



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
 PEI08001

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

PUBLIC EMPLOYEES INSURANCE
 AGENCY
 BUILDING 5
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0710 558-7850

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/30/2007				
BID OPENING DATE: 01/15/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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DOCUMENT IMAGING AND WORKFLOW SOFTWARE REQUEST FOR PROPOSAL THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA PUBLIC EMPLOYEES INSURANCE AGENCY, IS SOLICITING PROPOSALS TO PROVIDE THE AGENCY WITH CUSTOMER RELATIONSHIP MANAGEMENT (CRM) AND DOCUMENT IMAGING AND WORKFLOW SOFTWARE CONSULTING SERVICES PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON WEDNESDAY, DECEMBER 19, 2007 AT 2:00 PM AT THE AGENCY'S LOCATION IN BUILDING #5 ROOM 1001 AT 1900 KANAWHA BOULEVARD EAST (THE WEST VIRGINIA STATE CAPITOL COMPLEX) IN CHARLESTON, WEST VIRGINIA. ALL VENDORS WISHING TO SUBMIT A PROPOSAL FOR THIS SOLICITATION MUST ATTEND THIS MEETING. ANY VENDOR FAILING TO ATTEND THE MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. TECHNICAL QUESTIONS FOR THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS REQUEST FOR PROPOSAL, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, MATERIALS, LABOR, WORK SCHEDULES, ETC. TECHNICAL QUESTIONS ARE DUE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and 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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<p>NO LATER THAN DECEMBER 14, 2007 BY THE CLOSE OF BUSINESS. ONLY THOSE QUESTIONS RECEIVED BY THIS DATE WILL BE ADDRESSED DURING THE MANDATORY PRE-BID MEETING. QUESTIONS WILL BE ANSWERED BY ADDENDUM AFTER THE PRE-BID MEETING.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A PROPOSAL TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO BID OPENING AND IN ANY FORMAT. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, WHEN/WHERE/HOW TO SUBMIT A BID, FORMS, NUMBER OF ADDENDUMS ISSUED, ETC.</p> <p>PROGRESS PAYMENTS MAY BE MADE TO THE VENDOR ON THE BASIS OF THE PERCENTAGE OF WORK COMPLETED AND ACCEPTED BY THE AGENCY. 10% RETAINAGE SHALL BE HELD FROM ANY PROGRESS PAYMENTS UNTIL THE FINAL INVOICE IS ACCEPTED. PROGRESS REPORTS MUST BE SUBMITTED AND APPROVED BY THE FACILITIES MANAGER PRIOR TO ANY PAYMENTS MADE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND</p>						

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<p>PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES</p>						

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				AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM. REV. 04/11/2001 EXHIBIT 6 PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT. PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR. PRICE ADJUSTMENTS WILL BE CONSIDERED AT THE		

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					SIGNATURE	
					
					COMPANY	
					
					DATE	
						REV. 11/96
						VENDOR PREFERENCE CERTIFICATE
						CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).
						A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:
						() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR
						() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY 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

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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 & 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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<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 style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: PEI08001</p> <p>BID OPENING DATE: 1/15/2008</p> <p>BID OPENING TIME: 1:30 PM</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 PEI08001 ***** TOTAL:						

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REQUEST FOR PROPOSAL
Public Employees' Insurance Agency
RFP# PEI08001

PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting proposals for the Department of Administration's Public Employees Insurance Agency to provide Customer Relationship Management (CRM) and Document Imaging and Workflow Software consulting services.

1.2 Project:

The purpose of this project is to develop a robust, integrated CRM, Document Imaging and Workflow system, utilizing Commercial Off the Shelf (COTS) applications, which will interface with Microsoft Dynamics GP Software and PEIA's DB2 eligibility database.

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 desired specifications for the services requested pursuant to this RFP, contractual requirements, and special terms and 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 the proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Krista Ferrell
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Phone: 304-558-2596
Fax: (304) 558-4115

KFERRELL@WVADMIN.GOV

The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever 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 or contract.

1.6 **Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion 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 and desirables 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 sections included in parts 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The Vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of 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 non-mandatory 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 the 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 dated 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 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.

Vendors responding to this RFP shall submit:

One original technical and cost plus
ten (10) 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: 21
Req#: PEI08001
Opening Date: 01/15/2008
Opening Time: 1:30 pm

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 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 Code. A certificate of application is used to request this preference. 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 pre-bid 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 or 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 bid opening.

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 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 does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events:

Release of the RFP.....11/30/2007
 Vendor's Written Questions Submission Deadline.12/14/2007
 Response to Questions.....Week of 12/24/2007
 Mandatory Pre-bid Conference12/19/2007
 Addendum IssuedWeek of 12/24/2007
 Technical Proposal Opening Date.....01/15/2008
 Oral Presentation(Estimated) Week of 01/21/2008

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at 2:00 pm. Said conference will be held at PEIA's offices located at State Capitol Complex, Building 5, Room 1001, 1900 Kanawha Blvd., E., Charleston, WV 25305. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.**

1.18 Purchasing Affidavit:

West Virginia 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 its 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 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; and (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 and regulations, Federal, State and Local Government.

