A6.** The second phase of this project will not tie back to anything in our benefit control operation in relation to the legacy system. It will only be part of a paper file.
- Q7. What is expectation of user acceptance testing? Do we have a focus group?
- A7. WFWV will provide a team of users to conduct administrative testing with test data provided by the vendor. These users will test administrative, security and reporting functions of the system.
- Q 8. How long is being set aside for user testing?
- A.8 Two weeks will be set aside for user acceptance testing. This is in addition to the 13-week timeline for testing/certification provided by the National SIDES Team. This timeline has been attached. There will be two (2) phases of testing, (1) Internal and (2) ITSC Certification. This testing would be simultaneous.
- Q 9. Are vendors allowed to work on this remotely?
- A 9. During the development process the vendor will be allowed to work on this project remotely.
- Q 10. Are there any restrictions for partnering and subcontracting?
- A 10. The successful vendor is ultimately responsible for the implementation of the SIDES/SEW project being requested by WFWV, thus any work performed by subcontractors/partners becomes the responsibility of the vendor who receives any award from this RFP.
 - Vendor proposals should clearly state that the Vendor anticipates the use of subcontractors. The successful vendor should be aware of their responsibilities as they pertain to subcontractors found in Section 5.4 of the RFP. WFWV will waive our requirement of prior approval of the subcontractor.
- Q 11. Is there any additional information on the data center?
- A 11. The hardware provided by the successful vendor will be located in the third party room adjacent to the state's main data center. The third party room is located within Building 6

at 1900 Kanawha Blvd East, Charleston, WV 25305.

The third party room is operated much like any data center that leases space and provides power, including backup generator power, Internet connectivity, cooling, a raised floor, physical security, and floor space to accommodate equipment racks that house server and network equipment.

The successful vendor must complete requests for vendor's employees to obtain security clearance to access the third party room.

- Q 12. Do we have documents describing 3rd party room?
- A 12. Other than the information provided above, there is no documentation describing the capabilities of third party room.
- Q 13. Will WFWV be providing any equipment?
- A. 13 No. WFWV will not provide any of the equipment. The Vendor must supply all hardware/software, tools, accessories, and etc. to implement the proposed solution.
- Q 14. Web server? Do vendors assume that vendors bring in own web servers?
- A 14. Yes. The solution should be a standalone, self-contained web-enabled system.
- Q 15. Section 2.5.1 Would the State consider this mandatory requirement be met by a SIDES implementation that is currently on track and scheduled to be completely implemented by 9/30/12?
- A 15. Based upon the number of states that are currently implementing SIDES and the number of available qualified vendors, Section 2.5.1 has been amended to read as follows:

"The vendor must have completed at least one (1) US DOL SIDES/SEW project within the past five (5) years which is similar in scope, or must currently be implementing a US DOL SIDES/SEW project which is similar in scope to the requirements of this RFP. If the vendor is currently implementing a similar project, the project must be on schedule to be completed by 9/30/12. The vendor must provide contact information for the completed or on-going project used as reference.

- this mean that the State has already completed the As-Is Analysis? Also, the phases don't mention any integration with a legacy system. Is it correct to assume that integration with a legacy system is outside the scope of the State's Phases 1 and 2?
- A16. Due to the lack of funding and the time restraints placed upon this project, the State was not able to conduct an actual "As-Is Analysis" with the necessary documentation. It is correct to assume that there will be no integration with a legacy system at this point. Any integration with a legacy system is outside the scope of this project currently. This may be addressed sometime in the future.
- Q17. Could the State clarify if subcontracting is acceptable on this project?
- A 17. See response to question 10 above.
- Q18. Can we assume a "team' response will meet the requirements listed in the Mandatory Specification Checklist Attachment B?
- A18 See response to question 10 above.
- Q19. Section 2.4.6 of the RFP states, "the mail server to be used for outbound communications should be configurable via a configuration file or database field." Does this mean a mail server has to be a component of the solution or will the system be using an existing web server? And we'll only need to configure the attributes required to send an email (e.g. From, to, body, etc)?
- A19. A dedicated mail server is not required as part of the solution. The West of Technology (WVOT) uses a centralized mail server based on Microsoft Exchange. The SIDES application will be configured to send mail via this Exchange server.
- Q20. Section 2.4.9 Would WFWV be open to a cloud based solution using Microsoft's Azure platform?
- A20. WFWV will not entertain this type of solution at this time.
- Q21. Section 2.4.16 Is the intent of WFWV to outsource the support of the SIDES application on an ongoing basis, or does WV envision being able to support the application in-house?
 - **A21.** Upon expiration of warranty and maintenance requested in this RFP WFWV will evaluate our ability to support this application in-house. If it is decided that continued support should be outsourced, WFWV will bid out this service via current Purchasing rules and regulations..
- Q22. Section 2.4.16, please clarify what support (technical and/or help desk) will WFWV provide (if any) on an ongoing basis?

