



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Contract

Order Date: 07-16-2024

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0323 9612 WWV2400000004 1	Procurement Folder:	1159340
Document Name:	UNEMPLOYMENT EQUITY PROJECT	Reason for Modification:	Award of CRFP WWV2400000001
Document Description:	UNEMPLOYMENT EQUITY PROJECT		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-06-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-05-31

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000105404				Requestor Name:	Debra K Morgan
KPMG LLP				Requestor Phone:	(304) 558-2631
30 NORTH 3RD ST STE 200				Requestor Email:	debra.k.morgan@wv.gov
HARRISBURG		PA	17101		
US					
Vendor Contact Phone: 999-999-9999		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

2025

FILE LOCATION _____

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON WV 25305 US

7/23/24 GL

Purchasing Division's File Copy

Total Order Amount: \$1,436,130.00

TW 7/16/24

PURCHASING DIVISION AUTHORIZATION DATE: 7/22/24 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 7/25/24 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: 7-25-24 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

The vendor, KPMG LLP, agrees to enter into this contract with the agency, WorkForce West Virginia, (WVW), to establish a contract for services related to Bolstering WV's Fraud and Equity Programs per the Addendum to Vendor's Standard Contractual Forms, (WV-96), Vendor's additions, deletions and modifications to the WV State General Terms and Conditions, specifications, terms and conditions, Addendum_01 dated 08/28/2023, and the vendors submitted bid response dated 08/31/2023 all incorporated herein by reference and made apart hereof.

Effective Dates: 6/01/24 - 05/31/25

Renewals remaining: 1

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80000000	0.00000		0.000000	\$1,436,130.00
Service From	Service To	Manufacturer		Model No	
2024-06-01	2025-05-31				

Commodity Line Description: Unemployment Equity Expansion & Improvement of Data Collect

Extended Description:

As per Exhibit A Pricing Page

	Document Phase	Document Description	Page 3
WWW2400000004	Draft	UNEMPLOYMENT EQUITY PROJECT	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR PROPOSAL

**CRFP WWV2400000001
UNEMPLOYMENT EQUITY PROJECT**

STATE OF WEST VIRGINIA

ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

(WV-96)

Form begins on the next page.

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WORKFORCE WEST VIRGINIA

Vendor: KPMG LLP

Contract/Lease Number ("Contract"): CCT WWV2400000004

Commodity/Service: UNEMPLOYMENT EQUITY PROJECT

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia

By: Scott Adkins

Printed Name: Scott Adkins

Title: Army Commissioner

Date: 05-29-24

Vendor: KPMG, LLP

By: James H. Moore Jr.

Printed Name: James H. Moore, Jr.

Title: Principal

Date: 5/28/2024

REQUEST FOR PROPOSAL
CRFP WWV2400000001
UNEMPLOYMENT EQUITY PROJECT

VENDOR ASSUMPTIONS AND TERMS AND CONDITIONS

Additions, Deletions, and Modifications to Terms and Conditions begin on next page.

Assumptions and Terms and Conditions

KPMG's role is limited to providing the services and deliverables articulated in this proposal. In so doing, KPMG will have no contacts with legislative officials or employees at any level of government for any reason that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. In no event will KPMG undertake meetings with government officials on behalf of Workforce WV or otherwise appear in a public or private context that could be fairly interpreted as public policy advocacy, lobbying, or otherwise be perceived as impairing our objectivity or independence. In providing our services in general, KPMG professionals will take no view or cannot undertake any role that could be fairly interpreted as public policy advocacy and KPMG's work is not intended to be used as such or in that context. Deliverables will be client-branded or plain-paper and provided as holistic works to be read and interpreted only in their entirety

Additions, Deletions, and Modifications to Terms and Conditions

WV – CRFP-0323-WWV-2400000001 Unemployment Equity		
Page #	Citation	EXCEPTION / Requested Change
17	Section 3: General Terms and Conditions, 8. Insurance	<p>INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with <u>immediate 30-days'</u> notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.</p> <p>Vendor must maintain:</p> <p>Commercial General Liability Insurance in at least an amount of: 1 MILLION per occurrence.</p> <p>Automobile Liability Insurance in at least an amount of: _1_M_IL_L_lo_N per occurrence.</p> <p>Professional/Malpractice/Errors and Omission Insurance in at least an amount of: ____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.</p> <p>Commercial Crime and Third Party Fidelity Insurance In an amount of: __ per occurrence.</p> <p>Cyber Liability Insurance in an amount of: ____ per occurrence.</p> <p>-Builders Risk Insurance in an amount equal to 100% of the amount of the Contract-</p> <p>-Pollution Insurance in an amount of: ____ per occurrence.</p> <p>Aircraft Liability in an amount of: ____ per occurrence.</p> <p>WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request. ...</p>
19	Section 3: General Terms and Conditions, 24. Modifications	<p>24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding <u>without-unless such modification receives the</u> mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only) <u>and is incorporated as a written amendment by the Agency prior to the effective date of such modification.</u> Any</p>

		change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
19	Section 3: General Terms and Conditions, 27. Assignment	27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor <u>either party</u> without the <u>express prior</u> written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments <u>other party, such consent not to be unreasonably withheld, conditioned, or delayed. Any assignment, transfer or delegation in violation hereof shall be null and void.</u>
19	Section 3: General Terms and Conditions, 28. Warranty	1. WARRANTY: The Vendor expressly warrants that <u>services will be performed in accordance with applicable professional standards</u> the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship
21	Section 3: General Terms and Conditions, 35. Indemnification	35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws. <u>Notwithstanding the foregoing, Vendor's obligations under this section shall be subject to, and shall not exceed, Vendor's Limitation of Liability obligations.</u>
26	Section 3: General Terms and Conditions, 46. Additional Terms	<u>a. LIMITATION OF LIABILITY: Notwithstanding anything else in this Contract to the contrary, including all attachments, the liability of the Vendor on account of any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Contract or the services performed under the Contract shall be limited to the amount of fees paid to the Vendor under the Contract. The Vendor will not be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation, or tort (including but not limited to negligence) or otherwise.</u>