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 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 by the State 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 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:

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.

1.19.15 Liquidated Damages:

Not applicable.

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 PEIA's offices located at State Capitol Complex, Building 5, Room 1001; 1900 Kanawha Blvd., East; Charleston, WV 25305. This will also be the work location.

2.2 Background:

PEIA provides health and life insurance benefits to over 211,000 West Virginians.

These members currently make up the following annual volumes:

CRM

CRM Contact Type	Volume
Telephone Calls	187,900
Emails*	445,000
Correspondence	27,300

*Includes internal email communications also.

PEIA currently administers CRM with various tools. The most utilized is the phone system. It provides basic reporting, voice-mail, call forwarding, 3 party conferencing and other functions. The agency also provides our members with an online help system that allows members to submit questions or comments via email. Currently, customer service representatives (CSR's) must enter any comments regarding customer service contacts in a database that is not integrated with the agency phone, imaging or work-flow management application.

Imaging

Currently PEIA images the following volume of documents over an annual period:

Type of Document	Volume
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General Correspondence	27,300
PEIA Business Forms	283,000
Total	310,300

PEIA's current document imaging process is performed back-end. Once documents are processed by PEIA they are sent to imaging to be scanned and indexed for future reference. There is limited categorization of the scanned documents and this can create difficulty in accessing particular images when necessary.

Work Flow Management

PEIA currently has the following configuration:

Number of physical locations	One
Number of employees	53
Number of functional units (See Exhibit-1)	Nine

Workflow is administered by various non-integrated systems and a significant amount of the work is performed manually with limited tracking capabilities for items requiring prompt attention. Correspondence, telephone messages, and a relatively small volume of emails make up the majority of work items on which PEIA currently attempts work-flow management. The following table outlines the current systems and their purpose:

Type of System	Function
Microsoft Access Database – "Mail Log"	Mail receipt, tracking and disposition log
Microsoft Access Database – IT	Information Technology – System Access Tracking Tool
Novell GroupWise email system – (converting to Microsoft Outlook email system – fall of 2007)	Time management tool for meeting scheduling, absence notification
Policy and Procedure Manager	Policy and procedure development and management tool

PEIA has many turn-around time requirements for particular types of documents that are currently administered in the aforementioned mail log. However, healthcare claim appeals are of a particular concern to PEIA. These appeals entail workflow complexities of multiple source documents for a single appeal, multiple effective dates/times for particular documents of a single appeal and

multiple personnel involvement. Further, the adjudication of these claim appeals can be critical in our members' healthcare decisions and thusly there is zero tolerance for error.

The below chart provides current mail log volume. Of the below items, the healthcare claim appeals make up approximately 10% of the total.

Mail Log System Volume

12 Month Total of Items Logged	8,000
Monthly Avg.	667

PART 3 PROCUREMENT SPECIFICATIONS

3.1 General Requirements:

The successful vendor will implement a COTS-based CRM, Imaging and Work-flow tool that will provide PEIA the capability to offer our members the utmost in customer service. This tool will provide a "one-stop shop" of pertinent member information and a "mouse click" gateway to underlying supporting documentation for verification purposes. PEIA requires a system that can provide assurance all documents requiring timely response or action are properly identified and the necessary advisement occurs if the required action doesn't take place. The imaging process will occur immediately and automatically be indexed in such a manner that access is available immediately based on variable identifiers such as name, unique ID, date or type, in combination with other identifiers. Further requirements of imaging would include ODBC compliance and optical character recognition (OCR) for PEIA business forms resulting in no data entry.

3.1.1 The successful vendor will provide an integrated, COTS-based CRM, Document Imaging and Work-flow solution which will help the enterprise to work more efficiently. Please find below the specific scope of work the RFP entails:

3.1.2 Provide an integrated, COTS-based CRM, Document Imaging and Work-flow solution which will allow for all in-scope activities to be performed via a CRM portal concept. The proposal must entail successful interfaces between the following systems:

3.1.2.1 Agencies' eligibility and premium determination system known as the Benefits Administration System (BAS). BAS is a CICS, COBOL, DB2 database mainframe application. The CRM will obtain demographic, eligibility and coverage information from this system.

3.1.2.2 The Agency's financial system which is Microsoft Dynamics GP version 9.0. The CRM will obtain account information pertaining to individual members from this application.

