



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
EDD314520

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF EDUCATION
 BUILDING 6
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0330

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/30/2009				

BID OPENING DATE: **06/25/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR PROPOSAL						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF EDUCATION, IS SOLICITING PROPOSALS FOR A POINT OF SERVICE SOLUTION FOR THE OFFICE OF CHILD NUTRITION'S NATIONAL SCHOOL LUNCH PROGRAM PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON 05/20/2009 AT 9:00 AM AT THE CHARLESTON, WV EMBASSY SUITES LOCATED AT 300 COURT STREET, CHARLESTON, WV 25301. ALL VENDORS INTERESTED IN SUBMITTING A PROPOSAL FOR THIS PROJECT MUST ATTEND THIS MEETING. ANY VENDOR FAILING TO ATTEND WILL BE DISQUALIFIED. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX AT 304-558-4115, OR VIA EMAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/22/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A PROPOSAL TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE RFP OPENING DATE AND IN ANY FORMAT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-04		
POINT OF SERVICE SOLUTION EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO FOUR (4) ONE (1) YEAR PERIODS. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						

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<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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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 AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

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<p>REV. 04/11/2001</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>EXHIBIT 6</p> <p>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.</p> <p>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</p>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	(1) YEAR.					
	PASS THROUGH PRICE INCREASES WILL BE CONSIDERED AT TIME OF CONTRACT RENEWAL ONLY.					
	EXHIBIT 4					
	LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.					
	REV. 3/88					
	NOTICE					
	A SIGNED BID MUST BE SUBMITTED TO:					
	DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					

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04/30/2009				

BID OPENING DATE: **06/25/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:				SHELLY MURRAY		
RFQ. NO.:				EDD314520		
BID OPENING DATE:				06/25/2009 (TECHNICAL)		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ EDD314520 ***** TOTAL: _____						

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***National School Lunch Program Point of Service Software
Program***

REQUEST FOR PROPOSAL

West Virginia Department of Education
EDD314520

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National School Lunch Program Point of Service Software Program

REQUEST FOR PROPOSAL
West Virginia Department of Education
EDD314520

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 Education, Office of Child Nutrition, hereinafter referred to as "Agency", to provide equipment, software, professional development, technical services and systems integration activities as described in this RFP. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity and/or service being sought and is to be considered the opportunity for vendors to indicate their interest in bidding on such commodity or service.

1.2 Project:

The mission or purpose of the project is to seek proposals from vendors interested in providing a point of service software solution, a free/reduced price meal application approval software, software maintenance, project implementation/training, and technical support services for the Agency's operation of the National School Lunch Program (NSLP). These items and services described throughout this RFP, are to be used on a statewide basis in West Virginia public schools and other National School Lunch sponsors. The intent is to secure bids to establish an agency-wide contract that will be entered into by the Agency for the benefit and/or participation of the schools as described above.

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 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:

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

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 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:

Any specification or statement containing the words "must", "shall", or "will" are mandatory. Section 3 contains mandatory deliverables required upon contract execution. By signing and submitting a response to this RFP, the vendor agrees to all mandatory deliverables described herein. Section 4 describes RFP response requirements, which may be mandatory. The vendor is required to meet all mandatory requirements in order to be eligible for consideration and to continue in the evaluation process. Failure to meet or agree to mandatory items shall result in disqualification of the Vendor's proposal and the evaluation process will be terminated for that vendor. Decisions regarding compliance with any mandatory requirement 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 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 seven (7) convenience copies to:

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

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

Buyer: Shelly Murray
Req#: EDD314520
Opening Date: June 25, 2009
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 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 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 to 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.....	5/1/2009
Mandatory Pre-bid Conference	5/20/2009
Vendor's Written Questions Submission Deadline	5/22/2009
Addendum Issued	TBD
Bid Opening Date.....	6/25/2009
Oral Presentation.....	TBD

1.17 Mandatory Prebid Conference:

A mandatory prebid conference shall be conducted on the date specified above at 9:00 a.m. Said conference will be held at the Charleston, WV Embassy Suites located at 300 Court Street, Charleston, WV 25301. The exact location will be posted by the Hotel on the date of the meeting. **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.** Bidders will be required to register their attendance at the pre-bid conference, providing complete and accurate contact information. A list of the conference attendees will be provided at the same time as the addendum.

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 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 four (4) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period 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, and/or the United States Department of Agriculture, 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, 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. Invoices will not be approved by the Agency for payment until a county's specified designee confirms the product is satisfactorily operational.

If progress payments are permitted, Vendor is required to identify points in the work 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: 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.

1.19.17 Exclusive Use:

The State shall have full and free use of all materials, products, systems, or any deliverables that are custom developed for the Agency to meet the requirements of the specifications. As a condition of this contract, the bidder agrees that it shall not utilize any of the custom-developed

deliverables in any other project for any other client without the expressed written consent of the West Virginia Department of Education

1.19.18 Patent and Copyright Protection:

The vendor shall defend, at its own expense, the State and its agencies against any claim that any products or services provided under this contract infringes any patent or copyright, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of such claim. To qualify for such defense and/or payment, the State shall: (1) give the vendor prompt written notice of any claim; (2) allow the vendor to control the defense or settlement of the claim; and (3) cooperate with the vendor in a reasonable way to facilitate the defense or settlement of the claim. If any product or service becomes or in the vendor's opinion is likely to become the subject of infringement, the vendor shall at its option and expense: (1) provide the State the right to continue using the product or service; (2) replace or modify the product or service so that it becomes non-infringing; or (3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less any other amounts which are due to the vendor. The vendor's obligation will be void as to any product or service modified by the State to the extent such modification is the cause of the claim unless such modification was authorized by the vendor.

1.19.19 Open-End Contract:

As an open-end contract, the Agency shall not be obligated to procure any minimum orders throughout the term of the contract. In addition, the Purchasing Division provides that this contract may be used by political subdivisions of the state.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located in the State Capitol Complex, 1900 Kanawha Boulevard East, Building 6, Room 248, Charleston, WV 25305-0330. The products and services will be provided on a statewide basis to all public schools and other National School Lunch program participants.

2.2 Background:

There are four levels in the West Virginia public education system: the individual school, the County Board of Education (District or Local Education Agency or LEA), the Regional Education Service Agency (RESA), and the West Virginia Department of Education (Agency) serving the State Board of Education. Each of these levels will work closely together to ensure a successful implementation.

The Office of Child Nutrition has provided and maintained a Point of Service (POS) solution to public and private school food authorities for more than fifteen (15) years. The current system imports student data from the West Virginia Educational Information System (WVEIS). The system does not currently meet the needs of the Agency and does not allow for centralized technical support. Agency encourages school food authorities (SFA) to allow students to charge for meals and operate a billing system. WV Board of Education (WVBE) Policy 4321.1, *Standards for School Nutrition* prohibit the sale of a la carte menu items. All meals are served as a unit.