26	Section 3: General Terms and Conditions, 46. Additional Terms	<p><u>b. FORCE MAJEURE: Except for the obligation of a party to make payments required hereunder, neither party shall be responsible for any delay or failure in performance of any part of this Contract or the services contemplated by this Contract to the extent that such delay or failure is caused by reason of acts of God, wars, revolution, civil commotion, pandemic, epidemic, terrorism, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, malicious acts of third parties, or any other circumstances beyond the reasonable control of the nonperforming party (each a "Condition"). The delayed party shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the delayed party shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed promptly with the performance of their obligations under this Contract whenever such Condition is removed or ceases. If the Condition continues for more than ninety (90) days, then the party affected may terminate this Contract upon written notice to the delayed party.</u></p>
26	Section 3: General Terms and Conditions, 46. Additional Terms	<p><u>c. OWNERSHIP: Upon full and final payment to Contractor of fees owed under the Contract, Contractor (i) assigns to Client, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants Client a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with Client's internal use of the deliverables. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract or created, acquired, or licensed separately from the Contract, or created in performance of the Contract which are not specific to Client, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, Client agrees that nothing in this Contract prevents Contractor from using Residual Knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of the Services performed under the Contract.</u></p>

26	Section 3: General Terms and Conditions, 46. Additional Terms	<p><u>d. AUTHORIZED THIRD PARTIES: Contractor may engage member firms of the KPMG network of independent firms and/or affiliated third-party providers ("Contractor Resources"), which may be in or outside the United States, to assist in the performance of the services. Contractor remains responsible to Client for the performance of such Services, and adherence to obligations of confidentiality, by any Contractor Resources to the same extent Contractor is obligated under the terms of this Agreement. With the understanding that Contractor will remain responsible to Client for the Contractor Resources, Client acknowledges and agrees that the Contractor Resources will not be subject to flow-down terms set forth in the Contract. In addition, Client acknowledges and agrees that third party service providers ("Vendors") may have access to confidential information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. These Vendors may in the performance of such services have access to Client's confidential information. Contractor represents to Client that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures, and controls in place to protect Confidential Information of Client from unauthorized disclosure or use.</u></p>
26	Section 3: General Terms and Conditions, 46. Additional Terms	<p><u>e. USE OF TECHNOLOGIES: Contractor's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by Contractor Resources, notwithstanding other requirements of this contract. In addition, Contractor may license certain proprietary and third-party software tools ("Enabling Tools") for use by Client to facilitate the Services. All other use is prohibited. Client may not redistribute, reproduce (except as necessary to run), modify, commercialize, allow third parties to access (unless authorized by Contractor in writing), or reverse engineer or decompile (except where such rights cannot be limited by applicable law) Enabling Tools. Enabling Tools are not intended to be used as a system of record, repository, or hosting service, and Client access to the Deliverables and other documents will be removed from the Enabling Tools within a reasonable period of time following the conclusion of the engagement to which they relate. Client shall download such Deliverables and documents for its records. Client acknowledges that use of Enabling Tools may be used notwithstanding other requirements of this Contract, and may be subject to additional terms specified in an engagement letter or other agreement. Enabling Tools are provided on an "as is," "as available" basis.</u></p>

26	Section 3: General Terms and Conditions, 46. Additional Terms	<p><u>f. DISPUTES: The parties agree that any dispute or claim arising out of or relating to the Contract or the services provided thereunder shall first be submitted to nonbinding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within 90 days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude Vendor from filing a timely formal claim in accordance with applicable law provided, however, that Vendor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction.</u></p>
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REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

TABLE OF CONTENTS

- 1. Table of Contents**
- 2. Section 1: General Information and Instructions**
- 3. Section 2: Instructions to Vendors Submitting Bids**
- 4. Section 3: General Terms and Conditions**
- 5. Section 4: Project Specifications**
- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Certification and Signature Page**

SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for WorkForce West Virginia (hereinafter referred to as the "Agency") to improve unemployment claimant outreach and unemployment claimant communication, as well as expand and improve demographic data collection. See Attachment 1, the DOL Application, for a more detailed description of each of our Goals and Objectives outlined in Section 4.2.1.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

The contract will become effective upon award to the successful vendor and may include one optional renewal.

REQUEST FOR PROPOSAL

**CRFP WWV2400000001
Unemployment Equity Project**

SECTION 2: INSTRUCTIONS TO VENDOR SUBMITTING BIDS

Instructions begins on next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **Wednesday August 23, 2023 @ 3:00 p.m.**

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus zero (0) convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFP WWV2400000001

BID OPENING DATE: Wednesday August 30, 2023 *Technical* opening

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 08/30/2023 @ 1:30 p.m.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

REQUEST FOR PROPOSAL
CRFP WWV2400000001
Unemployment Equity Project

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to one (1) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1 MILLION per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1 MILLION per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

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9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) James H. Moore, Jr., Principal
(Address) 8350 Broad Street, Suite 900, McLean, VA 22102
(Phone Number) / (Fax Number) T: 703 286 8000 F: 703 286 8010
(Email address) jamesmoore@kpmg.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

KPMG LLP
(Company)
James H. Moore Jr.
(Signature of Authorized Representative)
James H. Moore, Jr., Principal
(Printed Name and Title of Authorized Representative) (Date)
301 919 9046
(Phone Number) (Fax Number)
jamesmoore@kpmg.com
(Email Address)

Revised 11/1/2022

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment: Unemployment claims are currently filed via the WorkForce WV Interactive Web Response (IWR) system at <https://uc.workforcewv.org/>. From this website, individuals can file initial unemployment claims for regular unemployment compensation, Trade Readjustment Allowance (TRA), and Short Time Compensation programs. Unemployed individuals can also use the IWR system to file weekly claims for regular unemployment and Short Time Compensation, update their benefit payment method, view limited information about their claim, and change their contact information. The IWR system is maintained by a vendor contracted by WorkForce WV. All claims filed are processed by a legacy mainframe system, the Automated Benefit Payment System (ABPS). The ABPS system is where claims are processed and claim information is housed, where staff make changes to claim information, and is the system which processes and issues payments. Most individuals who apply for unemployment benefits must register for employment services using the MACC system. The ABPS and MACC are maintained by WorkForce WV staff. The successful bidder must coordinate with the internal programming team throughout project implementation.

4.2. Project Goals and Mandatory Requirements: Through this RFP, the agency aims to improve equity through improving claimant communication and outreach, expanding and improving collection of demographic data, and measuring delivery of benefits and claimants experience. Claimant outreach will be improved to target and reach underrepresented populations. Demographic data collection will then be improved to determine unemployment inequality patterns and trends. Simplification of communications and targeted outreach campaigns will reduce perceived access barriers. Measuring the delivery of claimant experience, which will include the incorporation of behavioral science and/or human-centered design, journey mapping and modeling technology to identify claimant and employer pain points, will lead to higher rates of customer satisfaction and therefore claim accessibility. Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1. Goals and Objectives – The project goals and objectives are listed below.

