



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

# Request for Quotation

RFO NUMBER
LAB3616

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE 304-558-0492

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF LABOR  
 1800 KANAWHA BOULEVARD EAST  
 CHARLESTON, WV  
 25305 727-5781

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/20/2006				

BID OPENING DATE: 10/25/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		924-20		
LICENSING EXAMINATIONS  REQUEST FOR PROPOSALS  DEVELOPMENT AND ADMINISTRATION OF CONTRACTOR LICENSING EXAMINATIONS PER THE ATTACHED SPECIFICATIONS.  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:  <input type="checkbox"/> 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  <input type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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.

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**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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<p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE</p>						

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<p>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> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p>						

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 Purchasing Division  
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DATE PRINTED <b>09/20/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/25/2006** BID OPENING TIME **01:30PM**

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<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>***** THIS IS THE END OF RFQ LAB3616 ***** TOTAL: _____</p>						

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STATE OF WEST VIRGINIA  
 DIVISION OF LABOR  
 State Capitol Complex  
 Building 6, Room 749-B  
 1900 Kanawha Boulevard East  
 Charleston, West Virginia 25305

**REQUEST FOR PROPOSALS  
 FOR  
 EXAMINATION DEVELOPMENT AND ADMINISTRATION  
 FOR CONTRACTOR LICENSES**

RFP NUMBER: LAB3616

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TABLE OF CONTENTS

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1.	GENERAL INFORMATION / TERMS AND CONDITIONS .....	Page 6
2.	OPERATING ENVIRONMENT .....	Page 18
3.	PROCUREMENT SPECIFICATIONS .....	Page 18
4.	PROPOSAL FORMAT and EVALUATION CRITERIA .....	Page 24
5.	RFP ATTACHMENTS	
5.1	Technical Proposal and Evaluation Guide	
	Section A: Mandatory Requirements	
	Section B: Qualifications and Experience Items	
	Section C: Technical Approach	
5.2	Cost Proposal and Scoring Guide	

## **SECTION 1            GENERAL INFORMATION / TERMS AND CONDITIONS**

### **1.1     Purpose**

The Acquisition and Contract Administration Section of the Purchasing Division (hereinafter referred to as the "State") is soliciting proposals for the Division of Labor, West Virginia Contractor Licensing Board (hereinafter respectively referred to as the "Division" or the "Board") to develop and provide for the examination of candidates applying for a West Virginia contractor license.

### **1.2     Project**

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give that ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, an opportunity to do business with the State as a contractor.

The State intends to secure a contract for examination development and administration to candidates for licensure for the various categories, classifications, and specialties of a Contractor, as defined in West Virginia Code § 21-11-3 and Legislative Rule § 28-2-3.

### **1.3.    RFP Format**

This RFP has five (5) parts:

Part 1 contains general information and 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.

Part 4 explains the Vendor's response to the RFP, proposal evaluation criteria, and how the evaluation will be conducted.

Part 5 contains attachments referenced throughout this RFP.

### **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:

**Ron Price, Buyer Supervisor**

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115

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

**1.5 Vendor Registration**

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

**1.6 Oral Statements and Commitments**

Any verbal representations made or assumed to be made during any oral discussions held between a Vendor's representative(s) 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**

Various sections within this RFP contain specific instructions governing how the Vendor's proposal is to be arranged and submitted, and describing what material is to be included therein.



### **1.8.1 Mandatory Requirements**

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

Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Section 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the Vendor. Failure on the part of the Vendor 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 Submission of RFP to the Purchasing Division**

State law requires that the original technical and cost 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.

Vendors must submit one (1) original and five (5) copies of the technical proposal

and one (1) original of the cost proposal to the:

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

The technical proposal and the cost proposal are to be placed in separate envelopes, which are clearly labeled. The separate envelopes are to be placed in another envelope, which is to be clearly marked with the following information:

**Buyer's Name:** RP-41  
**RFP #:** IAB3616  
**Opening Date:** 10-25-06  
**Opening Time:** 1:30 P. M.

### **1.9.3 Deadline for Receipt of RFP**

Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with West Virginia Code §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which 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.

### **1.9.4 Best Value Purchasing Standard Format**

An RFP 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. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

#### **1.9.4.2 Proposal Format and Content**

Proposals shall be requested and received in two distinct parts: a Technical Proposal and a Cost Proposal. The Cost Proposal shall be clearly identified and sealed in a separate envelope and will not be opened initially.

