



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
 ISCG0081

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE

CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED 02/22/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/04/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-20		
(RFP) TO PROVIDE A STATE WEB PORTAL SOLUTION SEE ATT REQUEST FOR PROPOSAL THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH A STATE WEB PROTAL SOLUTION AND RELATED E-GOVERNMENT APPLICATIONS AND SERVICES PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON MARCH 2007 AT 01:30 PM AT THE AGENCY'S LOCATION AT ONE DAVIS SQUARE IN CHARLESTON, WEST VIRGINIA. ALL VENDORS INTERESTED IN BIDDING ON THIS PROJECT MUST ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN BID DISQUALIFICATION. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL VIA FAX AT 304-558-4115, VIA EMAIL AT KFERRELL@WVADMIN.GOV, OR BY MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS REQUEST FOR PROPOSAL. DEADLINE FOR ALL TECHNICAL QUESTIONS IS MARCH 16, 2007 AT 5:00 PM EST. ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY ADDENDUDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A VENDOR'S PROPOSAL MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING DATE AND IN ANY FORMAT INCLUDING VERBAL.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$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.

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



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BID OPENING DATE: 04/04/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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				IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)		
				BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.		
				THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.		
				REV. 04/11/2001		
				VENDOR PREFERENCE CERTIFICATE		
				CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).		
				A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:		
				() 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		
				() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I		

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				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		
				() 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.		
				B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:		
				() 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;		
				OR		
				() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A 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		

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<p>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 & 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 CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p>						

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<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>THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED PROPOSAL</p> <p>BUYER: KF-21</p> <p>RFQ. NO.: ISCG0081</p>						

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BID OPENING DATE:				04/04/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ ISCG0081 ***** TOTAL:						_____

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REQUEST FOR PROPOSAL INDEX

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PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting proposals for the Department of Administration, Office of Technology, hereinafter referred to as "Agency", to provide a State web portal solution and related e-government applications and services.

1.2 Project:

A statewide web portal is a website that provides a suite of commonly used features and services and can be thought of as a gateway to State agencies and programs. A portal seeks to maximize a citizen-to-government (C2G) and business-to-government (B2G) exchange, enabling one-stop customer services via the web. Currently the various agencies and departments within the State of West Virginia support and maintain over 200 different websites. These websites are department, divisional, and sometimes service specific in their scope and presentation. The development of a West Virginia Web Portal seeks to improve this situation by creating a focus for user interactions with the State. In this way the State can provide a consistent user interface that is easily recognizable, secure, and more operationally efficient.

The West Virginia Web presence has been rated as among the least efficient of all the fifty states. It is the goal of this project to improve this rating so that the State is among the top 25 states. The West Virginia Web Portal resulting from this RFP will allow for the distribution of generic services across State government, such as licensing, directory services and research, and should benefit West Virginia citizens and all branches of State government (Executive, Judicial, Legislative), other elected officials (e.g. Attorney General, Secretary of State), and governmental community partners (e.g., regional planning commissions, local human services agencies, local government).

The intended result of this RFP is to provide a self-funded model that provides for the design, development, operation, hosting and support of the State's central portal, www.wv.gov, and the State's e-government services at no cost to the State. All of the services and requirements of this RFP are to be provided under contract at no cost to the State.

It is our goal that e-government projects be financially self-supporting. The Vendor must fund all up-front and ongoing investment and operational costs. The selected Vendor must expend private capital to build and manage the components required to support the services, information and transactions identified in this RFP. The Vendor will be paid for services delivered by the agency e-government applications based upon established procedures. The State will cooperate with the awarded Vendor on developing value added transactions in order for the Vendor to recover costs through convenience fees, transaction payments or premium services.

The Vendor also must cooperate with the State in developing strategies to increase business and agency use of this Contract. It is the intention of the State that many of the services and information offered to the public will be free, while other services may involve payment. In addition, some services will have fees charged on a subscription and/or on a per transaction basis, due to the added value and convenience of real-time access to the information or application.

The State also intends to provide under this same contract, provisions for revenue-sharing between the State of West Virginia and the vendor. Shared revenues will be exclusively allocated to e-government services provided at the State level.

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 special 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, Section 1.16. All inquiries of specification clarification must be addressed to:

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

1.6 **Oral Statements and Commitments:**

Vendor should 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 is **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 Vendor's abilities to satisfy the requirements of the 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 part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "shall", "must, 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 any mandatory specification 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 should 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 informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals must allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal that is delayed and late for any reason. 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
plus 10 convenience copies on CD to:

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

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

Buyer: Krista Ferrell-File 21
Req#: ISCG0081
Opening Date: 04/04/2007

Opening Time: 1:30 P. M.

1.9.4. **Best Value Purchasing Standard Format**

All Requests for Proposals should 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.

1.9.4.2 *Proposal Format and Content*: Proposals shall be provided in the format described in Section 4.

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.

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 *Contract Approval and Award*: After the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring Vendor. The final evaluation is submitted 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 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 expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

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 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/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 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 duplications 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 which ever 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, only 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.....	02/23/2007
Mandatory Prebid Conference	03/14/2007 at 1:30 pm
Vendor's Written Questions Submission Deadline.....	03/16/2007 at 5:00 pm
Addendum Issued.....	Week of 03/19/2007
Bid Opening Date	04/04/2007 at 1:30 pm
Oral Presentation	Week of 04/06/2007

1.17 **Mandatory Prebid Conference:**

A mandatory prebid conference shall be conducted on the date specified above at the agency's location at One Davis Square in Charleston West Virginia. Vendors are asked to check in with the front desk and will be given direction to the conference room. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one Vendor.**

1.18 **Affidavit:**

West Virginia State Code §5A-3-10a 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 their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 *Conflict of Interest:*

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 or 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:*

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 the contract.