- 3.1.2.3 The Agency's phone system. PEIA will be implementing a new phone system. The new system will be a CISCO CallManager Version 4.2.3 with IP Call Center Express Version 4.x. Upon availability, PEIA will upgrade to CallManager Version 6.0.
- 3.1.2.4 PEIA will also require the CRM to interface with its Interactive Voice Response system (IVR). The IVR is a Nortel Media Processing Server (MPS) 500, operating at Release 3.0. This platform is highly scalable and is designed to support standards-compliant protocols, including VXML for voice dialogs, CCXML for call control, and SIP for IP communications. MPS 500 supports both digital and IP voice protocols, and supports the majority of commonly used host/database access methods such as SQL, DB2, 3270, flat files, etc.
- 3.1.2.5 PEIA is currently utilizing Microsoft Biztalk 2006 to perform integrations between Microsoft Dynamics GP and the DB2 eligibility database. It is anticipated that the Biztalk application will be utilized for other integrations inherent with the delivery of this solution.
- 3.1.2.6 PEIA utilizes a version 10G Oracle Database to store over ten (10) years of eligibility, medical and drug claim history in its data warehouse. This system utilizes a Cognos reporting application for front end users and can also accommodate Microsoft reporting service.

3.2 **Functional Desirables – General System Specifications**

The following tables detail the functions of the vendor's solution which are highly desired by PEIA with the exception of those items listed as must, will, or shall as defined in section 1.8.1 of this RFP. The vendor's response should indicate whether the requested software solution will meet these desired needs as delivered, or through customization.

3.2.1	The ability to positively confirm information at each stage (from initial document receipt to verification, exception handling, billing and archival, information shall be readily available).	
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3.2.2	The ability for users to have direct access to all applications on their desktop. CRM solution should serve as a portal to all other systems (1-stop-shop for all applications). This does not imply a true integration with each and every system but rather a link to the individual systems, assuming that they are web-based systems.	Applications include links to Third Party Administrators' systems (TPAs), Financial System (Dynamics GP), and stored imaged documents.
3.2.3	The ability to record an Audit trail.	Who touched a record and when. What was changed? What was the previous value or state?
3.2.4	The ability to do "heads down" data entry with links to web-based applications. Solution interface should provide usability options including keyboard-only, heavy-mouse use, or a mix determined by the user.	
3.2.5	The ability to direct incoming forms, regardless of channel, to a CRM queue for review/processing.	However, the forms that pass OCR or bar-coding would take the next step into more specific queues. At a minimum there will be eligibility, appeals, financial, legal, director's office and general operations queue.
3.2.6	The ability to indicate when no image has been found on record.	
3.2.7	The ability to hold documents in a queue until all required documents are present.	For example, appeals require information from many different sources and until all are received, the appeal cannot be worked.
3.2.8	The ability to capture and track all of the activities around the application for eligibility.	
3.2.9	The ability to split screen to view, for example, the document image and CRM.	

3.2.10	The ability to see a 360-degree view of a member (eligibility, financials, appeals, status, queues).	Administration requires a 360-degree view of everything (Eligibility, Financials, Appeals, Status, and Queues).
3.2.11	The ability to track an incoming email in CRM.	
3.2.12	Provide functionality to eliminate the manual Correspondence Log (Mail Log).	
3.2.13	The ability for Med and Rx Directors to capture their research to an inquiry/appeal.	e.g. PEIA Physician needs to attach the web article on a new migraine treatment. The URL alone is not sufficient.

3.3 Functional Desirables – Imaging

Functional Overview

PEIA intends to use a COTS Imaging/Enterprise Content Management system to support the elimination of paper documents, which are currently required in key business processes. The goal is to capture incoming documents as they are received at PEIA and to utilize the CRM system to interact with the documents, as needed throughout the various business processes. The following table details the functions of the vendor's solution which are highly desired by PEIA with the exception of those items listed as must, will, or shall as defined in section 1.8.1 of this RFP.

3.3.1	The ability to efficiently image all documents as they are received. PEIA does not want documents committed in batches.	At present, paper documents are received and are moved throughout the organization to support business processes. When processes are complete, boxes of documents are picked up weekly and sent for imaging. Instead, imaging will happen at the front of this process.
3.3.2	The ability to support a high volume daily capture operation See the PEIA Annual Volumes section of this document.	Business processes in the new environment will depend on the ability to convert paper documents to images, apply indices, and route to appropriate work queues. This will require robust capture hardware and a highly streamlined