#### **1.9.4.3 Technical Proposal Opening**

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

#### **1.9.4.4 Technical Evaluation**

The pre-selected, approved evaluation committee will review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation will be forwarded to an internal review committee within the Purchasing Division.

#### **1.9.4.5 Cost Bid Opening**

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

#### **1.9.4.6 Cost Evaluation and Resident Vendor Preference**

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

#### **1.9.4.7 Contract Approval and Award**

After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring Vendor.

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 Vendor 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 Vendor responding to this RFP for expenses to prepare, deliver the proposal, or to attend any meeting or oral presentation.

#### **1.12 Addenda**

If it becomes necessary to revise or amend any part of this RFP, an official written addendum will be issued by the State to all Vendors 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 Vendor'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 Vendors 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 from disclosure of information are listed in West Virginia Code §29B-1-4. Trade secrets as submitted by a Vendor are exempt from 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 .....	09-21-06
Vendor's Written Questions Submission Deadline .....	10-06-06
Response to Questions .....	10-11-06
Addendum Issued .....	10-11-06
Bid Opening Date .....	10-25-06

### **1.17 Affidavit**

West Virginia Code §5A-3-10a requires that all Vendors submit an "Affidavit," regarding any debt owed to the State. The Affidavit must be signed and submitted with the proposal.

### **1.18 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.

#### **1.18.1 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 of its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

#### **1.18.2 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.

#### **1.18.3 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 of 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.

#### **1.18.4 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.

#### **1.18.5 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.

#### **1.18.6 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.

#### **1.18.7 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.

#### **1.18.8 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.

#### **1.18.9 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.

#### **1.18.10 Term of Contract and Renewals**

This contract will be effective \_\_\_\_\_ and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Any such renewal will be for a period of up to one (1) year, with a maximum of four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by 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.

#### **1.18.11 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 Division may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Division shall give the Vendor written notice of such non-allocation of funds as soon as possible after the Division receives notice. No penalty shall accrue to the Division in the event this provision is exercised.

#### **1.18.12 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.

#### **1.18.13 Changes**

If changes to the original contract become necessary, a formal contract amendment or change order will be negotiated by the State, the Division and the Vendor, to address changes to the terms and conditions of 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 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 Division or the Board, 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 Division or Board 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.**

#### **1.18.14 Record Retention (Access and 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.

## **SECTION 2 OPERATING ENVIRONMENT**

### **2.1 Location**

The Division of located at the State Capitol Complex, 1900 Kanawha Boulevard East, Building 6, Room 749B, Charleston, WV 25305.

### **2.2 Background**

The contact person during the performance of the contract is:

Fran Cook  
Deputy Commissioner  
West Virginia Division of Labor  
State Capitol Complex  
1900 Kanawha Boulevard East  
Building 6, Room 749B  
Charleston, WV 25305

Telephone: (304) 558-7890, ext. 146  
Facsimile: (304) 558-2273  
Email: [fcCook@labor.state.wv.us](mailto:fcCook@labor.state.wv.us)

### **2.3 Contract Matters**

#### **2.3.1 Payment Terms and Conditions**

There shall be no cost to the State for the performance of services under a contract or purchase agreement. In consideration of products and services provided hereunder by the Vendor, the Vendor shall charge and collect from each candidate registered for an examination, reexamination or review the appropriate fee.

## **SECTION 3 PROCUREMENT SPECIFICATIONS**

### **3.1 General Requirements**

The Vendor shall develop and administer an examination program in accordance with specifications approved by the Board.

The Vendor shall develop new forms as needed, including revising and updating examination items to include amendments to statutes and other applicable regulations.

**3.2 Scope of Services**

**3.2.1 Categories of Contractor Examinations**

The Vendor shall develop an item bank of unique forms of examination questions for the following categories: Concrete Contractor; Electrical Contractor; Excavating Contractor; General Building Contractor; General Engineering Contractor; Heating, Ventilating and Cooling (“HVAC”) Contractor; Manufactured Home Installation Contractor; Masonry Contractor; Multifamily Contractor; Piping Contractor; Plumbing Contractor; Remodeling and Repair Contractor; Residential Contractor; Sprinklers and Fire Protection Contractor; Structural Steel Erection; and Utilities (Water and Sewer Projects).

