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

# **Request for** Quotation

SHIP

RFQ NUMBER AUD063051

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL

304-558-2596

RFQ COPY TYPE NAME/ADDRESS HERE

STATE AUDITOR'S OFFICE

BUILDING 1, ROOM W100 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230 558-2251

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

#### **INSTRUCTIONS TO BIDDERS**

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

#### **ORIGINAL SIGNED BID TO:**

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

#### **DUPLICATE BID TO:**

State Auditor's Office Bid Observer Building 1 Room W114 1900 Kanawha Boulevard, East Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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

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STATE AUDITOR'S OFFICE

BUILDING 1, ROOM W100 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0230 558-2251

TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS DATE PRINTED 05/17/2006 BID OPENING DATE: BID OPENING TIME 01:30PM 05/31/2006 CAT. LINE QUANTITY UOP ITEM NUMBER AMOUNT UNIT PRICE NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANS-PORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SHENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIMERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER. 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. REV. 04/11/2001 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE SIGNATURE TITLE



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# RFQ # AUD063051

**Audit Time Tracking and Billing System** 

Software Requirements Specifications West Virginia State Auditor's Office Chief Inspector Division

WV State Auditor's Office 1900 Kanawha Blvd., E. Capitol Complex, Bldg. 1, W-100 Charleston, WV 25305

## 1 Overall Description

# 1.1 Project Scope and Features

The WVSAO is seeking programming services from a software consulting firm to create/write an audit time tracking and billing system (as no COTS application is available) and understand that this is a custom designed program. The application will be a web based Information System used by the Chief Inspector Division (CID) to support analysis and management of an audit project, track and plan staff time, allow timesheet entry through the internet, perform billing functions, provide extensive reporting both internally to the Auditor's Staff and externally to Audit Entities and the public. Some areas of functionality will be restricted to authorized individuals or groups and the security subsystem will support both group based and individual privileges.

#### 1.2 User Classes and Characteristics

The following table identifies each class of user and the most common rights given to that user class. There are three user classes: anonymous, audit staff, and audit entities. Anonymous users are those accessing the site without logging in and are only able to access the functionality available to the public. Audit staff is divided into different levels of responsibility such as Directors, Field Directors, Lead Auditors, Auditors, and Office Staff. The third class is the audit entities. These are the government agencies that are subject to audits by the Chief Inspector Division. They have the availability to use the bid scoring and contract generation functionality.

Directors	Approve Field Director's timesheets Create new projects (cost sheets) Approve new projects
Field Directors	Approve invoice adjustments  Enter timesheets
Field Directors	Create new projects
	Approve Field Auditor's timesheets
Lead Field Auditors	View Field Auditor timesheets
	Enter timesheets
Field Auditors	Enter timesheets

Office Staff	Generate invoices			
	Generate bid lists			
	Enter and retrieve planning data			
	Enter and retrieve federal grant data (A-133)			
	Enter invoice adjustments			
	Enter audit entity information			
	Enter entity points of contact			
System Administrators	Adjust referential data			
	Adjust project data			
	Manage users and permissions			
All ·	View unrestricted reports			
Audit Entities	Enter bid scoring			
	Generate contract documents			

## 1.3 Operating Environment

This section lists the requirements regarding the operating environment for the web application. Generally these requirements are dictated by the Auditor's current technological environment and are in place to support a standardized environment to reduce software development, maintenance, and system administration costs.

## The system shall:

OPE-001	Be compatible with Windows operating systems
OPE-002	Support running under the Microsoft IIS web server

#### 1.4 Design and Implementation Constraints

The design and implementation constraints are a reflection of the Auditor's Information Technology Division's standards for application development in general and web development specifically. These standards support consistent and repeatable results, reduces developer training costs, and decreases maintenance costs.

#### The system shall:

DCON-001	Be written in Microsoft .NET (vb.net preferred)
DCON-002	Use SQL Server as the database
DCON-003	Generate HTML validated as W3C HTML 4.0 transitional compliant
DCON-005	Use database transactions when feasible to minimize the possibility of an
	inconsistency occurring in the database

#### 1.5 Documentation

User documentation is a key feature of any information technology solution. This is especially true when the design and development of the solution is outsourced. Therefore this project will not only require a user's manual, but a System Design Document (SDD) as well. Since it is the natural course of organizations to have continuous staffing

changes the SDD will be used not only by the implementation team as a guide for the software development effort but also to aid the maintenance programmers in their efforts to support the system should the original developers ever become unavailable.