4.2.1.1 Expanding and Improving Collection of Demographic Data by developing a communication strategy to disclose the significance, use, and protection of demographic data, training WorkForce WV staff on data collection, and modifying WorkForce WV UC system Interface as it relates to data collection.

4.2.1.2 Improve Claimant Outreach by identifying gaps of service to underserved populations and remove recognized barriers such as language, transportation, disabilities, etc. through individualized targeted strategies for each underserved group.

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

4.2.1.3 Improve Claimant Communication by removing industry jargon from all platforms utilized by claimants and replacing it with simplified language that is understandable to everyone accessing UC services.

4.2.1.4 Measure Delivery of Benefits and Claimants Experience to improve service delivery and timeliness of submittals and determinations.

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor shall describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 Expanding and Improving Collection of Demographic Data: WorkForce West Virginia's overarching approach is to engage in targeted outreach to workers in different communities that may historically experience barriers to access or have been underserved by the program. WorkForce West Virginia's intent is to address claimants' issues in navigating the application process, including mitigating the effects of the "digital divide" (i.e., assisting claimants with technology issues or concerns in navigating online application systems).

The Vendor must focus on the below strategies to increase demographic data completeness, with increased focus on individuals within rural and marginalized communities, in the UC process. This must be approached with the understanding UC claimants in rural and marginalized communities may be sensitive about answering questions about their race/ethnicity or preferred language or disability because of concerns about discrimination.

Develop a communication strategy focused on the importance of demographic data collection, addressing concerns about collecting this data, and providing enrollees information specifically on:

How are demographic data used and NOT used? (e.g., can the information be used to enforce immigration laws)

The state's privacy policy

Who has access to data and how is the data protected?

Where are the results reported?

Train WorkForce WV staff on data collection

Develop trainings, role playing, talking points, and fact sheets that address key questions about demographic data collection broadly

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

Make claimants discussions about demographic data part of the formalized workflow

Modify WorkForce WV UC system Interface

As required, all states must accept UC applications via multiple modes including in person, mail, telephone, and online. To increase the collection of demographic data through online UC platforms:

Include hyperlinks to text, explaining the importance of collecting demographic data and how the information will be used in online forms/applications

Use Behavioral Science research-tested messages to explain the value of collecting race, ethnicity, and language data

Increase opportunities for claimants to provide the data for collection if data is missing

Prompt near the end of the application

Prompt when a claimant logs into their account (e.g., when they log in to certify)

Send special email reminder to complete this information a short time after initial claims or during certification

Develop process to collect the data

4.2.2.2 Improve Claimant Communication and Outreach: Targeted outreach campaigns are needed to improve and increase a cross section of applicants that represent the State's demographics, focused on individuals in rural areas and marginalized communities. Outreach to equity programs is not one-size fits all and must be tailored to be citizen centric and improve the claimant experience with WorkForce West Virginia identifying the following:

Vendors must leverage both administrative and publicly available data to identify population gaps and compare them to UC claimants.

Vendors must develop strategies to prioritize targeted groups and identify the most effective outreach methods for individuals in rural areas and marginalized communities.

Outreach campaigns must differ based on each sub-population. From events, to simplified online application, to multilingual call center support, to text message and mobile application support.

The vendor must approach UC Equitable outreach through targeted populations. Examples of targeted populations may include claimants with language barriers, transportation barriers, or disabilities. The goal of proactive population outreach is to ensure that the population is aware of and accesses services. To achieve these goals, outreach activities must build on local data and priority setting. Providers must be supported by accessible technologies and facilities, referrals, training, and supportive staff. The key questions when implementing population outreach activities will be: 1) which claimants, 2) which services, and 3) by whom.

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

4.2.2.3 Measure Delivery of Benefits and Claimants Experience: The Vendor will develop a process reengineering for faster resolution of eligibility determinations, incorporate behavioral science and/or human-centered design into program operations, automate the password reset process, or expand hours and other capacity for call center operations. The vendor may use behavioral science to identify new insights into better service delivery, focused on individuals in rural and marginalized communities. The goal of this effort is to gain a better understanding of the claimants' perception of claims process and engineer service encounters to enhance the claimants' experiences during the claim process as well as their recollections of the process after it is completed. Incorporate behavioral science and/or human-centered design. Vendor must research and implement strategies to gauge and increase customer satisfaction.

Build journey mapping/modeling

A customer journey map is a visual representation of the claimant's journey, including all communication and services the claimant has received. The vendor must develop a customer journey mapping system to provide an all-inclusive view of customer service provided to an individual.

Develop a process conducive to quicker claims processing, with the support of WorkForce WV staff.

- 4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor shall describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Experience with unemployment benefit systems.

4.3.1.2. Experience working with state agencies and/or USDOL.

4.3.1.3. Experience with mainframe systems

4.3.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1. Successful unemployment system transformation projects

4.3.2.2. Staff with backgrounds in policy implementation and analytics.

SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2. Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3. Table of Contents: Clearly identify the material by section and page number.

5.3.4. Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division prior to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 20 Points Possible
- Approach & Methodology to Compliance with
Mandatory Project Requirements (§ 4.2.2) 20 Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) 20 Points Possible
- Exceeding Mandatory Qualification/Experience
Requirements (§ 4.3.2) 10 Points Possible

Total Technical Score: **70 Points Possible**

Total Cost Score: **30 Points Possible**

Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score ("MAS"): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Cost Bid Opening: The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000
Proposal 2 Cost is \$1,100,000
Points Allocated to Cost Proposal is 30

Proposal 1: $\text{Step 1} - \$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$

REQUEST FOR PROPOSAL

CRFP WWV2400000001

Unemployment Equity Project

Step 2 – 1 X 30 = Total Cost Score of 30

Proposal 2: Step 1– \$1,000,000 / \$1,100,000 = Cost Score Percentage of 0.909091 (90.9091%)

Step 2 – 0.909091 X 30 = Total Cost Score of 27.27273

- 6.8. **Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

KPMG LLP

(Company)

James H. Moore, Jr., Principal

(Representative Name, Title)

301 919 9046

(Contact Phone/Fax Number)

September 6, 2023

(Date)

Revised 07/01/2021

REQUEST FOR PROPOSAL
CRFP WWV2400000001
Unemployment Equity Project

Attachment 1:

Equity Grant Application (Sections 1 – 4)

Information begins on next page.