**3.2.2 Business and Law Examination**

The Vendor shall also develop a “Business and Law” examination on the West Virginia contractor licensing laws and labor laws, and the rules and regulations of the various state and federal regulatory agencies. This examination shall also include questions on organizing and managing a business, contracts, accounting terms and methods, estimating and bidding, project management, risk management, safety, financial management, tax laws, mechanics lien laws and general information relevant to the construction industry.

**3.2.3 Content of Contractor Examinations**

Pursuant to West Virginia Code §21-11-6, each applicant for a Contractor license must pass an examination before a license is issued. Examinations will be composed of multiple choice questions in accordance with the following schedule, and subject to the Board’s approval:

<u><b>EXAMINATIONS – Open Book</b></u>	<u><b>QUESTIONS</b></u> <b>(Approximate Number)</b>
Business and Law	60
Concrete Contractor	50
Electrical Contractor	100
Excavating Contractor	54
General Building Contractor	80

General Engineering Contractor	80
Heating, Ventilating and Cooling Contractor	80
Manufactured Home Installation Contractor	60
Masonry Contractor	50
Multifamily Contractor	80
Piping Contractor	50
Plumbing Contractor	120
Remodeling and Repair Contractor	60
Residential Contractor	80
Sprinklers and Fire Protection	100
Structural Steel Erection	50
Utilities ( Water and Sewer Projects)	100

#### **3.2.4 Psychometric Examination Methods**

Examinations should be developed according to currently accepted psychometric methods and principles. Questions for all examinations shall be rotated to prevent memorizing content.

#### **3.2.5 Test Format**

Each category of examination shall be composed of multiple choice and open book questions.

Examinations shall be offered in paper-pencil format and in electronic computer format at all testing locations.

Oral examinations shall be available upon request by the candidate in order to accommodate disabilities.

#### **3.2.6 Passing Score**

The minimum passing score for all examinations is 70%, as mandated by W. Va. Code R. § 28-2-6.1.

### **3.2.7 Review of Examination Questions by the Board**

The Vendor shall provide staff support for a review of pooled examination questions by the ten (10) member Board. The Board will assure all questions used on the examinations represent the practice of contracting in West Virginia. The Board is authorized to modify and reject any examination question(s) that contain subject matter not in compliance with the construction industry's practices, laws or rules.

### **3.2.8 Candidate Examination Guide Package**

The Vendor will design and produce a candidate examination guide package acceptable to the Board. The guide will contain examination outlines, a list of books allowed for open book testing, study references, registration and services information, testing dates, testing locations and will include examples of questions on the examinations. Guides shall be developed for all examinations. The Vendor shall distribute sufficient quantities of these guides to the State at no charge and shall make them available on the Internet. The Guides shall be revised as needed with the latest information concerning licensing requirements and procedures.

### **3.2.9 Reference Manuals and Practice Examinations**

The Vendor shall offer a "Reference Manual" for sale to any candidate for the Business and Law examination, at a cost to be paid by the candidate.

The Vendor shall offer practice examinations in the tested classifications, at a cost to be paid by the candidate.

The Vendor may offer for sale or rent code or reference books identified in its testing information guide to candidates.

### **3.2.10 Legal Challenge to Examinations**

The Vendor shall defend any legal challenge from any party concerning the development and administration of examinations.

### **3.2.11 Examination Administration**

#### **3.2.11.1 Location of Test Centers; Dates of Examination**

The Vendor shall obtain prior State approval for the location and relocation of all test centers and for the dates of examinations

### **3.2.11.2 Examination Administrators**

The Vendor shall utilize examination administrators experienced in licensure examination administration who are not affiliated with any Vendor service education program and who fully understand the examination security requirements.

### **3.2.11.3 Security**

The Vendor shall utilize procedures to ensure the examination materials are produced, assembled, and delivered accurately under secure conditions. The Vendor shall also provide a system of security for the examination questions, the test center and the transmission of test results to the State and to the candidates. Security violations shall be reported immediately (within 3 business days) to the State's contact for the contract, by telephone and in writing.

### **3.2.11.4 Registration for Examinations and Payment of Fees**

All candidate processing will be provided from the Vendor's main office in Charleston, WV.