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

1.19.3 *Certifications Related to Lobbying:*

Vendor certifies that no federal 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 or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member 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.

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, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this 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.

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.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

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

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 the 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 Law:

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 (Federal, State or Local Government) regulations.

1.19.8 Compliance with Laws 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 applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. 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 & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, 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 two (2) 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 Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or 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.

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 service 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 shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall 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 contained 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 to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, 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 contract 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 identifying 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.

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

1.19.14 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of up to \$500 per day or some other agreed measure) for failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

1.19.15 Record Retention (Access & Confidentiality):

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 Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. 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.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at One Davis Square, Charleston, West Virginia. All servers and the State's mainframe are located in Building 6, at the State Capitol Complex.

2.2 Background:

Currently the State's portal is supported by the Office of Technology. Most State agencies have their own web masters who are responsible for their agency's web site.

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The goal of the Portal Project is to provide an efficient, effective and user-friendly statewide intranet, internet and extranet portal that will serve as a place where citizens can electronically access State government information, products, and services. The State wants to expand its World Wide Web services and increase its communication and collaboration with other government entities. To these ends, the State wishes to develop a portal with online services for citizens, businesses and other government entities. The State anticipates that moving to an electronic government environment will be a gradual process evolving over time; therefore, we envision that this Project will result in multiple implementation phases.

The Project vision is for a benefit sharing, self-funded, sustainable, single portal providing one-stop, around-the-clock customer service, constituent-focused and simple service integration. It is anticipated that there will be three principle components of the Portal Contractor's responsibilities – participation in the Portal's strategic development and management, application development and system infrastructure.

The State is seeking to contract with a qualified Vendor to create and manage a web-based portal that will function as an interactive information and transaction system, to enhance the ways in which citizens and businesses access State government information and services over the Internet. Services to be obtained through this procurement are described below.

- Design and development of a customer-centric portal that utilizes intuitive design, and provides search options to enable citizens to find government services and information quickly and easily.
- Customized applications and/or applications developed for the portal that provide electronically delivered services and information to citizens, businesses, and other governmental entities.
- Support and maintenance of the portal hardware, software, and telecommunications facilities, appropriate levels of network security on all devices and access points, and support of the growth in the use of the portal.
- Market and publicize the portal's availability to citizens, businesses, and employees in a variety of ways to increase utilization of the services it offers.

The primary responsibilities of the Vendor for the Portal Project, though not limited to, will be:

- Propose and after review/approval provide advertising for new services
- Provide and promote a single point of access to State and Local Government services
- Provide agencies that have existing revenue generating transaction(s) a portal service connection, at no additional cost

- Encourage standards-based integration of back-end data
- Provide end-to-end integration of portal transactions
- Ensure appropriate access, security and confidentiality of transactions and data
- Develop portal without capital investment from the State
- Pursue transaction fees to fund citizen services and premium fees to fund business services
- Develop for review and approval service performance metrics and service level agreements
- Support, monitor, manage and maintain web and security infrastructure

Vendors are to demonstrate relevant skills and experience including, though not limited to, the following categories:

- Portal and transactions design, hosting and operations
- Development of web applications that integrate with existing systems
- Financial stability and capability to meet requirements
- Ability and commitment to promote usage of portal and transaction based services.
- Financial management experience in benefit sharing relationships.

The Vendor's organization, at a minimum, is to have the following skill sets/capabilities:

- Program Management Office and Project Management
- Contract Management; Performance Monitoring; Metrics;
- Architecture
- Quality assurance/quality control; value engineering review; estimating
- Fee Collection; Fee Management;
- Business Needs Requirement Prioritization
- Design; Development & Testing
- Operations – Hosting; Maintenance; Back-up; Systems Administration;
- Awareness; Marketing;
- Security

This RFP is a competitive selection process and bidders are to distinguish themselves by efficiently and effectively demonstrating their benefit sharing, self-funded portal skills, experience and capabilities with their proposals. Bidders are encouraged to propose innovative, novel approaches in accordance with the Project's vision and objectives; addressing such aspects as innovative benefit management approach, technical web-design expertise and cost effective scale-up and hosting.

The State plans to implement numerous on-line service applications. Many of these applications will provide services and information at no cost to the customer beyond the existing fee structure for the service while some services may be offered for a convenience fee to the customer.

Some services may be provided without cost to the customer, with the agency assuming all associated costs. This type of service is generally referred to as "transaction cost service" that is billed by the Vendor directly to the agency. It is generally accepted that this type of service will have a higher adoption or acceptance rate and will be procured through the IP-TEMP contract.

Some services may be provided without cost to the agency, with the customer assuming all associated costs. This type of service is generally referred to as "convenience fee service" that is billed by the Vendor directly to the customer. It is generally accepted that this type of service will have a lower adoption or acceptance rate.

Some applications may add significant value for the customer and may be offered as "premium services." A customer that gains significant value from the accessibility of information electronically in the timeframe that meets their needs would primarily use premium services. Premium services will

be offered for a transaction and/or subscription fee, to be determined individually. Premium services must be provided on demand, as an agency defines a specific service requirement. The successful Bidder should provide premium services under the terms of the Contract as part of the "self-funded" model at no cost to the State. A transaction, used in this RFP and the resulting Contract, is defined as "a service rendered and payment complete."

Agencies requesting services to be delivered will define the business requirements of the service, identify whether the service would be a premium service, identify any constraints (should be free to the customer, could have a convenience fee, etc.), and estimate service volumes. The Vendor will review the requirements and provide the agency a projection for electronic delivery that includes any fee that may be required to deliver the service. If the agency accepts the Vendor's projection, the agency will present the projection to the Office of Technology for review, prioritization, and approval. The State also recognizes the distinction between web-based solutions that include Interactive Voice Response (IVR) capability and those that do not. The combined use of a web-based application and IVR will be optional depending on the agency's specific requirements. As such, this RFP recognizes the distinct difference between both options.