Attachement 1

Equity Grant Application – 1 (Demographic Data)

Name of Project

Expanding and Improving Collection of Demographic Data

Project Description

WorkForce WV will develop strategies to expand and improve the collection of demographic data. This activity will be vital to tracking and assessing the key performance indicators of equity in the unemployment compensation program. While the Workforce of West Virginia collects administrative data for the UI program; there is room for improvements in the data collection strategies and analysis of the existing administrative data and leveraging publicly available data to reveal to identify meaningful UI inequality patterns and trends. WorkForce WV would use these expanded and more robust data to inform decision making strategies for improving equity among UI claimants in the state.

Strategic Design:

WorkForce WV will utilize demographic data captured to enhance claimant experience, outreach approach, etc. Workforce WV will deploy a careful approach to improve the robustness of the demographic data that is being collected today. Workforce WV will also specifically compile demographic data for residents comprising each of the categories of the traditionally underserved. Individuals included in the potentially disadvantaged: the elderly (those 65 and older); minorities; persons in poverty; educational attainment; the disabled; households with no vehicles; and those who speak English "less than very well."

WorkForce WV will increase demographic data completeness in its UC program. UC claimants may be sensitive about answering questions about their race/ethnicity, preferred language, or disability because of concerns about discrimination. Below are approaches WorkForce WV will leverage to facilitate collecting demographic data:

- 1) **Conduct Voice of the Claimant outreach** to ask the claimant community, and community leaders, for their input about how to best collect this information. In adopting this strategy, WorkForce WV will ensure that the survey provided to the listed stakeholders is available through different platforms, widely accessible by the claimant population, and provides insight to the importance of the data collection efforts.
- 2) **Develop a communication channel data strategy** focused on the importance of demographic data collection, addressing concerns about collecting this data, and providing enrollees information specifically on:
 - How are demographic data used and NOT used? (e.g., can the information be used to enforce immigration laws)
 - The state's privacy policy
 - Who has access to data and how is the data protected?
 - Where are results reported?

3) Train WorkForce WV staff on data collection

- Develop trainings, role playing, talking points, and fact sheets that address key questions about demographic data collection broadly
- Make claimants discussions about demographic data part of the formalized workflow

4) Modify WorkForce WV UC system Interface

As required, all states must accept UC applications via multiple modes including in person, mail, telephone, and online. To increase the collection of demographic data through our online UC platforms, Workforce WV proposes employing the below steps:

- Include hyperlinks to text, explaining the importance of collecting demographic data and how the information will be used in online forms/applications
- Use Behavioral Science research-tested messages to explain the value of collecting race, ethnicity, and language data
- Increase opportunities for claimants to provide the data for collection if data is missing
- Prompt near the end of the application
- Prompt when a claimant logs into their account (e.g., when they log in to certify)
- Send special email reminder to complete this information a short time after initial claims or during certification
- Develop mobile Apps to collect the data and optimize the existing platforms for mobile device usage

5) Expand Administrative Data Collection: Workforce WV will provide an online survey, which will be mobile enabled to capture additional demographic data either during initial claims or weekly certification.

6) Leverage Alternative Data Sources: Workforce WV collects administrative data from other state agencies and publicly available data through curated datasets (i.e. Bureau of Labor Statistics and the US Census). These curated data will be used to serve as a baseline to better understand the demographic distribution in the state and to identify any underrepresented population not applying for benefits. For example, if the unemployment rate for population X is 25 percent and only 5 percent are receiving benefits, this will signal to Workforce WV that additional outreach and strategies are needed to further improve the service for that population. Leveraging other data is not without challenges and might be best approached initially as a pilot initiative. For example, data use agreements take time to execute and data linking can face technical challenges and take up scarce analyst time. Also, data from other sources often has similar issues related to quality and completeness or different issues. Potential data sources that will be stored in a centralized database might include:

- Vital records data
- Data from other WV state agencies

Outcome Metric Demonstrating Improvements Expected in UI Operations:

Analyzing this data can help give Workforce WV additional insight to operate our UI program in the most equitable way possible. With the right custom data collection solution in place, we'll not only be able to collect the data most relevant to ensuring equity, but we'll also be able to clearly analyze it to improve your claims workflow. The key outcome metrics for the data collection efforts are closely tied to other strategies that Workforce WV is employing to ensure equitable access to UI benefits. The outcomes from these data collection and analyses efforts would provide data to inform where communication outreach should be targeted, how to improve accessibility for underserved populations, how to improve language barriers, etc.

In order to ensure that there are improvements in the data collection efforts, Workforce WV will track certain key performance indicators. For example:

- Having access to real-time information and the number of additional data sources that are linked to Workforce WV administrative data
- Transparency of the information is invaluable, and we will generate reports and analyses based on existing data and new data to inform improved equitable access efforts
- Number of new data elements collected
- Number of staff trained on new data collection methods
- Better integration and sharing of race, ethnicity, and language data within and across workforce development entities
- Reduced fragmentation of data flow and removal of silos of data collection

UI Equity Grant Application – 2 (Comms & Outreach)

Name of Project

Improve Claimant Communication and Outreach

Project Description

WorkForce WV will consider and execute strategies to target and reach underrepresented populations (leveraging data analysis from proposal 1 - Demographic Data Collection Process). WorkForce WV communications will be simplified and not difficult to comprehend to help underserved citizens gain access to UC benefits. Targeted outreach campaigns are needed to improve and increase the cross-section of applicants that represent the State's demographics. Outreach to equity programs is not one-size fits all and must be tailored to be citizen centric and designed to reduce perceived access barriers for West Virginia citizens to access UI benefits.