		indexing process.
3.3.3	The ability to provide Bar code processing.	PEIA would like the ability to process Bar codes on forms that identify, at a minimum, the document type.
3.3.4	The ability to support OCR.	PEIA requires "OCR for business forms resulting in no data entry." Some forms have no data entry. Should be able to OCR these forms to gather as much data as possible that can be used for exception processing. Note: On-line forms will still be printed and submitted via mail.
3.3.5	The ability to support ICR.	The capture system should contain ICR capabilities to support reading of hand print on standard forms.
3.3.6	The ability to time-stamp all forms.	PEIA requires a time stamp for receipt and entry into imaging system
3.3.7	The ability for PEIA to capture a document for all possible incoming medium (letter, fax, email).	
3.3.8	The ability to add documents to the system at various touch points along the lifecycle of an inquiry.	Users should be able to interact directly with the application to import documents via scanning, incoming faxes or emails.
3.3.9	The ability to clean up the image.	The system should be capable of performing image clean up, including de-speckling, de-skewing, lightening, darkening, etc.
3.3.10	The ability to handle exceptions, rescans, and/or re-indexing, before document capture process is complete.	
3.3.11	The ability to perform external database lookups – to assist with document processing/indexing.	Data is available in other systems that can be leveraged to complete document indexes and reduce manual data entry.
3.3.12	The ability to perform content	

	management tasks such as assigning and tracking retention periods for documents maintained by the system.	
3.3.13	The ability to manage retention rules including overriding standard configuration.	Administrative role only.
3.3.14	The ability to capture information, such as the content of a web article, and place that content in the document repository as part of a member file.	In the appeals process, staff members may conduct research on issues via the web. Articles reviewed and impacting decisions need to be archived as part of the appeal file. The system needs to support the ability to easily capture and index these documents.
3.3.15	Document Management solution must meet required HIPAA standards.	Management of sensitive medical records must meet HIPAA guidelines. The system security must be support adherence to HIPAA regulations. HIPAA requirements require control of access to every document of a medical record as well as safeguards to protect and recover data. All access to these documents must be tracked and capable of audit.
3.3.16	The ability to automatically route documents, as they are received in the system, to appropriate processing queues, based on document type or other document index attributes. Vendor should indicate the options available to the agency regarding indexing schema.	If document attributes are clearly defined and captured at the point of entry, documents should be automatically routed to appropriate queues. Indexing proposals should be scalable, for ease of future retrieval, including, but not limited to, name, DOB, case numbers (where applicable) and any other

		internal agency indexing criteria, as defined during the implementation phase of this project.
3.3.17	The ability to manually route documents as they are captured in the system to appropriate processing queues.	As documents arrive for processing, depending on the particular document type, an acceptance process may have to occur to ensure the document submitted is acceptable. At times, multiple versions of a document may exist and staff will need to verify accuracy or relevance.
3.3.18	The ability to import documents in large volumes, including documents and associated index data.	PEIA has an outside contractor performing a back file conversion on older documents. The solution will need to be able to import via ASCII Index file. In addition, PEIA also has third party partners who scan documents that should become part of a member record. These files will need to be imported into the PEIA repository as well.
3.3.19	The ability to export data and associated documents for external system use.	
3.3.20	The ability to support exception handling.	If an error occurs during process (ex. Bar code processing, OCR, etc.), an exception queue shall be set up.
3.3.21	The ability to support various document types identified by PEIA for processing.	There are over 80 form types currently utilized by PEIA. The forms are available via web site and are currently printed and mailed to PEIA.
3.3.22	The ability to support e-forms processing.	The current online forms are static pdf files that can be printed, completed and submitted via mail.

3.4 Functional Desirables – Eligibility

Functional Overview

PEIA wishes to automate key steps in their current Eligibility processes while eliminating the need for others. The following table details the functions of the vendor's solution which are highly desired by PEIA with the exception of those items listed as must, will, or shall as defined in section 1.8.1 of this RFP.

3.4.1	Eligibility (Mail) - The ability to process eligibility forms mailed in.	At present, a Payroll Clerk from a State Agency receives an eligibility form from an applicant and mails it to PEIA.
3.4.2	The ability to view and work out of queues.	
3.4.3	The ability to image and index documents upon receipt.	At present, this is done at the end of processing.
3.4.4	Eligibility (Fax) - The ability to process eligibility forms faxed in.	The solution should store incoming fax and make available for further document verification\processing.
3.4.5	The ability to image and index all incoming documents as they arrive.	At present, incoming documents are printed and treated as if they were mail.
3.4.6	The ability to minimize manual data entry.	Data Entry is expected to remain in place but system capabilities should allow PEIA to minimize the amount of data entry required.

3.5 Functional Desirables – Workflow

Functional Overview

Workflow is a reliable repeatable pattern of activity by an organization. A core tenet of this project is to provide automation to enhance workflow. Each process will be identified, broken down into steps, and defined in order to determine its suitability for automated workflow. The following table details the functions of the vendor's solution which are highly desired by PEIA with the exception of those items listed as must, will, or shall as defined in section 1.8.1 of this RFP.