It is the State's intention that e-government projects be financially self-supporting. The Vendor should fund all up-front and ongoing investment and operational costs. The Vendor will be paid for services delivered by the agency e-government application based upon established procedures. The Vendor, in conjunction with the agency, will define and propose the best possible funding mechanism for each e-government application. The State may elect not to charge the customer a convenience fee and may choose to pay transaction fees out of any State cost savings for conducting the transaction electronically. Premium Services may be funded by charging the customer on a per transaction basis and/or a subscription basis.

The Vendor will, in coordination with the State, develop and market new e-government solutions. As new revenue sources are identified, additional funds may be available to enhance e-government services.

3.2 Scope of Work:

3.2.1 The system created to fulfill this RFP will have a defined set of features developed for the initial launch.

3.2.1.1 The system however should be capable of housing all Web content for the State.

3.2.2 The system should include portal software, which would be developed for ultimate flexibility in providing web based interfaces to agency applications, interfacing via "feeds" to legacy systems.

3.2.3 The system should be based on a self-funded model where user fees support all hosting and development of the entire system. The Vendor should include in the proposal a detailed description of how their funding model will work within this Portal Project system.

3.2.4 The system should include a detailed reporting feature to track fees collected (both statutory fees and portal fees).

3.2.5 The system should include a common payment system, which is designed to distribute revenue from online transactions back to State agencies and to interface with the financial accounting system.

3.2.5.1 The vendor must comply with Section 12-3A-6 of the State Code and Legislative Rule 112CSR12 regarding procedures for fees in collections by charge, credit or debit card of by electronic payment.

- 3.2.5.2 The Vendor should describe how online transactions will be handled and how the interfaces will work.
- 3.2.6 The system should allow the owners of content to have direct access to their content for editing and the publishing of new content. It should also have the facility to automate an approval process for such changes. This process should be customizable to accommodate individual circumstances.
- 3.2.7 The system should allow for access based on security settings defining various roles including site management, webmaster, editor, author, etc. This system should have the capacity to define new roles as needed.
- 3.2.8 The system should allow the upload of various file types for posting online including pictures, PDF files, Word files, Excel files and compressed video files.
- 3.2.9 The system should include the ability to easily locate, and reuse, previously entered content across the enterprise.
- 3.2.10 The system should include a state-of-the-art search feature available from every page. The system should include a tool for monitoring use of the content by external users with a granularity of a single Web page. This tool should include customizable reports.
- 3.2.11 The system should include security and privacy measures that ensure user confidence that privacy is preserved and transactions are conducted in a secure environment.
- 3.2.12 The Vendor should describe how application development is prioritized within the system.
- 3.2.13 The Vendor should describe their migration or conversion plan, testing procedures and documentation for assuming responsibility for the State applications developed under this contract.
- 3.2.14 The Vendor should provide a list and description of applications they have developed and implemented in other states that could be customized for use by West Virginia.
- 3.2.15 The Vendor should agree to implement an industry standard search engine (e.g. Google) or other, to be determined by the State of West Virginia.
- 3.2.16 The Vendor should agree to provide live help during normal business hours of 8:00 a.m. to 5:00 p.m. eastern standard time with a minimum of two operators available at any time.
- 3.2.17 The Vendor should provide a detailed description of their plan of approach for implementation of this portal.
- 3.2.18 The State of West Virginia retains ownership of www.wv.gov and is the sole approving authority of all design and development of the official State of West Virginia e-government Portal – www.wv.gov. The Office of Technology will develop and maintain standards and procedures associated with this site which the Vendor should abide by.
- 3.2.19 All branding (to include any wv.gov logos, graphics or designs) is to be authorized by the Office of Technology.
- 3.2.20 Knowledge transfer is an underlying requirement for all services (hosting, integration, consulting and application configuration) awarded through this RFP. West Virginia staff will be required to work closely with the Vendor and the Vendor is expected to provide requested

information on tools, approaches, and/or methodologies to allow the West Virginia staff to attain e-Government expertise. The Vendor shall describe their experience, approach and ability to assist the State with e-Government knowledge transfer.

3.2.21 At the conclusion of this contract, or at the end of any contract period should the State choose not to renew, it will be necessary to turn over all operation and support of the portal to the State. It is essential that both the Vendor and the State are prepared to transition the operation and support of the portal to the State at any time. Accordingly, prior to production use of any facilities resulting from this contract, the Vendor shall develop and provide a Transition Plan, to be approved by the State.

3.2.21.1 This plan should describe, in detail, the process the Vendor will use to turn over all hosting services and support to the State (or the State's agent) whenever necessary.

3.2.21.2 The Vendor should describe the information you would provide to the State as part of this Transition Plan.

3.2.21.3 The Vendor should discuss how the source code will be handled, i.e., will it be in escrow and given to the State upon demand, or at the conclusion of any contracted agreement with the Successful vendor.

3.3 Consumer Access and Accessibility

3.3.1 The Vendor should make the e-government application accessible via popular browsers such as Microsoft's Internet Explorer, Netscape Communicator and Mozilla FireFox. The applications should accommodate a minimum standard for customers using a browser equivalent to Microsoft Internet Explorer version 4.0 or Netscape Communicator version 4.5 or later versions of both.

3.3.2 Universal or Alternative Access. The e-government application should be designed with the ability to accommodate other methods of accessing the Web that are increasingly becoming available through different services. Personal hand-held devices, Interactive Voice Response (IVR), kiosks, cell phones, wireless access protocol (WAP) devices, and WebTV are among the different ways in which the general public is now able to access the Internet without the use of a traditional Web browser. Not all these access devices will be able to accommodate the same level of display, communication and other programming capabilities that could be accessible on the Web through a standard Internet browser. The Vendor should address how he will approach providing the same basic functionality being delivered over these different methods of access.