- A22. WorkForce expects that the vendor will supply this service as specified in Section 2.4.16. However, WorkForce and/or WVOT staff will be available to work with the vendor on technical issues that may arise outside of the vendor's control. For example, a network or power outage that affects the third party room would be handled by WVOT staff. WVOT does provide a 24x7x365 Service Desk to report such problems.
 - Q23. Section 2.4.20 Regarding hardware & software procurement. Would WFWV prefer vendor to purchase and charge back WFWV or does WFWV have a preferred vendor list to purchase the necessary hardware and software?
 - **A23.** WFWV wants the vendor to procure the hardware and software. The vendor should use HP branded servers and Microsoft whenever possible. The vendor needs to provide the specs on the hardware/software.
 - Q24. Does the development work need to be done onsite? Does it need to be done within the State of West Virginia?
 - A24. The development work can be done remotely.
 - Q25. Is the vendor responsible for the network topology of the system, meaning, is the database required to be a non-routable subnet behind the firewall, while the web servers are in a DMZ?
 - A25. After collaboration with WVOT, WorkForce has determined that the vendor will be responsible for securing the system with its own firewall and implementing standard security practices for web applications such as placing web servers in a DMZ and the database on a non-routable subnet. Vendor proposals should include a description of how the system will be architected to achieve a strong security posture.
 - Q26. Is the vendor responsible for network hardware such as firewalls and switches?
 - **A26.** Yes. The vendor is responsible for all network hardware needed to implement the solution including firewalls, routers, switches, etc. A description of all proposed hardware should be included within the bid proposal.
 - Additionally, the vendor should provide a standard 84 inch tall equipment rack suitable for housing all proposed equipment. Internet connectivity in the third party room will be provided on a 100Mb fiber connection.

- A27. Addendum out by Monday or Tuesday (May 21st or May 22nd).
- Q28. Price matrix Year 1 maintenance would be after the warranty.
- **A28.** First year maintenance will begin upon expiration of any warranty attached to hardware/software connected with the SIDES/SEW implementation
- Q29. Do we have a typical SLA agreement? What level of detail would the SLA be?
- A29. No, WFWV does not have a typical SLA agreement. Section 2.4.16 Item 3 of the RFP should be amended to read as follows: "Ensure that the primary point of contact for all calls concerning the system is the Vendor's Help Desk. The maximum acceptable downtime related to items within the control of the vendor should not exceed 24 hours."
- Q30. If not implemented by the due date, what happens? Would team reconsider looking at people already doing it?
- A30. Please see Section 5.10 of this RFP. According to West Virginia Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1,000.00 per day for failure to provide (deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines). This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy which the State or Agency may have legal cause for action.

PRE-BID CONFERENCE

SIGN IN SHEET

Request for Quotation Nun	nber: WWV	12022	Date:	5/17/2012 10:00		
Project Description:	INTER	INTERGRATED FRAMEWORK FOR STATE INFO DATA EXCHANGE SYST				
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Represenative Attending:	Robert Fernatt		Represenative Attending:	Tammy Cogar		
Phone Number:	304-SS8-2660		Phone Number:	304-558-2631		
Fax Number:	_	0	Fax Number:	Tanny. L. Cogar Dwu, god		
Email Address:	robert.c. fernatt (2,00.9a)	Email Address:	1 3		
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Represenative Attending:	Ronald Brothe	erton	Represenative Attending:	SteveSansom		
Phone Number:	304-558-40		Phone Number:			
Fax Number:			Fax Number:	304-558-263! Steven. K. Sanson Dwg-god		
Email Address:	ronald. 4. brotherton	@WV.90V	Email Address:			
Firm Name:	WORK FORCE WU	/	Firm Name:	WORKFORCE WV		
Firm Address:	112 CA. AVS		Firm Address:	112 CALIFORNIA AVE.		
	CHAS. WV 23	305		CHARESton, WV 25305		
Represenative Attending:	DAVID ADKINS		Represenative Attending:	Stacey Tully		
Phone Number:	304 558 4046	#2163	Phone Number:	304-558-2631		
Fax Number:	DAVID. J. AOKING	@WV.GOV	Fax Number:	304-558-2992-		
Email Address:			Email Address:	Stacey.m. Tully@wu.gov		

PRE-BID CONFERENCE

SIGN IN SHEET Request for Quotation Number: WWV12022 5/17/2012 10:00 Date: INTERGRATED FRAMEWORK FOR STATE INFO DATA EXCHANGE SYSTEM Project Description: PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION. Firm Name: Firm Name: Firm Address: Firm Address: 1079 CARTERET WV 25305 Bridgewater NJ 08807 Represenative Attending: Represenative Attending: Robert J. Yokavonus Phone Number: -3306 Phone Number: 908-230-5445 Fax Number: Fax Number: Janice. G. Vititoe @WV.gov Email Address: Email Address: Lobert Yordvonus DonfointTech, com Firm Name: West Virginia Work force Firm Name: Firm Address: Same Firm Address: Represenative Attending: eresa Smith Represenative Attending: Phone Number: 304-558-3309 Phone Number: Fax Number: Fax Number: Email Address: no o val @ 6 dfim Email Address: Firm Name: Firm Name: Firm Address: mitor mix KORL Firm Address:

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PRE-BID CONFERENCE

SIGN IN SHEET

Request for Quotation Num	mber: WWV12022	WWV12022		5/17/2012 10:00	
Project Description:	INTERGRATED FR	AM	EWORK FOR STAT	E INFO DATA EXCHANGE SYSTE	
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Firm Address:	245 Central Circle Swif 10		Firm Address:		
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Represenative Attending:	Richard Want Dut		Represenative Attending:		
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Email Address:	305-603-9933				
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Firm Address:	DiAmono Technologies 221 West 9th Street		Firm Address:		
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Phone Number:	410-299-0807		Phone Number:		
Fax Number:	443-276-4777		Fax Number:		
Email Address:	ndare@gentech.net		Email Address:		