



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

# Request for Quotation

RFQ NUMBER  
**HHR80030**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HEALTH AND HUMAN RESOURCES  
 MANAGEMENT INFORMATION SERVICE  
 ROOM 313  
 350 CAPITOL STREET  
 CHARLESTON, WV  
 25301-3713 304-558-4957**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/15/2007				

BID OPENING DATE: **06/26/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		920-45		
<p>*****            BID BOND REQUIRED WITH BID SUBMISSION.            *****            MANDATORY PRE-BID CONFERENCE SHALL BE CONDUCTED ON            JUNE 4, 2007 @ 10:30 AM AT THE STATE CAPITOL COMPLEX,            1900 KANAWHA BOULEVARD, EAST, IN BLDG. 3, (GREEN TILE            ROOF) IN CONFERENCE ROOM #522. ALL INTERESTED BIDDERS            ARE REQUIRED TO BE PRESENT AT THE MEETING. FAILURE TO            ATTEND THIS MANDATORY PREBID CONFERENCE SHALL            AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE PERSON            CAN REPRESENT MORE THAN ONE VENDOR.            *****</p>						
<p>SOFTWARE APPLICATION SERVICES FOR THE RAPIDS SYSTEM</p> <p>REQUEST FOR PROPOSAL</p> <p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES IS            SEEKING PROPOSALS FOR A VENDOR TO PROVIDE SYSTEM            APPLICATION OPERATIONS, MAINTENANCE, CHANGES, AND            THE ENHANCEMENTS AS DESCRIBED IN THE ATTACHED            SPECIFICATIONS.</p> <p>MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR            JUNE 4, 2007 AT 10:30 AM, STATE CAPITOL COMPLEX, 1900            KANAWHA BOULEVARD, EAST, IN BLDG. 3 (GREEN TILE ROOF)            IN CONFERENCE ROOM #522. ALL INTERESTED BIDDERS ARE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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 \$125.00 registration fee.
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 Virginia 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.

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**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.
4. 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. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



State of West Virginia  
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<p><b>REQUIRED TO BE PRESENT AT THE MEETING. FAILURE TO ATTEND THIS MANDATORY PREBID CONFERENCE SHALL AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR.</b></p> <p><b>INQUIRIES:            WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 5, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</b></p> <p><b>ROBERTA WAGNER            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311</b></p> <p><b>FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</b></p> <p><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p><b>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</b></p> <p><b>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</b></p>						

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VENDOR ROOM

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<p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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<p>CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>PLEASE PROVIDE (7) SEVEN CONVENIENCE COPIES.</p>						

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**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-0067**

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VENDOR

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<p>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:-----ROBERTA WAGNER/FILE 22-----</p> <p>RFQ. NO.:-----HHR80030-----</p> <p>BID OPENING DATE:-----JUNE 26, 2007-----</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:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>SUCCESSFUL BIDDER MUST SUBMIT PERFORMANCE BOND PRIOR TO AWARD OF CONTRACT.</p>						

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REQUEST FOR PROPOSAL  
RFP NO. HHR80030

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES  
OFFICE OF MANAGEMENT INFORMATION SERVICES

**PART 1: GENERAL INFORMATION**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting proposals for the Department of Health and Human Resources, Office of Management Information Services "Agency" to obtain a IV-A software vendor to provide system application operations, maintenance, changes, and enhancements as described herein.

These services are necessary to maintain and modify the Recipient Automated Payment and Information Data System (RAPIDS) which includes the mainframe application, web enabled portions of the application, the web based application (inROADS), and the data warehouse. Also included in this would be the continuation of the process to web enable other portions of the application. Hereinafter, all these applications are referred to as "RAPIDS".

**1.2 Project:**

RAPIDS is West Virginia's automated benefit eligibility system for administering federal public assistance programs at the state level. This includes, but is not limited to, Temporary Assistance to Needy Families, Medical Assistance, Food Stamps, and Work Programs. RAPIDS is a highly complex system consisting of 22 subsystems. It resides on an IBM z/890 (Model 2086-270) Enterprise Server Mainframe and uses DB2 as the database with 1,528 COBOL OS/390 & VM source programs (574 CICS programs, 798 batch programs, and 156 subroutines) with data stored and accessed on more than 460 database tables. RAPIDS also has 27 interfaces and data exchanges with various federal and state agencies.

inROADS is West Virginia's web based application that enables individuals to apply online for the Children's Health Insurance Program (WVCHIP), Medicaid for Pregnant Women and Children (PCW), Food Stamps, Medicare Premium Assistance Programs, School Clothing Allowance, and Low Income Energy Assistance Program (LIEAP). inROADS also allows individuals to screen for potential eligibility for the above stated programs, as well as other Medicaid coverage groups.

**1.3 RFP Format:**

This RFP has four parts. "Part 1" contains general information/terms and conditions; "Part 2" describes the background and working environment of the project; "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and general terms/conditions; and "Part 4" explains the required format of the bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

**1.4 Inquiries:**

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Part 1.16. All inquiries of specification clarification must be addressed to:

Roberta Wagner, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P. O. Box 50130  
Charleston, WV 25305-0130

Fax: (304) 558-4115

**Absolutely NO contact shall be made by the vendor with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

**1.5 Vendor Registration:**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. The bidder is not required to be a registered vendor in order to submit a proposal, but the **successful vendor** must register and pay the fee prior to the award of an actual purchase order/contract.

**1.6 Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between vendor's representatives and any State personnel are **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding

**1.7 Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the vendor's abilities to satisfy the requirements of this RFP. Emphasis **should** be placed on completeness and clarity of content.

**1.8 Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

**1.8.1 Mandatory Requirements:**

The mandatory sections included in Parts 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "**must**," "**shall**," or "**will**" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of a mandatory shall be at the sole discretion of the State.

**1.8.2 Contract Terms and Conditions:**

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia will enter into a contract.

**1.8.3 Informational Sections:**

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

**1.9 Proposal Format and Submission:**

- 1.9.1** Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal must be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informalities in the proposal format and minor irregularities.
- 1.9.2** State law requires that the original technical and cost proposals be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in this RFP as the opening date. All bids will be date and time stamped in each office to verify official time and date of receipt.
- 1.9.3** Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason according to State Code §5A-3-11. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

**Submit:**

One original technical and cost plus 7 convenience copies to:  
Purchasing Division  
2019 Washington Street, East  
P. O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: RW-22  
Req. #: HHR80030  
Opening Date: 06/26/2007  
Opening Time: 1:30 p.m.

**1.9.4 Best Value Purchasing Standard Format:**

All Request for Proposals shall follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

**1.9.4.1 Evaluation Criteria:** All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

**1.9.4.2 Proposal Format and Content:** Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

**1.9.4.3 Technical Bid Opening:** The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer will confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

**1.9.4.4 Technical Evaluation:** The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and

make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

**1.9.4.5 Cost Bid Opening:** Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

**1.9.4.6 Cost Evaluation and Resident Vendor Preference:** The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

**1.9.4.7 Contract Approval and Award:** After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor to the Purchasing Division buyer. Once approved by the buyer, the final evaluation must be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered, and mailed to the appropriate parties.

**1.10 Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by, the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract, based on this RFP and the vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and the appropriate federal agencies as well as approved as to form by the Attorney General.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for the expenses to prepare the proposal, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentation.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

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

**1.14 Price Quotations:**

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**1.15 Public Record:**

**1.15.1 Submissions are Public Record:**

All documents submitted to the State Purchasing Division related to purchase orders and contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution Center after the award is complete and the documents have been microfilmed.

**1.15.2 Written Release of Information:**

All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request, whichever is greater.

**1.15.3 Risk of Disclosure:**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

**1.16 Schedule of Events:**

Release of the RFP.....	05/18/2007
Vendor's Written Questions Submission .....	05/30/2007
Mandatory Prebid Conference .....	06/04/2007
Final Deadline for Vendor Questions.....	06/05/2007
Addendum Issued / Response to Written Questions.....	06/12/2007
Bid Opening Date .....	06/26/2007

**1.17 Mandatory Prebid Conference:**

A mandatory prebid conference shall be conducted on the date specified above at 10:30 a.m. Said conference will be held at the State Capitol Complex, 1900 Kanawha Boulevard, East, in building 3 (green tile roof) in conference room # 522. (Please note: There is a security checkpoint at the entrance to Building 3.) **All interested bidders are required to be present at this meeting. Failure to attend this mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.**



There is online access to the Department of Health and Human Resources Income Maintenance Manual at [http://www.wvdhhr.org/bcf/family\\_assistance/policy.asp](http://www.wvdhhr.org/bcf/family_assistance/policy.asp). The RAPIDS User Guide, Process Model Narrative, and Disaster Recovery Plan will be available on disk upon written request only to those vendors who attend the Mandatory Prebid Conference. This request should be addressed to Rose Kinder, WVDHHR – RAPIDS Project, 1012 Kanawha Boulevard, East, Charleston, West Virginia 25301 (fax: 304-348-0875).

**1.18 Affidavit:**

West Virginia State Code §5A-3-10a(3)(d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

**1.19 General Terms and Conditions:**

By signing and submitting a proposal, the successful vendor agrees to be bound by the terms and conditions contained in this RFP.

**1.19.1 Conflicts of Interest:**

The vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of its services hereunder. The vendor further covenants that in the performance of the contract, the vendor shall periodically inquire of its officers, members, and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

**1.19.2 Prohibition Against Gratuities:**

The vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of a contract.

For breach or violation of this warranty, the State shall have the right to annul the contract without liability its discretion and/or to pursue any other remedies available under the contract or by law.

**1.19.3 Certifications Related to Lobbying :**

The vendor certifies that no federally appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any federal entity, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress, or an employee of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the vendor shall complete and submit a disclosure form to report the lobbying.

The vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when the contract was made and entered into.

#### **1.19.4 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 the parties to this contract. The vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents.

The vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

The vendor shall be exclusively responsible for the payment to its employees and contractors of 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.

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

The vendor shall not assign, convey, transfer, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association, or entity without expressed written consent of the Agency.

#### **1.19.5 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; (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 laws.

#### **1.19.6 Contract Provisions:**

After the successful vendor is selected, a formal contract document will be executed between the State and vendor. In addition, the RFP and the vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP, and the vendor's proposal in response to the RFP.

**1.19.7 Governing Laws:**

This contract shall be governed by the laws of the State of West Virginia. The vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations (federal, state, and local government).

**1.19.8 Compliance with Law and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws (federal, State or municipal), along with all regulations and ordinances of any regulating body.

The vendor shall pay any sales, use and personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, the equipment, or the services delivered pursuant hereto shall be borne by the vendor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**1.19.9 Subcontracts/Joint Ventures:**

The vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the vendor to be the sole point of contact with regard to all contractual matters. The vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

**1.19.10 Term of Contract and Renewals:**

This contract will be effective January 1, 2008, and shall extend for the period of three (3) years, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of four (4) one-year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period, the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days' written notice. Notice by the vendor of intent to terminate will not relieve the vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in federal and State law or court actions which constitute binding precedent in West Virginia, and which significantly alters the vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the vendor at least thirty (30) days prior to termination of this contract.

The vendor shall not commence any billable work until the contract has been approved by the U.S. Department of Health and Human Services (HHS) and the U.S. Department of Agriculture (USDA).

**1.19.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the services covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency will give the vendor written notice of such non-

allocation of funds as soon as possible after the Agency receives notice. No penalty will accrue to the Agency in the event this provision is exercised.