Outcome Metric Demonstrating Improvements Expected in UI Operations:

The pandemic and the related shutdown of many systems further exacerbated the experience of marginalization for many communities. While Workforce WV is experimenting with ways of reaching, engaging, and supporting marginalized communities, we strongly believe that the proposed activities in this grant request provide a viable way forward. Our team is consistently identifying and tracking resources and determining how to communicate emergent information and services efficiently and effectively to our claimants. All proposed projects are designed to provide equity as a primary guiding principle. Our initial steps will be to estimate the number of potentially eligible people who are not being served: not only numbers, but demographics. Our approach includes:

1. **Assess current communications** to determine reading grade level and 508 compliance of current communications, identify gaps, and prioritize areas for improvement (i.e., website, collateral, electronic billboards, Legislative channels, etc.)
2. **Develop communications strategy and plan** that clearly communicates overarching approach, priority target audiences, and the list of activities required to meet the equity and access requirements. The plan will include dates for completion to include Public Affairs reviews and approvals.
3. **Implement communications improvements** to develop and roll out communications incrementally using agile and change management principles. Pilot improvements with new targeted populations and measure success and application conversion prior to full rollout.
4. **Develop communications equity and sustainment plan** to embed capabilities within WorkForce WV. This will include providing knowledge transfer sessions and training for WorkForce WV staff on how to operationalize the new processes and how to apply equity principles and guidance within all WorkForce WV's communications going forward.

We will leverage both administrative and publicly available data to identify population gaps and compare to UC claimants. WorkForce WV will develop strategies to prioritize targeted groups and

identify the most effective outreach methods for each group. Our top 5 languages are Spanish, Vietnamese, French, German, and Persian, however, our approach will include equity outreach beyond language to cover literacy and other overlooked factors. Outreach campaigns will differ based on each sub-population. From in person community ambassadors and events, to simplified online application, to multi-lingual call center support, to text message and mobile application support

– these are a few strategies we will test to expand outreach beyond the current capabilities.

Our approach to outreach begins through targeting or stratifying a segment of the targeted. Some of these segments may include claimants with language barriers, transportation barriers, or disabilities. The goal of our proactive population outreach is to ensure that the population is aware of and accesses services. In order to achieve these goals, outreach activities must build on local data and priority setting and providers must be supported by accessible technologies and facilities, referrals, training, and supportive staff. The key questions when implementing population outreach activities are: 1) which claimants, 2) which services, and 3) by whom.

The overarching approach is to engage in targeted outreach to workers in different communities that may historically experience barriers to access or have been underserved by the program. We will incorporate a function to help claimants navigate the application process, including mitigating the effects of the “digital divide” (i.e., assisting claimants with technology issues or concerns in navigating online application systems).

Ultimately, our goal is to define the process and system’s limitations and inequities before we tackle them. This information will be used to establish meaningful metrics that will find those that should qualify but are not applying, along with sentiment analysis as to why these populations are not applying to establish targeted action plans. The goal is to increase intake rate and applicant success across the state to make access to UI benefits and workforce programs more universal to help create a more equitable post-pandemic economic recovery. In order to do this, we must receive robust support from USDOL to meet the needs of our claimants, especially those from marginalized communities.

Outcome Measure	Note/Possible Intervention – Claimant Communications
Average reading level of communications material, by language	Ensuring that materials that are provided online and created for claimants are in plain language and easily accessible by most people. DOL encourages vital documents to be written at an 8 th grade reading level.
Percent of communication materials that are 508 compliant	Ensuring that the website is accessible to claimants with disabilities.
Readability of communication materials	Materials with Flesche Reading Ease Test score reaching 60.
Percent of communication materials that are translated	Ensuring that most of WV’s population can find vital information in the native language they speak. Interpretation services are required for languages spoken by over 500 residents in the State. According to WORKFORCE WV, seven languages meet this threshold.
Number of languages that vital communication materials are translated to	Ensuring that most of WV’s population can find vital information in the native language they speak. Interpretation services are required for languages spoken by over 500 residents in the State. According to EPE, the top five languages or language groups spoken by English Language Learners in West Virginia are Spanish, Vietnamese, French, German, and Persian.
Live chat (Chatbot) usage statistics	Implementing a Chatbot on the website to provide live responses to claimants.

Conversion rate (i.e., percent of people who file a claim within X days of accessing site resources, based on either first- or last-touch)	Ensuring that the harder-to-reach target groups can apply for benefits and/or appeals as easily as their counterparts in the majority groups.
Track interactions leading up to filing a claim	Ensuring that the harder-to-reach target groups can apply for benefits and/or appeals as easily as their counterparts in the majority groups. Comparing the ratio of website hits to resource downloads to claims filed across target groups.
Measuring the usefulness of webpages and communications	Each webpage and/or email could have a quick one questions survey that asks if the information provided is useful (Y/N). Reporting on the percentage of claimants that hit “yes” before exiting the webpage.
Outcome Measure	Note/Possible Intervention – Outreach
Number of attendees at event (sign ups/check ins at event)	In-person events/info sessions organized to disseminate information about the benefits application process and/or to provide support for claimants.
Number of hits on the website (links clicked, document downloads)	Increasing information needed by claimants on the website and through claimant portals to increase self-service.
Email portal-response time	Ensuring that emails sent through the portal are responded to in a timely manner. This could include responding with standard language containing FAQs and tracking if further action is needed on average.
Number of social media posts and engagement	Social media is a great way to increase program awareness. Quantitative measures can capture positive comments and likes on a post.
Email portal – resolution rate	Reducing the number of email exchanges before a problem is resolved. This could include the average number of emails exchanged or total time necessary before a problem is resolved.
Email engagement (opens, links clicked etc.)	Sending newsletters to at a certain cadence (weekly/monthly) to disseminate information about the UI programs and to communicate changes. Measures can include: <ol style="list-style-type: none"> 1. Number of emails sent 2. Number of emails opened 3. Number of opt-out (should be low)
Number of the means of communication with Workforce	Evaluate and streamline the ways that claimants can communicate with WorkForce WV staff.
Social Media Responses	Employing social media to communicate with claimants regularly.
Call Center volume	Ensuring that the communications on the website, emails, and social media are sufficient, so claimants can address issues independently where possible and Call Center is reserved for issues requiring personalized assistance.
Call Center volume by issues	Monitoring the types of issues that are brought up in the Call Center. Claimants who prefer to speak to a representative about issues for example vs. communications not being clear or sufficient to provide vital information.

UI Equity Grant Application – Project 3 (CX)

Name of Project

Measure Delivery of Benefits and Claimants Experience

Project Description

WorkForce WV will develop a process reengineering for faster resolution of eligibility determinations, incorporate behavioral science and/or human-centered design into program operations, and evaluate and modernize processes to include call center operations.