3.3.3 Notification of New or Changed Services. The Vendor should describe his approach to notifying premium subscription members of new services or changes in service, e.g., emails, Web page banners, etc.

3.3.4 Multi-Language and Disabled Access. The State may require certain features for offering services in languages other than English. The Vendor should address how multi-lingual issues will be addressed. The e-government applications are not required to be multi-lingual initially.

3.3.4.1 The Vendor should describe support for customers who need special features to accommodate certain disabilities.

3.3.4.2 The Vendor should define its ability to provide the same basic services to persons with disabilities as would be accessible to the general public.

3.3.4.3 The Vendor must comply with Federal ADA guidelines and Section 508 of the Rehabilitation Act Amendments of 1998.

3.4 Marketing and Publicizing e-government Transactions

3.4.1 The Vendor should assist the State in major marketing activities associated with the implementation of e-government applications. Marketing activities would include publicizing the State's e-government availability to customers and efforts to increase use of the e-government services the State offers. The Vendor also should assist the State in marketing the advantages and benefits of e-government to State agencies. All marketing initiatives conducted by the Vendor individually should be approved by the State before being released.

3.4.2 The Vendor should provide a full-time resource for marketing and business development within the Charleston office as part of the "self-funded" model at no cost to the State.

3.4.3 The Vendor should describe how they would design and implement a marketing plan to create awareness, build support and accelerate the adoption and use of e-government services. The Vendor should describe its ability to partner with government and community and private organizations to extensively promote electronic government self-service applications.

3.4.4 The Vendor's plan should show how marketing strategies would be used to build customer traffic to e-government applications and to assure the widest possible use of the services.

3.5 Contract Compliance Reporting

3.5.1 Contract Compliance reporting will be required. Such reports are required in order for the State to understand how data is being accessed, what data is being accessed, and how data needs to be organized to more effectively meet the needs of the public. The Vendor should include a description of the approach to providing such information. The State will determine the frequency and the timeframe of the required reports.

Among items that should be provided in management reporting are:

- Number of business/services transactions by application and in total for the State;
- Number of visits to the State's and each agency's e-government website;
- Number of visits to Premium Services by application;
- Number and types of forms/reports requested by customers;
- Number of subscribers by type and the number of transactions each subscriber makes per application;
- Customer feedback and on-line survey reports, including requests for future services.
- Financial Statements Reports of the above information may also be required by each e-government agency.

3.5.2 Customer Satisfaction and Adoption Rate are two major areas to be assessed and measured. Quantitative measures for evaluating the success of e-government applications should be provided. The measures to address include, at a minimum, the following items:

- Customer Satisfaction
- The implementation of electronic delivery seeks to enable business with government to be more effective and efficient in the following ways: 1) easily locate information; 2) conduct business transactions; and 3) availability of services around the clock.
- State Adoption of e-government Services with the goal to obtain a high percent of participation from customers

3.5.3 The Vendor should describe what metrics they would use to capture and calculate data to support the measurement of e-government success. The State will work with the Vendor on finalizing measurement criteria to ensure the results can be measured.

3.6 Applications Development Framework.

The Department of Administration uses the Capability Maturity Model (CMM) methodology developed by the Software Engineering Institute (SEI) for application development projects. While it is not required for the Vendor to use CMM, the Vendor should describe their application development methodology. This description should include, but not be limited to, major project phases, project management processes, lists and descriptions of the project deliverables to be produced.

3.6.1 Vendor should identify all checkpoints within their methodology where State acceptance/sign-off is required. In addition, the Vendor should explain how each of the following processes will be performed and what role the State would have in the process:

- Software Quality Assurance – review and audit of software products and activities to verify compliance with applicable procedures and standards (identify types of established procedures and standards).
- System testing – testing conducted to review product code for accuracy of processing as well as accuracy of operation.
- Acceptance testing verification and validation - verification that a product meets the specifications and validation that the product meets the customer's needs.
- Risk Management - identification, analysis and prioritization of risks with associated plans to eliminate or mitigate those risks.
- Application Maintenance.

3.6.2 It is assumed that a number of core applications will be shared by some applications that are developed for the State. The Vendor should detail the advantages of building or acquiring core modules that can be reused by all on-line applications:

- security and authentication services;
- issuance of confirmation;
- management, storage, and presentation of on-line forms;
- search engine services;
- on-line help and customer service capabilities;
- receipt of electronic revenues;
- encryption services;
- on-line publication services;
- connectivity services;
- interfaces and protocols for integrating with back-end systems;
- shopping cart

3.7 Project Management.

3.7.1 In the response to this RFP, the Vendor should provide a comprehensive narrative, captioned "Project Management," that illustrates how the Vendor will manage the specific projects, ensure completion of the scope of services, and accomplish required objectives. Vendors are asked to include a chart describing major activities, the number of hours required by the Vendor and CTO staff to complete the typical major project, and the timeframe. Please break down estimates by staff type, e.g., Project Manager, Functional Manager, Functional Analyst, Technical Manager, Programmer, DBA, and Trainer.

3.7.2 The Vendor must agree to provide the following for each project:

- A. A project plan for implementation and ongoing support of the project. Staffing and timelines for each Work Order will be included in the plan. The following phases will be addressed:
 - Initialization of project

- System hardware and software implementation
- Agency application development and implementation
- On-going operations

- B. An indication of the approximate length of time required after the State agrees to proceed with a project:
- Definition of the timeframes for each implementation activity and requirement to be fulfilled;
 - A proposed installation schedule that identifies complete installation of all Vendor services;
 - Definition of any dependent services that would be the responsibility of the State and the timeframe.