**1.19.12 Contract Termination:**

The State may terminate any contract resulting from this RFP immediately at any time the vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the vendor fails to remedy the conditions contained in the notice, within the time period specified in the notice, the State shall issue the vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days' prior notice.

**1.19.13 Changes:**

If changes in the original contract become necessary, a formal change order will be negotiated by the State, the Agency, and the vendor and to address changes to the terms and conditions or costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. mail prior to the effective date of such amendment. An approved change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended federal and State regulations and requirements.

As soon as possible, after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identify any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the vendor shall provide a description of the price increase or decrease involved in implementing the requested change. Any amendments must be approved by HHS and USDA.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**1.19.14 Invoices, Progress Payments, and Retainage:**

The vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services. See Section 1.20, Deliverables, of this RFP.

**1.19.15 Liquidated Damages:**

Liquidated damages are not applicable to this RFP.

**1.19.16 Record Retention (Access & Confidentiality):**

The vendor shall comply with all applicable federal and State of West Virginia rules and regulations and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by the vendor. The vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at the vendor's location during normal

business hours upon written request by the Agency within ten (10) days after receipt of the request.

The vendor shall have access to private and confidential data maintained by the Agency to the extent required for vendor to carry out the duties and responsibilities defined in this contract. The vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the vendor, subcontractors, or individuals permitted access by vendor.

## 1.20 Deliverables:

### 1.20.1 *Invoices and Payments:*

The cost of maintenance services and modifications performed by the vendor under the contract awarded as a result of this RFP will be paid in equal monthly installments. The vendor will submit invoices to the State RAPIDS Project with a detailed report of all work initiated through the issues resolution process and worked on during the billing period. The invoices shall be in a form approved by the Agency. State law forbids payment of invoices prior to receipt of services. The vendor will be responsible for payment of all subcontractors, staff, and any other support staff contracted to provide services.

A task that has been approved through the change order process must be totally tested and put into production with completion of the required system documentation. The request for payment must identify the completed task, the date of completion, and have the necessary supporting documentation for the task completion. Payment requests should be submitted only for tasks which have been 100 percent completed, since no partial payments will be made for the completion of individual portions of a task unless so agreed upon in the task estimate and approved in the deliverable schedule.

### 1.20.2 *Deliverables and Report Production:*

Unless the number of copies is otherwise agreed upon, ten (10) copies of each deliverable shall be delivered to the RAPIDS project director in final form on the date specified in the approved work plan. The cost for making copies of deliverables will be the responsibility of the vendor. All deliverables shall be in a format, volume, and frequency as determined by the Agency.

### 1.20.3 *Acceptance of Deliverables:*

The Agency shall accept all deliverables according to the review process described below. This process shall be followed in conformance with any review process specifically designed for this project. Each deliverable shall be subject to review by the Agency to verify that the deliverable satisfies the Agency's acceptance criteria. The Agency will provide the vendor either a written notice of acceptance of the deliverable or a notice of non-acceptance citing the specific requirements that were not met. In instances of a pattern of deficiencies identified by the Agency, the vendor is responsible for identifying all deficiencies. Acceptance will not be unreasonably withheld.

- < The review process allows Agency and vendor personnel at key project checkpoints to determine that the deliverable meets the specifications and is functional in the context of the RAPIDS system.

- < The review process begins with receipt of the deliverable as specified in the RAPIDS change order. The date of receipt is defined as the first working day after the day of delivery to the Agency.
- < The Agency shall have fifteen (15) working days from the date of receipt of each deliverable to provide the vendor with either a letter of acceptance of the deliverable, a notice of conditional approval, a notice of non-acceptance, or a request for additional time to complete its review. If the Agency fails to notify the vendor by the end of this fifteen-day period, the vendor shall provide written notification of such failure to the Agency. Should the Agency fail to respond within five additional days, the deliverable will be deemed approved.
- < The Agency shall notify the vendor in writing within fifteen (15) working days from the date of receipt of each deliverable if the deliverable or any portion thereof is unacceptable. The Agency shall set forth in this notification with particularity the reason for rejection of the deliverable.
- < The vendor shall have ten (10) working days from the date of receipt of written notification from the Agency of rejection of a deliverable to correct the deficiency(ies) and bring the deliverable into compliance and resubmit to the Agency.
- < The Agency shall thereafter have an additional ten (10) working days to repeat its review process.
- < After the review process is repeated and if the deliverable is found acceptable by the Agency, the Agency shall provide the vendor with written acceptance of the deliverable.
- < After the review process is repeated and if the deliverable or any portion thereof is found unacceptable, the notification, repair, and review process shall be repeated until (1) acceptance by the Agency, (2) the Agency, at its option, terminates the contract for cause, or, (3) the Agency grants the vendor a delay or waiver.

The vendor agrees to schedule the flow of deliverables for review by the Agency over a reasonable period of time so as not to create an inordinate demand on State Project Team members. The above deliverable review time frames are established only as a general standard and may vary. Variations in these time frames shall be agreed upon by the Agency and the vendor.

## PART 2: OPERATING ENVIRONMENT

### 2.1 Location:

At the present time, the RAPIDS program/project staff is located at 1012 Kanawha Boulevard, East, Charleston, West Virginia 25301.

### 2.2 Background:

The West Virginia Department of Health and Human Resources entered into a contract with Deloitte & Touche Consulting Services (now known as Deloitte Consulting) to transfer, modify, implement, and warrant an automated eligibility system for the Office of Family Support in October, 1994. This contract required that the system be operational statewide within 24 months followed by a 12-month warranty period. The system transferred was

Wisconsin CARES. RAPIDS was operational within the time required, and the warranty period which was extended to 15 months expired December 31, 1997.

The Agency needed to make significant modifications to RAPIDS to meet changing program requirements mandated by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 and the WV WORKS legislation passed by the West Virginia Legislature. These major changes affected every RAPIDS subsystem including eligibility determination, benefit issuance, and reporting. Therefore, the Agency entered into a contract with Deloitte Consulting in January, 1998. Deloitte performed standard maintenance and enhancement activity and provided 24 months of warranty for all changes made. This contract expired December 31, 2001.

In 2001, the Agency requested proposals from qualified IV-A software programming vendors to perform system application operations, maintenance, enhancements, changes, and Local Area Network (LAN) development and maintenance. As a result, the Agency entered into a contract with Deloitte Consulting. Deloitte is performing standard maintenance and enhancement activity. This contract will expire December 31, 2007.

RAPIDS is a comprehensive integrated mainframe eligibility system. It configures all potential eligibility groups for all assistance programs. Benefits are automatically calculated, issued, and tracked by the system, including any determined overpayments. RAPIDS is a recipient-oriented system designed to support the client/worker interactive interview data collection process and has a consistent user interface. The system features automatic generation of notices, interfaces with State and federal agencies, and meets all State and federal reporting requirements. RAPIDS has also initiated the process of web enabling various portions of the application.

RAPIDS supports the following State and federal programs administered by the Department of Health and Human Resources:

- WV WORKS (TANF),
- Emergency Assistance,
- Refugee Assistance,
- Food Stamps,
- Food Stamp Employment and Training Program,
- Medicaid,
- Children's Health Insurance Program (CHIP),
- Low Income Energy Assistance Program (LIEAP),
- Non-Emergency Medical Transportation,
- WV School Clothing Allowance, and
- Work Programs.

## **2.3 Technical Environment:**

A listing of the hardware at the State's Data Center can be found in Appendix C and a listing of the software on the State's mainframe can be found in Appendix D.

### **2.3.1 Development Environment:**

#### **A. Mainframe**

The RAPIDS application software is currently developed in the PC environment and is migrated to the host. RAPIDS is developed using a Windows 2000 based environment on a Windows NT server and is migrated to the host (mainframe).

Mainframe Express version 2.5 (including CICS option and SQL option for DB2) is used for developing, modifying, and testing online programs, batch programs, and subprograms in the PC Windows 2000 environment.

PowerBuilder version 7.0 is used for maintaining all the application development utilities in the PC environment. COOL:Biz version 5.1.4 is used for maintaining program specifications, mini-specifications, and the data model. CTC-SPF2 version 4.0A is used for editing COBOL programs.

Personal Communications version 5.5 and Blue Zone are used for emulating the mainframe terminal on the Windows PCs, and Symantec Anti-Virus version 10.0.1.1007 is used for virus protection.

**B. Web Based**

The vendor is responsible for the application design, development activities, and the application code migrations. The application is currently developed on a Dell Optiplex GX150, 930 MHz Pentium III, with 512 MB RAM and a 19 GB hard drive. The following software is used for development.

Software	
Formatter Plus v1.2	Live Update v1.8
MS Visual SourceSafe Server	MS Visual Studio 6.0 Enterprise
MS Web Publishing Wizard v1.53	MS XML Parser and SDK
McAfee AntiVirus Corporate Edition	NVIDIA Windows 2000/XP Display Drivers
QUEST TOAD v7.2 Standard	Winzip
Oracle 9i Client	MS Windows 2000 Server
WinVNC	

**C. Project Tracking System**

Two tracking systems are currently in use.

**1. Project Tracking System (PTS)**

Project Tracking System is an automated, in-house, intranet-based, integrated tracking system running Oracle 8. This system is used to log test discrepancy reports and to track Help Desk calls, issues, test scenarios, use cases, and deliverables.

**2. Automated Tracking System (ATS)**

ATS is a web-enabled tool that was developed by Deloitte Consulting to assist in the management of various activities during the implementation of major applications, client policy changes, and general maintenance. The Graphical User Interface (GUI) features allow the user efficient access to data entry and query windows in a user-friendly manner. Some of the main tracking activities supported by ATS are problem/change, deliverable, scenario, issues, and time.



**2.3.2 Production Environment:**

**A. Mainframe**

The Production Region is used exclusively for the real time online mainframe production environment. As of August 2006, the Enterprise Operating System is running z/OS Version 1 Release 7. As of August 2006, the database management for storing all production, acceptance, and training data is DB2 Version 7 Release 1. Migration to DB2 Version 8 is in the process. CICS Transaction service for OS/390 Release 2.2 is the online teleprocessing manager. COBOL for z/OS is the COBOL compiler.

Control-M Release 6.0.08 is used for scheduling batch jobs. Serena Star Tool FDM Version 7.6.0 is used for maintaining partitioned and sequential data sets. Advance Function Printing (AFP) Version 1 Release 1 is the print product used for printing. ViewDirect, MOBIUS, for MVS Version 6.2 is used for report distribution.

Computer Associate's PLATINUM Tools are used by the Database Administrators and other vendor staff approved by the State. CICS Monitor Version 2.3 and DB2 Monitor Version 3.3 are used for monitoring the system's performance.

**B. Web Based**

The production server is used exclusively for the Production Environment. The Production Environment houses the public-facing version of the inROADS application. The State staff is responsible for all application code migrations. The server is a Compaq ProLiant ML570 with 2.0 GHz, 2096 MB RAM, and 135 GB hard drive.