The School Lunch Program provides lunches to students in all public schools, 20 private schools and 32 institutions. The School Breakfast Program provides breakfasts in 710 public and 9 private schools and 32 institutions. The Special Milk Program provides milk to children in

9 private schools.

Based on current records, West Virginia participants receive daily:

188,832	school lunches (56% free and reduced price)
85,362	school breakfasts (69% free and reduced price)
3,800	afterschool snacks

Eight multi-county RESAs provide educational programs and administrative services to the respective county school systems. All RESAs employ computer technicians who provide direct assistance to schools in the operation and maintenance of computer systems, including the maintenance of computer equipment after warranty. The Agency and RESAs also assist the 55 county school districts with technology planning and implementation and professional development.

2.3 WVDE Network Overview:

The Agency currently operates a Local Area Network (LAN) of approximately 250 desktop PC workstations, printers, one IBM iSeries Server, and several Web/Application servers. Internet access from within the LAN is provided via the State's Wide Area Network backbone. The Agency maintains its own router between the WVDE LAN and the state backbone.

PC workstations are connected to the LAN via Ethernet connections. Printers are connected either to individual workstations or in some cases to the network via direct Ethernet connections. Several copiers are also connected to the LAN and shared as network print devices and scanning servers.

2.4 K-12 Network Overview:

The vendor's proposed Internet component must be compatible with the K-12 public school environment. Currently, a unified K-12 intranet exists behind two Cisco PIX fire walls located at two POPs (Points of Presence). The schools have Cisco routers and have been assigned a large number of private IP addresses for use behind the fire walls.

All West Virginia schools are connected to a wide area network, which provides access to the Intranet and Internet Servers, which are located at the Agency (Southern POP in Charleston and the Northern POP in Morgantown). This infrastructure allows all 710 public schools access to the Internet. The Agency operates an IBM I-series Server where the WVEIS data resides.

Each school is issued a minimal number of public IP addresses. These public IP addresses are typically assigned to an Internet server providing HTTP and FTP services and in some cases may also provide proxy services and VPN (virtual private networking) capabilities. Due to the network configuration, additional public static IP addresses will not be issued to schools.

The majority of public schools have a T-1 line. A few schools have multiple T-1 lines and fewer than 10 schools have 56KB lines. All access is shared with the West Virginia Education Information System (WVEIS) traffic for WAN communications using TCP/IP protocol. Schools utilize Microsoft Internet Explorer or Netscape Navigator for Internet browsers. Many school districts use desktop security and other software solutions on school and student computers. The vendor must describe how the proposed technology solution will work in this environment and identify any concerns.

Vendors should be aware that although the majority of West Virginia schools deploy their

computers in a lab-type setting not all schools have opted for this approach. Typically, high schools and middle schools have computer lab configurations; however, varied configurations are present in schools including, computer labs, libraries, and classroom distribution schemes. Elementary schools are more likely to have classroom distribution schemes. Each individual county school system is responsible for the updating and upgrading of the computer system in their system. The school level computer hardware and operating systems utilize Microsoft® Windows 98 or greater.

See <http://access.k12.wv.us/techplan/index.htm> and click on the Digital Divide reports for additional information regarding the actual hardware and operating systems located in schools.

2.5 WVEIS:

The WVEIS project was created in 1990 by the state of West Virginia to ensure standardized data collection and reporting to the West Virginia Department of Education. By consolidating individual county computer systems into several larger RESA-based systems reporting processes were streamlined and individual county expenses were reduced. The WVEIS project has grown to include every county Board of Education office and school in West Virginia and has formed a Wide Area Network (WAN) with links to each RESA office in the state as well as to the Agency.

Student applications on the WVEIS network include student scheduling, student attendance, student grading, and several custom programs. Financial and employee applications include payroll processing, human resources, fixed asset inventory, warehousing, and purchasing.

PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

3.1 General Requirements:

It is anticipated that upon award of this Request for Proposal, that the successful vendor will contract with the Agency to develop and install software at the various sites throughout the State of West Virginia, provide training on the use of and oversee technical support related to the use of the software, provide maintenance services during the life of the project. During the period under contract, the successful vendor will be required to install and maintain, as necessary, any applicable software upgrades available in the marketplace. The four major components of the project consist of: vendor/systems integration, point of service (POS) software module, free and reduced meal application software module, and integration of the vendor's software solution with the existing Agency legacy systems (including but not limited to WVEIS and FIMS). Each bidder **must** provide a product demonstration in West Virginia during the oral interview process.

The bidder is expected to bid solutions to all mandatory components. It is the intent of the Agency to award a total solution to a single bidder. The terms 'Systems Integrator', 'Vendor', and 'Bidder' are used synonymously in this RFP.

3.2 Scope of Work:

The solution should be seamless, error free, accurate and not subject to technology glitches which would reduce the efficiency of the operations. The vendor's proposed base solution must currently be available in the marketplace. The SA desires to implement the base solution, in pilot counties, after award of the RFP.

3.2.A. Vendor/Systems Integrator Component

The Agency requires a Vendor able to fulfill the role of a Systems Integrator and meet the various requirements dictated by this RFP and have current capacity of staff with appropriate qualifications to successfully implement the project. The Agency expects a Vendor/Systems Integrator to perform the types of activities detailed below upon award of this RFP. Format of vendor responses to each of these activities are explained in Section 4.

3.2.A.1. Vendor to be the Single Point of Contact

- The Agency will look to the systems integrator to be the vendor responsible for handling routine communication, attending meetings, resolving problems and issues, and managing the project. While meetings and communication among the Agency and the successful bidder will occur routinely, the Agency expects the vendor/systems integrator to sign the contract and be responsible for contract performance. This arrangement provides the Agency with a single point of contact and one vendor responsible for products and services on any contract resulting from this RFP.
- Throughout the life of this contract, the Agency may ask the successful bidder to participate in conferences and other demonstrations to showcase the project. These sessions would generally be held in Charleston or some other central WV location. Participation in such events should be considered part of the cost of doing business and should be provided at no additional cost.
- Since this project is highly visible and is appropriated by the West Virginia Legislature, the Agency may make requests for ad hoc reports or meetings in preparation for legislative and State Board meetings. Such tracking, reporting, and meeting functions should be considered a part of the cost of doing business and should be provided at no additional cost to the Agency.