3.5.1	The ability to produce alerts when new work has not been reviewed within 24 ² number of hours. PEIA should have the ability to control the timeliness of alerts.	PEIA wishes to have a system that provides more control over customer service by advising when certain tasks have not been performed in a timely manner.
3.5.2	The ability to escalate work for	

	management review based on the change of a CRM value.	
3.5.3	The ability to produce alerts calling for a review of work reaching defined thresholds.	e.g. 30-days since the receipt of an inquiry. Once an appeal reply is sent to the member, PEIA has 30 days before a member update is due.
3.5.4	The ability to modify the timing of a workflow via a user override.	If a letter is old and has never been imaged, the workflow needs to allow for up to a two or three week delay as the letter is retrieved from archives/folders and processed.
3.5.5	The ability to track flow of documents and their timing. Ability to track each process stage with a time limit.	
3.5.6	The ability to be able to route clinical appeals or various issues to Medical and Pharmacy Directors.	
3.5.7	The ability to apply workflow rules to inquiries from Elected Officials or other specific forms of correspondence.	Today for example, all written inquiries from Governor, Legislator, Senator, and Congress are logged and forwarded. Copies are made for Director and Dept. of Administration. The Correspondence Log is updated. Within 7 working days, an Electronic Draft response, and the file are given to the Director's secretary. Director and DOA Cabinet Secretary copied on all. Director reviews are final. Send from Responder, not Director. All inquiry responses to be out within ten working days.

3.6 Functional Desirables – Integration

Functional Overview

PEIA requires that the CRM and the Document Imaging solution be integrated with the Eligibility system known as the Benefits Administration System (BAS), a DB2 database, and the Financial System (Dynamics GP). This will most likely be the most demanding aspect of the system development process. At a high level, users will need to process eligibility forms, appeals and customer service inquiries as efficiently as possible. Data from a scanned eligibility form should populate BAS and CRM and form a relationship between the two. A user

resolving a Customer Service inquiry will want to update through a single interface and know that these updates are captured in supporting systems. The following table details the functions of the vendor's solution which are highly desired by PEIA with the exception of those items listed as must, will, or shall as defined in section 1.8.1 of this RFP.

3.6.1	The ability to leverage Microsoft BizTalk 2006 for business process integration.	PEIA has licensed BizTalk and will use it for logical CRM processes. PEIA is currently using BizTalk to integrate Dynamics GP and the BAS.
3.6.2	The ability to integrate with BAS and retrieve all pertinent information for each process. The requirement is that the CRM solution be flexible enough to perform Creates, Reads, Updates and Deletes of BAS.	An alternative requirement is that CRM exchanges information with BAS but BAS remains the master database. In either case, the user requires full access to the data in BAS and further, requires a single interface in which to work.
3.6.3	The ability to fully utilize documents stored in the document repository via the CRM solution.	CRM solution should provide a unified user interface to include searching and viewing documents stored in the repository.
3.6.4	The ability to integrate with the internal phone system. The ability to identify a caller and retrieve/review information before taking a call.	PEIA will be implementing a new phone system - A Cisco CallManager Version 4.2.3 with IP Call Center Express Version 4.x.
3.6.5	The ability to integrate with the interactive voice recognition (IVR) system. The ability for IVR to feed CRM with incoming call details prior to the call being answered.	PEIA would like "call codes" to be passed to the recipient of the call.
3.6.6	The ability to sign on once for all needed applications - "Single Sign On".	
3.6.7	The ability to track healthcare provider Info.	Incorporate the NPI (National Provider ID) into the provider entity.
3.6.8	The ability to update healthcare provider Information.	Provide options for automatic and/or facilitated provider Info updating.

3.6.9	The ability to access Third Party Administrators while working in CRM. This does not imply a true integration with each and every system but rather a link to the individual systems, assuming that they are web-based systems.	TPAs include Carelink, Health Plan, Advantra Freedom, Wells Fargo, Minnesota Life, Express Scripts, and Mountaineer Flexible Benefits.
3.6.10	The ability to receive email inquiries, comments, and suggestions by way of a Help link on the member portal.	Customer to determine if the member portal will automatically feed CRM. If yes, this is a CRM requirement.
3.6.11	The ability to provide a non-programmatic integration capability to, in the future, image-enable other applications in use at PEIA.	The ability to allow users to display documents directly from other applications in use at PEIA without requiring custom integration or development.
3.6.12	The ability to search for PEIA policies, procedures, or forms in the Policy and Procedure database.	PEIA's Policy and procedure database is a web-based program. The CRM should allow the employee to search for a policy, procedure or form that may be housed in the database.
3.6.13	The ability for customer service to quickly pull an individual member's claims history from the PEIA data warehouse and link it to a request, and quickly prepare it for mailing or secure emailing.	Currently, an employee requests this from another employee with access to the PEIA Data Warehouse via the Reporting Tool, Cognos. It is then generated and manually prepared for mailing.