3.7.3 The Vendor will be responsible to the State's Project Manager, who will have overall responsibility for the project schedule and adherence to contract provisions.

3.7.3.1 The Vendor should meet with the Project Manager and other State staff as needed to develop requirements, architecture, and implementation plans.

3.7.3.2 The Vendor should abide by all State standards and protocols as defined by the Project Manager.

3.7.3.3 The Vendor must coordinate all efforts with existing CTO staff.

3.7.4 The Vendor should develop a detailed "baseline" project plan and schedule within 14 days of start of work. The State will approve this baseline plan.

3.7.4.1 Updates to this project plan should be submitted, at least twice a month, with the weekly Status Report described below.

3.7.4.2 Project Plans should be submitted and updated using MS Project 2003.

3.7.5 The Vendor and the State team will have a Project Status Meeting weekly, or more frequently as needed, with the Web Services Director or his delegate.

3.7.5.1 The Vendor will be asked to provide weekly, written status reports to the Web Services Director. This Status Report will include all tasks accomplished, incomplete, or behind schedule in the previous two weeks (with reasons given for those behind schedule); all tasks planned for the coming week, an outline of the status of tasks (e.g., % completed, completed, resources assigned to tasks, etc) and the status of any corrective actions. Project Status Reports will be copied to the State's Project Management Office.

3.7.6 The contractor's project manager will help plan for, and attend, Management Steering Committee meetings composed of both senior department and CTO staff. The timing of these meetings will be determined at the beginning of the project.

3.7.6.1 The contractor will develop a short presentation for the Steering Committee including but not limited to: the status of the project's technical progress and contractual obligations, achievements to date, risk management activities, unresolved issues, action items, problems, contractor working relationships, and installation and maintenance results where applicable.

3.7.6.2 Minutes from each Steering Committee meeting will be prepared by the Vendor and delivered to the State's Project Manager within 10 working days after the Steering Committee meeting.

3.8 Pilot Testing

Before final acceptance of each agency e-government offering that is developed, the Vendor should provide a pilot implementation of the service in order for the State to test the application's compliance with interfaces, policies and other services. The testing period shall be decided by the State and the Vendor on a per application basis. Transaction fees will be applied when the application is placed in production.

3.9 Integration with Existing Systems

Integration with legacy systems is critical to the success of the State's efforts to provide Web access to government services and information. There are two areas of interface to address: data editing and updating legacy data.

- Data Editing - The decision to use off-line or on-line transaction verification processing will be determined for each application based upon documented factors related to the impact to existing application processing, protection of data, and changes required for legacy systems. The agencies, in consultation with the Vendor, will determine the most appropriate method of data editing.
- Updating Legacy Data - The State is responsible for all production database updates. The agency, in consultation with the Vendor, will determine the most appropriate interface from which updates can occur. The update format may be batch data entry record format or an on-line transaction that will be processed by the legacy update application or some other method acceptable to the State. The Vendor will not manage or host legacy databases and data sets that support legacy applications.

3.10 Shared Applications

It is assumed that a number of core applications will be shared by some applications that are developed for the State. The Vendor should detail the advantages of building or acquiring core modules that can be reused by all on-line applications:

- security and authentication services;
- issuance of confirmation;
- management, storage, and presentation of on-line forms;
- search engine services;
- on-line help and customer service capabilities;
- receipt of electronic revenues;
- encryption services;
- on-line publication services;
- connectivity services;
- interfaces and protocols for integrating with back-end systems;
- shopping cart

3.11 Data Repository

The Vendor should describe how they would provide for the storage and management of data that is being utilized to provide services to the public. This requirement includes provision for backup copies of the data so that reconstruction of lost data does not involve the use of original data sets.

3.12 Hosting Options/Requirements

The State is seeking three primary options for hosting portal applications. Vendors should provide the requested hosting information within the proposal and bid all three options listed.

- The Vendor owns all equipment and software and houses it at a remote hosting site operated and managed by the Vendor.
-
- The Vendor owns all equipment and software and houses it at the State's Data Center in Charleston. The Vendor's staff manages the equipment and software.
- The State owns all equipment and houses it at the State's Data Center in Charleston. The State purchases or leases required portal software from the Vendor. The Vendor's staff manages the equipment and software.

3.12.1 The system should be hosted in a location that provides physical security for the hardware supporting the site. The site should be supported with back-up electrical services and server fail-over to support a 99.9% up time.

3.12.2 If the Vendor desires to use leased line connections, these connections should be protected by a network security firewall. If the Vendor proposes to use any public entrusted medium (e.g. the Internet), the Vendor should build and maintain a Virtual Private Network (VPN) using the Internet Engineering Task Force (IETF) standard protocols for encryption and key management (IPSEC/IKE). A firewall should be installed for the VPN. The above standards cover any telecommunications channel associated with this Contract: i.e. Vendor to State, Vendor to Merchant Services Provider. The Vendor should describe in detail the firewall design.

3.12.3 Vendor Housing Arrangement: The Vendor should provide all housing arrangements for the contract staff. The Vendor should provide all equipment, software and telecommunication connections necessary to support its staff and operations.

3.13 **Software and Documentation Policy**

3.13.1 The Vendor should deposit on a quarterly basis the most recent version of the source code and documentation of all applications under this RFP in an escrow account with a neutral third party mutually agreed to by the Vendor and the State. The cost of the escrow account should be borne by the Vendor. Please comment on this requirement and how your company handles source code for other States.

3.13.2 The Vendor should allow the State to make requests for any additional modifications, upgrades, and enhancements to the software, or to purchase or otherwise acquire such modifications, upgrades, and enhancements, as it sees fit, for the purposes of maintaining and operating all of the current and new applications developed by the Vendor under the terms of the contract.