3.2.A.2. Establish a Project Office, Implement a Project Management Plan, and Assign a Project Team

- It is anticipated that the successful vendor is expected to staff the project team with a group of appropriate size and qualifications, bearing responsibility for performance under this contract and for communicating with the Agency on a regular basis to ensure a thorough and effective flow of information for successful project management. Furthermore, the project manager must possess appropriate qualifications and have had prior experience managing a project of this scope, size, and complexity. Agency may, upon request, provide office space for project manager.
- The National School Lunch Program Point of Service Software Program is a complex project that demands constant and rigorous management. The successful bidder needs to have the capacity to respond quickly to various requirements. The cyclical workload can vary from heavy to light for each component. For example, during the heavy installation timeframes, the bidder could be deploying POS software in schools statewide. At other times during the year, software installation schedules may be light, but the bidder may be busy providing professional development sessions. Email and telephone communication with the Agency occur on a daily basis. Regular meetings are scheduled, and ad hoc meetings may be necessary on short notice.
- The successful bidder will implement a web-based project management/information system. This system is expected to allow for the preparation of regular and ad hoc project management reports that can be shared with Agency staff either on a password-protected page of the project management website and/or via shared electronic files using *Microsoft Office*. The selected bidder must provide access to any online project management resource bid for Agency personnel throughout the contract term, at no

additional cost. The reports should include, but not necessarily be limited to, information about the following project items:

- Status Reports detailing county deployment information.
- Reports for tracking implementation, such as installation checklist, system operational forms, and system acceptance forms. (see Appendix A.1.)
- POS & F/R Application module training course Calendar
- POS & F/R Application module training course Roster
- POS & F/R Application module training course Evaluation Form
- The bidder must provide prompt notification (defined as within 7 calendar days) to Agency of problems associated with the project. The Agency expects to be thoroughly informed of all problems that could affect successful project implementation and of the bidder's plan for resolving these problems. During the term of the contract, the successful bidder must provide all proposed project-related reports and forms to the Agency for approval, prior to implementation.
- The project manager is responsible for managing the progress of the project and ensuring interaction of the various parties required for successful implementation. The project manager will become knowledgeable about the Agency and the vision of the entire project. The selected bidder should either maintain staff onsite during implementation or locate an office in the Charleston, WV vicinity. If the project manager changes during the contract term, the new project manager should have commensurate or higher qualifications than their predecessor. The selected bidder should, within two business days of the change, inform the Agency about personnel changes associated with the project (sales representatives, service representatives, management and administrative personnel, etc.)

3.2.A.3. Provide Assistance in Developing County and School Implementation Plans

- The selected bidder must participate in implementation planning activities with county and school personnel. This service is to be provided at no additional cost as part of the vendor's installation effort. The vendor will assess the county and school's current hardware and software configuration. The bidder will ensure that a county has obtained hardware necessary for a successful installation. If the Agency or the county issues a purchase order based upon a configuration designed and signed by the bidder – and there are subsequent issues in which the configuration does not technically work together, the Agency expects the bidder to be responsible for bearing the expense of correcting the configuration.

3.2.A.4. Assign and maintain a knowledgeable, qualified staff

- The selected bidder will assign and maintain a knowledgeable, qualified staff capable of assisting LEA staff in the user training, application deployment, testing, and software support. The vendor is expected to maintain their staffing certifications throughout the contract term.
- Vendor must be in compliance, during the life of the contract, with West Virginia Code §18-5-15c(e):

“(e) Contractors or service providers or their employees may not make direct, unaccompanied contact with students or access school grounds unaccompanied when students are present if it cannot be verified that the contractors, service providers or employees have not previously been convicted of a qualifying offense, as defined in section two, article twelve, chapter fifteen of this code. For the purposes of this section, contractor and service provider shall be limited to any vendor, individual or entity under contract with a county school board.

County school boards may require contractors and service providers to verify the criminal records of their employees before granting the above-mentioned contact or access. Where prior written consent is obtained, county school boards may obtain information from the Central Abuse Registry regarding contractors, service providers and their employees for the purposes of this subsection. Where a contractor or service provider gives his or her prior written consent, the county school board also may share information provided by the Central Abuse Registry with other county school boards for the purposes of satisfying the requirements of this subsection. The requirements of this subsection shall not go into effect until the first day of July, two thousand seven.”

3.2.A.5. Software Licensing

- Agency expects the vendor to provide perpetual licensing for their solution, separate from any maintenance or support. Upon the expiration of this contract, the vendor is not allowed to uninstall or reduce the functionality of the purchased product.
- Throughout the contract term the successful vendor must maintain appropriate licensing for any third party technology. The selected bidder must provide access to all software and technology resources bid for Agency personnel throughout the contract term, at no additional cost.
- The selected bidder must keep the Agency informed of software upgrade plans.
- The bidder will own or license the necessary rights to the software, for licensing, modifications, upgrades and maintenance.

3.2.A.6. Solution Deployment

- The selected bidder will coordinate installation activities with SFA, school, and Agency personnel. This includes installation at the local school site, the county board office, and the Agency.
- The bidder must provide adequate personnel and have a process to coordinate installation activities capable of meeting project timelines and a manner of keeping appropriate Agency personnel informed of the project status.
- The bidder will maintain personnel and have a process for managing the installation of the solution. This process will include, but not necessarily be limited to, the following areas of coordination:
 - Coordination and management of the activities of project personnel
 - Coordination of installation schedules with the SA, SFA, and school
 - Notification to SFA contact and school designee prior to installation to confirm the installation schedule
 - Notification to SFA and school contacts immediately of any necessary schedule changes
 - Signing-in at school offices
 - Ensuring that all personnel wear identification badges showing company’s name and individual’s name
- Performing on-site installation must take place Monday through Friday during normal business hours, exclusive of holidays. The selected bidder must accommodate school requests for on-site installation during off-hours 3:00PM-11:00PM at no additional cost to the State.
- The bidder must develop, test, and produce a stable image for workstations that includes appropriate drivers, and provide current fixes for application software.
- The bidder must develop, test, and recommend a configuration for servers and network operating systems that will include applicable patches.

- The bidder must complete the following software installation activities:
 - Install and configure all software purchased.
 - Verify that all network and application software associated with the purchase are appropriately configured and operate in a stable manner.
- The bidder will document when installation of the system has been completed. The description must include, but not necessarily be limited to, the following areas of documentation:
 - Notification to SFA contact and school contact that software testing has been completed and any potential deficiencies addressed.
 - Completion of a System Operational Form (sample in Appendix A.1.), reporting any exceptions, and provide to the SFA and the Agency. This form must capture the same information that is on a receiving report. (see Appendix A.2.
- It is mandatory that the vendor must have installed a POS solution in at least one K-12 school district with a minimum of 50,000 actively enrolled students.