3.7 Functional Desirables – Customer Service

Functional Overview

Customer Service works with members, providers, dependants of members and Legislators. Currently, Customer Service requires the ability to view every system. A key improvement is the desired ability to view all activity around a member or applicant. Using CRM, a user should be able to perform all service tasks, see all activity, and access all related documents. The following table details the functions of the vendor's solution which are highly desired by PEIA with the exception of those items listed as must, will, or shall as defined in section 1.8.1 of this RFP.

3.7.1	The ability to view every system that PEIA either connects to, or pulls information from, via a link on a dashboard, assuming that they are web-based systems.	Customer Service needs to be able to view Eligibility, TPA claim system (Wells Fargo), Express Scripts, etc.) For example, Customer Service receives calls when an insurance card is refused or when a funeral director requires proof of insurance.
3.7.2	The ability for customer service to quickly pull an individual member's claims history and link it to a request, and quickly prepare it for mailing or secure emailing.	Currently, an employee requests this from another employee with access to Cognos (PEIA Data Warehouse Reporting Tool) after which it is manually prepared for mailing.
3.7.3	Customer Service requires visibility to who has worked, or is working, with a customer.	PEIA would like to be able to identify who and when a customer relation transaction occurred.
3.7.4	The ability to access call notes (what a customer was told, when, and by whom).	
3.7.5	The ability for Customer Service to edit specific Eligibility information, such as name and address, but not other information, such as eligibility terms.	

3.8 Functional Desirables – Appeals

Functional Overview

The Appeals processes involve building a case around a member. Each step of the appeal process is very clearly defined and therefore must be followed meticulously. Each event shall spawn follow-up activities along with “ticklers” or calendar reminders for when a commitment deadline is approaching. The following table details the functions of the vendor’s solution which are highly desired by PEIA with the exception of those items listed as must, will, or shall as defined in section 1.8.1 of this RFP.

3.8.1	The ability to log every step of an appeal.	Appeals might be the most complex process. Every step should be logged. Information reviewed should be captured. NOTE - there is NO Appeals System today.
3.8.2	Mail - The ability to process an appeal received by postal mail.	An appeal can arrive by US Mail.
3.8.3	Call - The ability to process an appeal received by phone.	Often, appeals begin or are followed up via a phone call.
3.8.4	Fax - The ability to process an appeal received by fax.	Appeals may originate or be updated via fax.
3.8.5	The ability to easily see the stage of an appeal and the owner.	For example, to indicate when an appeal is in the jurisdiction of Wells Fargo (WF). The first two appeals must be handled by Wells Fargo. PEIA shares all details of Appeals with Wells Fargo.
3.8.6	The ability to check the Wells Fargo portal to make certain appeal is showing in their system.	This information is in the TPA’s system. A link to this system would be required, but not a full interface.
3.8.7	The ability to view system to see if first or second appeal is in place with Wells Fargo, then to either send a letter back to member saying that the appeal is in progress or forward additional info to WF and send letter to member.	This information is in the TPA’s system. A link to this system would be required, but not a full interface.
3.8.8	The ability to build into the process an automatic 30-day follow-up.	
3.8.9	The ability to support multiple appeal types.	Appeal Types - Medical Necessity, Timely Filing, Medicare Secondary Payer, Coding, Reimbursement,

		Member/Dependent Eligibility, Prescription Drug, Carelink, Health Plan, Cobra.
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3.9 Functional Desirables – Security/Privacy

Functional Overview

PEIA must adhere to a strict security model to protect data integrity and privacy while allowing for collaboration. Users must have the appropriate levels of information required to do their jobs. The solution should support categories or types of users (roles) and data should be controlled at the object level in addition to the organization and role level.

3.9.1	Automatic Log-off	Terminate a session after a predetermined period of time. PEIA should be able to adjust this accordingly.
3.9.2	The ability to control privileges, access levels, and security roles.	
3.9.3	User activity reports	Reports that detail an employee's viewing and changing of any portion of a member's record. One of the reports should include a VIP report. The PEIA should be able to load members that have been designated by PEIA as VIPs and view a report indicating which PEIA employees have viewed the record. The reports should be easily accessible and easily manipulated by PEIA. Also, the ability to implement electronic notifications of inappropriate user activity.
3.9.4	The ability to create new security roles.	
3.9.5	The ability to record restrictions on access to member's PHI.	PEIA's notice of Privacy practices allows users to request restrictions to their PHI. We need to have the ability to determine if the member has been granted a restriction and to whom we are not permitted to disclose information.
3.9.6	The ability to tie security roles to the organizational hierarchy.	

3.9.7	The ability to provide object-based security.	
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3.10 Functional Desirables – Quality Assurance

Functional Overview

PEIA desires the ability to spot-check all processes for Quality Assurance. These checks should not inhibit any workflow or user processing.