The system shall:

UDOC-001	Include a user manual describing to major functional areas of the
	application and a How Do I section describing in detail how to perform
	common use cases of the system.
UDOC-002	Have a System Design Document that describes the high level design
	decisions to formalize the design and instruct future maintainers in the
	organization and design of the software

#### 2 System Features

This document breaks down the requirements of the system by major functional area. The following sections identify each major area of functionality, describe its purpose, and list the formal requirements of that functionality.

#### 2.1 Welcome Screen

### 2.1.1 Description

The welcome screen is the first screen presented to a user after they login. It is the gateway to the others screens of the major functional areas. It will have a set of quick links that link to the most common tasks for a user. For example, a director will have a link to go to a project approval screen, a timesheet approval screen, and to go to the reports section among others. It will also contain a list of important notifications pertinent to the user that generally require their immediate attention. A project having less then 10% of its time remaining is an important notification for a Field Director.

# 2.1.2 Functional Requirements

The system shall:

WSCR-001	Show a list of critical notifications appropriate to a users privileges
WSCR-002	Show a conspicuous menu of common tasks appropriate for the user's
	class such as creating a project or entering timesheets
WSCR-003	Contain a menu of all tasks available to a user
WSCR-004	Show a list of timesheets needing approval
WSCR-005	Show a list of projects needing approval
WSCR-006	Show a list of past due timesheets
WSCR-007	Show a list of projects that have used >= 90% of the allotted resources
WSCR-008	Show a list of projects that are still open but have not been billed to for a
	configurable (30) number of days
WSCR-009	Show a conspicuous link to view audit status reports

## 2.2 Audit Projects

## 2.2.1 Description

The project is a fundamental concept in the system, and most of the other functionality in the system is directly related to projects. Projects enter the system when they are created by a Field Director. Users can bill time against a project before it has been approved by a director, but it must eventually be approved. The fields contained on the project form will be the same as those listed on the cost sheets used by CID.

# 2.2.2 Functional Requirements

The system shall:

PR-001	Allow authorized users to create an audit project in the system.
PR-002	Require that projects be approved by a Director class user
PR-003	Verify that the information entered when creating a project be consistent
	with the expected form and range for the field
PR-004	Require that projects be connected to an entity
PR-005	Be able to require all or some of the fields be filled in before saving
PR-006	Allow users to enter timesheets before the project has been approved by a
	director
PR-007	Allow the user to optionally create a project with an extremely user
	friendly wizard type interface that guides the user step by step in creating
	an audit project
PR-008	Allow users to view historical data for every audit conducted on and entity
	that is known to the system and identify such items as the total charge for
	the audit and the billing rate used to calculate the cost

#### 2.3.1 Description

Field directors and audit staff are required to enter timesheets on a weekly basis. The timesheet form will contain the same fields as the timesheets currently in use by the CID. Timesheets must account for at least 37.5 hours, must be approved by a field director or higher user, and cannot be changed by the user once approved.

# 2.3.2 Functional Requirements

The system shall:

TS-001	Require certain users to enter timesheets weekly
TS-002	Require that a users time submitted on their timesheet total at least 37.5
	hours
TS-003	Require that a timesheet be approved before it can be used for billing
	purposes
TS-004	Require that a timesheet be unchangeable to the user once it has been
	approved

TS-005	Allow for the creation of timesheet groups, which identify a class of users
	who must enter timesheets such as field auditors or field directors.
TS-006	Allow for the creation of timesheet approval groups, that identify a class
	of users who are able to approve one or more timesheet groups timesheets
TS-007	Allow the user to optionally create a timesheet with an extremely user
	friendly wizard interface that guides the user step by step in creating a
	timesheet
TS-008	Allow the user to enter not only time billed to a project, but also mileage
	and other miscellaneous expenses
TS-009	Require timesheet users to enter their planned audit locations and contact
	information for the following week
TS-010	Mark a project as completed if a user enters a completed date for the
	project on their timesheet
TS-011	Allow users to enter non-billable time on their timesheet to accommodate
	sick leave, personal leave, holiday leave, and vacations.