3.14 **Security and Authentication Services**

3.14.1 The Vendor should explain how they will provide the following:

- Ensure that State information is protected with reasonable security measures;
- Promote and maintain among the Vendor's employees and agents an awareness of the security needs of the State's information;
- Safeguard the confidentiality of information and the integrity and availability of data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of by means of information technology;
- Ensure that appropriate security measures are put in place to protect the Vendor's internal systems from intrusions and other attacks, whether internal or external, e.g., message interception, tampering, redirection, or repudiation.

3.14.2 The Vendor should fully describe their approach to security, including but not limited to, the use of firewall hardware and software and how these will be configured in their network. The Vendor should submit a narrative response explaining how their proposal addresses each element of the security infrastructure. Vendors should describe how they would:

- Assure confidentiality of data
 1. In transit – provide the ability to execute secure, authenticated, two-way transactions as well as ensuring that all other data is encrypted beyond the reasonable threat of a successful brute force attack;
 2. In storage – ensure that confidential data in databases from which public data is being extracted will not be compromised;
- Assure integrity of data – determine how to maintain data integrity and customers' confidentiality and privacy; handle legal issues with regard to misuse or fraud and options for resolution;
- Maintain access control – determine method needed to prohibit customers from accessing data or computer facilities unless such access was expressly approved by the Data Custodian and the State's e-government Project Manager;
- Provide authentication – determine how to provide robust authentication services;
- Provide audit capabilities – implement date-time stamp and an audit trail for identifying all network security breaches and attempted breaches; implement penetration analysis and intrusion detection policies to ensure that the application remains as secure as possible over time.

3.14.3 The Vendor should explain the minimum of network, server, and transaction security concerning each part of this diagram that they will provide. The State requires data confidentiality, probably through the use of a standardized and widely distributed tool such as SSL. The State requires data confidentiality, integrity and non-repudiation of transactions. The State expects the transaction to be protected in transit through the use of either private leased-lines or VPNs. Full audit trails should be maintained throughout the entire transaction lifetime. Access control should also be strictly enforced and audited. Any and all remote administration of the hardware, operating system, or application software will require the use of strong, dual-factor authentication techniques such as token based or challenge-response methods.

3.14.4 For payment transactions made through Internet sites, the Vendor should describe how he will ensure that transaction information is secured through encryption, authentication, and other standard payment card operating procedures to ensure that card information remains secure. The Vendor should describe how he will prohibit customers from accessing State data unless such access is expressly approved by the State. The Vendor should describe how he will maintain and ensure data integrity and customer confidentiality and privacy.

3.14.5 Access Identification and Authorization

Premium service applications and some customer services will need to be accessed by a unique identification code assigned to an individual or entity using the service. The Vendors should describe recommended access security options in their proposal.

3.14.6 The security requirements of this section (3.14.1 – 3.14.5) shall continue to apply to all State information in the hands of the Vendor after the expiration or cancellation of the Contract.

3.15 Privacy and Ownership of Information

3.15.1 Protection of personal privacy must be an integral part of the business activities of the Vendor to ensure that there is no inappropriate use of State information at any time. To this end, the Vendor must comply with the following conditions:

- Personal information obtained by the Vendor will become and remain property of the State,
- At no time will any information belonging to, or intended for, the State be copied, disclosed,

- or retained by the Vendor or any party related to the Vendor for subsequent use in any transaction that does not include the State,
- The Vendor shall not use any personal information collected in connection with the Contract issued from this proposal for any purpose other than fulfilling the Contract.

3.15.2 The agency that is the designated State Data Custodian of specific data must approve all access to that data. Data Custodian is defined as any branch or agency of the State that collects, stores, generates or maintains information. The Vendor does not have any ownership over data at any time.

3.15.3 Privacy policies established by governmental agencies or State or Federal law must be complied with. Privacy policy statements as may be developed and amended from time to time by the State will be appropriately displayed on agency Web pages. In particular, the Vendor must provide sufficient security to protect the data of the State. The Vendor will work with the State e-government Project Manager to identify the appropriate Data Custodians.

3.15.4 The terms of this Section (3.15.1 – 3.15.3) shall continue to apply to all State information in the hands of the Vendor after the expiration or cancellation of the Contract.

3.16 **Audit Functions**

3.16.1 The Vendor should define the parameters of a comprehensive security audit. The State will review and should approve the comprehensiveness of the proposed security audit. The Vendor should ensure that the security audit is performed on a quarterly basis. The Vendor should arrange to have this audit conducted by an unbiased third party at no additional cost to the State. The Vendor should submit for approval, the name and background of the third party auditor. The Vendor should provide the State its plan for correcting or remedying any audit exceptions identified as a result of the security audit within sixty (60) days of completion of the audit. The Vendor should describe their plan for independent security audits and provide technical specifics relative to those audits.

3.16.2 The Vendor should agree that the State has the Vendor's approval to a comprehensive audit the vendor's financials as it pertains to the State of West Virginia. The Vendor should agree to allow the State of West Virginia to redirect any profits over an accumulated 35% to the State. The Vendor should describe how they feel this should be done and offer any suggestions of how any excessive profits have been handled in other entities.

3.17 **Customer Service**

The Vendor should provide customer service help to users of the State's e-government services at no cost to the customer, agency or State. The first contact point for customer service may well be the Vendor. For issues related to usage, navigation, applications, or customer problems regarding the e-government application, the Vendor may be asked to handle. Any issues regarding the back-end processing of State applications or State maintained Web pages would be forwarded to the Office of Technology Service Desk. The proposal should describe how the following customer service areas will be addressed:

3.17.1 Telephone and Email Support - Telephone and email support should be available seven days per week and 24 hours per day every day of the year. This support should be offered to all customers without additional charge. All questions or inquiries should be responded to in one (1) business day. The proposal should provide a plan for telephone and email support for customers that would be received by the Vendor. The proposal should specify the type and level of customer support as well as response time standards to be provided. The Vendor should also include a description of how customer support will be integrated into the design of the application itself.