3.10.1	At any time in these processes, QA will be supported. QA should not interfere with the workflow.	A QA process shall be allowed to occur at any time. This would involve a Service manager checking on the status of an eligibility inquiry or an appeal without the QA being registered as a false update. PEIA envisions a “dashboard” format with ability to “drill down” into specifics.
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3.11 Functional Desirables – Reporting

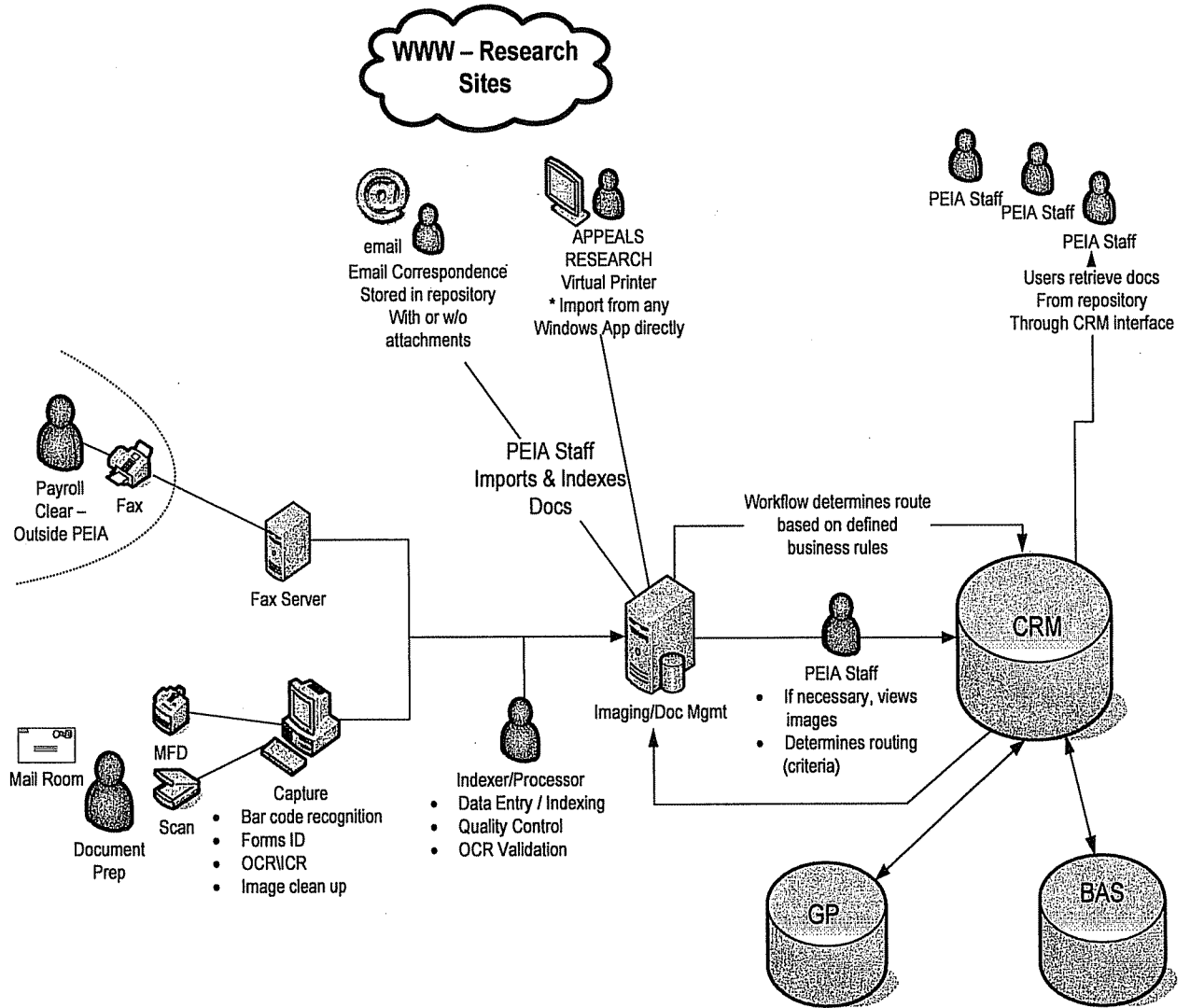
Functional Overview

PEIA desires a flexible reporting architecture and interface. Real time views of information should be supplemented by more complex analytical and operational reports.

3.11.1	The ability to capture and report on reasons for inquiries/calls.	
3.11.2	The ability to create ad hoc reports, and any other customized reports associated with each phase of the system.	
3.11.3	The ability to convey the full story to several key vendors via reports.	When interfacing with TPAs, HMOs, etc., PEIA requires the option of sharing All information.
3.11.4	The ability to produce productivity reports.	To be able to answer: Are we improving turnaround? Where have we improved? Where can we improve?
3.11.5	The ability to work with CRM data in Excel.	
3.11.6	<i>The ability to report on certain PEIA disclosures of a member's PHI (Leg. Aud., law enforcement, etc.).</i>	PEIA is required to account for certain disclosures of PHI. This report would be contingent on an attribute that can document a required disclosure for each member. This report should be

		accessible from the 360 degree member view.
3.11.7	The ability to archive reports and documents created in other in-house applications.	For example, Cognos Reports.