WorkForce WV will use behavioral science to identify new insights into better service delivery. Using the five operating principles from behavioral-science research. “First, finish strong: the ending is far more important than the beginning of an encounter because it's what remains in the customer's memory. Second, get the bad experiences out of the way early: in a series of events, people prefer to have undesirable events come first and to have desirable events come last. Third, segment the pleasure, combine the pain: since experiences seem longer when they are broken into segments, it's best to combine all the boring or unpleasant steps of a process into one. Fourth, build commitment through choice: people are happier when they believe they have some control over a process, particularly an uncomfortable one. And fifth, give people rituals and stick to them: most service-encounter designers don't realize just how ritualistic people are”.

The goal of this effort is to gain a better understanding of the claimants' perception of the claims process and engineer our service encounters to enhance the claimants' experiences during the claim process as well as their recollections of the process after it is completed. To accomplish we will also:

- Modernize planning of programs and processes to transform the customer experience: solutions to transform the customer experience of applying for and receiving UI benefits;
- Focus on immediately processing claims: expediting the process and reducing wait time; and
- Establishing a to-be framework, processes, and requirements to future proof WorkForce WV UI operations

WorkForce WV will build journey mapping and modeling technology to identify claimant and employer pain points and areas to improve overall customer service and user experience. A customer journey map is a visual representation of the claimant's journey, including all communication and services the claimant has received through WorkForce WV. It helps to tell the story of the claimant's end-to-end experience working with the agency through the life of a claim from their perspective. Having a journey map for each claimant allows for seamless, consistent customer service even when the claimant is using multiple communication channels. It differs from internal process and operational documents. Journey mapping is not autoadjudication. The goal is to refocus internal processes to bridge the gap to improve the claimant's overall journey.

Customer satisfaction can lead to a more equitable system through increased access and simplification of intake processes. WorkForce WV can increase equity as processes are not perceived as intimidating and complicated to the targeted underserved population. We find that due to the complexity, those who can benefit most from UI benefits choose not to apply or complete the application process once initiated. Identifying customer satisfaction opportunities and ways to reimagine old processes can help claimants have a positive WorkForce WV experience regardless of the life circumstances that caused them to apply for UI.

Strategic Design:

The goal of this effort is to gain a better understanding of the claimants' perception of claims process and engineer our service encounters to enhance the claimants' experiences during the claim process as well as their recollections of the process after it is completed. To accomplish we will also:

- Modernization of operating models and business processes to transform the customer experience and provide solutions to transform the customer experience of applying for and receiving UI benefits;
- Focus on immediately processing claims: expediting the process and reducing wait time; and
- Establishing a to-be framework, processes, and requirements to future proof WorkForce WV UI operations

WorkForce WV will build journey mapping and modeling to identify claimant and employer to focus on pain points and areas to improve overall customer service and user experience. A customer journey map is a visual representation of the claimant's journey. It helps to tell the story of the claimant's end-to-end experience working with the agency through the life of a claim from their perspective. It differs from internal process and operational documents. Journey mapping is not autoadjudication. The goal is to refocus internal processes to bridge the gap to improve the claimant's overall journey.

Customer satisfaction can lead to a more equitable system through increased access and simplification of intake processes. WorkForce WV can increase equity as processes are not perceived as intimidating and complicated to the targeted underserved population. We find that due to the complexity, those who can benefit most from UI benefits choose not to apply or complete the application process once initiated. Identifying customer satisfaction opportunities and ways to reimagine old processes can help claimants have a positive WorkForce WV experience regardless of the life circumstances that caused them to apply for UI. The approach includes:

- 1) Assess current metrics and measures being used by leadership for both internal and external reporting to determine and map to equity mission, goals, and objectives.
- 2) Prepare a gap assessment that details outcomes of the assessment and recommendations for metrics to keep, remove or add to maximize WorkForce WV outcomes towards improved equity.

- 3) Implement metrics and change management in collaboration with WorkForce WV incrementally using agile and change management methodology principles. Pilot improvements with new targeted populations and measure success and application conversion prior to full rollout.
- 4) Develop metrics sustainment plan to embed capabilities and empower the organization with a common set of tools and target goals. The sustainment plan includes providing knowledge transfer, processes, and training for State resources on how to operationalize metrics processes and apply equity principles in future development and application of metrics.

WorkForce WV will build a claimant journey map. One of the key indicators that a journey map will succeed is when it produces measurable results. The journey map will help WorkForce WV to establish and embed a method to measure the delivery of benefits and claimant experience. WorkForce WV may measure the overall claimant experience (which includes timeliness of resolution, claimant participation rates during the steps of the eligibility process, and claimant use of different methods to attempt to resolve issues). This measurement would provide WorkForce WV with baseline metrics that identify which groups may not be receiving equitable benefit delivery and how states can target efforts to address these items.

Outcome Metric Demonstrating Improvements Expected in UI Operations:

The pandemic and the related shutdown of many systems further exacerbated the experience of marginalization for many communities. While Workforce WV is experimenting with ways of reaching, engaging, and supporting marginalized communities, we strongly believe that the proposed activities in this grant request provides a possible way forward. Our team is consistently identifying and tracking resources and determining how to communicate emergent information and services efficiently and effectively to our claimants. All proposed projects are designed to provide equity as a primary guiding principle. Our initial steps will be to estimate the number of potentially eligible people who aren't being served: not only numbers, but demographics. Our goal is to define the process and system's limitations and inequities before we tackle them. This information will be used to establish meaningful metrics that will find those that should qualify but are not applying, along with sentiment analysis as to why these populations are not applying to establish targeted action plans. Also, focus on claimant experience metrics such service quality, the speed with which claims are processed (timely and accurate), and customer satisfaction metrics. Our end goal is to improve coordination of people, process, data, and technology systems to make access to UI benefits and workforce programs more universal to help create a more equitable post-pandemic economic recovery. In order to do this, we must receive robust support from USDOL to meet the needs of our claimants, especially those from marginalized communities.

