



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
PEL760040

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 PERSONNEL DIVISION
 BUILDING 6, ROOM B416
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0139

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/24/2006				

BID OPENING DATE: **09/27/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20		
POINT FACTOR JOB EVALUATION SYSTEM REQUEST FOR PROPOSAL TO PROVIDE A POINT FACTOR JOB EVALUATION SYSTEM FOR USE IN WV STATE GOVERNMENT 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)						

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.

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

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

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<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 AND FIVE CONVENIENCE COPIES MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: PEL760040</p> <p>BID OPENING DATE AND TIME</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ PEL760040 ***** TOTAL:						

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REQUEST FOR PROPOSAL

West Virginia Division of Personnel, PEL760040

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, Division of Personnel, hereinafter referred to as "Agency", to provide a point factor job evaluation system for use in West Virginia state government

1.2 Project:

The mission or purpose of the project is to replace the current market pricing/whole job comparison method of job evaluation with a point factor method which includes consideration of market data. The successful vendor is expected to determine the extent to which the proposed point factor method can be successfully applied to the existing job classification structure and class specifications. It is expected that the factors proposed to be used by the vendor have been proven valid and legally defensible for state government jobs. The successful vendor will be expected to validate the proposed point factor method using a representative group of benchmark job classes prior to applying the method to all job classes.

An integral part of the project is the organization and training of a group of West Virginia state government employees in the application of the point factor job evaluation method, including the preparation of a training/procedures manual. This will include providing consultation to the agency on the method and practices for evaluating job classes using the method, and consultation on developing related compensation policies and procedures.

Once the point factor job evaluation method has been applied to all job classes, the successful vendor will be expected to produce a listing of all job classes with their respective job values and an evaluation of the relative comparability of current pay rates to job values. If warranted, the successful vendor will be expected to recommend changes to the current pay schedules, develop one or more plans of implementation, and assist in calculating the cost of the plan(s) of implementation.

The successful vendor will be expected to provide ongoing support and consultation to the agency in the maintenance of the point factor job evaluation method.

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:

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. 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 must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel 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 "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 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 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.

1.9.3 Vendors mailing proposals should 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 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.

Submit:

One original technical and cost
plus 5 convenience copies to:

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

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

Buyer: RP-41
Req#: PEL760040
Opening Date: 09-27-06
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. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

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

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

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

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

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

1.9.4.7 *Contract Approval and Award:* After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for contract award based on the highest scoring vendor. 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.....	08-25-06
Vendor's Written Questions Submission Deadline	09-08-06
Response to Questions	09-13-06
Addendum Issued	09-13-06
Bid Opening Date	09-27-06
Oral Presentation	To be determine

1.17 **Mandatory Prebid Conference:**

A mandatory prebid conference **will not** be conducted. The agency will use written questions and answers as an alternative.

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 Invoices, Progress Payments, & Retainage:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Agency on the basis of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 10% retainage until the final deliverable is accepted.

Vendor is required to identify points in the project plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

1.19.15 Liquidated Damages:

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$300 per day for failure to provide deliverables/meet milestones as specified in the project plan timeline. 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.

1.19.16 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 1900 Kanawha Boulevard, East, Charleston, West Virginia, State Capitol Complex, Building 6, 4th Floor

2.2 Background:

The West Virginia Division of Personnel (DOP) is the central human resources management agency for state government (excluding elected officials and their staff, the judiciary system, and the state higher education system) and is also responsible for administering the state merit system (i.e. civil service). The division provides a centralized job classification and compensation plan, recruitment, examination and selection services, employee relations, and training and development services for approximately 23,000 employees in more than 50 state departments and agencies. The division has a modern human resources information system (HRIS) which maintains personal, demographic and organizational information on employees and is integrated with an automated, mainframe based vacancy posting system and a budgetary position control system. The Division is implementing a web-based applicant tracking and referral system to enhance and support the recruitment and selection needs of state government agencies.

The organization and responsibilities of the division are established in WV Code § 29-6 et seq. as part of the Department of Administration. The division was created by that statute in 1989 as part of a reorganization of the Executive Branch of state government. The division replaced the Civil Service System which was established in 1960. The division is administered by a Director of Personnel, who is appointed by the Governor, and by a State Personnel Board. The Board is made up of six members, one of whom is the Secretary of the Department of Administration. The remaining five Board members are appointed by the Governor with the advice and consent of the State Senate. The Board meets monthly to consider and act on a variety of personnel actions within its purview.

Classification/Compensation Plan

The current job classification and compensation plan is relatively modern, having been developed and implemented by the Division of Personnel staff beginning in 1990 as part of a statewide reclassification study. The plan consists of 1140 job classifications and 5 separate salary schedules. The job classifications are organized into 6 major occupational groups: Office Support, Administrative and Fiscal Services; Engineering, Environmental Protection and Applied Sciences; Health and Human Resources; Law Enforcement, Public Safety and Corrections; Labor/Trades, Equipment Operation and Institutional Services; and, Education, Communication, Library and Museum Services. Each major occupational group is then subdivided into sub-occupational groups based on the relatedness of the work identified in the class specifications. The class specifications may be viewed at the Division of Personnel web site <http://www.state.wv.us/admin/personnel/clascomp/compindx/specindx.htm>.