The Vendor shall receive and process applications and accept payment of fees by the candidate in the forms of money order, cashier's check, certified check or credit card with no additional fees imposed, for the examination at the examination site, by mail, by telephone or over the internet. The Vendor shall acknowledge receipt of each candidate's registration.

The Vendor shall provide a toll-free telephone registration number for candidates to inquire, order materials and make reservations. Telephone calls from candidates must be handled with a minimum response time. Candidates on hold, without communication with the Vendor's staff in excess of 10 minutes response time, would be unacceptable. Voice mail messages must be returned within eight (8) business hours.

The Vendor shall supply the Board with a direct telephone number to all permanent testing sites. The Vendor shall communicate with the Board immediately (i.e., within the hour) in the event that any telecommunication malfunctions occur.

### **3.2.11.5 Test Centers**

The Vendor shall operate a full-time test center in Charleston, WV, where

candidates may take licensing examinations five (5) days per week with a minimum seating capacity of fifteen (15) persons.

The Vendor shall also provide part-time test centers in Morgantown, Martinsburg, and Wheeling, where examinations will be offered at least one (1) day per month. The Vendor shall also offer the West Virginia examinations at any of the Vendor's sites located in other states where testing is currently provided.

The Vendor shall provide all physical facilities and test center personnel for testing. Testing facilities must have a comfortable room temperature to ensure an acceptable testing environment. The Vendor shall make reasonable efforts to accommodate the needs of candidates with disabilities, including, but not limited to, accommodations under the Americans with Disabilities Act.

#### **3.2.11.6 Reporting Examination Scores**

The Vendor shall provide photograph-bearing score reports to each candidate and upon request, to the Board. The Vendor shall inform each candidate of his or her passing or failing score immediately following the examination.

The Vendor shall offer "Duplicate Score Reports" at a cost to be paid by the candidate.

#### **3.2.11.7 Failure by a Candidate**

The Vendor shall furnish a report to every failing candidate, which shall contain an analysis of the areas of weakness and strength on the examination and shall list the number of attempts at the exam on every score report.

The Vendor shall offer an "Examination Review" service to failed candidates at a cost to be paid by the candidate.

#### **3.2.11.8 Inquiries or Appeals by a Candidate; Comments and Correspondence**

The Vendor shall respond in writing to the candidate within seven (7) days of examination in connection with any candidate inquiry, appeal or comment regarding an examination, with a copy of the Vendor's response provided to the Board. The Vendor shall review individual candidate comments from the testing sessions and provide a summary of such responses to the Board. The Vendor shall respond to individual candidate correspondence within seven



(7) days from receipt of correspondence from the candidate.

### **3.2.11.9 Reports to the Board**

The Vendor shall provide monthly summary statistics score reports to the Board.

## **SECTION 4 PROPOSAL REQUIREMENTS**

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

The proposal must be formatted in the following order, providing the information listed below:

**Title page** - State the RFP Subject and number, the name of the Vendor, the Vendor's business address, telephone number, the name or names of authorized contact person(s) to speak on behalf of the Vendor, date and signature.

**Table of Contents** - Clearly identify the material by section and page number.

**Section I** - Technical Proposal

**Section II** - Cost Proposal

#### **4.1.1 Technical Proposal and Evaluation Guide**

RFP Attachment 5.1, the "Technical Proposal and Evaluation Guide," details the specific requirements for making a Technical Proposal in response to this RFP. This guide includes mandatory and general requirements as well as technical queries requiring a written response.

No pricing information shall be included in the Technical Proposal.

Each Vendor must use the Technical Proposal and Evaluation Guide to organize, reference, and draft the Technical Proposal.

#### **4.1.2 Cost Proposal and Scoring Guide**

RFP Attachment 5.2, the "Cost Proposal and Scoring Guide," details the specific requirements for making a Cost Proposal in response to this RFP. The Cost Proposal must be recorded on an exact duplicate of this attachment, and must include all costs as required.

If the Cost Proposal is not completed as required, or is incomplete in any respect, the State shall determine the proposal to be non-responsive and reject it.

**4.2 Proposal Evaluation Process**

The proposals will be evaluated by a committee of three (3) to five (5) 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:

• Qualifications and Experience	30 Points Possible
• Technical Approach	40 Points Possible
• Cost Proposal	<u>30 Points Possible</u>
Total	100 Points Possible

**4.4 Minimum Acceptable Score**

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

The State will select the successful Vendor’s proposal based on best value purchasing, which is not necessarily the low Vendor. Cost is considered, but is not the sole determining factor for award. The State 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 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.