## 2.4 Billing and Payment

#### 2.4.1 Description

Billing and payment is the one of the most critical and complex functional areas in the system. It is where the audit entity is charged for services provided and payments tracked against those charges. The number and frequency of invoices generated must be customizable for each type of audit project. However, there will be default schedules associated with every type of audit project known to the system. In addition to invoice triggers by the audit projects, the Chief Inspector Division also needs the ability to enter miscellaneous charges for services provided outside the scope of a project such as providing extra copies of a report. When possible, invoice triggers will be generated automatically and entered into the system. When automating the triggers proves impractical, a user will inform the system that a triggering event has occurred and the appropriate invoice will be recorded by the system. An invoice will not be printed by the system until instructed to do so by the user. The user will have the ability to print new invoices to send to the entity on an ad hoc basis and have the ability to reprint invoices that have already been sent. The system will also have to ability to list and print invoices on a 30, 60, 90, and 120+ aging schedule.

#### 2.4.2 Functional Requirements

The system shall:

BP-001	Support multiple methods of invoice generation including up front,
	beginning and end, monthly, and others
BP-002	Be able to reprint previous invoices
BP-003	Be able to adjust invoices with authorized approval including forgiving
	the entire invoice
BP-004	Allow for creating a miscellaneous invoice for an entity to cover irregular
	costs such as photocopying

BP-005	Automatically recognize invoice triggering events in the system such as an ICPA contract being issued or the submittal of an audit report by CID staff
BP-006	Only print an invoices to send to an entity when told to do so by a user
BP-007	Have the ability to reprint invoices on an aging schedule divided into 30,
	60, 90, and 120 days past due.
BP-008	Provide a method to indicate that an entity is on a payment plan
BP-009	Be able to optionally bill a project hourly instead of fixed cost

#### 2.5 CID / ICPA Audit Planning and Bid Lists

#### 2.5.1 Description

The Chief Inspector Division currently employs a Microsoft Excel spreadsheet oriented in a matrix with audit entities along one axis and CID auditors on the other. They mark cells in the matrix that identify whether or not a particular auditor will be visiting an entity. This is an error prone and repetitive manual task performed by the division that will easily succumb to automation in the new system as well as aid in the generation of bid lists. The new system will be similar in that each CID Auditor will be assigned a certain number of audits per year. However, it will go further in that it will generate a bid list that can be manually adjusted to bid out audits for entities that are not schedules for auditing by CID staff.

## 2.5.2 Functional Requirements

The system shall:

APBL-001	Allow a user to assign audits of multiple entities to a single CID staff
	member per scheduling year.
APBL-002	Be able to generate a list of entities (bid list) that are not scheduled to be
	audited by CID staff.
APBL-003	Allow the bid list to be manually modified by a user and only restricted to
	entities tracked by the system
APBL-004	Have the ability to automatically generate RFP numbers to associate with
	each audit placed on the bid list
APBL-005	Have the ability to generate ad hoc bid lists not based on the audit
	scheduling functionality

#### 2.6 Bid Scoring and Contract Generation

#### 2.6.1 Description

When the Chief Inspector Division decides to defer the audit of an entity to an ICPA, the entity must accept bids from approved ICPAs and score them based on a number of factors defined in the CID's Audit Procurement Manual. This process is currently paper based and extremely error prone. This feature area will replace the current paper based method with one nearly infallible. Not only will it automate the generation of a scoring summary sheet, it will be able to determine the winner of the bidding and generate a standard contract for its procurement based almost entirely on the information submitted during scoring.

## 2.6.2 Functional Requirements

The system shall:

BSCG-001	Allow an entity to enter a scoring sheet for each ICPA that bids on an
	audit
BSCG-002	Automatically generate a bid scoring summary sheet showing each bid
	entered as defined by the procedures listed in the Audit Procurement
	Manual
BSCG-003	With additional input, generate a contract for audit services with an ICPA
	based on the winning bid.
BSCG-004	Require that the each bid scoring sheet pass input checks to require that
_	valid information be entered into the system
BSCG-005	Require that the contract generated by the system pass logic checks as
	defined by CID staff during the design phase.

# 2.7 Federal Grant Tracking for A-133 Audits

# 2.7.1 Description

The Chief Inspector Division is required to track federal grants given to entities because if an entity is granted more then \$500,000 in one fiscal year an A-133 circular audit is triggered. The system needs to allow for entry of grant data per entity per fiscal year. Along with the amount granted to the entity, the system must also track how the information was obtained and produce reports detailing the grants for a single entity and to list all entities exceeding the dollar cutoff.