The salary plans include a General Schedule, which is used for most employees, a Physicians and Allied Health Executives salary schedule, a Pharmacist Salary Schedule, a Department of Transportation Hourly Pay Schedule and a Conservation Officers Salary Schedule. Amendments to the salary schedules must be approved by the Governor before they become effective. The salary schedules may be viewed at <http://www.state.wv.us/admin/personnel/clascomp/pay/PaySched.htm>

When the current job evaluation system was established in 1990, the State Personnel Board adopted a combination **market pricing/whole job comparison method** to assign existing and new job classifications to pay grades. This process involves identifying the essential functions of benchmark jobs and then conducting salary surveys with other southeastern states for salary data on which to recommend pay grade slotting.

Job classifications are developed through a collaborative process with state agencies. This process typically involves the collection of duties information through position description forms completed by employees and their immediate supervisors. Class specifications are written by the division's Classification and Compensation staff and then validated through subject matter experts in the user agencies. New job classifications must be approved by the State Personnel Board. Class specifications consist of five sections: Nature of Work; Distinguishing Characteristics; Examples of Work Performed; Required Knowledge, Skills and Abilities; and, Minimum Qualifications. The state personnel regulations require that job classes be assigned to pay grades based on the class specifications.

In West Virginia, job classification and pay issues are subject to the state grievance procedure. The terminal step in the four-step process is an administrative hearing before an independent hearing examiner whose decision is binding on the parties. Those decisions can be appealed to a Circuit Court. Circuit Court decisions can be appealed to the West Virginia Supreme Court of Appeals. Since the plan was established in 1990, there have been no successful legal actions against either the methodology or the structure of the state classification and compensation plan.

The Classification and Compensation Section of the division is staffed by a manager with over thirty years experience in West Virginia state government human resources,

including over fifteen years in the Classification and Compensation Section, five personnel specialists, and one support staff member. The division has a total allocation of sixty-six positions

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

- Replace current market pricing/whole job comparison method of job evaluation with a point factor method of job evaluation that is appropriate for use in state government and that is legally defensible
- Apply the point factor method of job evaluation to existing job classes
- Evaluate the relative comparability of current pay rates to job values assigned to existing job classes.
- Recommend necessary changes to current pay rates/schedules including options for implementation and cost of each option recommended.
- Develop training/procedures manual and provide training in use of the point factor job evaluation method to selected state government employees.
- Develop recommended compensation policies and procedures to be used in conjunction with the point factor method of job evaluation.
- Provide ongoing support and consultation to the agency in the maintenance of the point factor job evaluation method.

3.2 Scope of Work:

- **Replace current market pricing/whole job comparison method of job evaluation with a point factor method of job evaluation that is appropriate for use in state government and that is legally defensible.** The successful vendor will provide a point factor method that includes recommended factors and sub-factors/ elements/degrees of those factors as well as the definitions of those factors and sub-factors/elements/degrees of those factors, and standard or recommended weighting of the factors and sub-factors/elements/degrees of those factors, all of which shall be appropriate for use in a state government setting. The successful vendor must recommend a process for evaluation and possible modification of the recommended factors, definitions, and weighting by staff and management of the Division of Personnel and key stakeholders including other state agencies/departments to assure that they meet the needs of West Virginia state government.

The successful vendor will assess the existing classification structure and related job specifications and will determine the practicability of adapting the proposed point factor job evaluation system to the existing classification structure

- **Apply the point factor method of job evaluation to existing job classes** The successful vendor will develop and implement a plan to apply the point factor method to existing job classes. This plan must include provisions for the vendor to perform the following

Train a group of West Virginia state government employees (working group) in all aspects of the application of the point factor method to existing job classes, including the selection, definition, and weighting of relevant factors.

Lead the working group in the selection of at least 200 benchmark job classes representative of all occupational groups and job levels in the existing classification plan.

Plan, schedule, assign and review the application of the point factor method to the benchmark job classes by the working group.

Evaluate the point factor method utilized and make all necessary adjustments to assure that it is valid for the benchmark job classes and that it yields an appropriate job class hierarchy and job value spread

Plan, schedule, assign and review the application of the point factor method to the remaining job classes by the working group

Develop a listing of all job classes with their respective job values.