# TECHNICAL PROPOSAL & EVALUATIONS GUIDE

## RFP Attachment 5.1

### SECTION A: MANDATORY REQUIREMENTS

**VENDOR NAME:**

The Vendor must address All Mandatory Requirements section items and provide, in sequence, the information and documentation as required (referenced with the associated Item references). The following mandatory requirements, including but not limited to the following, will be reviewed.

- Proposal received on or before the Proposal Deadline.
- Technical Proposal and Cost Proposal packaged separately.
- Technical Proposal contains **NO** cost data.
- Technical Proposal does **NOT** contain any restrictions of the rights of the State or other qualification of the proposal.

**Proposal Page #**

(to be completed by Vendor)

**State Use ONLY**

**Pass / Fail**

### MANDATORY REQUIREMENTS ITEMS

- A.1** Provide the following as documentation of financial responsibility and stability.
- a current written bank reference, in the form of a standard business letter, indicating that the vendor's business relationship with the financial institution is in positive standing
  - two current written, positive credit references, in the form of standard business letters, from vendors with which the vendor has done business or, documentation of a positive credit rating determined by a accredited credit bureau within the last 6 months

- A.2** Provide a statement of whether the vendor or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of West Virginia) and, if so, the nature of that conflict.
- Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.**

Proposal Page # (to be completed by Vendor)	MANDATORY REQUIREMENTS ITEMS	State Use ONLY
		Pass / Fail
	<p><b>A.3</b> Describe the vendor's form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and detail the name, mailing address and phone number of the person the State should contact regarding the proposal.</p>	
	<p><b>A.4</b> Provide a statement of whether there have been any mergers, acquisitions, or sales of the vendor company within the last ten years, and if so, an explanation providing relevant details.</p>	
	<p><b>A.5</b> Provide a statement of whether the vendor or any of the vendor's employees, agents, independent contractors, or subcontractors have been convicted of, pled guilty to, or pled nolo contendere to any felony, and if so, an explanation providing relevant details.</p>	
	<p><b>A.6</b> Provide a statement of whether there is any pending litigation against the vendor; and if such litigation exists, an attached opinion of counsel as to whether the pending litigation will impair the vendor's performance in a contract under this RFP.</p>	
	<p><b>A.7</b> Provide a statement of whether, in the past ten years, the vendor has filed (or had filed suit against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.</p>	
	<p><b>A.8</b> Provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Vendor, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation (s) will impair the vendor's performance in a contract under this RFP.</p>	

# TECHNICAL PROPOSAL & EVALUATIONS GUIDE

## RFP Attachment 5.1

### SECTION B: QUALIFICATIONS AND EXPERIENCE ITEMS

VENDOR NAME:

The Vendor must address All Qualifications and Experience items and provide, in sequence, the information and documentation as required. Each item of information or documentation must be labeled with the corresponding item reference number.

The responses to each item will be scored as follows:

0-1 = Meets Minimum Requirements    2-3 = Exceeds Requirements in Certain Areas    4-5 = Exceeds Most Requirements

Proposal Page #  
(to be completed by Vendor)

### QUALIFICATION & EXPERIENCE ITEMS

- B.1 Provide a brief, descriptive statement indicating the vendor's credentials to deliver the services sought under this RFP.
- B.2 Briefly describe how long the vendor has been performing the services required by this RFP and include the number of years in business, and the names of the states where services have been provided within the past five years.
- B.3 Describe the vendor organization's number of employees, client base, and location of offices.
- B.4 Provide a narrative description or organizational chart of the project team, its members, and organizational structure.
- B.5 Provide a personnel roster and resumes of key people who shall be assigned by the vendor to perform duties or services under the contract (include estimated number of hours to be worked on the contract for each person, and the resumes shall detail each individual's title, education, current position with the vendor, and employment history) as well as an organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.
- B.6 Provide customer references for similar projects representing both three of the larger accounts currently serviced by the vendor and three completed projects as well as a list, if any, of all current contracts with the State of West Virginia and all those completed within the previous five year period.