A record of telephone calls and email questions and their disposition should be maintained and forwarded to the State's e-government Project Manager for review as defined by the Project Manager.

Telephone and email support requirements include the following:

- Logging of customer telephone calls and e-mails to ensure inquiries are properly addressed in a timely fashion.
- Review of telephone calls and e-mail logs to identify and rectify frequent inquiries.
- Reporting of telephone calls and e-mail logs to the State on an agreed upon schedule and manner. This includes various reports that will help the State identify customer issues.

3.17.2 On-line Help Information - The proposal should describe how the Vendor would provide on-line help and references, e.g., icons, directories, tutorials, for its services to customers and how the customers would access this information.

3.17.3 Customer Relations Management - The proposal should describe how the Vendor will perform Customer Relationship Management (CRM). This includes features and services that the Vendor can provide to the customer that would encourage repeat business.

3.17.4 Customer Surveys - The proposal should describe the Vendor's plans for periodically conducting customer satisfaction surveys and for determining the level of use, acceptance, and ease of use of agency e-government applications. The Vendor should, at agreed upon intervals, report to the State on how the issues identified in customer surveys are being addressed. Each agency e-government application should include on-line customer satisfaction surveys as one of its features.

3.17.5 Training - The Vendor should provide on-site training, as required, for State personnel on implementation, initiation, maintenance, monitoring, management and administration of every service developed and implemented under this contract at no cost to the State.

3.18 **Service Level Agreement**

3.18.1 The State, in conjunction with the selected Vendor, intends to establish Service Level Agreements (SLAs) for the development and on-going operations of e-government applications. Given the magnitude and possible scope of the e-government project, it is important that the Vendor and the State enter into a contractual relationship that succinctly defines service level agreements and commitments. It is the intent of this section to specifically define the minimum Service Level Agreement criteria that is required by the State. The technical requirements that are presented throughout this RFP document represent the State's minimum requirements. Attachment D - Liquidated Damages, Service Level Agreements identify the performance standards and associated liquidated damages that will be assessed the Vendor. The Vendor should state in the RFP response its understanding of and agreement to comply for each category. The Vendor should consider carefully the infrastructure and other resources that will be required to meet these SLAs.

3.18.2 Monthly diagnostic reports in the categories outlined below will be used to verify and analyze Vendor conformance with the defined service level agreements. The State will have access to all performance data, in raw and processed form, for the purpose of SLA verification.

3.18.3 The proposal should describe how the Vendor will measure and report on each performance category below, on at least a monthly basis. Proposed measurement and reporting tools should be described, as well as how the State will receive the reports – e.g. via on-line access, CD-ROM, or other means.

3.18.4 Enterprise Application Availability - The SLA will address performance of enterprise application availability. Availability includes the hardware, system software, telecommunications and

shared interface applications.

3.18.5 Security Management - The SLA should address performance of security management. Security management includes all the components that make-up the security barriers to the application, data while being transmitted to or through the application and data available to the application. The security barriers may include firewalls, intrusion detection, virus protection, access control, authentication and other mechanism and techniques to ensure the system and data is protected.

3.18.6 Application Availability - The SLA should address performance of the individual applications provided by the Vendor where the impact to the customer community is isolated to the specific application and not all other agency applications on the host server.

3.18.7 Network and Server Performance Measurement - Monitoring and measuring the end-to-end performance experienced by customers can be facilitated by network management and monitoring tools. Vendor should describe how it proposes to obtain measurements and report on an ongoing basis on the performance experienced by customers from different locations including, but not limited to: a workstation on the State's Intranet on the State's campus ring and a workstation using a State-supplied PPP account. Performance management tools should provide an integrated and time-synched mechanism with which the State and the Vendor can monitor server and network performance of all aspects of the transaction, excluding any client-side performance monitoring. Vendor should include a description of what automated tools will be employed and how on-line access to performance reports will be provided to the State. Also, the Vendor should describe any use of sub-Vendors or outsourced services to perform Web site monitoring service functions.

3.18.8 Performance Monitoring and Problem Resolution - The Vendor should describe their plans for performance monitoring and problem resolution. The Vendor should describe how it will respond to system malfunctions, and diagnose and solve problems within a time period to be agreed upon with the State.

The Vendor should describe procedures to be included for interfacing and consulting with hardware and software Vendors to identify and correct problems. The Vendor should perform maintenance at times that will not adversely impact daily operations. The Vendor should coordinate maintenance schedules and procedures based on the State's requirements. Vendor's plans for regularly performing normal and preventive software maintenance should be included in their Vendors responses.

3.18.9 Availability - The State's e-government applications should be operational and available to customers 24 hours a day every day of the year. The only exception will be for pre-defined systems administration and maintenance. Individual applications may be unavailable based on the individual agency legacy application operational schedule. Scheduled downtime should be coordinated with and approved by the State with at least a seven (7) day advance notice prior to performing the scheduled downtime. Scheduled downtime should be scheduled during off-hours. The Vendor should describe their approach and experience on availability and the scheduling of routine maintenance downtime.

3.18.10 Disaster Recovery - The Vendor should establish and maintain an alternative processing arrangement adequate to resume within 24 hours the application's processing services provided under the Contract, in the event the agency site or equipment is unavailable due to either human error, equipment failure, man made or natural disaster. Vendor should describe in detail their approach for alternative processing arrangements; identify their alternative processing site; and their disaster recovery testing cycle.

3.19 **Organization and Staffing**

The Vendor should include an organizational chart reflecting the overall business structure with an explanation of the State's e-government development undertaking within that framework. A comprehensive staffing plan should outline Vendor staff responsibilities and office location necessary to develop e-government applications, manage and market the e-government environment. State staff will assist the Vendor in planning and testing all communication connections to State sites and State staff will be responsible for all updating of State production systems.