Software	
Adobe Acrobat Reader 8.0	AMS Server
Compaq Management Agents	Compaq Survey Utility
Compaq Version Control Agent v1.0	IIS URL Scan v2.5
Live Update v1.7	MS IE v6.0 SP1
Symantec Antivirus Server	Winzip 8.1
Oracle 9i Server	Windows 2000 Advanced Server
Dameware 4.9.2.6	Microsoft Visual Studio 2006
IBM DB2 Client	MS Office XP Enterprise 2005
BLAT 250	
MoveIT Freely	

**2.3.3 Testing Environment:**

**A. Mainframe**

The Acceptance Test Region is to test the changes in the real time mainframe environment before it is implemented in Production. The unit tested programs are migrated to Acceptance where the test is conducted by the State for different test scenarios. Any changes, minor or major, need to be compulsorily tested in Acceptance before being moved to the Production Region. InterTest Version 6.1 is used for debugging online programs in the Acceptance Test Region.

**B. Web Based**

The system acceptance test server is used exclusively for the system acceptance test (SAT) environment. System acceptance activities are supported by the SAT environment. In addition, this environment may be used for application development if concurrent releases are underway. This server is a Compaq

ProLiant ML370 with 1.266 GHz Pentium III, 1024 MB RAM, AIT 50 GB tape drive, and a 68 GB hard drive.

Software	
Adobe Acrobat Reader 8.0	ATI Display Driver
Compaq Management Agents	Compaq Survey Utility
Compaq Version Control Agent v1.0	IIS URL Scan v2.5
LiveReg	LiveUpdate v1.8
MS IE v6.0 SP1	MS Office XP Enterprise 2005
MS Visual Studio 2005	MS Web Publishing Wizard v1.53
Symantec Antivirus Server	Norton Ghost
MS Visual SourceSafe Server	Winzip 8.4
Oracle 9i Server	MS Windows 2000 Advanced Server
SQLab 4.6	AMS Server
Dameware 4.9.2.6	QUEST TOAD v7.4 Xpert Edition
IBM DB2 Client	
BLAT 250	
MoveIT Freely	

**2.3.4 Training Environment:**

**A. Mainframe**

The purpose of the Mainframe Training Region is to train the State field workers in different case scenarios. The training is carried out by the Bureau for Children and Families Training Unit. This region runs in parallel with the Production Region. The Production load modules and the database contents are copied to the Training Region weekly. This refresh keeps the Training Region in sync with the Production Region. Modifications are carried out first in the Acceptance and Production regions before being copied to the Training Region. This region is accessible only by the trainers.

**B. Web Based**

At this time, the use of a totally separate environment as an alternative to using a portion of the testing environment for training purposes is being evaluated.

**2.3.5 Web Based Integration:**

The Oracle database server is housed on the Integration server. The database is partitioned into two environments to support both the Development and Integration environments. Integration testing is supported by the Integration environment. This environment is also used to support application development activities if concurrent releases are underway. Application code migrations are performed by the vendor.

Software	
Adobe Acrobat Reader 8.0	ATI Display Driver
Compaq Management Agents	Compaq Survey Utility
Compaq Version Control Agent v1.0	IIS URL Scan v2.5
LiveReg	LiveUpdate v1.8
MS IE v6.0 SP1	MS Office XP Enterprise 2005
MS Visual Studio 2005	MS Web Publishing Wizard v1.53
McAfee AntiVirus Corporate Edition	Norton Ghost
MS Visual SourceSafe Server	Winzip 8.1
Oracle 9i Server	MS Windows 2000 Advanced Server

## PART 3: PROCUREMENT SPECIFICATIONS

### 3.1 General Requirements:

The vendor must establish, staff, and maintain an office to provide the services necessary to operate and maintain RAPIDS on an ongoing basis.

### 3.2 Scope of Work/Services:

By signing and submitting a proposal, the vendor agrees to provide all of the services contained in this section of the RFP. All of the services herein are mandatory.

#### 3.2.1 Facilities and Equipment:

The vendor must establish, subject to Agency approval, an office to house the RAPIDS Project. This facility must provide security and adequate space to accommodate the required on-site vendor personnel, as well as 25 State staff which will be co-located with the vendor. The State shall have the option to substitute State space or to accept vendor space for any site. The facility must be operational within 60 calendar days of purchase order issuance. The vendor shall designate an individual or individuals as liaison on all facility-related matters. This individual will be the contact person for issues related to telephones, heating, water, kitchen, restrooms, etc. This individual could be the Director, the Assistant Director, or any designated member of the vendor staff.

#### A. Location Requirements

The vendor's facility must be located within a 50-mile radius of 350 Capitol Street, Charleston, West Virginia. After award, the vendor must submit the proposed site to the Agency for approval.

#### B. Cost

The vendor shall be responsible for all costs related to the rental and operation of such facility, including, but not limited to, leasehold improvements; utilities; office/building security; telephones with voice mail, caller ID, and in-house intercom capabilities; a toll-free line for the Help Desk telephones with roll over and messaging capabilities; office equipment such as fax machines and a copy machine; general office supplies; storage, janitorial services and supplies; and any necessary facility insurance. The vendor will be required to use the Agency's e-mail system. The vendor will be responsible for all the above costs for the State staff co-located at the facility.

#### C. Space Requirements

The vendor shall make adequate square footage of coterminous space available in the facility. Included in the space should be at least five private offices for State staff, a reception area, a kitchen, adequate storage facilities, network server room, water fountains, a water cooler for bottled water, and adequate restroom facilities. Proposed layouts for the facility, including specifications relating to space, leasehold improvements, and support equipment, shall be reviewed and approved by the Agency prior to execution of the office lease.

#### 1. Conference Rooms/Training Rooms

The facility must include at least two conference rooms adequate to handle meetings of 25-30 people. Each room must be equipped with conference tables, chairs, visual aides (i.e., white boards), a speaker telephone with conference call capabilities, and a minimum of six network connections.

**2. Help Desk Area**

The facility must have a help desk area adjacent to the general work area. The help desk area must adequately house PCs, one printer, one fax machine, and telephones, as well as associated furniture adequate to provide a comfortable work area for the three Help Desk staff. This would also include the toll free line with roll over and messaging capabilities.

**3. Parking**

The vendor must make available parking, at no additional cost to the State, adjacent to the facility or at a distance agreeable to the State, for all State staff, as well as an additional three spaces to be used as visitor parking. Handicap parking must be made available, if necessary.

**4. Kitchen Facilities**

This facility must have a separate kitchen area containing, at a minimum, a sink, a microwave, an ice maker, coffee and hot water service adequate for vendor and State staff, and a refrigerator.

**D. Equipment Requirements**

All furnishings, including furniture and general office equipment, used in vendor-provided facilities will be new equipment. This equipment shall become the property of the State of West Virginia at the end of the contract.

**1. Equipment Maintenance and Software**

The vendor must manage and control, at the workstation level, the distribution process of upgrades and fixes to all commercial software and the associated documentation manuals. The vendor must also provide on-site network and technical assistance to all RAPIDS staff. Under **no** circumstances is the vendor permitted to add any IT related hardware and/or software into the DHHR environment without express consent from WVDHHR (OMIS) and WV Governor's Office of Technology.

**2. Equipment for Agency Staff**

At a minimum, each State staff member's cubicle or office must be equipped with the following:

- Desk with drawers (at least one locking drawer);
- Filing Cabinet;
- Table for workstation;
- Touch tone telephone with outside line, voice mail, caller ID, and intercom;
- Speaker phone for the five managers' offices;
- Cabling for PC (done at State's prevailing wage rate); and
- Adequate lighting and electricity.

**3.2.2 Project Responsibilities**

This section addresses the services the vendor must provide to keep the system operating on an ongoing basis and to implement certain routine maintenance activities. The vendor must have current experience in all of the following: mainframe, online teleprocessing, COBOL z/OS, CICS, and DB2 programming, as well as web based solutions and XML. The vendor must also have TELON online programming experience. The selected vendor's responsibilities include, but are not limited to the following.

- A. The vendor must provide for the modification, testing, and release of all RAPIDS software and software documentation.

- B. The vendor must provide for the development, testing, and release of all new RAPIDS software and software documentation.
- C. The vendor must provide functional responsibility for RAPIDS maintained modules.
- D. The vendor must identify computer resources to maintain RAPIDS software and operation documentation.
- E. The vendor must analyze the need to make software modifications, changes, and enhancements.
- F. The vendor must develop procedures to interact with the RAPIDS change control process described in Section 3.2.5, F.
- G. The vendor must provide for the control of releases of RAPIDS enhancements, changes, or modifications.
- H. The vendor must provide the technical expertise to install and activate the RAPIDS system changes.
- I. The vendor must provide staff whose primary responsibility is to produce ad hoc reports from the mainframe DB2 tables or the data warehouse upon request by the State, including retrieval of such reports from the State Data Center. The source of the reports will be determined by the State.
- J. The vendor must populate the data warehouse with the data elements necessary to support reports which are created with Cognos.
- K. The vendor must provide the support required to distribute new versions of the RAPIDS software.
- L. The vendor must provide the support required to maintain 24-hour, seven days a week emergency assistance for RAPIDS production site. Providing such support entails the following.
  - 1. Vendor staff will respond to calls immediately during normal working hours, five days a week, and within one hour during all other times.
  - 2. Vendor staff on call are authorized to make any changes of a purely technical nature (i.e., those changes related to data programming or system performance), but must notify designated State technical staff on the next business day. Personnel designated by the State can also authorize functional changes (i.e., those changes related to business design) on an emergency basis, but must notify the designated State functional lead on the next business day.
  - 3. All on duty staff will be expected to be knowledgeable of the system and have the necessary skills to make needed changes.
  - 4. If the problem resolution requires software modification, corrections may be made to the source programs.

5. Software modifications made in the production support environment are classified as temporary. Permanent changes resulting from a problem will be forwarded to the change control process. A new release and its associated documentation shall be provided to the State in a time frame designated by the State.
  6. If a problem that is critical to RAPIDS operation has not been resolved within four hours after notification or identification of the problem and if the problem cannot be effectively resolved by on-site staff, the vendor shall have the necessary qualified individuals at the RAPIDS Project site within twelve hours. The cost for this activity will be borne by the vendor. The problem resolution should not exceed 24 continuous hours after notification or identification of the problem.
  7. When a critical issue that affects production is identified, the project director or their designee is to be notified, in person or by telephone, and provided with documentation that includes an explanation of the nature and resolution of the event. This notification requirement includes not only the system programming issues and network issues, but also includes necessary equipment and supplies such as benefits stock, envelopes, paper, etc., that are required for successful and uninterrupted business processes.
- M. The vendor must establish a methodology or methodologies to test the RAPIDS system. The testing structure should follow a phased approach as follows.
1. Unit Testing is used to test individual modules.
  2. Integrated Testing is used to test the RAPIDS system as a collection of tested programs to ensure all system functions, including batch, are performed and that proper communication exist between programs.
  3. User Testing is used to ensure that all functional requirements are met.
  4. Regression Testing facilitates the full testing of functional dependencies and facilitates acceptance testers' ability to not only test isolated programming fixes, but also test any functionality dependent programs that may have been impacted.
  5. Conversion Testing is used to ensure that integrity and conformity of all data elements to be converted are maintained.
- N. The vendor must maintain a comprehensive package of testing data and materials for use in evaluating RAPIDS. The test data and materials should be able to accurately predict all possible conditions, plus expected results, for base test and other installations.
- O. The vendor must create documentation no later than 30 calendar days from date of change, as well as maintain all system and operational documentation, as necessary .
- P. The vendor must provide quality assurance functions as necessary. This includes, but is not limited to:
1. Database reviews,

2. Documentation reviews,
3. Code reviews,
4. System review (both technical and programmatic), and
5. Test plans.

- Q. The vendor must make appropriate staff available to meet with State staff as needed.
- R. The vendor must provide ongoing reports of activity, status, and expenditures as required to the Agency.
- S. The vendor must provide staff support for meetings.
- T. The vendor must provide functional responsibility for RAPIDS disaster recovery and periodic testing for that recovery. In addition, the vendor must provide complete functional responsibility for network and PC disaster recovery. The vendor must maintain disaster recovery documentation.
- U. The mainframe response times are exclusive of any telecommunications time on the network or queuing time in the host and are defined as: the total amount of time that a transaction takes to complete processing in the central processing unit (CPU). This time is measured from the time a transaction enters the CPU and leaves the CPU which is reflected on the daily TMON CICS report. Print commands are measured by the elapsed time after the command is given to print a screen or report until it appears in the appropriate queue.