(Maximum Section B Score = 30)

SCORE (for all Section B items above, B.1 through B.6):

# TECHNICAL PROPOSAL & EVALUATIONS GUIDE

## RFP Attachment 5.1

### SECTION C: TECHNICAL APPROACH

**VENDOR NAME:**

The Vendor must address All Technical Approach section items and provide, in sequence, the information and documentation as required. Each item of information or documentation must be labeled with the corresponding item reference number.

The responses to each item will be scored as follows:

4-3 = Meets Minimum Requirements      4-7 = Exceeds Requirements in Certain Areas      8-10 = Exceeds Most Requirements

Proposal Page # (to be completed by Vendor)	TECHNICAL APPROACH ITEMS	State Use ONLY  Score
	<p><b>C.1</b> Provide a narrative that illustrates the vendor's understanding of the State's requirements and project schedule.</p> <p><b>C.2</b> Provide a narrative that illustrates how the vendor will complete the scope of services, accomplish required objectives, and meet the State's project schedule.</p> <p><b>C.3</b> Provide a narrative that illustrates how the vendor will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.</p> <p><b>C.4</b> Provide a narrative describing contractor licensing tests given in other states, including the names of those tests.</p>	
<p><b>Maximum Section C Score = 40</b></p>		<p><b>SCORE</b></p>

## COST PROPOSAL & SCORING GUIDE RFP ATTACHMENT 5.2

**NOTICE TO VENDOR:** This Cost Proposal **MUST** be completed **EXACTLY** as required.

**VENDOR NAME:**

**SIGNATURE & DATE:**

Note: The signatory must be an individual or a company officer empowered to contractually bind the vendor.

### COST PROPOSAL SCHEDULE

The proposed cost, detailed below, shall indicate the proposed price for providing the entire scope of service, including all services as defined in the RFP. The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the vendor and the State. All monetary amounts are United States currency.

Cost Item Description	Proposed Cost					Total Cost
	Year 1	Year 2	Year 3	Year 4	Year 5	
Business and Law Exam						
Concrete Contractor Exam						
Electrical Contractor Exam						
Excavating Contractor Exam						
General Building Contractor Exam						
General Engineering Contractor Exam						
HVAC Contractor Exam						
Manufactured Home Installation Contractor Exam						
Masonry Contractor Exam						
Multifamily Contractor Exam						
Piping Contractor Exam						

Cost Item Description	Proposed Cost					Total Cost
	Year 1	Year 2	Year 3	Year 4	Year 5	
Plumbing Contractor Exam						
Remodeling & Repair Contractor Exam						
Residential Contractor Exam						
Sprinklers & Fire Protection Contractor Exam						
Structural Steel Erection Exam						
Utilities (Water & Sewer) Contractor Exam						
Duplicate Score Report (All Exams)						
Reference Manual (Business & Law)						
Practice Examinations (All Exams)						
<p>The RFP Coordinator shall use the evaluation cost amount derived from proposed cost amounts above and the following formula to calculate the <b>COST PROPOSAL SCORE</b>. Calculations shall result in numbers rounded to two decimal places.</p> $\frac{\text{Evaluation Cost Amount}}{\text{Sum of all weighted cost amounts above}} = \text{SCORE}$						
<p><b>Lowest Evaluation Cost Amount from ALL Proposals</b>      <b>30</b> (Maximum Section Score)</p> <p><b>Evaluation Cost Amount Being Evaluated</b>      = <b>SCORE</b></p>						



The following information is provided for informational purposes only to assist you in completing your cost analysis and is not intended to be a prediction of the number of future need for examinations.

For the year January 1, 2005 through December 31, 2005, the current vendor administered the following types and numbers of exams:

<u>EXAMINATIONS/SERVICE PRODUCT</u>	<u>NUMBER</u>
Business and Law	2,444
Concrete	54
Electrical Contractor	180
Excavating	77
General Building Contractor	999
General Engineering Contractor	98
Heating, Ventilating & Cooling	189
Manufactured Home Installation	18
Masonry	26
Multi-Family Building Contractor	19
Piping Contractor	41
Plumbing Contractor	152
Remodeling and Repair	101
Residential Building Contractor	577
Sprinklers and Fire Protection	6
Structural Steel Erection	24

**Practice Exams**

Business and Law	742
General Building Contractor	411
Residential Building	246
Plumbing Contractor	59

**Reference Materials**

Reference Manuals (Business and Law)	1,545
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# AFFIDAVIT

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

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

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

**EXCEPTION:**

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_