3.19.1 The Vendor should establish a permanent office located in Charleston to house its staff.

3.19.2 The Vendor should identify all of its strategic business partners who will be actively involved in any e-government application development and/or operations.

3.19.3 The Vendor will be solely and exclusively responsible for the hiring, firing, recruitment, management, and training of its employees.

3.19.3.1 The Vendor should agree to undertake such background checks and other procedures reasonably requested by the State.

3.19.3.2 The State shall have the right at any time to require that the Vendor remove from interaction with State personnel from the Project who the State reasonably believes are detrimental to its working relationship with the Vendor on the Project. The State will provide the Vendor with notice of its determination, and the reasons it requests the removal.

3.19.3.3 If the State signifies that a potential security violation exists with respect to the request, the Vendor must immediately remove such individual from the Project until it makes its determination as to the validity of the risk; however, the Vendor should not place the person on the Project again without the State's consent.

3.20 **Experience and Abilities**

3.20.1 The Vendor should identify the names of at least five major customers currently using the services of the Vendor in the types of services and funding model required by this proposal. The service should have been implemented and operational for a minimum period of two years. At least two of the references should be states where the Vendor also maintains and supports the State's main e-government Portal. A name, title, address, telephone number and e-mail address should be provided for a person to contact regarding the services proposal. The State reserves the right to contact each customer listed in the proposal.

3.20.2 The Vendor should describe the experience of its organization to develop and maintain enterprise level e-government service of the size and scope that will be required to support the State of West Virginia. The Vendor should show experience and abilities in the following:

3.20.2.1 The Vendor should describe their ability to provide a quick implementation of e-government solutions.

3.20.2.2 The Vendor should describe their prior e-government development and implementation experience. Descriptions should include examples showing the Vendor's performance on other state's e-government applications. Information should include number of Web hits, number of transactions processed, number of registered or premium users/subscribers.

3.20.2.3 The Vendor should describe their experience in delivering State government-oriented applications that can be easily customized. Such publications may include, but not be limited to:

professional license renewals, environmental licenses and permits, Medicaid eligibility, search on corporate filings, income tax payments, State archive information.

3.20.2.4 The Vendor should describe their experience with technical architecture compatible to the State's current technical architecture.

3.21 **Special Terms and Conditions:**

3.21.1 *Performance Bond:* Upon award, the successful Vendor will be required to provide to the State a performance bond of an amount equal to five hundred thousand dollars (\$500,000) as a guarantee for the delivery and acceptance of the services in accordance with the specifications and as warranty that the deliverables meet all the performance standards and criteria established by the respective services required by this RFP. In the event the Vendor, or any of its third party providers or sub-Vendors, fails to deliver or perform to the satisfaction of the State, the contracting authorities for the State reserve the right to proceed against the performance bond and to cancel any contracts and any associated agreements without any resulting liability, present and future, to the State. The performance bond referenced above should remain in place through successful migration and three successful months of operation of all current applications by the Vendor.

3.21.2 *Litigation Bond:*

Each bidder responding to this request for proposal **is required** to submit a litigation bond in the amount of \$500,000, made payable to the State of West Virginia Purchasing Division. This bond should be issued by a surety company licensed to do business in the State of West Virginia with the West Virginia Insurance Commission, on a form acceptable to the State. The only acceptable alternate forms of the bond are (1) a company certified check (not an individual) and (2) a cashier's check.

The purpose of the litigation bond is to discourage unwarranted or frivolous law suits pertaining to the award of a contract from this request for proposal. Secondly, the bond provides a mechanism for the State of West Virginia, the Agency, its officers, employees, or agents thereof to recover damages, including (but not limited to) attorney fees, loss of revenue, loss of grants or portions thereof, penalties imposed by the federal government and travel expenses which may result from any such litigation. A claim against the bond will be made if the Vendor contests the award in a court of competent jurisdiction and the grounds are found to be unwarranted or frivolous based on the facts of the award or applicable law as determined by the court.

The bond or alternate form should remain in effect for two years from the proposal submission date. After six (6) months, each Vendor may request, and the State anticipates granting, a release of the litigation bond. However, the Vendor will be required to provide a release (signed and notarized in a form that is acceptable to the State) prior to release of the bond which states that the Vendor will not sue.

Failure to submit an appropriate bond or alternate bond with the proposal at the time of bid opening will result in automatic disqualification of the Vendor's proposal and the proposal will be considered non-responsive.

PART 4 PROPOSAL FORMAT

4.1 **Vendor's Proposal Format:**

All proposals submitted should appear in the same format and sequence as presented in this RFP. The proposal must include:

- (a.) A statement of compliance with all mandatory requirements;

- (b.) Complete description of the services to be provided for each RFP specification in Part 3 of this RFP, regardless of their denotation as Mandatory or Desirable, (Vendors must number responses, in accordance with the RFP format),
- (c.) Expectations by the Vendor of the assumed responsibilities of the State and other State agencies, with regard to each service being proposed, and,
- (d.) Any other requirements set forth elsewhere in the proposal,

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

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

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 and attains the final highest point score of all Vendors (possible one-hundred 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:

Technical Approach	40 points possible
Organization and Staffing	10 points possible
Experience and Abilities	40 points possible
Oral Presentation	10 points possible
	100 total points possible

4.4 Minimum Acceptable Score:

Vendors scoring a minimum of 70% of the ninety technical points (63) may be requested to make oral presentations, if required by the State, to supplement their proposals. In this event, the Vendor will be required to submit a synopsis of said presentation, signed by the same official who signed the proposal, for inclusion in the proposal. Said presentation and synopsis will become part of the proposal and be used in the proposal evaluation.

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.

The State does reserves 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 interests of the State.

A F F I D A V I T

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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 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: _____