3.2.A.7. Coordinate Delivery of POS & F/R Application Software Training Services:

- The selected bidder will coordinate POS & F/R Application Software Training activities with SFA, school, and Agency personnel.
- The bidder must maintain personnel and have a process for developing, managing and scheduling POS & F/R Application Software Training. The bidder will complete live and online POS training courses which satisfy the requirements listed in Appendix B.1. and Appendix B.2.
- The bidder must respond to varying levels of demand for POS & F/R Application Software Training (e.g., August, county staff development days), outside school environment days, Saturdays, after school, across (shared with) other counties, etc.
- The selected bidder must finalize the POS & F/R Application Software Training schedule immediately upon receipt of a purchase order for that training.
- The bidder will ensure that appropriate training materials in adequate quantities are prepared for and available at all POS Software Training sessions.
- The selected bidder must equip POS & F/R Application Software Training personnel with data projectors, laptop computers, and other appropriate equipment.
- The bidder must produce a website, accessible by Agency, SFA, and school personnel, with information about POS Software Training. The bidder must make the information available electronically.
- Upon the conclusion of each POS Software Training, the selected bidder will provide information to the Agency about the session provided, attendees, location, number of days, etc. This may be done via a website.

3.2.A.8. Ensure a Timely and Successful Implementation:

Informational: It is expected that the implementation activities are cyclical. The installation activities typically peak during the months of August and September. The goal is to have all procured technology systems installed and operational as early as possible in the school year, but no later than the end of the first semester. Vendor will assure that all the installation components are to be effectively coordinated.

- The bidder must have a plan for ensuring that the project stays on schedule. Vendor will cover aspects of implementation, including the bidder's plan to handle peak demands for each. The bidder must have adequate capacity to acquire additional qualified resources, as necessary, during peak times. The bidder must understand the project size, scope, and the impact of the project upon their resources (specifically in relation to managing delays).

- The bidder will ensure a timely, successful, and coordinated implementation of all components on the Agency purchase order, to include the following:
 - Shipment, delivery, installation, and testing of all software components, and all other peripheral equipment
 - Preparation of systems to be coordinated with POS and F/R Application Module Training schedules.

3.2.A.9. Provide Cost-effective, Quality Technical Support Options:

- The bidder must provide options for technical support for the POS and F/R Application software procured from any contract resulting from this RFP. Identify all associated costs on the component cost sheets in the cost proposal.
- The bidder must propose support options that are available at no additional charge:
 - Toll-free access to a voicemail system for the project team
 - Email access to the project team
 - Toll-free access to a WV office number
- The bidder must propose a WV-specific help desk solution with toll free access for use by SFA and school personnel. Personnel staffing the help desk must be prepared to answer questions about POS and F/R Application Software. The vendor must include information about the help desk, including but not necessarily limited to the following:
 - Number of and qualifications of personnel staffing the help desk.
 - Plan for ensuring that help desk personnel are familiar with West Virginia project and any unique installations or configurations.
 - Plan to provide information about the help desk to county and school personnel.
 - Quantify average response time values which to be adhered to during the life of the contract.
 - Maintain a problem resolution system and escalation process for all unresolved support tickets.
 - The hours of operation for the various methods of support offered.
 - The manner in which service is to be dispatched.
 - How assistance is to be made available via the Internet.
- The bidder must have remotely access options for technical support.
- The technical support options must include:
 - Access for West Virginia food service directors, via email, to personnel assigned to the project. Telephone or email assistance will provide the first line of support for problem determination. Responses must be within a reasonable amount of time, based upon severity of problem identified, but no later than end of next business day
 - Access to a project-specific web site that provides technical and support information for users, links to manufacturers of products used in the project, and technical downloads
 - Searchable database of POS and F/R application module FAQs and topics.
- The Agency expects the vendor to price service levels equally for all counties and schools, regardless of their geographic location. For any item or service procured from the contract that has an associated cost, the selected bidder may bill only for the time spent at the school location and may not bill for travel time.
- The service center must provide higher staffing ratios during the "back to school" season. "Back to school" is defined as August 20 - September 20.
- State level support personnel must be able to elevate critical support cases to a supervisory support level.
- The bidder's customer service department must automatically notify open cases to the

supervisory support level after being open for more than 2 hours.

- The bidder's customer service department must have an online tracking system that is accessible via the internet by SA personnel.
- The bidder's call center must be available from 6:30A to 5P EST.
- The bidder must provide an online knowledge base and user group for self support.
- The bidder will provide regular software updates to address federal and state NSLP regulations.
- The bidder will provide regular software updates to maintain system security.
- The bidder's solution will allow for global updating of all line POS terminals on the WV K-12 Private network.
- The bidder's future software updates will be backwards compatible to existing input devices.

3.2.B. Point of Service (POS) Module

Specific tasks to be completed include the following:

3.2.B.1. Line Operation

- The solution must track meals, including, but not limited to breakfast, lunch, supper, a.m. supplement, and p.m. supplement. Additionally, it must track multiple meal classifications for each meal type, such as free, reduced, paid, program adults, non-program adults, and visitors.
- The solution must provide "fast item" sale mode where only one key is pressed.
- The solution will be able to handle cash, prepay and charge/school credit transactions.
- Based upon the customer identifier, the solution must dynamically price meals based upon reimbursable versus non-reimbursable classifications. Additionally, these classifications also need to be differentiated based upon other established criteria, including but not limited to: second student meals, adult meals and elementary versus middle/high school meals.
- The solution will display a student photo for student identification at the point of service.
- The solution must guard against overt identification of a student's Free and Reduced Application status.
- The solution will track a student's special dietary needs and have the capability to display student specific messages pertaining to their special dietary needs.
- The solution must be able to edit meals by a POS administrator at the school, SFA, and SA levels.
- The solution must capture second meal requests, and price the meal at a rate different from the student eligibility code.
- The solution must have a VOID function for entire meal service periods and associated cash receipt. Or a function that allows the SFA and the SA to change one meal type, to another meal type. Administrative rights to this feature are to be defined by county.
- The solution must record meal/food sales for visiting students/adults and include data in routine reports.
- The solution will create a student roster of student names and ID's with a corresponding bar code for use during field trips, power outages, non-networked or satellite cafeterias.
- The solution is to provide a hierarchy of controls based upon different user roles and rights specifically addressing security, logins, and levels of access (schools, SFA, and SA).

3.2.B.2. Claiming Functions

- The solution will create an accurate claim for reimbursement from the school/site and aggregate site level information at both the sponsor/county and state levels.
- The solution must support state reimbursement tables including: severe need breakfast, lunch bonus rates and other categories as may be defined in the future. Severe need breakfast gives a higher breakfast reimbursement rate for schools that qualify. Lunch bonus gives a high lunch reimbursement for SFAs that qualify.
- The solution must determine a SFA's lunch bonus and a school's severe need breakfast status. Severe need breakfast is earned by schools that served 40% or more lunches to needy children in the second preceding year. Lunch bonus is earned by SFAs that served 60% or more free and reduced priced lunches in the second preceding year.
- The solution must perform edit checks using business rules either already in use or as may be determined in the future on claims at the school and SFA levels.
- The solution must identify duplicate student records and allow the user to decide which record to keep.
- The solution must allow bulk entry meal counts by eligibility code on a daily and monthly basis. It must also support combining claims for RCCI sponsors with multiple sites/locations at both the site/school and SFA level. The system will maintain a journal of all meal count changes that includes date, time, user ID and value changed.
- The solution must allow export of a county/district level NSLP claim to a third party application for completion of the SA's payment process.