#### 2.7.2 Functional Requirements

The system shall:

FGT-001	Provide the ability to add, edit, and delete grant information for a entity
	per fiscal year
FGT-002	Track the dollar amount of each grant identified with the entity
FGT-003	Record who supplied the grant information for each grant line item
FGT-004	Provide a report that lists all the grants given to an entity for a given fiscal
	year
FGT-005	Provide a report that lists all entities who's total grants exceed a given
	threshold (typically \$500,000)

# 2.8 Security

#### 2.8.1 Description

In general the data tracked by the system will be public record, but the system must still restrict access to certain areas of functionality to enforce the management structure and business processes of the Chief Inspector Division and prevent vandalism and destruction of the data by external entities. Therefore, the system will require the user to login to

access all functionality excluding that identified as available to the public. Based on the type of credentials supplied the users, they will have audit entity or CID staff functionality available to them. If the user is identified as a CID staff member, there will be a common subset of functionality available to them, such as seeing the internal summary and detail project reports. Access to all other functionality available in the system is granted on a per user or per group basis. The system will allow the existence of multiple groups and allow users to be a member of 0 to many groups. With regard to authentication, the system should be flexible in its implementation to accommodate future needs and will therefore need to be compatible with authenticating with passwords stored in its internal database or against a web service.

# 2.8.2 Functional Requirements

The system shall:

The System Brane.	
SEC-001	Have the ability to restrict access to functionality based on the currently
	logged in users privileges or those available to all users when not logged
	in
SEC-002	Have the ability to grant privileged on a per user basis
SEC-003	Be able to grant privileges on a group basis
SEC-004	Allow users to be members of multiple groups
SEC-005	Support different levels of access including anonymous (not logged in),
	entity (logged in), CID staff (logged in), and CID staff with privilege
	(logged in and privileged)
SEC-006	Be compatible with authenticating against a web service
SEC-007	Be compatible with authenticating using internally maintained passwords

#### 2.9 System Administration

Most IT solutions require a certain amount of system administration. This is especially true with web based systems that incorporate security and different levels of access and the CID system is no exception. System administrators and authorized users will need to have several unique abilities for managing the system. They will need to be able to manage users, groups and permissions assigned to both as well as entities and their points of contact (POC), manage timesheet entry and approval groups, and adjust referential data.

# 2.9.1 Description

## 2.9.2 Functional Requirements

The system shall:

SYSA-001	Provide the ability to add, edit, and delete audit entities
SYSA-002	Have the ability to add, edit, and delete multiple POCs for each audit
	entity
SYSA-003	Allow system administrators to add, edit, and delete users in the system

SYSA-004	Require the system administrator to define the type of user when created as either CID staff or audit entity
SYSA-006	Allow the system administrator to grant privileges, including welcome screen and email notifications, to users specifically or to one or more groups
SYSA-007	Allow the system administrator to create one or more user groups to be granted system privileges.
SYSA-008	Allow the system administrator to create one or more timesheet entry groups to identified those users that must enter timesheets
SYSA-009	Allow the system administrator to create one or more timesheet approval groups that have the ability to approve timesheets from one or more timesheet groups
SYSA-010	Allow the system administrator to adjust referential (static) settings for the operation of the system, such as the percentage of total audit cost charged by the CID for its involvement or threshold on when to notify users on a project that has almost exhausted its funding

# 2.10 Reporting

# 2.10.1 Description

The system has numerous reporting requirements. This area of functionality will be one of the largest in terms of development effort. The types of reports provided by the system range from status data on projects and timesheets to actual work products such as invoices and bid lists.