- **Evaluate the relative comparability of current pay rates to job values assigned to existing job classes.** Using appropriate statistical methods, the successful vendor will develop one or more proposed pay policy lines taking into consideration assigned job values, current pay levels, and relevant market data. The vendor will provide a detailed explanation/justification of the methods used, data included, and proposals presented.
- **Recommend necessary changes to current pay rates/schedules including options for implementation and cost of each option recommended.** Based on the job values assigned to existing job classes and proposed pay policy lines, the successful vendor, in conjunction with the Division of Personnel and other appropriate state entities, will develop all necessary modifications to the current pay rates/schedules, options for implementation of those modifications, and estimates of the costs of the various options
- **Develop training/procedures manual(s) and provide training in use of the**

point factor job evaluation method to selected state government employees. The successful vendor will develop training/procedures manual(s) and provide training to selected West Virginia State government employees that will prepare those employees to (1) apply the point factor method to existing job classes, (2) maintain the appropriateness of job values and, (3) apply the point factor method to new job classes

- **Develop recommended compensation policies and procedures to be used in conjunction with the point factor method of job evaluation.** The successful vendor will recommend policies and procedures that support the point factor method of job evaluation, assure the integrity, credibility, and transparency of the job evaluation process, and promote the objectives of recruiting and retaining a qualified workforce.
- **Provide ongoing support and consultation to the agency in the maintenance of the point factor job evaluation method.** The successful vendor will propose a plan for ongoing support and consultation to the agency to assure that the job evaluation method is properly applied, that job values continue to be appropriate, and that pay rates, schedules, policies, and procedures are effectively maintained
- **Provide a proposed project plan with a timeline that reflects the objectives previously listed in this scope of work.** The successful vendor will provide a summary proposed project plan with a timeline that shows the proposed sequence and duration of activities necessary to meet the objectives of this proposal, including proposed vendor staff and expectations of staff support by the State of West Virginia.
- **Provide comprehensive project documentation.** The successful vendor will maintain complete records and documentation for all phases of the project and will submit records and documentation requested by the Division of Personnel while the project is in progress. The successful vendor will provide comprehensive documentation of the project upon its completion.

3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:* Not applicable.

3.3.2 *Insurance Requirements:* Vendor must provide proof of workers' compensation insurance coverage and professional liability insurance. Insurance certificates are required prior to award but are not required at the time of bid.

3.3.3 *License Requirements:* Not applicable.

3.3.4 *Litigation Bond:* Not applicable.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

(This part of the RFP outlines the format the Vendor should follow in arranging the information, and the Agency should identify the information the Vendor is required to include.)

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

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

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

Section I - Relevant Experience: The vendor will provide documentation of successful implementation of a point factor method of job evaluation for one or more state governments or significant parts of state governments. The documentation will include the state(s) for which the implementation was completed, the state agency(ies) for which the implementation was completed, a description of the scope of the work done for the state(s), the date(s) of the implementation, and whether the vendor provides continuing support to the state(s)/state agency(ies).

The vendor will provide a resumé for each person the vendor proposes to staff the project, the role of each of the vendor's staff in the project, and the estimated percent of time each of the vendor's staff will perform work directly related to the project.

Section II – Methodology: The vendor will provide a complete description of the method proposed to implement a point factor job evaluation method for West Virginia state government. The vendor will include information that addresses all items listed in **PART 3 PROCUREMENT SPECIFICATIONS** except the item regarding the project plan (see below).

Section III – Project Plan: The vendor will provide a proposed project plan with a timeline that reflects the scope of work. The proposed project plan and timeline will show the sequence and duration of specific activities necessary to meet the objectives of this proposal, including proposed vendor staffing and expectations of staff support by the State of West Virginia for each activity.

Section IV – Client References: The vendor will provide contact information for at least 3 clients, including at least 1 state government/agency, for which the vendor has implemented a point factor job evaluation system. Contact information must include: the name of the client; the name of the person(s) on the client's staff who provided oversight of the vendor's work; the client's mailing address and phone number; and, the nature of the client's business.

Section V - Cost: The vendor must include a breakdown of cost by (1) cost of implementation of the point factor evaluation method as specified, and (2) annual cost of ongoing support and consultation for maintenance of the point factor evaluation method for the first two years after completion of the project. All items included in the ongoing support and consultation for maintenance of the point factor evaluation method must be detailed in the vendor's **Methodology**

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:

A. Relevant Experience	20 Points Possible
B. Methodology	20 Points Possible
C. Project Plan	20 Points Possible
D. Client References	10 Points Possible
E. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

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

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times (?)30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points possible (if doing oral presentation may require it for technical criteria not including the oral, in order to avoid interviewing non-qualified vendors). The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further

consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does 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.

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.

- 4.5 **Cost Proposal Format/Bid Sheets:** Cost proposal forms/bid sheets must be on a separate page and must be submitted independently from the technical proposal.

Total all-inclusive fee for the **project** \$ _____

Total project fee breakdown by milestones/deliverables specified in project plan

1) (List first milestone/deliverable) \$ _____

2) (List second milestone/deliverable) \$ _____

3) (Etc , until all milestones/deliverables are listed) \$ _____

Total all-inclusive fee for **support** for first year after completion of the project \$ _____

Total support fee breakdown by element (e.g., license fee, provision of survey data, provision of data on new jobs, etc , if applicable)

1) (Describe element) \$ _____

2) (Etc , until all elements are listed) \$ _____

Total all-inclusive fee for **support** for second year after completion of the project \$ _____

Total support fee breakdown by element (e.g., license fee, provision of survey data, provision of data on new jobs, etc., if applicable)

1) (Describe element) \$ _____

2) (Etc., until all elements are listed) \$ _____

A F F I D A V I T

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 exceeds five percent of the total contract amount

EXCEPTION:

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

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 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: _____