3.2.B.3. Reporting Functions

- The solution must provide various languages for letter printing, including, but not limited to English and Spanish.
- The solution will share student information with the Application module, such as full name, gender, grade, racial/ethnic, and meal charge status.
- The solution must generate student and or adult food service meal account reports at any time during the month at the school, SFA and SA levels. The report must allow the SFA the capability to determine the account balance and/or range of account balances according to their needs.
- The solution must generate a "no charge/cash sale only" report at the school, SFA and SA.
- The solution must generate a journal report on number of times cash drawer is opened and closed, the time of each occurrence and type of transaction.
- The solution must generate a list of students not participating in meal programs.
- The solution must generate a daily list of students scanned by date and time.
- The software will allow report generation using user defined fields/queries.
- The software will allow user defined filtering of reports.
- The software will create a Daily Summary report of meal sales by Free/Reduced/Paid/Program Adults/Adults and visitors.
- The POS must create a claim for reimbursement.
- The system must be able to create the following state level reports:
 - Severe need breakfast schools by district
 - Lunch Bonus Districts
 - State USDA Claim
 - Percent Needy by school and district.
- The solution must create a Child Nutrition Program monthly financial report at the SFA and SA levels.

- The solution will be able to dynamically create reports using all collected data at the school, SFA, and SA levels. If not the vendor will create custom reports identified in the first 90 days after the contract is awarded.
- The solution will generate a WV specific Annual Report at the school, SFA, and SA levels.
- The solution will generate a SA defined budget report at the school, SFA, and SA levels.

3.2.B.4. Billing Functions

- The solution must have an accurate, individual accounting of student meals and monies paid. The system must be accessible from the school, SFA and SA levels.
- The solution must carryover student account balances from year to year and from school to school with a searchable history available.
- The solution will support both centralized/school level and non-centralized/SFA level billing. This function must compile and print a monthly student billing that includes any past due balances.
- The solution must allow parents to make online payments via major credit card and electronic check. The online payment website must give parents the ability to view what the child has purchased and the current family and student balance.
- The solution must automatically promote/transfer students with prior year's eligibility for the first thirty days of the next school year.

3.2.B.5. Application Delivery

- The solution must have a web-based version for some National School Lunch sponsors that parallels and has all the same functions of the client installed version. It will create, at a minimum, accurate meal counts, monthly billing and reports.
- The solution must run in a NT/200X, XP, Vista and/or Windows 7 environment, both wireless and wired network with the ability to identify a lost network connection and run for extended periods of time (15 days or more) if network connectivity is lost.

3.2.B.6. Training Products and Manuals

- The vendor will provide a POS demonstration environment that can be installed and run on a standalone computer. It should have a sample database of customers and WV menus, which should illustrate various scenarios. Scenarios should include daily POS operation, making account adjustments, and accepting payments.
- The vendor must provide the following written training and instruction manuals:
 - POS Cashier Level Quick Reference Card
 - POS Manager Level Quick Reference Guide
 - POS Manager Level Manual
 - District Level System Management Manual
 - District Level Sample Reports Guide
- The vendor must provide onsite trainers for the length of the contract. The vendor is encouraged to quote an all inclusive daily rate.
- The vendor must provide an online training tool that integrates the POS operation with a web-based quiz and on-line monitoring of quiz results. The tool should provide a manager level report of staff that have successfully completed the web-based training.

3.2.C. Free and Reduced (F/R) Meal Application Module

Specific tasks to be completed include the following:

3.2.C.1. Application Approval Process

- The application module **must** interface with the West Virginia Student Information System (WVEIS). **WVEIS does not use XML.**
- The system must import and export student data to the POS module automatically on a near real-time basis.
- The application module must allow users to define import and export file formats and data fields.
- The application module must automatically assign benefit level based on weekly, monthly, bimonthly and yearly entered income data.
- The application module must have capability to enter partial application data and save until remainder of information is obtained.
- The application module must provide clear and straightforward rollover instructions for start of the new school term.
- The application module must differentiate between directly certified students, categorically eligible applications and income eligible applications.
- The application module must provide a hierarchy of controls based upon different user roles and rights specifically addressing security, logins, and levels of access.
- The application module must identify duplicate student ID's or names during entry of application to prevent multiple student applications.
- The application module must transfer student information from one application to another if student changes households.
- The application module will assign household ID numbers to all applications.
- The application module must be able to assign different free and reduced price meal benefits to students within same family application.
- The application module will identify preschool age children on applications to match with WVEIS student rosters. The purpose is to locate children eligible for benefits that have been enrolled in WVEIS but who have not started attending school.
- The application module will allow users to enter the school district calendar, establish grace period at beginning of school year and set the number of days for temporary applications.
- The vendor will provide written training and instruction manuals for the application module. The manual is expected to address at a minimum application approval, direct certification interface, and reporting functions.

3.2.C.2. Interface Functions

- The application module must have scanning functionality for the capture of free and reduced meal applications.
- The application module must import the WV Department of Health and Human Resources (WVDHHR) direct certification file and accurately match the data using the WVEIS student record.

3.2.C.3. Reporting Functions

- The application module will, at program launch, automatically notify users of exceptions such as the impending expiration of temporary status or incomplete applications.
- The application module must print benefit notification letters either on demand or in a batch process.
- The application module will allow for the modification of benefit notification letters to

meet SFA's specific needs.

- The application module must allow for the export of application and benefit issuance data by school for audit purposes.
- The application module must be able to dynamically create reports using all collected data at the school, SFA, and SA levels. If not the vendor will create custom reports identified in the first 90 days after the contract is awarded, such as, but not limited to a daily number of applications processed, incomplete applications, temporary applications, applications about to expire at the end of September, inactive applications, and number of applications by status type.
- The application module must identify children on applications by age to generate report of all pre-school age children in households receiving benefits.