Diagram



3.12 Functional Requirements – Training/Implementation/Timeline

- 3.12.1 The vendor shall provide technical training for maintenance of the solution and interfaces post implementation.
- 3.12.2 The vendor shall provide user-specific training of the software capabilities for approximately forty (40) individuals of various roles.
- 3.12.3 The vendor shall provide an implementation schedule for the assessment, the development of the solution, the development of the above interfaces, and the technical and end-user training.
- 3.12.4 The vendor must have completed three (3) projects within the past seven (7) years which are similar in scope to the project for which this RFP is soliciting proposals. The vendor will provide a brief description of these projects, the timeframe for development, and the vendor's opinion of the success of each project.
- 3.12.5 The vendor must provide a reference from each of the three (3) projects that is willing to discuss the vendor's performance in this specific area. The information about the reference required is the contact name, phone number, mailing address, e-mail address, and contract's title.
- 3.12.6 We expect this project to extend over the next eight (8) months, at a minimum. The vendor must provide a summary of all personnel who will participate in this project, their anticipated roles, and their resumes. The vendor must describe how each of these personnel will be used, i.e., dedicated on-site, dedicated ~~X%~~ of the time, etc.

3.13 Special Terms and Conditions:

3.13.1 *Bid and Performance Bonds:*

Not Required.

3.13.2 *Insurance Requirements:*

A \$1,000,000 per occurrence general liability insurance policy must be in effect during the contract period. The insurance certificate will be required prior to award of contract.

3.13.3 *License Requirements:*

Not Required.

3.13.4 *Litigation Bond:*

Not Required.

PART 4 PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

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

TECHNICAL PROPOSAL

Title page –Must state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person who speaks on behalf of the Vendor, dated and signed.

Table of Contents – Must clearly identify the material by section and page number.

Section I – Firm's Capabilities and Planned Methodology for this Project – The vendor must demonstrate why their firm is the most capable to perform the requested service and explain why PEIA should hire their company. The vendor must also provide an explanation of its planned methodology and approach to complete this project. The explanation must be sufficient to allow for proposal review committee evaluation of the vendor's plan.

Section II – Firm's Experience – Vendor must describe three completed projects within the past 7 years that are similar in scope to the project for which this RFP is soliciting proposals. The explanation must provide sufficient detail to demonstrate similarity. All project descriptions must include a business reference that is cooperative and willing to discuss the vendor's performance. The reference must include Company name, contact name, phone number and mailing address.

Section III – Firm's Personnel Experience – Vendor must provide a summary of all firm personnel that will participate in this project and their anticipated roles. Additionally, resumes must be provided for all professional personnel assigned to PEIA's project. Resumes must demonstrate when experience was gained and for what client, and should also indicate participation in projects required in Section II.

Section (IV) – COST PROPOSAL –

Complete as outlined in section 4.5

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

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory

specifications, 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. Vendor Experience –	15
B. Implementation Schedule/Consultant Commitment	15
C. Functional Desirables for Solution (Sections 3.1 through 3.7, inclusive.)	30
C. Vendor Resumes/CRM, Imaging and Workflow Credentials	10
D. Cost	30

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:

Lowest price of all proposals
----- x 30 = Price Score
Price of Proposal being evaluated

4.4 Minimum Acceptable Score:

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

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

Fee shall be all-inclusive. No separate reimbursement will be made for travel or any other expense. Any change orders will be done at the hourly rates quoted.

Item#	Item	Description	Cost
1	Configuration and installation of CRM Software	Price must include the assessment, integration, configuration, installation, implementation support and licensing costs.	\$
2	Imaging Software	Price must include the assessment, integration, configuration, installation, support and licensing costs.	\$
3	Workflow Software	Price must include the assessment, integration, configuration, installation, support and licensing costs.	\$
4	Training Training based on 40 person class in (4) groups for (8) hours for each group for a total of 32 hours of training.	Training: _____ per hr. **The agency may or may not require additional training hours. If required, the vendor will provide additional training to the agency at the above specified rate.	\$
	Subtotal Cost		\$
		Unit Cost	Estimated Quantity
5	Hourly rate for additional staff time not already covered under this RFP and to accommodate future change orders/modifications as requested by PEIA.	Labor rate _____ per hr. **The agency may or may not require any change order/modifications. If required the vendor will provide additional staff regardless of the staff utilized at the above all inclusive rate.	100 hours **This quantity is to be used for bid evaluation purposes only.
	Total Cost		\$

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AGREEMENT ADDENDUM

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

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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

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

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____