Outcome Measure	Note/Possible Intervention – Claimant Communications
Overall CSAT (Customer Satisfaction) score	CSAT score measures how satisfied claimants are with WorkForce WV's claims application process. This is measured before and after reengineering.
Customer effort score	This measures how much effort a claimant must exert to get an issue resolved, a request fulfilled, or a question answered. The score is recorded before and after reengineering.
Percent of customers that had to be transferred for assistance	Ensuring that Chatbot is effective at solving issues. Over time, there should be a decrease in this number as information becomes more readily available.
Average wait time for email response	Ensuring that emails sent through the portal are responded to in a timely manner. This could include responding with standard language containing FAQs and tracking if further action is needed on average.
Average wait time to speak with customer service representative	Either by increasing staff or improving communications in other areas so the call center is not overwhelmed with calls from claimants.
Average response time to close open issues	Either by increasing staff or improving communications in other areas so the call center is not overwhelmed with calls from claimants.
Timeliness of resolving each issue during the claim process	These measures may include time from an issue being opened to closed, average time for all issues being resolved, and other timeliness measures to reflect efficiency of handling a claim
Customer service surveys after calls	Customer service surveys can ask questions related to effectiveness, wait time, reason for calling, resolution, and demographic data.
First contact resolution	Ensuring that issues are dealt with at the first contact (either phone, email, or chat boxes).

UI Equity Grant Application – 4 (App)

Name of Project

WorkForce West Virginia – App Development

Project Description

The varied and limited capacity of our legacy UI systems challenges our ability to provide robust customer service. For example, we have limited capacity to communicate to our claimants. Our system operates unidirectionally, meaning that it is not able to send or receive information to and from claimants via their mobile devices. WorkForce WV has identified a need to improve the citizen experience and means of reporting/validating the citizen engagement in actively seeking work through job search activities. To address this need, WorkForce WV will develop a custom App. An App will give our customers more and better options to access initial claim information, status, and certify weekly benefits with just a few clicks. The App will specifically allow customers to secure passwords within their device in a manner they would an Amazon account to get status of claims and certify once benefits have been approved. Claimants will be able to upload attachments and use chat within the app in addition to obtaining access to receive in-person or over-the-phone support. This will permit Workforce WV staff to focus on a smooth customer's experience instead of the paperwork. It will also help our staff find and reach a customer in need through multiple channels.

Some of the areas that the App will focus on are as follows:

- Integrate with UI and MIS systems for back-office validation
- Upload document
- Provide detailed demographic information
- Reset password
- Track claims status
- Receive communication from Workforce WV

WorkForce WV will develop a simplified and environment agnostic app that will meet the need in a safe and secure manner and follow these principles:

1. **Adaptability & Expandability:** Our custom app development methodology utilizes modern delivery techniques to deploy a microservices-based product that can be continuously enhanced and modified to meet future demands. We do not view our app as only a "Workforce app," but rather an expandable platform to meet the current needs of today and evolve to meet future user experience and engagement needs.
2. **Ease of Implementation & Utility:** The custom app would be a mobile experience delivered via progressive web app that can be accessible from any device (i.e., no app store download required). The user interface would be carefully designed and developed to meet the specific usability needs and expectations of the stated user groups.
3. **Host anywhere** – The solution can easily be deployed and hosted in any environment

4. Customizable Analytics – The solution will allow to be flexible and customizable to the required analytics.
5. User Experience – The solution will incorporate leading best practices on user experience.
6. Robust Dashboard – There will be a back-office capability to view standardized dashboards as defined on performance metrics, and other leading indicators.

Strategic Design:

1) Discover, Design & Strategy

- Perform strategic visioning session to define near-term and long-term technology enablement objectives
- Review existing technology systems and network infrastructure to understand data collection and integration capabilities
- Conduct technology discovery and design sessions to help define technology requirements and implementation strategy, focused on the following topics:
 - Mobile app experience
 - Data integration sources and capabilities
 - Management insights, analytics, and reporting dashboard
 - Workflows
 - Develop technology implementation roadmap and recommendations

2) Build, Test & Deploy

- Develop, test, and implement the Digital Platform hosted infrastructure, including the following core features:
 - Integrate the mobile app platform with infrastructure and existing data sources
 - Develop, test, and implement workflow functionality
 - Develop, test, and implement insights dashboard to provide management a summary view
 - Perform assessment of technology platform security and privacy controls focused on user authentication, data protection and storage, data retention, and privacy compliance requirements.

3) Enhanced Features & Integrations

- Expanded implementation of mobile app experience, integration with additional systems, and dashboard capabilities.

Outcome Metric Demonstrating Improvements Expected in UI Operations:

The pandemic and the related shutdown of many systems further exacerbated the experience of marginalization for many communities. While Workforce WV is experimenting with ways of reaching, engaging, and supporting marginalized communities, we strongly believe that the proposed activities in this grant request provides a possible way forward. Our team is consistently identifying and tracking resources and determining how to communicate emergent information and services efficiently and effectively to our claimants. All proposed projects are designed to provide equity as a primary guiding principle. The key performance metric will provide end-to-end visibility into the claimant's user experience and analytics. We will use this data to correlate the impact user experience has on equitable access and the UI system's overall performance. It will:

- Analyze critical mobile user experience data like screen engagement by demographics, or any custom attributes to achieve our performance goals;
- Automatically correlate every claimant's journey with a timeline of session events and attributes like demographic characteristics; and
- Understand user behavior trends.

This app will also provide insight into the estimated number of potentially eligible people who aren't being served: not only numbers, but their demographics characteristics. Our goal is to twofold reduce communication barrier via the app and use this information captured by the app to establish meaningful metrics for identifying equity gaps. Our end goal is to improve coordination of people, process, data, and technology systems to make access to UI benefits and workforce programs more universal to help create a more equitable post-pandemic economic recovery. In order to do this, we must receive robust support from USDOL to meet the needs of our claimants, especially those from marginalized communities.

REQUEST FOR PROPOSAL

**CRFP WWV2400000001
Unemployment Equity Project**

Attachment 2:

Federal Funds Addendum 2 C.F.R 200.317 – 200.327

Information begins on next page.

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

**FEDERAL FUNDS ADDENDUM
REQUIRED CONTRACT PROVISIONS FOR
NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the applicable requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract, but for the purposes of this Contract and with respect to any federal reimbursement requirements, KPMG shall be determined to be a "contractor" per 2 C.F.R. § 200.331 and not a "subrecipient".

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND
LABOR SURPLUS AREA FIRMS:**
(2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (I) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (I) through (S) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in

the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that it will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-S govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of federally assisted construction contract in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 1293S, 3 CFR Part, 1964- 196S Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of

\$2,000 will be completed and paid for in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in 'Whole or in Part by Loans or Grants from the United States'"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix 11)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, & "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$100,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an alternative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communication equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**State of West Virginia Purchasing
Division**

By: _____

Printed Name: Jane Shinn

Title: WorkForce FAM Director

Date: 05/29/2024

Vendor Name: KPMG LLP

By: _____

Printed Name: James H. Moore, Jr.