3.2.C.4. Compliance Issues

- The application module must be compliant with current USDA regulations. Regulations currently in effect can be found at http://www.access.gpo.gov/nara/cfr/waisidx_08/7cfr245_08.html
- The application module must meet USDA requirements for the verification process, create SFA specific verification notification letters, create USDA required verification reports, and produce USDA specified verification file export. Regulations currently in effect can be found at: http://www.access.gpo.gov/nara/cfr/waisidx_08/7cfr245_08.html

3.2.C.5. Historical Data

- The application module must retain application history for up to 14 years or a shorter time period if allowed by the SFA.
- The application module must retain all application data including names of household members, names of students, student ID numbers, student's school name or ID, household address, telephone numbers, household income, previous verification information, and any comments or notes during rollover process.

3.2.D. Technology and Systems Integration

Specific tasks to be completed include the following:

3.2.D.1. Legacy System Integration

- The application module must import student demographic information from the West Virginia Student Information System (WVEIS).
- The student demographic information must always include the 9 digit student identifier number.
- The application must export student F/R meal status to the WVEIS using either a fixed length file or direct ODBC connection.
- Import/export jobs must run automatically (at scheduled frequencies) and on demand, as needed.
- The application will import child nutrition financial project code data from WVEIS such as: such as accounts payable, cash receipts, food expenses, labor expenses and other related journal entries.
- The application will export accounts receivable (student/adult billings and program reimbursements) entries to the WVEIS using either a fixed length file or direct ODBC connection.

3.2.D.2. Financial Integration

- The software will create a student invoice that contain the following:

- Detail student participation data
- Student Account Information
- Aging of charges (30 day, 60, days, & 90 days past due)
- Banking Optical Character Recognition (OCR) data
- The software must create family bills, statements and past due notices that allow multiple students and adults per household.
- The software must allow for the modification of student invoices to meet SFA's specific needs. This includes the ability to print on perforated invoice paper.
- The software must export student billing data to be used by a third party printing and mailing service.
- The software will allow the SFA to select content of the export file and insert any data required by the third party for the purpose of printing and mailing the invoice. Specifics vary by SFA and are to be determined after RFP award.
- The software will import student payment data from third party lock box provider. Specifics vary by SFA and are to be determined after RFP award.
- The POS software will post all student account transactions to WVEIS General Ledger, such as:
 - Daily Sales
 - Student Billings - (Debit Acct Receivables and Credit Revenue)
 - Student Account Adjustments - (Make appropriate offsetting entries)
 - Payments
- The POS software will have the capability to properly age the accounts receivable.
- The software will import program expense and revenue data from WVEIS to generate financial reports, such as:
 - Profit and Loss Report
 - Quarterly/Monthly Financial Statement
 - Per meal costs
 - Annual Report
 - Capital Equipment Values
- The software will dynamically analyze performance measures and compare them to the SFA benchmark data (budget model), such as revenues, expenses, accounts receivables, cost per meal, etc.

3.2.D.3. Hardware/Software Compatibility

- The solution must run SQL Server as its database.
- All necessary hardware must be commercially available.
- The solution should run on Microsoft Windows Server 2005/x.
- The solution will allow public K-12 school level, district level and state level access from one centrally located server bank.
- The solution must allow for secure Web-based access from outside the world school network.
- The Line POS solution must run on a Pentium 4 (or like speed processor) running MS Windows XP SP3.
- The POS solution must support Windows-based handheld devices.
- The POS Solution will support non-proprietary biometric/keypad, optical scanners and/or input devices.
- The vendor must describe how the resource has been designed to be bandwidth efficient.
- The bidder must describe the technology standards upon which the resource is based.
- Any online component of the resource must be browser-independent and must be able

to be accessed via Microsoft Internet Explorer and via Mozilla Firefox. The bidder must identify the minimum browser level requirements.

- The vendor's proposed Internet component must be compatible with the K-12 Network, Agency Network and WVEIS as described in sections 2.3 through 2.5.
- The bidder must describe the minimum and recommended workstation system requirements.
- The bidder will identify any prerequisite software and/or hardware for successful operation of the proposed solution.
- The Application must be scalable to support: 300,000 students/800 Schools/2,500 current users/500,000 transactions per day.
- The vendor will provide hardware and/or systems architecture specifications for a centrally located server(s) capable of running their POS and F/R application solution.

3.3 Special Terms and Conditions:

3.3.1 *Bid and Performance Bonds*: Not required for this project.

3.3.2 ~~*Insurance Requirements*~~: The successful bidder will have and maintain \$2 million general liability insurance. Insurance certificates are required prior to award but are not required at the time of the bid.

3.3.3 License Requirements:

The successful bidder must, during the life of the contract, maintain adequate worker's compensation coverage for its employees. Insurance certificates are required prior to award but are not required at the time of the bid.

3.3.4 *Litigation Bond*: Not Applicable.

PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 Vendor's Proposal Format:

Bidders not responding to each of the **four** components (4.2.A. through 4.2.D.) **and failing to provide a product demonstration** outlined in 3.1 will be disqualified.

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, and be both dated and signed.

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

Section I - Vendor/Systems Integrator Component

Provide the vendor's proposal and/or response to various requirements listed in section 3.2.A. in the format defined by section 4.2.A.

Section II - Point of Service (POS) Module

Provide the vendor's proposal and/or response to various requirements listed in section 3.2.B. in the format defined by section 4.2.B.

Section III - Free and Reduced (F/R) Meal Application Module

Provide the vendor's proposal and/or response to various requirements listed in section 3.2.C. in the format defined by section 4.2.C.

Section IV - Technology and Systems Integration

Provide the vendor's proposal and/or response to various requirements listed in section 3.2.D. in the format defined by section 4.2.D.

Section V - Cost

If there are costs associated with any specification, the bidder **must** incorporate them into the **cost proposal only** and **NOT** in the written technical proposal. Inclusion of cost information in the written technical proposal may result in disqualification of the bidder's proposal from further consideration.

In addition, the attached **Affidavit of Non-Collusion** and the **Certification Regarding Debarment** (see Appendices C and D) **shall** be properly completed and returned prior to award. If a bidder has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the bidder **shall** disclose that information in its proposal. Failure to do so shall result in (rejection of the proposal) the immediate voiding of any resulting contract. Vendors should submit these affidavits with the proposal.

4.2 Evaluation Process:

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 (see section 4.1) and attains the highest point score of all vendors shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

Responses may include descriptions, narratives, flowcharts with explanations, etc. Simple one word responses will not be considered sufficient.

4.2.A. Vendor/Systems Integrator Component

The vendor should provide responses to address each bulleted item in section 3.2.A.1 through 3.2.A.9. The structure of the vendor's response shall be open, as long as each item is addressed in detail by the vendor.

4.2.A.1. Vendor to be the single point of contact for the project—The vendor should describe how they will act as the prime vendor and assume all responsibility for the execution of this project. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.1.

4.2.A.2. Establish a Project Office, Implement a Project Management Plan, and Assign a Project Team—The vendor should describe various aspects relating to the project management, the establishment of a project office, staffing, and the manners of communication with the Agency regarding the progress of the project. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.2.