The vendor must ensure that response times meet the following minimum standards:

1. Menus -- The response time must be within three (3) seconds for ninety-five percent (95%) of all these transactions.
  2. Simple Inquiries -- The response time must be within four (4) seconds for ninety-five (95%) of all these transactions.
  3. Complex Inquiries -- The response time must be within six (6) seconds for ninety-five (95%) of all these transactions.
  4. Multi-function Updates -- The response time must be within eight (8) seconds for ninety-five (95%) of all these transactions.
  5. Multi-Unit-of-Work Programs -- The response time must be within fifteen (15) seconds for ninety-five (95%) of all these transactions.
- V. The vendor must ensure that the response times for the inROADS application and the web enabled portions of the application meet the industry standard of less than two (2) seconds.
- W. The vendor must provide staff whose primary responsibility is batch cycle monitoring for all RAPIDS jobs and ensuring that the batch cycle completes at least two hours prior to the online window. A report of the results of the batch cycle must be provided no later than the morning after the batch run.
- X. The vendor must provide staff to maintain the following environments: development, integration, production, acceptance test, training, and the web.

- Y. Whenever measurements point out that specific transactions are not meeting their respective performance requirements, the vendor will work with the State to determine the cause of and the solution to the non-performance. Furthermore, the vendor will work with the State to improve functionality to ensure the most cost effective use of the mainframe network.

The vendor further agrees to evaluate the transactions that fail to meet the ninety-five percent (95%) standard and to present the results of the evaluation to the Agency. The evaluation will address efficiency of code, complexity of the transaction, and user requirements. If the efficiency of code or some other application related problem is determined to be a cause of the performance problem, the vendor will document the corrective action to be taken and will make the changes in accordance with the documented corrective action plan.

The State reserves the right to engage an outside contractor for system evaluation purposes. The vendor will be responsible for completing State recommended changes at no additional cost to the State.

- Z. The vendor must ensure RAPIDS online availability window of 7:00 a.m. to 7:00 p.m., Monday through Friday, and 7:00 a.m. to 5:00 p.m. on Saturday and Sunday as required at the discretion of the State.
- AA. The vendor must implement periodic mass changes which update eligibility and benefit determinations on all or part of the RAPIDS caseload. These include, but are not limited to, reference table mass changes such as COLAs or other changes to eligibility parameter tables. Mass changes may also be used to implement software changes that affect large segments of the RAPIDS caseload. All resulting mass mailings and notices must meet State requirements.
- BB. The vendor must implement periodic mass mailings which notify all or part of the individuals known to RAPIDS of information pertinent to their situation. All mailings must meet State requirements (i.e., format, font, text size, timelines, etc.).
- CC. Tracking systems selected by the vendor must have the approval of the State and must allow for conversion of all current and historical data from the current tracking systems. Any tracking system selected must have capability equal to or greater than the current systems.
- DD. The vendor must take necessary measures to utilize the most cost effective operation of RAPIDS which includes but is not limited to data storage costs and batch and non-batch CPU costs such as, but not limited to the following.
1. The vendor must NOT run batch jobs during primetime hours (8:00 a.m. – 5:00 p.m.) unless deemed necessary by the State.
  2. The vendor must run SQLs through batch unless otherwise directed by the State.
  3. The vendor must review data storage usage and cost such as, but not limited to, ensuring the use of EXPDT/RETP and RLSE, parameters, State approved GDG limit, and deleting unneeded datasets.



EE. The vendor's technical staff must keep a current skill through training and workshops available.

### 3.2.3 Software Modification Hours Pool:

The vendor will perform software modification requirements analysis and development activities throughout the maintenance contract.

The Agency will maintain a pool of twenty thousand (20,000) hours per year for the life of the contract for software modification activities. Only State-approved hours will be included in the hours counted against the pool of twenty thousand (20,000) hours. The State will determine which modification requirements analysis and development activities work will be charged to the Software Modification Hours Pool. As with all contractor personnel, the Agency will have approval over personnel assigned to the project for these activities. Costs associated with the modifications using these hours will not be separately reimbursable and must be included in the prices bid using the average hourly billing rate shown on the Change Order Rates Breakdown, Appendix B, Schedule C.

If modification hours approved by the Agency are fewer than twenty thousand (20,000) hours, the Agency will deduct the amount equivalent to the number of hours remaining times the average hourly staff billing rate shown on the Change Order Rates Breakdown from the final vendor payments.

When a system modification becomes necessary, the Agency will notify the vendor of the nature of the modification and request a feasibility study and cost estimate. Objectives for the study will be defined, along with methods of performance, time required (work days or hours), as well as additional resources. Software modification activities will be controlled through a process incorporating the following:

- A. All software modifications will be tracked by a State approved process.
- B. The Agency will prioritize software modification activities.
- C. The vendor will respond in writing to each modification request within a time frame agreed upon by Agency project director and vendor project manager. The response will include the vendor's understanding of the requirement, an estimate of the complexity of the modification, and the impact on operations and other modification development.
- D. If the Agency wishes to proceed with the modification, the vendor will be asked to provide a detailed estimate of the effort required to make the changes. For each task included in the modification, the vendor will provide:
  1. The type of resource (i.e., programmer analyst, project manager, etc.) performing the task;
  2. The estimated hours to complete the task by resource;
  3. The dollar rate for each resource; and
  4. Total charges for the task development.
- E. Based on the vendor's estimates and the Agency's approval, the Agency will reprioritize the desired modifications and set target dates. The vendor will devote its time and effort to those projects based on the Agency's priorities.

- F. Modifications must be approved by the Agency as having been tested and placed into production before an invoice for the hours can be submitted by the vendor.
- G. The hours estimated may be modified at the time programming specifications are approved, if the scope changes. New hours and cost estimates must be approved by the Agency.
- H. If modification hours requested by the Agency exceed twenty thousand (20,000) hours for a given year, the vendor will provide additional hours for modifications at the change order/modification rates shown on the Change Order Rates Breakdown, Appendix B, Schedule C. For approval of hours in excess of twenty thousand (20,000), please refer to Part 1.19.13. The expanded service will be documented and appended to the contract and become subject to all relevant terms and conditions of the contract between the parties.

#### **3.2.4 Management and Reporting:**

The goal of these requirements is to provide regular and frequent communication to the Agency regarding the following: staff resources, management approach for new tasks, adherence to schedules, and problems or issues that could affect successful outcomes of work under the contract.

##### **A. Meetings**

The vendor must propose an approach for regular meetings with the Agency to review, prioritize, and plan work to be carried out under the contract. The proposal should address who should attend, regularity, responsibility for minutes, and documentation or resolution of issues.

##### **B. Reports**

The vendor must provide a plan for the creation and dissemination of reports. This is explained in further detail in Section 3.2.5.

##### **C. Issues Resolution**

The vendor must propose a plan that addresses the elevation of issues for joint management decision by the vendor and the Agency. This plan should address the documentation, tracking, joint resolution and timely disposition of issues which affect any of the areas of work under the contract which cannot be resolved at the staff level.

##### **D. Communications**

Vendors are encouraged to propose innovative approaches for using communication technology to facilitate and enhance a collaborative and productive exchange of management information between the Agency and the vendor.

**3.2.5** The technical component must be thorough and sufficiently detailed to allow the Agency to fully evaluate proposed operations, and to assure the Agency that, if the vendor is selected, RAPIDS will be maintained and properly documented. The following areas must be addressed in the proposal:

- Routine maintenance of all environments,
- Emergency maintenance,
- Major system enhancements,
- Software release and change control,

- Software testing,
- Program migration,
- System management,
- Database administration,
- Staff support,
- System security,
- Job tracking, and
- Network monitoring strategies.

Some of these areas are described below.

#### **A. Routine Maintenance**

Routine maintenance is the technical and managerial tasks required to maintain production schedules, efficient computer utilization, resource consumption, application program development and application program revision projects. Such system changes normally will be made to accommodate those routine policy changes as required by federal or State policy and to keep RAPIDS software current and correct. Routine changes may also be requested by the Agency to accommodate changes in business procedures and processes, changes in policy (both federal and state), work flows, and controls. Such changes may be to inputs, files, databases, outputs, or they may be required because of a change in reporting procedures.

The vendor agrees to conform to the State's Information Technology Procedures which include, but are not limited to, data set naming conventions, transaction naming conventions, and program naming conventions.

All changes to the system defined as routine maintenance, except for correcting certain system discrepancies, must have prior approval of the Agency before the change is made and the vendor must obtain approval from the Agency prior to releasing such changes into production.

All routine maintenance services will be performed by the vendor.

The vendor must fully describe in its proposal how it will provide the necessary support/maintenance required for the RAPIDS system of software, including but not limited to, code review, unit test, acceptance test, training region, and production. Such support includes, but is not limited to, the following.

1. The vendor must make necessary software modifications to all program modules, but not necessarily limited to errors discovered during Quality Assurance reviews, errors discovered during normal production review and monitoring, modifications to enhance technical aspects of the system, and required Agency mandates and/or requests.
2. The vendor must provide quality control functions on a regular basis. This includes, but is not limited to, database reviews, document reviews, and system reviews (both technical and programmatic).
3. The vendor must maintain a comprehensive package of testing data and materials for use in evaluating RAPIDS. The test data and materials should be able to accurately predict all possible conditions, plus expected results for base test.

4. The vendor must maintain all system, operational, and technical documentation in a software and format approved by the Agency as necessary for RAPIDS.
5. The vendor must provide and maintain a system to manage required and necessary changes to RAPIDS in a format approved by the Agency.
6. The vendor must be responsible for the creation and maintenance of database objects to include table spaces, table views, and indexes. The vendor **must** schedule database backups, reorgs, runstats, and other database utilities.

**B. Emergency Maintenance**

Emergency maintenance is the technical and managerial tasks required to provide temporary software modifications in an emergency to all system environments.

The vendor may correct certain system discrepancies on his own authority, i.e., analyze and debug programs, data, or file problems resulting from operations programs and make all necessary changes in a specified program, file, or operation to assure optimum system efficiency and effectiveness and to upgrade performance to the level contracted for. However, these corrections of system discrepancies must be reported to the RAPIDS project director in project status reports and/or meetings, unless the urgency of the situation, due to potential system damage or interruption of agency business, requires that such notification be done sooner.

The vendor must describe its process for providing emergency assistance to RAPIDS production site 24 hours a day, seven days per week. This process should include, but not be limited to, the duties listed in Section 3.2.2, L.