Title: Partner, KPMG LLP

Date: 03/27/2024

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5

§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Proposals
Service - Prof

Proc Folder: 1159340

Doc Description: Addendum No 1 - UNEMPLOYMENT EQUITY PROJECT

Reason for Modification:

Addendum No 1 is issued to publish vendor questions with responses and to modify the bid opening date.

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-28	2023-09-06 13:30	CRFP 0323 WWV2400000001	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions and responses.
 - 2) To modify the bid opening date from 08/30/23 to 09/06/2023.
- no other changes-

**** Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

INVOICE TO	SHIP TO
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Unemployment Equity Expansion & Improvement of Data Collect	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80000000			

Extended Description:

Vendors MUST fill out Cost Sheet included as an attachment and All cost information must be contained in the cost proposal, which must be sealed and submitted in a separate envelope from the technical proposal.

****ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED****

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2023-08-23

SOLICITATION NUMBER: CRFP WWV2400000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions and responses.
 - 2) To modify the bid opening date from 08/30/23 to 09/06/2023.
- no other changes-

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM 1 Responses to Vendor Questions – CRFP WV 2400000001

Q1 - The project is for the expansion of the Unemployment Equity Data Collection of Demographic Information. What functionality is currently operational at the Agency to support each of the three [3] projects identified?

A1 - Demographic data: There is currently demographic data collected during the initial application process using the Agency's initial claims application on both the Interactive Web Response system (IWR) and paper application processes. This data is stored in the Mainframe based Automated Benefit Payment System (ABPS).

Claimant Communication and Outreach: All claimant outreach is currently conducted via mailings or information posted to WorkForce WV's website or the IWR applications. We are currently working on updating the website and exploring new methods for claimant communication and outreach.

Measure the Delivery of Claimant Experience: Currently claim reviews are a mostly manual/paper heavy process. Requests for information from claimants are done by phone or mail. There is no automated workflow process available within the Mainframe ABPS system.

Q2 - What data is currently collected?

A2 - City, county and state of residence; education level; citizenship status; age; gender; disability (yes or no); ethnicity (limited to Hispanic or Latino); race.

Q3 - What budget has been allocated for the project[s]?

A3 - The grant award for these three projects is \$1.48 million, including all Agency costs for staff and other activities.

Q4 - Did any vendor or outside party participate in the preparation of the RFP?

A4 - Yes

Q5 - What State staff is being assigned to the project?

A5 - Staff from the Unemployment Compensation and Workforce Development Divisions, as well as Research Information Analysis and Management of Information Systems.

Q6 - What time limit, if any, has been determined for the completion of the project?

A6 - The project must be completed within 6 to 12 months.

Q7 - Would the Agency consider a proposal that responds to a subset of the stated requirements?

A7 - No

Q8 - Will the Agency consider a 3-week extension to the proposal submission deadline?

A8 - The Agency will consider extending the bid opening by 1 week.

Q9 - Will the Agency accept electronic signatures such as DocuSign, or a scanned copy of an ink signature, on proposal forms requiring signature?

A9 - If submitting through WVOASIS signatures will be electronic through the WVOASIS

system. Mailed responses must be signed in ink.

Q10 - Are you looking to enhance the claimant interface system or replace it with COTS software?

A10 - Enhance the current claimant interface system.

Q11 - Is the desired outreach to be done after the initial application or during the application?

A11 - During the application.

Q12 - Is the collection of demographic data to be done during the application process?

A12 - Yes

Q13 - How do you envision tracking the claimant data through the entire claimant journey?

A13 - With our current technological footing, using a legacy Mainframe system, the Agency will track claimant data through reports generated from ABPS, which is something that can be compiled in a database to show the claimant journey, etc. This should be completed with an eye towards future modernization efforts.

Q14 - Proposal Submission: Section 6 paragraph 1 of instructions for vendors submitting bids states that "Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at address listed below either in person or by courier... ". Section 6 paragraph 3 states that a "Submission of a response to a Request for Proposal is not permitted in wvOASIS". Can the State confirm whether responses to this RFP are accepted through the wvOasis vendor portal accessible at <https://www.wvoasis.gov/>?

A14 - Yes

Q15 - Mobile app development: In the Attachment 1 ("To increase the collection of demographic data through our online UC platforms, Workforce WV proposes employing the below steps: ... Develop mobile Apps to collect the data and optimize the existing platforms for mobile device usage."), Workforce WV submitted a mobile application task to DOL as part of the equity grant. (1) Is the mobile app development no longer within the scope of this equity grant that WV received from DOL? (2) If the mobile app development still part of the grant, is this not part of the scope of this RFP?

A15 - A separate RFP was released for mobile app development.

Q16 - 4.2.1.1. Modify interface for demographic data collection: It talks about modifying Workforce WV UC System Interface as it relates to data collection - Can the State confirm if the State requires the vendor to make the necessary development changes in the UI system to address data collection OR can the vendor provide the design both on the UI and the data collection workflow and allow for the State's IT to make the necessary development updates?

A16 - The vendor can provide the design both on the UI and the data collection workflow and allow for the State's IT to make the necessary development updates.

Q17 - Background Check: Does the Agency expect the contractor to conduct its own background checks (or will the Agency do this); and if so, then what is included in the screening requirements?

A17 - Background checks will be the responsibility of the successful vendor. For more information contact the West Virginia Division of Protective Services by phone at (304) 558-9911.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP WWV24*001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

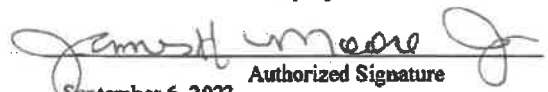
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

KPMG LLP

Company



Authorized Signature

September 6, 2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

REQUEST FOR PROPOSAL

**CRFP WWV2400000001
UNEMPLOYMENT EQUITY PROJECT**

EXHIBIT A PRICING PAGE

Form begins on the next page.

Exhibit A Pricing Page

UC Equity Grant

Costs for project implementation, which will be paid in disbursements to bidder upon approval of draw down request throughout project timeline.

Individual Projects

Description	Cost
Expanding and improving demographic data (including interface redesign)	\$814,250
Improve claimant communications	\$218,900
Improve claimant outreach	\$204,890
Measure delivery and claimants' experience	\$198,090
GRAND TOTAL BID AMOUNT	\$1,436,130

Note: work could involve all areas mentioned in RFP Sections 4.2.1.