4.2.A.3. Providing Assistance in Developing County and School Implementation Plans—The vendor should describe the role they will fulfill in developing and implementing plans with each county to ensure the infrastructure exists to complete the project. The vendor's response

should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.3.

4.2.A.4. Assign and maintain a Knowledgeable, Qualified Staff—The vendor should describe their project staff's qualifications, and how they will comply with laws regarding school site personnel. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.4.

4.2.A.5. Software Licensing—The vendor should describe how they will ensure compliance with applicable licensing requirements. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.5.

4.2.A.6. Solution Deployment—The vendor should describe how they will coordinate installation activities, meet timelines, manage staffing, and assure a stable installation of project components. Vendor's should provide proof of the successful installation of a POS and/or F/R software solution in accordance with 3.2.A.6. The bidder should provide a minimum of three client references which should include the following: reference name, name and address of organization, reference contact's telephone number and e-mail address, description of project in which the vendor worked with the reference, and similarity of project to WV project. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.6.

4.2.A.7. Coordinate Delivery of POS & F/R Application Training Services—The vendor should describe how they will provide various training services during the contract. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.7.

4.2.A.8. Ensure a Timely and Successful Implementation—The vendor should describe processes, staffing, resources, etc. that will assure the project does not fall behind schedule. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.8.

4.2.A.9. Provide Cost-effective, Quality Technical Support Options—The vendor should describe both their ability to provide technical support and the various types of support which will assist in the implementation of this project. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.A.9.

4.2.B. Point of Service (POS) Module

The vendor should provide responses to address each bulleted item in section 3.2.B.1 through 3.2.B.5. The structure of the vendor's response shall be open, as long as each item is addressed in detail by the vendor. For each feature, the vendor must first classify (in parentheses, preceding their response) one of the three following categories: operational (the feature/capability is currently functioning in a product available on the market); modifiable (a process which can be retooled from an existing similar process with little or no expense or time); or developmental (feature not currently available which would need to be built "from the ground up").

4.2.B.1. Line Operation—The vendor should describe how their proposed solution will be operated on a daily basis. In this section the vendor should address the various tasks and describe the vendor's proposed manner of pricing and tracking meals, capturing transactional data, and both opening and closing processes. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.B.1.

4.2.B.2. Claiming—In this section the vendor should address the various tasks and describe the vendor's proposed manner of recording, consolidating and transferring transactional data in the system from the point of collection and then aggregating the information to the various levels of hierarchy from the site to the SA. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.B.2.

4.2.B.3. Reporting Functions—The vendor's response(s) should address the various tasks and describe the vendor's proposed reporting functions. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.B.3.

4.2.B.4. Billing Functions—In this section the vendor should address the various tasks and describe the vendor's proposed manner of tracking student billing transactions and payment systems. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.B.4.

4.2.B.5. Application Delivery Method—The vendor should address the various tasks and describe the system architecture within the Agency's wide area network and that of other National School Lunch sponsors (typically accessing via the internet). Specifically, the vendor should describe how POS data will electronically flow from the various sites to the SA. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.B.5.

4.2.B.6. Training Products and Manuals—The vendor's response(s) should address the various tasks and describe the vendor's proposed training tools. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.B.6.

4.2.C. Free and Reduced (F/R) Meal Application Module

The vendor should provide responses to address each bulleted item in section 3.2.C.1 through 3.2.C.5. The structure of the vendor's response can be open, as long as each item is addressed in detail by the vendor. For each feature, the vendor should first classify (in parentheses, preceding their response) one of the three following categories: operational (the feature/capability is currently functioning in a product available on the market); modifiable (a process which can be retooled from an existing similar process with little or no expense or time); or developmental (feature not currently available which would need to be built "from the ground up").

4.2.C.1. Application Approval Process—The vendor should describe how their proposed solution will process and approve Free and Reduced applications. In this section the vendor should address the various tasks and describe the vendor's proposed manner of interfacing between WVEIS and the POS system components (described in section 3.2.B.), assigning

various benefit levels, creating family application files, and completing 'back to school' processes. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.C.1.

4.2.C.2. Interface Functions—In this section the vendor should address the various tasks and describe the vendor's proposed manner of electronically capturing application data and importing WVDHHR's direct certification file and accurately matching the data using the WVEIS student record. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.C.2.

4.2.C.3. Reporting Functions—The vendor's response(s) should address the various tasks and describe the vendor's proposed reporting functions. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.C.3.

4.2.C.4. Compliance Issues—In this section, the vendor should address the various tasks and describe the vendor's proposed manner of complying with all USDA rules, regulations, and guidance documents. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.C.4.

4.2.C.5. Historical Data— The vendor should address the various tasks and describe the process for capturing, storing and displaying application data. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.C.5.

4.2.D. Technology and Systems Integration

The vendor should provide responses to address each bulleted item in section 3.2.D.1 through 3.2.D.3. The structure of the vendor's response can be open, as long as each item is addressed in detail by the vendor. For each feature, the vendor should first classify (in parentheses, preceding their response) one of the three following categories: operational (the feature/capability is currently functioning in a product available on the market); modifiable (a process which can be retooled from an existing similar process with little or no expense or time); or developmental (feature not currently available which would need to be built "from the ground up").

In this section the vendor should address the vendor's proposed manner and how it must integrate with the various legacy systems currently in place at the Agency. Vendor may wish to review the information at parts 2.3 through 2.5 above. The vendor's response should include how its solution will address: hardware compatibility, software compatibility and financial integration.

4.2.D.1. Legacy System Integration— In this section the vendor should address the vendor's proposed solution and how it will integrate with the various legacy systems currently in place at the Agency. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.D.1.

4.2.D.2. Financial Integration— In this section the vendor should address the vendor's proposed solution and how it will integrate with the existing SFA financial systems. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.D.2.

4.2.D.3. Hardware/Software Compatibility— In this section the vendor should address the vendor's proposed solution and how it will integrate with existing county hardware and software. The vendor's response should provide detailed steps, procedures and/or processes about how their proposed solution will meet the needs of the Agency in relation to each item listed in 3.2.D.3.

4.3 **Evaluation Criteria:** The following are the evaluation factors and maximum points possible for technical point scores:

Component	Total Points Possible
Vendor/Systems Integrator Component (3.2.A.)	20
Point of Service Module (3.2.B.)	15
Free and Reduced Meal Application Module (3.2.C.)	10
Technology and Systems Integration (3.2.D.)	15
Demonstration (3.1.)	10
Subtotals	70
Cost	30
Total	100

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

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

4.4. **Minimum Acceptable Score:**

Vendors must score a minimum of 70% of the total technical points possible. The technical points are listed above in Section 4.3. The minimum qualifying score on the technical portion is 49 points. 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 vendor with the lowest price. 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.