**C. System Changes**

System changes are changes which could not be anticipated at the time the contract was issued and will be implemented under Section 3.2.3, Software Modification Hours Pool. Any additional changes over and beyond the 20,000 per year will be handled through the change order process which is described in Section 1.19.13. The vendor must also provide a detailed description of its system development life cycle methodologies.

**D. Software Releases**

The vendor must describe the system of controls and the support for new versions of the RAPIDS software. This activity should also include new software, software enhancements, and/or modifications.

**E. Software Testing**

The vendor must describe its structured approach to conducting RAPIDS system tests.

**F. Change Control**

The vendor must fully describe the procedures it will incorporate to control changes made to all RAPIDS system environments.

1. These procedures should fully provide reassurance to the Agency that RAPIDS is stable and reliable by alerting State Project staff of any known problems or any known proposed changes to solve problems.

2. These procedures should fully provide accountability for any changes by being able to identify specifics about each change request.
3. These procedures should fully provide for timely response to inquiries about the status and disposition of all change requests submitted.
4. These procedures should fully provide a mechanism for identifying and controlling costs of each change request.

**G. Staff Support**

The vendor must fully describe the staff support it will provide for RAPIDS conferences, maintenance meetings, telephone conferences, and other functions as required for the following areas which include but are not limited to systems/programming, financial, status, enhancements, program migration, system management, DBA, job tracking, and network monitoring.

**H. System Security**

The vendor must fully describe its plan for RAPIDS.

**I. Reports**

The vendor must provide a plan for the creation and dissemination of reports. The proposal must include sample reports or mock-ups for reports showing proposed content and level of detail. The following is the minimum level of required reports.

1. The vendor is required to provide a monthly production maintenance report on the status of all areas of work. It will highlight problems or special activities in production maintenance. It will also address any issues, problems, or changes related to facilities and equipment.
2. The vendor is also responsible for a software change and enhancement report. This report will describe the status, progress, and problems related to all software modification and enhancement work that is currently under way. Preparations for planned work will also be addressed (when it will start, likelihood to start on time, resources, etc.)

**3.2.6 Staff Qualifications**

All key personnel must be assigned 100 percent (full-time) to the RAPIDS Maintenance Project and on-site the term of the contract. Whenever possible, the vendor will notify the Agency one calendar month prior to replacing any key staff. Job description for key staff are listed below.

**A. On-Site Project Manager (one position)**

The project manager will be the primary point of contact with the Agency's project director for activities related to contract project management and scheduling, correspondence between the State and the vendor, and deliverable reviews. This person will be considered key personnel and must not serve in any other key personnel position for another client. The project manager must be assigned 100 percent (full-time) to the RAPIDS Project, must be present from the first day of the contracting period through the elected option years, must be housed on-site full-time and must have the following qualifications.

1. The on-site project manager must have two (2) or more years of project management experience on a system comparable in complexity to RAPIDS;

2. The on-site project manager must have five (5) years of system analysis, including design, development, and implementation on an automated IV-A system comparable in size and complexity to RAPIDS, as well as at least one (1) year of experience on an automated IV-A system that includes work programs, TANF, and welfare reform.
3. The on-site project manager must have a Bachelor's Degree.

**B. On-Site Deputy Project Manager (one position)**

The person in this position will be responsible for the functional area of the contract, such as production maintenance or software changes/enhancements. This individual will supervise the track managers as well as backup the project manager. The deputy project manager will be considered key personnel, must be full-time to the RAPIDS Project, must be housed on-site full-time, and must have the following qualifications.

1. The on-site deputy project manager must have management experience in one (1) or more projects involving the development or maintenance of an automated, integrated IV-A system for a federal or government agency.
2. The on-site deputy project manager must have three (3) years of analysis and design experience on a IV-A statewide system similar to RAPIDS.
3. The on-site deputy project manager must have two (2) years of experience working with users to define their needs and product outputs to satisfy those needs in a pre-determined time frame.
4. The on-site deputy project manager must have two (2) years of CICS/DB2 experience in the last five (5) years with the last twelve (12) months being with DB2 version 7 or greater.
5. The on-site deputy project manager must have a Bachelor's Degree.

**C. Technical Manager (one position)**

The technical manager will be the primary point of contact for all technical functions of RAPIDS and will work closely with the State Office of Management Information Services staff, the State Data Center staff, the RAPIDS database administrator (DBA), and the network/software coordinator. This individual will also be the backup for the DBA and the network/software coordinator, must be housed on-site full-time, and any additional assignments must have the approval of the State.

The responsibilities will include quality assurance, monitoring, code reviews, and ensuring RAPIDS meets specified response times, system changes and upgrades; routine program reviews; technical documentation update; migrations of any tool sets, environments, or software; and disaster recovery. In addition, this individual is responsible for monitoring and providing DASD usage and implementation, CICS DB2 performance and statistics, and CPU projection.

The technical manager must be employed full-time at the RAPIDS site. This individual will be considered key personnel, must not serve in any other key personnel positions for another client, and must have the following qualifications.

1. The technical manager must have significant experience using COOL: Biz for development and maintenance of data models, using case tool data base designs, using Computer Associate's PLATINUM DB2 products, and using TELON, XML, and Oracle.

2. The technical manager must have five (5) years of system analysis, design, programming, testing, and implementation on a system comparable in size and complexity to RAPIDS with at least three (3) years of experience on an automated IV-A system.
3. The technical manager must have two (2) years of performing DB2 database administration activities on a system comparable in size and complexity to RAPIDS.
4. The technical manager must have three (3) years of experience using DB2 Version 7 or greater.
5. The technical manager must have two (2) years of experience in fine-tuning a system comparable in size and complexity to RAPIDS.
6. The technical manager must have a Bachelor's Degree.

**D. Track Managers (minimum of six positions)**

The track managers will be responsible for one or more RAPIDS subsystems or areas of assignment serving a customer base. Assignments must have the approval of the State. They will supervise the work of senior programmer analysts and programmer analysts. These persons will be considered key personnel, must be housed on-site full-time, and must have the following qualifications.

1. A track manager must have management experience in one (1) or more projects involving the development or maintenance of an automated, integrated IV-A system for a government agency.
2. A track manager must have two (2) years of analysis and design experience on a IV-A statewide system comparable in size and complexity to RAPIDS.
3. A track manager must have three (3) years of system analysis experience, with special attention given to design, programming, testing, and implementation.
4. A track manager must have two (2) years of experience working with users to define their needs and product outputs to satisfy those needs in a pre-determined time frame.
5. Five track managers must have two (2) years of CICS/DB2 experience in the last five years with the last twelve (12) months being with DB2 version 7 or greater. One track manager must have two (2) years of experience in J2EE/Java related development.
6. A track manager must have a Bachelor's Degree.

**E. Database Administrator (minimum of one and one-half positions)**

The database administrator will be responsible for performing all database administration functions on the RAPIDS databases. This includes the design, development; support of database structures; regular monitoring of production, training, and acceptance performance; and database performance tuning. This person will be considered key personnel, must not serve in any other key personnel position for another client, must be housed on-site full-time and must have the following qualifications. Any additional non-mainframe DBA assignments must have the approval of the State.

1. A database administrator must have significant experience using COOL: Biz for development and maintenance of data models and PLATINUM DB2 products.
2. A database administrator must have two (2) years of DB2 database administration experience on a system comparable in size and complexity to RAPIDS.
3. A database administrator must have three (3) years of experience with CICS and DB2 Version 7 or greater on a system comparable in size and complexity to RAPIDS.
4. A database administrator must have a Bachelor's Degree.

**F. Network/Software Coordinator (one position)**

The Network/Software Coordinator will be responsible for the installation and maintenance of vendor software and State software, upon request; installation, upgrade and maintenance of vendor hardware and State hardware, upon request; migration of software to acceptance and production environments; maintenance of vendor User IDs; back-up tapes for the network; and back-up CDs for the project tracking systems. This person will also be responsible for the PCs, network printers, local printers, copiers, and fax machines and also functions as liaison with and provides assistance to DHHR MIS with regard to software and hardware problem resolution. This person will be considered key personnel, must be housed on-site full-time and available during State business hours and must have the following qualifications.

1. The network/software coordinator must have three (3) years of network administration.
2. The network/software coordinator must have two (2) years of microcomputer experience installing and maintaining development software, including Word, TELON, Sterling/COOL: Biz, Mainframe Express Merant, Windows 2000, and Windows NT is preferred, but not mandatory.
3. The network/software coordinator must have two (2) years of experience supporting and maintaining host emulation software (IBM Personnel Communications/3270 or BlueZone) to transfer data across platforms (PC/Network to Mainframe), desktop computer configuration and maintenance, and maintaining and troubleshooting the Agency's email application.
4. The network/software coordinator must have a Bachelor's Degree.



**G. Senior Programmer Analysts (minimum of five positions)**

The senior programmer analysts will be responsible for analysis, design, coding, testing, and documentation of modifications to RAPIDS software. They will function as lead analysts for the subsystems. These individuals will be considered key personnel, must be housed on-site full-time, and must have the following qualifications.

1. A senior programmer analyst must have experience implementing large systems software development.
2. A senior programmer analyst must have three (3) years of system analysis and programming experience on large scale systems, including working directly with customers to define their needs and providing product outputs satisfying those needs in a pre-determined time frame.
3. A senior programmer analyst must have four (4) years of COBOL programming experience with the last six (6) months using COBOL OS/390 & VM or z/OS.
4. A senior programmer analyst must have three (3) years of CICS programming experience.
5. A senior programmer analyst must have three (3) years of DB2 version 7 or greater programming experience.
6. A senior programmer analyst must have two (2) years of TELON experience.
7. A senior programmer analyst must have three (3) years of TSO/ISPF experience.
8. A senior programmer analyst must have two (2) years of post-secondary education in a related field, but a Bachelor's Degree in a related field is preferred.

**H. Programmer Analysts - Mainframe (minimum of fifteen positions)**

The programmer analysts will be responsible for analysis, design, coding, and documentation of modifications to RAPIDS software, must be housed on-site full-time, and must have the following qualifications.

1. A programmer analyst must have two (2) years of system analysis and programming experience on large scale systems, including working directly with customers to define their needs and product outputs satisfying those needs in a pre-determined time frame.
2. A programmer analyst must have two (2) years of COBOL programming experience with the last six (6) months being with COBOL OS/390 & VM or z/OS.
3. A programmer analyst must have one (1) year of CICS programming experience, TELON development experience preferred.
4. A programmer analyst must have one (1) year of DB2 version 7 or greater programming experience.
5. A programmer analyst must have two (2) years of TSO/ISPF experience.
6. A programmer analyst must have two (2) years of post-secondary education in a related field, but a Bachelor's Degree in a related field is preferred.

**I. Programmer Analysts - Web Initiatives (minimum of four positions)**

The programmer analysts will be responsible for analysis, design, coding, and documentation of modifications to RAPIDS software, must be housed on-site full-time, and must have the following qualifications.

1. A programmer analyst must have two (2) years of system analysis and programming experience on large scale systems, including working directly with customers to define their needs and product outputs satisfying those needs in a pre-determined time frame.
2. A programmer analyst must have two (2) years of J2EE/Java programming experience.
3. A programmer analyst must have two (2) years of experience with databases like Oracle and IBM DB2, in database design, PL/SQL, Queries, Triggers, Stored Procedures, DB2 Client.
4. A programmer analyst must have two (2) years of experience with enterprise integration technologies, Message Oriented Middleware (MOM) like WebSphere MQ, IBM MQ Workflow, WebServices, SOAP, WSDL, UDDI, IBM workflow, JMS, Hibernate, or LDAP.
5. A programmer analyst must have two (2) years of post-secondary education in a related field, but a Bachelor's Degree in a related field is preferred.

**3.3 Special Terms and Conditions:****3.3.1 Bid and Performance Bonds:**

All vendors are required to submit a bid bond with their proposal. The amount of the Bid Bond shall be in the amount of \$200,000.

A Performance Bond is required from the successful vendor. The amount of the Performance Bond shall be equal to 100% of the total of the vendor's proposed cost. The successful bidder will be required to furnish the Bond to the Department of Administration upon award. The Performance Bond will be procured at the expense of the bidder, naming the Department of Administration as the obligee.

**3.3.2 Insurance Requirements:**

The vendor, as an independent contractor, is solely liable for the acts, omissions and/or negligence of its employees and agents. Proof of insurance shall be provided by the vendor prior to award. The vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) arising from acts, omissions and/or negligence on the part of the vendor, its agents, and employees in the following amounts:

- For bodily injury (including death): minimum of \$1,000,000 per occurrence.
- For property damage: minimum of \$1,000,000 per occurrence.
- For professional liability: minimum of \$1,000,000 per occurrence.

**3.3.3 License Requirements:**

Vendors shall also provide proof of Workers' Compensation coverage that is acceptable to the State. The Agreement Addendum (WV-96), See Appendix A, must be signed by the vendor prior to award.

**3.3.4 Continuity of Services:**

Notwithstanding any other provisions of this contract, any contract resulting from this RFP is intended to provide continuity of services and the management thereof on a continuous basis. In the event of termination or at the conclusion of the contract, the vendor must, under terms agreed to by both the vendor and the State, assure the continuity of services. These services must be at a level consistent with the contract terms for a period not to exceed twelve (12) months from the notice of termination or conclusion of the contract or until such time as the Agency can provide for an alternate vendor.

**3.3.5 Ownership of Information, Software, and Data:**

The Agency, HHS, and USDA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to do so, all application software including, but not limited to, all source and object code, instructions, files, and documentation composing the statewide RAPIDS which is installed as a result of the contract. The license shall include all components of RAPIDS described in the RFP.

The vendor will convey to the Agency, in a time, form and format acceptable to the Agency in accordance with this RFP, copies of system documentation, operating instructions and procedures, training materials, including video presentations and computer-based programs, and all data processing programs, or portions thereof, that are part of RAPIDS.

Excepted from the provisions of this section are all the vendor's proprietary tools, programs, methodologies and systems used by the vendor in the production and creation of RAPIDS, including internal vendor work manuals, procedure manuals, and internal writings and materials, as long as such items are not needed by the Agency in order to maintain and operate the system independently upon conclusion of the contracting period.

A fundamental obligation to be imposed on the vendor herein is the licensing by the vendor to the Agency or RAPIDS, including but not limited to any and all application software and operational plans. This obligation applies whether or not the vendor characterizes any part of the system as proprietary or fails to claim for the cost thereof.

With regard to work performed by vendor's subcontractors, the vendor will require that all agreements with its subcontractors include provisions that the vendor shall have the unrestricted use, including transfer to the Agency, of all deliverables of such subcontractors.

The vendor agrees to furnish to the Agency a copy of the RAPIDS documentation created at any time during the contracting period brought up-to-date to the date of delivery.

When the Agency shall come into possession of the application software, documentation, and plans developed for this contract, the Agency shall thereafter have the absolute right to modify them for any function which the Agency deems desirable.

In addition, any software products necessary to operate RAPIDS in the production environment as a part of this RFP, will be purchased by the Agency. In such event, the Agency agrees to grant to the vendor, at no charge, but subject to customary confidentiality and other license terms and conditions, the right to use such software during the term solely to provide the services to the Agency. Proprietary operating vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this contract. The vendor acknowledges that it will have no right, without the prior written approval of the Agency, to make changes to any software used in providing services provided under the terms of the contract if the changes would require the Agency to incur costs to modify or upgrade other software used by the State or for which the State is financially responsible.

### **3.3.6 Copyright of Data:**

The vendor may not publish or copyright any data using the Agency's name without prior written approval by the Agency, unless otherwise stated herein. The State may not publish or copyright any data using the vendor's name without prior written approval by the vendor, unless otherwise stated herein.

"Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to, all reports, surveys, plans, charts, recordings (video and/or sound), pictures, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder. Except with respect to any commercial software, the Agency will be and remain the owner of all data provided to the Agency by the vendor or its agents, subcontractors, or representatives pursuant to the contract other than the vendor's internal administrative procedure records. The vendor will not use the data for any purpose other than providing the services, nor will any part of the data be sold, assigned, leased, or otherwise disposed of to third parties or commercially exploited by or on behalf of the vendor or any third party without prior consent of the Agency. The vendor will not possess or assert any lien or other right against the data.

Neither the vendor nor any of its subcontractors will incorporate any pre-existing copyrighted materials into a deliverable that will be provided to the Agency or use any pre-existing materials to produce a deliverable if such pre-existing materials will be needed by the Agency in order to use the deliverable unless 1) such pre-existing materials and their owners are identified to the Agency in writing and 2) such pre-existing materials are either readily commercially available products for which the vendor or its subcontractor, as the case may be, will obtain a license in the name of the Agency or are materials that the vendor or its subcontractor, as the case may be, has the right to license to the Agency and licenses to the Agency on terms and conditions acceptable to the Agency prior to using such pre-existing materials to perform the services.

Excepted herefrom are data already published, in the public domain, not developed specifically for this contract or project, or previously used by the vendor in other projects.

### **3.3.7 Patent, Copyright, & Other Proprietary Rights Indemnification:**

The vendor warrants that all deliverables, software, supplies, and other products as specified in the RFP and provided by the vendor hereunder do not and will not infringe upon or violate any United States patent, copyright, trade secret, or any other

proprietary right of any third party. In the event of any claim by a third party against the Agency, the Agency shall promptly notify the vendor and the Agency shall cooperate in the vendor's defense of such claim at vendor's expense and the vendor shall indemnify the Agency against any loss, cost, expense, or liability arising out of such claim, including reasonable attorneys' fees.

**3.3.8 Related Contracts:**

The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The vendor shall cooperate fully with any other contractors, consultants, or other parties that may be engaged by the State in connection with the objectives of this contract and permit access by all such other parties, as requested in writing by the State, to any procedures and records related to this project that may be in the possession or under the control of the vendor. The State agrees to coordinate the efforts of other contractors so that their efforts do not interfere with, delay or increase the cost of the vendor's performance of this contract. The vendor shall not be responsible for any acts of, omissions of, or delays caused by any third parties engaged by the State.

**3.3.9 Warranty:**

Work priorities will be established by the Agency. The number of resources available during each phase of the modification period will be as indicated. Bi-monthly, or more often if needed, Agency and vendor management will meet to discuss the priorities of work. The Agency will direct the fixed resources as to which changes should be made and which problems should be corrected. If the Agency chooses to provide technical resources for specific initiatives, the vendor will provide on-the-job training for those State resources. On-the-job training will be the same training provided to vendor personnel.

The vendor shall be required to expressly warrant deliverables as being compliant with the terms of this RFP. The vendor will warrant the following for all application software.

- The application software shall operate as described in the vendor's proposal and as detailed in the applicable sections of this RFP.
- The application software shall operate and conform to the detailed system specifications described in the vendor's software documentation, which must be approved by the Agency.
- The application software shall conform to approved project standards.

This warranty encompasses correction of deficiencies in deliverables and revision of the same as necessary to meet the above criteria, including deficiencies found during testing, implementation, or post-implementation. The vendor must promptly, within such reasonable period of time as may be specified by the Agency, correct any nonconformities from specifications and all software related and performance deficiencies of RAPIDS. This may require emergency maintenance to correct code problems on a 24-hour, seven days a week basis.

The vendor will also be responsible for correcting and/or updating any documentation affected by any maintenance performed under this warranty provision in accordance with Section 3.2.2.O.

The vendor's responsibility with respect to maintenance/modification shall be to commence correction of deficiencies or implementation of mutually agreed upon

changes in the system within a timely basis as defined by the Agency and commence correction/changes in software upon notification by the Agency of such deficiencies/changes, using diligence to dispatch as agreed between vendor and the Agency. If the vendor fails to repair a deficiency within the contracting period, the Agency may, at its option, act to repair, and the vendor shall be required to reimburse the Agency for all costs incurred. Incurred costs may include, but are not limited to, State salaries, loss of resources, loss of business, third party consultants, damage to software, etc.

#### **3.3.10 State Property:**

The vendor shall be responsible for the proper custody and care of any State-owned property furnished for its use in connection with the performance of this RFP, and the vendor will reimburse the State for its loss or damage, normal wear and tear excepted.

### **4.0 PROPOSAL FORMAT**

#### **4.1 Vendor's Proposal Format:**

The proposal should be formatted in the same order, providing the information listed below.

##### ***Title Page:***

The title page should state the RFP subject and number, the vendor's name, the business address, the telephone number, and the name of a contact person authorized to speak on behalf of the vendor. The title page should also be dated and signed.

##### ***Table of Contents:***

The table of contents should include a clear identification of the material by section and page number.

##### ***Section I - Statement of Understanding:***

- A. The vendor shall submit a detailed narrative demonstrating its understanding of the work to be performed in Part 3.2 Scope of Work/Services. The detailed narrative should be in the same order and reference the items described in Scope of Work/Services. In addition to the statement that is provided, the evaluation committee may also consider the vendor's understanding of the requirements as exhibited by other parts of the vendor's technical response.
- B. Vendors should detail how they will be able to commence providing services upon issuance of a contract and continue to provide those services.
- C. In this statement of understanding, the vendor must affirmatively agree in writing that if it is the selected vendor and if its RAPIDS maintenance activities are terminated, it will use its best effort to accomplish an orderly transition of the responsibilities to its successor. This includes full cooperation (and that of any subcontractor) with the successor, participation in transition meetings, support to pre-proposal conferences, operation work-throughs and providing key personnel to assist in a transition.

##### ***Section II - Corporate Qualifications, Background, and Experience:***

The purpose of this section is to provide the Agency with a basis for determining the vendor's ability and capability for undertaking a project of this size.

- A.** Vendors must describe their organization's background, qualifications, and experience. The vendor must provide credible, detailed evidence of its related experience and capabilities in providing the required services within the previous ten years. This description should include any experience the vendor may have had in implementing web-based enhancements to other systems, especially IV-A systems and data warehousing development and maintenance experience. The purpose of this section is to provide the Agency with a basis for determining the vendor's capability for undertaking a project of this size. The Agency is not interested in a voluminous description. A concise, but thorough, description of relevant experience is required. Descriptions should include the size and complexity of the systems the vendor designed, implemented, or for which it provided ongoing support, including the number of screens and reports, total number of programs and lines of code, transaction volume, system response times, etc. Special attention should be given to experience with large online IV-A projects using DB2, COBOL OS/390 & VM, and CICS; web-based systems using Oracle and XML; government system projects; data warehousing; and projects dealing with income maintenance programs.

The vendor will provide the following information:

- change in ownership;
  - office location;
  - relationships with the State;
  - all prior and existing government contracts within the previous ten years;
  - vendor's employee relations to State;
  - persons employed by both the State of West Virginia and vendor;
  - subcontracts/subcontractors;
  - background of the parent and/or subsidiary company, its size, lines of business, and personnel and technical resources;
  - date established;
  - primary business;
  - total number of employees;
  - number of individuals involved in human services computer systems maintenance, transfer, development; and
  - computer hardware resources.
- B.** The vendor must provide detailed information regarding any previous litigations, any pending or settled claims, claims made against professional liability insurance, or the collection of performance bonds which have occurred within the past three years.
- C.** Describe the duration and extent of your organization's experience in development, maintenance, and major enhancement of systems (both mainframe and web-based) designed for the automated administration of income maintenance and work programs, particularly those systems that include automation of standard filing unit configuration, non-financial and financial eligibility and benefit computations, work program case management functions, IV-A/IV-D interfaces, and FAMIS/MMIS interfaces.
- D.** Provide details of the background of the corporation and each proposed subcontractors that include dates established, ownership (public company, partnership, subsidiary, etc.), primary business, and experience in public welfare administration.
- E.** Submit names, mailing addresses, email addresses, and current telephone numbers of individuals from three separate organizations who can be used as corporate references for work performed within the past five years in the area addressed by this

RFP or closely related areas. These references must be able to provide information on overall performance, punctuality in submitting reports, staff competence, cooperation and communication with the contracting agency, and reputation.

### **Section III - Personnel Qualifications and Experience:**

The vendor must commit a cohesive, dedicated, highly skilled core team of key personnel to the RAPIDS Project.

Core team shall include, at a minimum, the project manager, deputy project manager, technical manager, track managers, network/software coordinator, database administrators, and other key project staff. Personnel commitments, identifying core team personnel as specific individuals, are a mandatory requirement for the work to be performed under this contract and subject to approval by the RAPIDS project director. All personnel must be assigned 100 percent (full-time) to the RAPIDS Maintenance Project and on-site the term of the contract.

No re-deployment of any member of the core team may be made without prior written consent of the RAPIDS project director. The RAPIDS Project director will act in good faith and a mutually agreeable date will be determined for re-deployment. No re-deployment of more than three non-key personnel may be made by the vendor during one calendar month without written consent of the Agency which shall not be withheld without good cause. Replacement of such personnel, if approved, shall be with personnel of equal or greater ability, qualifications, and experience.

The Agency shall retain the right to reject any of the vendor's and/or subcontractor's employees whose qualifications and/or job performance, in the Agency's judgment, do not meet the standards established in this RFP. In considering the vendor's employees' qualifications and/or job performance, the Agency will act reasonably and in good faith.

During the course of the contract, the Agency reserves the right to require the vendor to reassign or otherwise remove from the project any vendor's employees or subcontracted employees found to be unacceptable by the Agency. In exercising this right, the Agency will act reasonably and in good faith.

This section of the proposal must include descriptions of position functions and resumes of proposed vendor and subcontractor staff for the positions listed below. Each identified person must be a full-time employee of the vendor or of an identified subcontractor prior to the execution of the contract which ensues from this RFP. Identify steps that will be taken to maintain low turnover of staff and steps that will be taken to quickly replace staff that do leave. Resumes must be provided for all staff proposed for the following positions or functions and any other key positions identified on the vendor's organizational charts.

Please provide specific qualifications and overall level of experience in working with projects of this nature in sufficient detail to provide the Agency with convincing indication that the person can perform the work required.

Resumes must specify clearly the number of months in which the individual worked in previous positions which are applicable to the duties he/she will be assigned.

- The resumes must include the amount of experience in government funded automated public welfare systems, including the customer name and dates of the project. (The resume must also include the specific government program of assistance and areas of assignment.)



- The resumes must include the experience with the proposed vendor or proposed subcontractor.
- The resumes must include the relevant education and training, including college degrees, dates, and institution name and location.
- The resumes must include the names, addresses, positions, titles, current telephone numbers, fax numbers, and e-mail addresses (if available) of three references, all of whom are current or prior employers or customers who can give information on the individual's experience and competence to perform the duties for which the individual is proposed.

**Section IV - Management Plan:**

In this section, the vendor must provide a description of the organization and management plan for all work under the ensuing contract. Organizational charts must be presented showing the overall structure of the organization and the specific structures related to this proposal. Any assumptions or constraints must be identified.

**Section V - Technical Approach:**

This section of the proposal must describe the vendor's technical approach to performing the specific tasks and requirements enumerated and discussed in Section 3.2.2, Project Responsibilities. It is to include how the vendor will complete each task with sufficient definition of what is to be accomplished. Emphasis must be given to the procedures proposed to accomplish the scope of work under the contract, that is, *how*, things are going to be done rather than merely restating the requirement.

The vendor should describe throughout the technical component its capabilities and experience in using state-of-the-art techniques in project management, software applications, such as:

- Internet,
- ISPF,
- TSO,
- COOL: Biz,
- PowerBuilder,
- Mainframe Express,
- Oracle,
- TELON,
- SPF/PC,
- Word,
- Micrografx Flow Charter,
- IBM Communications Manager,
- PLATINUM DB2 Suite,
- Intertest,
- COBOL for OS/390,
- Control-M,
- Connect:Direct (a.k.a. NDM),
- REXX/CLIST,
- AFP,
- View Direct - MOBIUS,
- Seagate Back-Up Exec,
- Windows NT,
- Windows 2000,
- Windows XP,
- CICS,

- TMON CICS/DB2,
- RACF,
- TPX,
- XML,
- Cognos,
- Star Tool,
- DB2 XML Extender,
- DB2 Stored Procedures,
- DB2 Connect,
- JCL,
- VSAM,
- Micro Focus Tools,
- Visual Basic,
- Data Expert,
- Code/documentation generators,
- Reverse engineering/code optimization application, and
- Project management software.

**Section VI - Cost:**

For each cost component that is opened, an evaluation will be done to determine its compliance with the instructions set forth in this RFP. The cost component will be examined to determine if the calculations are accurate. The Agency reserves the right to request additional information on the content of the cost component only for the purpose of clarification. No changes can be made to the vendor's cost component after bid opening.

The total cost of the firm, fixed price bid for providing the goods and services set forth in the scope of work must be provided by submitting forms substantially equivalent to those described below. The vendor must also submit a cost component for the three optional years. Samples have been provided in Appendix B of the RFP labeled as follows.

- Pricing Summary (Schedule A),
- Pricing Summary Breakdown (Schedule B), and
- Change Order Rates Breakdown (Schedule C).

Any anticipated travel expense must be incorporated into the vendor's fee. Travel expenses shall not be itemized. Travel expenses **CANNOT** be paid on an "as incurred" basis, an "out-of-pocket" basis, or a "miscellaneous or sundry" basis.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

**A. Pricing Summary (Appendix B -- Schedule A)**

This schedule summarizes information presented in more detail elsewhere and shall present the total firm, fixed price to perform the work required for the three-year contract, as well as the four one-year renewals.

**B. Pricing Summary Breakdown (Appendix B -- Schedule B)**

This schedule shall present the vendor's breakdown of the total fixed cost.

**C. Change Order Rates Breakdown (Appendix B -- Schedule C)**

Vendors are required to provide unit cost rates for staff. The rates will be used as the basis for enhancement hours and change order pricing. By requiring submission of and accepting any unit costs rates, the State does not commit to the approval of any enhancement hours and change orders under any contract resulting from this procurement. The hourly rates will be used for unforeseen services over and above

those contained in this RFP and when the change order process is utilized. The average hourly staff billing rate will be utilized as the hourly rate for the Software Modification Hours Pool.

**4.2 Evaluation Committee:**

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the Evaluation Committee.

**4.3 Evaluation Criteria:**

The following are the evaluation factors and maximum points possible for technical point scores for each section of the proposal response.

<b>Section I - Statement of Understanding</b>	<b>10 Points Possible</b>
<b>Section II - Corporate Qualifications</b>	<b>20 Points Possible</b>
<b>Section III - Personnel Qualifications</b>	<b>10 Points Possible</b>
<b>Section IV - Management Plan</b>	<b>10 Points Possible</b>
<b>Section V - Technical Approach</b>	<b>20 Points Possible</b>
<b>Section VI - Cost</b>	<b><u>30 Points Possible</u></b>

**TOTAL 100 Points Possible**

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the minimum acceptable score only.

$$\text{Lowest proposal price / price of proposal being evaluated} \times 30 = \text{Price Score}$$

**4.4 Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserve the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interest of the State.

The vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

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APPENDIX A

**WV-96 AGREEMENT ADDENDUM**  
(See attached)

**SCHEDULE A**

**West Virginia RAPIDS  
Pricing Summary**

**Costs for Contract Years 1 through 3**

	Contract Year 1	Contract Year 2	Contract Year 3
A. Personnel			
B. Facility Costs			
C. Overhead and Profit			
D. Software Modification Hours Pool (20,000 X average change order/modification rate)			
E. Other			

TOTAL FIRM, FIXED PRICE FOR EACH YEAR. (Total of Lines A – E)			
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<b>TOTAL FIRM, FIXED PRICE FOR THREE YEARS</b>	
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**SCHEDULE A**

**West Virginia RAPIDS  
Pricing Summary**

**Costs for Renewal Years**

	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4
A. Personnel				
B. Facility Costs				
C. Overhead and Profit				
D. Software Modification Hours Pool (20,000 X average change order/modification rate)				
E. Other				

<b>TOTAL FIRM, FIXED PRICE FOR EACH RENEWAL YEAR (Total of Lines A – E)</b>				
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<b>TOTAL FIRM, FIXED PRICE FOR RENEWAL YEARS 1 THROUGH 4</b>	
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**SCHEDULE B**

**West Virginia RAPIDS  
Pricing Summary Breakdown**

	Contract Year 1	Contract Year 2	Contract Year 3	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4
<b>A. PERSONNEL</b>							
<b>B. FACILITY COSTS</b>							
1. Occupancy (i.e., rent)							
2. Furniture & Fixtures							
3. Utilities							
4. Telephone							
5. Office Equipment							
6. Other (itemize)							
<b>C. OVERHEAD &amp; PROFIT</b>							
1. Corporate Overhead							
1. Profit/Fee							
<b>D. SOFTWARE MODIFICATION HOURS POOL (20,000 per year)</b>							
<b>E. OTHER COSTS (itemize)</b>							
<b>TOTAL, FIRM FIXED PRICE</b>							

SCHEDULE C

West Virginia RAPIDS  
Breakdown for Change Order Rates

POSITION/TITLE	HOURLY RATE							
	Contract Year 1	Contract Year 2	Contract Year 3	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4	Renewal Year 4
1. Project Manager								
2. Deputy Project Manager								
3. Technical Manager								
4. Track Managers								
5. Database Administrator								
6. Network/Software Coordinator								
7. Senior Programmer Analyst								
8. Programmer Analyst								
9. Clerical								

<b>AVERAGE HOURLY STAFF BILLING RATE</b> which will be used for Software Modification Hours Pool and any subsequent change orders								
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## APPENDIX C

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**Central Data Center Hardware  
Effective 11/29/06**