# 2.10.2 Functional Requirements

The system shall:

REP-001	Provide a location report that lists where each audit staff member will be
	the following week along with location phone number, cell phone, and
	other contact information
REP-002	Supply a report that lists open audits and a summary of their status
REP-003	Provide a timesheet summary and detail report covering all users that
	enter timesheets
REP-004	Contain an internal audit status summary and detail showing actual hours
	used and expenses billed
REP-005	Provide a public audit summary showing only percentage of hours used
	and other related information
REP-006	Supply Water District Authority (WDA) report summarizing all WDA
	audits to be sent to external agencies
REP-007	Provide a financial report listing all CID audits for a specific year showing
	hours and expenses billed versus those estimated
REP-008	Provide outstanding audit contract report listing entities placed out to bid
	but have not submitted a usable contract

REP-009	Provide a bid list report showing entities placed for bid, contact	
	information, RFP number sent to registered ICPAs	
REP-010	Provide a bid list placement notification notifying entities that they have	
	been put out for bidding	
REP-011	Provide a federal grant A-133 report showing all federal grants given to an	
	entity for a given fiscal year	
REP-012	Provide a federal grant A-133 report showing all entities that exceed a	
	sum total federal grant amount threshold	
REP-013	Allow for generation of ad hoc reporting by linking the tables in the SQL	
	Server database to an Access database so that the CID can continue	
	produce custom reports when the need arises	

## 3 Interface Requirements

#### 3.1.1 Description

The Chief Inspector Division identified the need for the new system to be as user friendly as possible and employ wizard based data entry when feasible. In addition, it is recommended that the system follow what is commonly referred to as Section 508 guidelines in designing websites to be accessible to visually impaired individuals. According to the Information Technology Technical Assistance and Training Center, "Section 508 of the Rehabilitation Act requires that when Federal agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that this technology allows federal employees with disabilities to have access to and use of information and data that is comparable to that by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency, and individuals with disabilities, who are members of the public seeking information or services from a Federal agency, to have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities."

# 3.1.2 Functional Requirements

The system shall:

UI-001	Aid the user in entering data on potentially complex forms by providing wizard based interface to guide the users easily through the data entry process
UI-002	Follow Section 508 guidelines for websites to allow for maximal usability for visually impaired users when feasible and no undue burden exists

#### 3.2 Software Interfaces

#### 3.2.1 Description

As mentioned earlier, the Chief Inspector Division has an application in use now that tracks many of the same data points that will be used by the new system. As much as is feasible, the new system should be able to import that legacy data, especially that related to audit entities, their POCs, and the audit projects assigned to them.

## 3.2.2 Functional Requirements

# The system shall:

SI-001	Have the ability to import legacy data from the CID's current Microsoft
	Access application into they system before being put into production.

#### 3.3. Email Notifications

#### 3.3.1 Description

While the welcome screen will contain a list of important notifications, it was determined that for the most critical events an email should be sent to the user as well. There are several circumstances identified thus far as appropriate for an email notification such as having a project that hasn't been billed for 30 days, a project that has 90% of its time used.

## 3.3.2 Functional Requirements

#### The system shall:

EM-001	Support sending email notifications to every user	
EM-002	Have the ability to notify appropriate users via email when a new audit	
	project has been created and needs approval	
EM-003	Notify appropriate users via email if a project has consumed >= 90% of i	
	allotted resources	

#### 3.4 Hardware Interfaces

N-tier Architecture (web based client, Application on IIS, and database server)

## 3.5 Performance Requirements

This application and database will exist on servers with other applications/databases and should not have a large negative impact on other applications. There will be no dedicated servers for this application.

#### 3.6 Safety Requirements

The application should be developed to protect from SQL-injection, cross site scripting and other exploits. Minimum OS user rights should be needed to run the application. Use stored procedure where applicable instead of direct SQL statements.

#### 4.0 Vendor Costs

Vendor will describe in detail how many people, their qualifications, and total hours for completion of the project. *The entire project must be completed within six months*. Upon bid award by the WV Purchasing Division, the WVSAO and winning vendor will meet to discuss milestones and progress payment schedule.

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#### AGREEMENT ADDENDUM

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

- ARBITRATION Any references to arbitration contained in the agreement 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.
- 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.
- 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.
- 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.
- 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. <u>LIMITATION OF LIABILITY</u> 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 or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. 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.
- 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 pries 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. <u>INSURANCE</u> 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. <u>AMENDMENTS</u> 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	YENDOR	:	
Spending Unit:	Company Name:	-	
Signed:	Signed:		
Title:	Title:		
Date:	Date:		

# 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 owned is an amount greater than one thousand dollars in the aggregate.

#### **DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

#### **EXCEPTION:**

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

#### LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

#### **CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit <a href="https://www.state.wv.us/admin/purchase/privacy">www.state.wv.us/admin/purchase/privacy</a> for the Notice of Agency Confidentiality Policies.

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

Vendor's Name:	
Authorized Signature:	Date: