

West Virginia Health Care Authority Hospital Inpatient Data System

COST PROPOSAL

RFQ HCC11-096

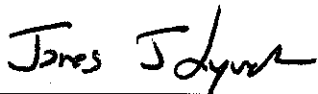
April 20, 2011

Submitted to:

Department of Administration
Purchasing Division, Building 15
2019 Washington Street, East
Charleston, West Virginia 25305-0130

Submitted by:

Social & Scientific Systems, Inc.
8757 Georgia Avenue, 12th Floor
Silver Spring, Maryland 20910
(301) 628-3000
(301) 628-3001



James J. Lynch, Ph.D.
President and CEO
jlynch@s-3.com

TABLE 1. ANNUAL PROJECT COSTS

All-inclusive costs for implementing the Project Goals and Objectives, Mandatory Requirements, and Mandatory Specifications (Sections 2.4.1-2.4.5, 2.5, and 2.6).

Year	Cost for Services ** Provided by Vendor	Cost for Services Provided by a Subcontractor*	Total Cost
1	\$437,334.25	\$0.00	\$437,334.25
2	\$343,865.12	\$0.00	\$343,865.12
3	\$327,341.07	\$0.00	\$327,341.07
4	\$333,755.67	\$0.00	\$333,755.67
5	\$340,170.27	\$0.00	\$340,170.27
Total 5-Year Project Cost			\$1,782,466.38

*Services proposed to be performed by a subcontractor must be described in the Technical Response and outlined in Table 3.

** These are all-inclusive mandatory costs. SSS costs do not include any additional per-record processing costs.

TABLE 2. ANNUAL OPTIONAL COSTS

Provide the annual costs for implementing the following Optional Services (Section 2.4.6).

Optional Service	Cost	Annual Units	Total Annual Cost
2.4.6.1 Develop and deliver to AHRQ's Healthcare Cost and Utilization Project (HCUP) an annual adjudicated file, in a timeline and format required by HCA	\$ per file	1	\$25,887.94
2.4.6.2 Prepare and provide to the HCA annual standard aggregated public use data files and standard reports, as described on the UB data request form available for download on the HCA website, to be disseminated by the HCA to data requesters.	\$ per report/file	7	\$17,061.88
2.4.6.3 Fulfill customer requests for subsets of adjudicated inpatient data, as approved and requested by the HCA, in accordance with then current HCA policies and procedures.	\$ per request	10	\$26,824.52
2.4.6.4 Fulfill ad hoc reporting requests to answer occasional and special research questions of the HCA. (Total project hours will be negotiated at time of request.)	All Inclusive Hourly Rate	120	\$13,216.11
2.4.6.5 Develop and provide to the HCA an analysis of the risk of reidentification of patients in the database based on the information contained in the final annual file in combination with other readily accessible data sources; recommend appropriate statistical disclosure limitation methods to increase patient confidentiality; and develop a limited data set, based on these recommendations, for release to requesters.	\$ per year	1	\$5,788.04
2.4.6.6 Develop, validate, and implement methods to track patients within and between hospitals and encounters in order to estimate hospital readmissions and patient transfers, and develop a report summarizing the methodology and findings.	\$ per year	1	\$3,924.73
2.4.6.7 Provide tools, products, report templates, software, and/or code for use by HCA and/or external partners to conduct analysis of health care utilization, access, costs, and quality.	\$ per year	1	\$2,643.22
2.4.6.8 Identify, collect, edit maintain, and provide to the HCA data for services rendered in non-inpatient settings by West Virginia hospitals, and other relevant providers, using methods and processes comparable to inpatient data collection. Provide separate cost information for each category of data below:			
2.4.6.8.1 Emergency Department data;	\$ per year	1	\$11,945.63
2.4.6.8.2 Outpatient surgery data from hospitals;	\$ per year	1	\$11,281.66
2.4.6.8.3 Outpatient observation stays;	\$ per year	1	\$11,281.66
2.4.6.8.4 Outpatient diagnostic and therapeutic hospital services;	\$ per year	1	\$11,281.66
2.4.6.8.5 Outpatient physician office visits or other types of hospital outpatient services;	\$ per year	2	\$11,281.66
2.4.6.9 Develop and implement new data submission system enhancements, data quality reports, or analytic reports, determined necessary to perform the functions of this project but not elsewhere specified or required by this RFP. Provide associated costs for the following labor categories. (Total project hours will be negotiated at time of request.)			
Project Management*	Hourly Rate	20	\$2,843.65
Research/Planning*	Hourly Rate	20	\$2,202.69
Programming/Development*	Hourly Rate	20	\$3,353.06
Total Annual Optional Cost			\$157,465.03

Final Total Project Cost

Total 5-Year Project Cost (Tble 1) + Total Annual Optional Cost (Tble 2)	\$1,939,931.40
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Table 3. Subcontractor Services and Costs

Detail the services and associated costs included in Table 1 that will be completed by a subcontractor.

Year	Description of Specific Services to be Provided by the Vendor's Subcontractor (reference the corresponding project goal/objective or mandatory requirement)	Cost
1	n/a	\$0.00
2	n/a	\$0.00
3	n/a	\$0.00
4	n/a	\$0.00
5	n/a	\$0.00
Total Subcontractor Services and Costs		\$0.00



State of West Virginia
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 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
HCC11096

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Social & Scientific Systems, Inc.
 8757 Georgia Avenue, 12th Floor
 Silver Spring, MD 20910

HEALTH CARE AUTHORITY

SUITE 201
 100 DEE DRIVE
 CHARLESTON, WV
 25311-1692 304-558-7000

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/08/2011				

BID OPENING DATE: **04/20/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 1</p> <p>1. QUESTIONS AND ANSWERS ATTACHED.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: HCC11096</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <input checked="" type="checkbox"/></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Elyson</i>	TELEPHONE 301.628.3000	DATE 4/20/2011
TITLE President and CEO	FEDIN 52-1114970	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY 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.</p> <p style="text-align: center;">  SIGNATURE Social & Scientific Systems, Inc. COMPANY April 20, 2011 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 301.628.3000	DATE 4/20/2011	
TITLE President and CEO	FEIN 52-1114970	ADDRESS CHANGES TO BE NOTED ABOVE	

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25311-1692 304-558-7000

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		920-21-01-001		
				DATA ENTRY: MIS - HUMAN SERVICES		
***** THIS IS THE END OF RFQ HCC11096 ***** TOTAL:						Final Total Project Cost \$1,939,931.40
						Total 5-Year Project Cost (Table 1) + Total Annual Optional Cost (Table 2)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Jas John</i>	TELEPHONE 301.628.3000	DATE 4/20/2011
TITLE President and CEO	FEIN 52-1114970	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: **04/20/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL ***** MANDATORY PRE-BID MEETING ON 3/31/2011 AT 1:00 PM AT HEALTH CARE AUTHORITY, 100 DEE DRIVE, CHARLESTON, WV 25311 *****						
OPEN-END BLANKET CONTRACT						
0001	1	EA		920-21-01-001	Final Total Project Cost	\$1,939,931.40
		MIS		HUMAN SERVICES		
MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 3/31/2011 AT 1:00 PM AT 100 DEE DRIVE, CHARLESTON, WV 25311. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR						Total 5-Year Project Cost (Table 1) + Total Annual Optional Cost (Table 2)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Taylor</i>	TELEPHONE 301.628.3000	DATE 4/20/2011
TITLE President and CEO	FEIN 52-1114970	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jess Taylor</i>	TELEPHONE 301.628.3000	DATE 4/20/2011
TITLE President and CEO	FEIN 52-1114970	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James J. Lynn</i>	TELEPHONE 301.628.3000	DATE 4/20/2011
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TITLE President and CEO	FEIN 52-1114970	ADDRESS CHANGES TO BE NOTED ABOVE
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 304-558-0067**

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 Social & Scientific Systems, Inc.
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<p>VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE PROVIDE ONE ORIGINAL TECHNICAL AND COST PROPOSAL PLUS FIVE (5) CONVENIENCE COPIES AND FIVE (5) CD'S CONTAINING THE TECHNICAL RESPONSE ONLY. THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>RFQ. NO.:-----HCC11096-----</p> <p>BID OPENING DATE:-----4/20/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----301-628-8001-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Jody</i>	TELEPHONE 301.628.3000	DATE 4/20/2011
TITLE President and CEO	FEIN 52-1114970	ADDRESS CHANGES TO BE NOTED ABOVE

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CONTACT PERSON (PLEASE PRINT CLEARLY): James J. Burke						
***** THIS IS THE END OF RFQ HCC11096 ***** TOTAL:						Final Total Project Cost \$1,939,931.40
						Total 5-Year Project Cost (Table 1) + Total Annual Optional Cost (Table 2)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *James J. Burke* TELEPHONE 301.628.3000 DATE 4/20/2011

TITLE President and CEO FEIN 52-1114970 ADDRESS CHANGES TO BE NOTED ABOVE

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

ATTACHMENT
P.O.# HCC 110916

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

James J. Lynch 4/20/2011
Signature Date

President and CEO

Title

Social & Scientific Systems, Inc.

Company Name

Signature Date

Title

Agency/Division

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Social & Scientific Systems, Inc.

Signed: _____

Signed: James J. Lynch

Title: _____

Title: President and CEO

Date: _____

Date: 4/20/2011

RFQ No. HCC11094

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Social & Scientific Systems, Inc.

Authorized Signature: James Jolyak Date: 4/20/2011

State of Maryland

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 11 day of April, 2011.

My Commission expires October 24, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC Lyle R. Munroe