**CPUs**

1 IBM z/890 (Model 2086-A04) Enterprise Server

**DASD**

1 IBM 2105-800 TotalStorage Enterprise Storage Server with 4.2 TB with 14 ESCON Ports, FlashCopy, PAV, and:

2 2124 72.8GB Disk, 8-pack, 10K RPM  
 4 2125 145.6GB Disk, 8-pack  
 1 2717 ESS Master Console  
 1 2924 Operator Panel Lang, US English  
 7 3013 Dual Port 64 Bit ESCON Adapters  
 1 4014 16 GB Cache  
 1 8005 PAV - Up to 6TB  
 1 8305 FlashCopy - Up to 6TB  
 7 9770 STD ESCON Cable (MT/RJ-DUP QTY 14)  
 1 9854 Three-Phase 50/60 Hz, 60 Amp  
 1 9870 Nominal AC Voltage: 200V240V

1 2240-FLC ESS Function Authorization  
 1 8305 FlashCopy - Up to 6TB  
 1 9934 IBM E-server z Series Designator

1 2240-PAV ESS Function Authorization  
 1 8005 PAV - Up to 6TB  
 1 9934 IBM E-Server z Series Designator

**Tape Units**

2 STK 9310 Library Storage Module  
 1 STK 9311 Library Control Unit  
 1 STK 4410 Library Storage Module  
 1 STK 4411 Library Control Unit  
 1 STK 4430 Library Management Unit  
 4 STK 9490 M34 Cartridge Drive (16 Transports)  
 1 IBM 3590-B1A Cartridge Drive (12 Transports)  
 3 IBM 3590-A50 Tape Control Unit

**Channel-Attached Printers**

2 IBM InfoPrint 4000 Printer (Models ID1/ID2)  
 1 STK 5000 Impact Printer

**Supplementary Printing Equipment**

1 Roll Systems 800152 Unwinder  
 2 Roll Systems 800162 Folder/Job Separator  
 1 Roll Systems 501254 Output Unloader  
 1 Roll Systems 503176 Cutter

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- 1 Roll Systems 503410 Trimmer
  - 1 Roll Systems 500777 Stacker
  - 1 Roll Systems 50386601 Web Handler

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**Communications Equipment**

- 1 Cisco Systems 7513 Router
- 1 Cisco Systems AS5200 (used for remote ISDN applications)
- 1 Cisco Systems Pix Firewall
- 2 IBM 31741L Cluster Controller

**Network Diagnostic Equipment**

- 1 Spectrol 601C Data Analyzer

**IS&C DATA CENTER ENTERPRISE SERVER SOFTWARE**  
**Effective 11/29/06**

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<u>VENDOR/SOFTWARE</u>	<u>FUNCTION</u>
<b>IBM</b>	
z/OS Version 1, Release 7 (5751-CS9)	Operating System
RMF V1, R7 (5694-A01)	Provides basis for tuning the system to user requirements and tracks resource utilization
DFSMS/DFP/DSS/HSM V1, R7 (5694-A01)	Provides data management, device support, program library management, utility functions, user and system catalog support, hierarchical storage manager, and dataset services for ESA operating system
SMP/E V2, R0 (5694-A01)	Supports software changes and new functions, corrective and preventative service, and user modifications in ESA
z/OS Security Server (RACF) V1, R7 (5694-A01)	Security server
EREP V1, R7 (5654-260)	Reports on hardware/software exceptions and conditions
SecureWay Communications Server V1, R7 (5694-A01)	Telecommunications access method.
TSO/E V1, R7 (5694-A01)	Allows users to interactively share computer time and resources
z/VM V5, R1.0 (5741-A05)	Operating system (z/VM)
DB2 V7, R1.0 (5675-DB2)	Relational database management system that allows definition, access, and recovery of data
CICS Transaction Server for OS/390 R2.2 (5697-E93)	TP monitor (installation in progress)

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AFP Collection Fonts V1, R1.0 (5648-113)	Advanced function printing
Page Printer Formatting Aids/370 V1, R1.0 (5688-190)	Advanced function printing
Overlay Generation Language (OGL/370) V1, R1.0 (5688-191)	Advanced function printing
Print Services Facility V4, R1 (5655-M32)	Advanced function printing
DFSORT V1, R7 (5694-A01)	Sort and merge
DITTO/ESA V1, R7 (5655-103)	Multipurpose disk and tape utility
Enterprise COBOL for z/OS V32,R4.1 (5648-A25)	Programming language
High Level Assembler V1, R7 (5694-A01)	Language base required in operating system
SDSF V1,R7 (5694-A01)	Productivity aid used in conjunction with ISPF/PDF (TSO)
SDFII/CICS V1, R7 (5665-366)	CICS screen definition facility
ISPF V1, R7 (5694-A01)	TSO programmer productivity aid
OS/PL/1 Optimizer, Compiler V2, R3.0 (5668-910)	PL/1 compiler with optimizer and Library
GDDM/MVS V1, R7 (5694-A01)	Graphical data display manager

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HTTP Server  
V5.3  
(5694-A01)

Web Server

BookManager READ/MVS  
R3.0  
(5695-046)

Online reading of books and manuals

Tivoli Storage Manager  
V5.3.3.0  
(5697-ISM)

Data Backup

### ASG

The Monitor for CICS  
V2.3

CICS performance monitor

The Monitor for DB2  
V3.3

DB2 performance monitor

### BMC Software

Control-M  
V6.2.17

Batch job scheduler

Control-M/Restart  
V6.2.17

Batch job restart facility

### Candle

AF/OPERATOR  
V340

Data Center automation

AF/REMOTE for Windows/NT  
V100

Enterprise server beeper/pager support (installation in progress)

### Chicago-Soft

MVS/QuickRef  
R6.5

Online Message and Code Reference

### Computer Associates

CA-UNICENTER TNG  
R2.2

Common services and enabling technology for CA systems  
management solutions

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CA-PMA/LOOK R7.1	Real-time system performance measurement
CA-1 R11	Tape management system
CA-InterTest R7.0	CICS source code tool
CA-N-VISION/TPX R5.1	VTAM session manager
CA-LIBRARIAN/VS R4.3	User source code library
Plan Analyzer P99F V2.2.5 Unicenter PPA 11.0.1 pending	DB2 development aids
Batch Processor P99F V6.1.5 Unicenter RBP 11.0.1 pending	DB2 development aids
RC/Migrator P99F V6.1.5 Unicenter RCM 11.0.1 pending	DB2 development aids
RC/QUERY P99F V6.1.5 Unicenter RCQ 11.0.1 pending	DB2 development aids
RC/Secure P99F V6.1.5 Unicenter RCS 11.0.1 pending	DB2 development aids
RC/Update P99F V6.1.5 Unicenter RCU 11.0.1 pending	DB2 development aids
Info-Refiner P99F V3.3.0 Advantage INFOREF 11.0.1 pending	DB2 development aids
PRF P99F	DB2 development aids

057

V4.2.5

Adv. Rept. Facility 11.0.1 pending

058

VISION:RESULTS  
R11.0

4GL information management and report generator

VISION:Sixty  
R11.0

Fixed-form report generator and extended utility

**The following CA products are  
for  
Tax & Revenue use only**CA-Datacom/DB Product Pak  
R10.0

Database

CA-Datacom Server  
R3.0

Communications component. Provides SQL access to CA-Datacom/DB mainframe data.

CA-Datacom/CICS Services  
R2.6

Provides communications to programs operating with CA-Datacom/DB

CA-Datacom Datadictionary  
R9.0

Datadictionary for CA-Datacom/DB

CA-Datacom/DL1 Transparency  
R2.3

Allows programs that were written for IMS/DB or DL/1 to execute unchanged under CA-Datacom/DB

CA-Datacom/Ext SQL  
R9.0

Extension beyond ANSI standard. Allows SQL queries on a relational database.

CA-Datacom/IMS DC Services  
R1.0A

Allows interfacing between IMS and Datacom: the ability to write in IMS and read in Datacom

CA-Datacom/VSAM Transparency  
R2.2

Conversion tool that permits a VSAM-based application to operate under the control of CA-Datacom/DB

CA-Quikserv for VSAM  
R1.0

Allows VSAM application to access data in Datacom that has been migrated from a VSAM environment

**Innovation**FATS/FATAR  
R4.0

Tape surface verification and copy

**Levi, Ray and Shoup**

059

VTAM Printer Support  
System (VPS)  
V1, R8.0

Supports remote printers without need for RJE connection

VPS/TCPIP  
R1, R8.0

Supports TCP/IP Printers

DRS  
V1, R3.3

Dynamically routes print output

VMCF/TSO  
V1, R8.1

Facilitates control of printers

### MacKinney Systems

CICS/CEMT  
R5.3

Allows programmers to move all or part of files in and Out of CICS via TSO

KWIK-KEY  
R3.3

VSAM alternate index builder

CICS/MORNING NEWS  
R3.0

Broadcasts news to CICS users

CICS/MESSAGE  
R5.0

Sends messages to terminals, userids, and operator consoles

### Mobius Management Systems

ViewDirect for MVS  
V6.3

Report distribution

### Novell

Linux  
SLES 9

Operating System

### Oracle

Oracle 9i and 10G  
R9.2.0.3.0

Relational data base management system

### Pitney Bowes

StreamWeaver  
R6.3.0

Provides added print design functionality



**Princeton Softech  
(for Tax & Revenue use only)**

1160

HourGlass 2000  
V5.2                      Testing-tool for simulation of future dates

**Software AG  
(for DHHR use only)**

Installation of releases shown in parentheses in cells below left is scheduled to be completed by 03/31/04

ADABAS  
R7.4.3                      Relational database facility

ADABAS CICS Interface  
R7.4.3                      Relational database facility

NATURAL  
R4.1.3                      Software development tool

NATURAL CICS Interface  
R4.1.3                      Software development tool

NATURAL Security  
R4.1.3                      Software development tool

NATURAL TSO Interface  
R4.1.3                      Software development tool

NATURAL-PC Connection Host  
R4.1.3                      Software development tool

NATURAL for DB2  
R4.1.3                      Software development tool

PREDICT Application Audit  
R4.4.1                      Management tool

PREDICT Application Control  
R4.4.2                      Management tool

PREDICT  
R4.4.2                      Data dictionary

SYSTEM MAINTENANCE AID  
R1.3.1                      Software installation tool

EntireX Broker  
V7.2.1                      Messaging Server

**SAS Institute**

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SAS R8.1	Statistical analysis, data creation, report writing	061
SAS ACCESS/DB2 R8.1	DB2 interface	
SAS/FSP R8.1	Editing procedure for SAS datasets	
SAS/SHARE R8.1	SAS file updating tool	
<b>Serena International</b>		
COMPAREX R6.2.0	Compares, and highlights the difference between, two files of any structure or organization	
Serena StarTool FDM V7.6.0	Multipurpose online utility	
<b>Sterling Commerce</b>		
Connect:Direct for OS/390 V4, R4.00	Host-to-Host file transfer	
<b>StorageTek</b>		
HSC R6.1	Host software component for automatic cartridge system	
PM2 V6.0A	Reports on StorageTek hardware exceptions	
<b>Unicom Systems</b>		
CARTS-TS R3.6.0	Tape stacking	

STATE OF WEST VIRGINIA  
Purchasing Division

062

## 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 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:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) 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: \_\_\_\_\_

**BID BOND**

063

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

IMPORTANT –Corporate seals must be affixed and a power of attorney must be attached.

BID BOND PREPARATION INSTRUCTIONS

064

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Oblige, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Oblige may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Corporate seals must be affixed and a power of attorney must be attached.

ATTACHMENT  
P.O.# HHR80030

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

Agreed

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

**AGREEMENT ADDENDUM**

066

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

1. **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.
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 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 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. **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: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_