4.5. Cost Proposal Format/Bid Sheets

Vendors are expected to utilize the cost sheet on the following page when responding to this RFP.

National School Lunch Program POS Software Program
West Virginia Department of Education
Office of Child Nutrition
 Request for Proposal (EDD314520)
 Bid Sheet

Vendor Name _____
 Vendor Contact Information: Name _____
 Phone _____
 E-mail _____

Point of Service Module *
 One time site license fee per school \$ _____ x 800 schools = \$ _____

Free and Reduced Application Module *
 One time site license fee per SFA \$ _____ x 100 school food authorities = \$ _____

Maintenance and Support * , **
 Monthly cost (POS) per school \$ _____ x 12 months x 800 schools = \$ _____
 Monthly cost (SFA) per authority \$ _____ x 12 months x 800 schools = \$ _____

TOTAL = \$ _____

Other Option Pricing *** Vendors should use pricing pages in Appendix E

- Specific on-site training, quoted in half day increments and inclusive of vendor's travel expenses.
- Vendor is encouraged to list item such as peripheral devices and POS terminals, commonly associated with their product solution

* Vendors must realize that quantities, when provided, are estimates and will be used in the evaluation of the RFP. However, it is the intent of the RFP that this contract be awarded as an open-ended contract. The actual quantities needed is anticipated to fluctuate and unknown at this time. The vendor's rate will be established as a result of this award, but the quantity of items needed will be considered open-ended, to be authorized in advance by the Agency.

** Payment for maintenance and support may only be billed in arrears. (See 1.19.14)

*** Vendors are encouraged to list other pricing which could be utilized with their software solution. There is no limit to the number of items which can be listed; however, the pricing must remain firm during the life of the contract, including extensions, and these prices will not be used in the evaluation of this RFP.

APPENDICES

Appendix A.1. - Sample System Operational Form

System Operational Date:

School:

County:

Purchase Order:

In accordance with the terms of Contract with the West Virginia Department of Education, _____ (vendor) has successfully installed all Point of Service software procured for this school from the purchase order referenced above. The system is in place as ordered and is capable of running the programs procured from _____ (vendor).

Vendor

Date

County System Acceptance Responsibilities:

- The County/School is satisfied with the installation at this point and agrees that the system is operational and ready for system acceptance testing.
- The System Acceptance Period, a period of 30 calendar days, shall begin on the System Operational Date established above. If problems are encountered during this period, the County Contact agrees to report the problem to _____ (vendor) immediately at _____ (vendor's telephone number).
- If the software operate at the manufacturer's published specifications for a period of 30 calendar days and meet all the features specified in the RFP response, the system shall be deemed to have met the State's standard of performance. At that time, _____ (vendor) will send a System Acceptance Form to the County Contact, who will promptly sign the form.

County Contact or Designee

Date

Appendix A.2. - Sample Report of Commodities Received

For a link to the form, access the following via the internet:
<http://wvde.state.wv.us/internaloperations/forms/receiving.xls>

WEST VIRGINIA DEPARTMENT OF EDUCATION			
REPORT OF COMMODITIES RECEIVED			
ORGANIZATION CODE 0402			
			rev 09/2002
Vendor Name:			
Date Goods Received:			
		Purchase order number:	
Date Report Prepared:			
Note: This form not required for services	STATUS OF ITEM:		
	Item backordered or to be received later.		
	Write quantities in respective column		Notes
	Item received on previous order.		or any other explanation
Item cancelled from order.			
Item received.			
Quantity	Description		
Additional space for any explanation(s), please reference to specific line(s) above:			
I hereby certify the above commodities: have been received and inspected, and that they conform to the specifications of items ordered. The items marked as received above are deemed acceptable for payment. Furthermore, I have been designated and am authorized as the individual responsible for completing receiving reports on behalf of this Agency.			
Printed name of Authorized Receiver		User ID	

Appendix B.1. - Point of Service Software Training Course Template *(Written Technical Proposal)*

The bidder **should** complete the template provided below for each course proposed and describe its content.

Name of course	
Description of course	
Recommended number of hours	
Minimum/maximum class size	
Describe the hands-on activities included in this class	
Attach recommended agenda	

Appendix B.2. - Online Point of Service Software Training Course Template

(Written Technical Proposal)

The bidder **should** complete the template provided below for a representative sample of online professional development courses proposed.

Name of course	
Course content	
Does the course include an online mentor?	
Discuss the length of time necessary to complete this course	
Is the course synchronous or asynchronous?	
Discuss the technology requirements	
Licensing specifications and options (e.g. statewide, site or workstation license)	
Discuss recommended system requirements at the workstation	
Discuss any prerequisite software and/or hardware and browsers supported	
Discuss the administrative and reporting tools available	
Attach agenda	

Appendix C - Affidavit of Non-Collusion
(Written Technical Proposal)

WEST VIRGINIA DEPARTMENT OF EDUCATION

U.S. DEPARTMENT OF AGRICULTURE
NON-COLLUSION AFFIDAVIT

State of _____ Contract/Bid No. _____

s.s.

County of _____

I state that:

I am _____ of _____
Title Name of Firm (Vendor)

and that I am authorized to make this affidavit on behalf of the firm and its owners, directors, and officers. I am the firm's representative responsible for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) The above named firm (vendor), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract except as follows:

I state that the firm (vendor) mentioned above understands and acknowledges that the above representations are material and important, and will be relied on by _____

Name of Child Nutrition Sponsor

In awarding the contract(s) for which this bid is submitted. I understand and the firm (vendor) understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Child Nutrition Sponsor of the true facts relating to the submission of bids for this contract.

Title Name of Firm's (Vendor's) Representative

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

**Appendix D - Certification Regarding Debarment
(Written Technical Proposal)**

**WEST VIRGINIA DEPARTMENT OF EDUCATION
U.S. DEPARTMENT OF AGRICULTURE**

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CRF Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989; *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Firm (Vendor)

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

C/F/018

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form, that it will include this clause titled "Certification Regarding Department, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Appendix E. – Optional Cost Sheets

This form is intended for use by the bidder to organize optional costs beyond the base specifications of this RFP. These costs will not be considered in the evaluation of the RFP.

Component/Item	Description	Quantity	Unit Cost	Extended Cost
Application Software Offerings	e.g. "Back of the house software", inventory, etc.			

Trainings	Description	Quantity	Unit Cost	Extended Cost

Optional Hardware	Description	Quantity	Unit Cost	Extended Cost

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of West Virginia **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). **West Virginia Code**, §5A-3-37, 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**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor 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 headquarters 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**,
 Bidder is a 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; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 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 Bidder's 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; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: _____ Signed: _____

Date: _____ Title: _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*