



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
HSE000101

PAGE
1

ADDRESS-CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HOMELAND SECURITY & EMERGENCY
 MANAGEMENT, DIVISION OF
 BUILDING 1, ROOM EB80
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/12/2010				

BID OPENING DATE: **02/23/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		961-20		
<p>MODELLING & SIMULATION CAPABILITY</p> <p>REQUEST FOR PROPOSAL (RFP)</p> <p>CONTRACT TO PROVIDE MODELLING AND SIMULATION CAPABILITY FOR CONSEQUENCE MANAGEMENT SERVICES FOR THE WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY, HOMELAND SECURITY DIVISION, PER THE ATTACHED REQUEST FOR PORPOSAL (RFP).</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 2/03/10; 10:30 AM - LOCATION LISTED IN THE ATTACHED DOCUMENTATION. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT (32)-----</p> <p>RFQ. NO.: HSE000101-----</p> <p>BID OPENING DATE: 2/23/2010-----</p> <p>BID OPENING TIME: 1:30 PM-----</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 HSE000101 ***** TOTAL: _____						

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REQUEST FOR PROPOSAL

West Virginia Department of Military Affairs and Public Safety

Request for Proposal #: HSE000101

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 Military Affairs and Public Safety (WV DMAPS), hereinafter referred to as "Agency", to provide a Modeling and Simulation (M&S) capability for consequence management. This solicitation serves as notice, pursuant to West Virginia Code §5A-3-10b, of the commodity 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 provide a prototype M&S consequence management capability to the Regional Catastrophic Preparedness Grant Program (RCPGP) stakeholder partners of West Virginia, Pennsylvania, Delaware, Maryland, District of Columbia, and Virginia with the West Virginia Department of Military Affairs and Public Safety as the Project Lead. Consequence Management takes into account current policy, plans, and procedures and calculates the results of simulation decision inputs and the effects of those decisions on the identified resources. The prototype M&S capability will provide the functionality to allow decision makers to plan and run simulations in preparation for a large-scale catastrophic event taking place in the National Capital Region (NCR). The M&S system will comprise three components; a data, consequence management, and presentation layer, and will attempt to maximize the previous investments by The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and the States.

The winning vendor will deliver a software solution that will, at a minimum, satisfy the mandatory requirements outlined in this RFP. This software solution will reside on servers owned by the State of West Virginia and will be accessed through a web-based log in system. To complete this effort, the winning vendor will be required to develop a consequence management application, including interdependency algorithms that will allow users to input assumptions and see the results of their decisions on roadways and select resources. This application will be integrated with a data layer and a presentation layer, as defined in the requirements below, utilizing previous investments by DHS, FEMA, and the States whenever possible. The intent is to provide an emergency management function to include measures to protect public health and safety, restore essential government services, and provide emergency relief to governments, businesses, and individuals. This project represents a test case for a minimum of four West Virginia counties that would be directly affected by a mass ingress of evacuees resulting from a large-scale catastrophic event in the NCR. In order to perform consequence management, the M&S capability will incorporate a minimum of four

localized resources. Timeframe and funding availability will affect integration activities to other state resources contained in various incident management systems. The objective of the program is to feed the M&S capability with real-time data feeds from each resource. If real-time data feeds are not available for a particular resource, actual static data will be used. If real-time or actual static data is not available, the State and winning vendor will work together to determine the appropriate assumptions to be simulated.

The prototype M&S capability must be extensible, beyond the initial four counties and four resources; so that additional counties, regions, and resources can be added throughout the life-cycle of the capability.

Following the completion of this proof of concept prototype, the plan is to expand the capability to a regional level for all of West Virginia and the other states including Pennsylvania, Maryland, District of Columbia, Virginia, and Delaware. The prototype delivered from this project will serve as the baseline for future efforts.

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:

John Abbott, Senior Buyer
john.h.abbott@wv.gov – preferred method
 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 word "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 1 convenience copy along with a CD containing the information 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:	John Abbott
Req#:	HSE000101
Opening Date:	2/23/2010
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.....	1/13/2010
Mandatory Pre-bid Conference.....	2/03/2010; 10:30 AM
Vendor's Written Questions Submission Deadline.	2/08/2010
Bid Opening Date.....	2/23/2010
Oral Presentations.....	Estimate 3/05/2010-4/05/2010

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at The West Virginia State Capital Building. Said conference will be held at:

1900 Kanawha BLVD East
 Building 1, Suite W-400
 State Capital Complex
 Charleston, West Virginia 25305

All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

1.18 Purchasing Affidavit:

West Virginia Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 General Terms and Conditions:

By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

1.19.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

1.19.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

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

1.19.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

1.19.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes whatsoever.

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

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

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

1.19.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

1.19.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

1.19.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

1.19.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

1.19.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

1.19.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new

contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

1.19.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

1.19.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

1.19.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an

impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

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

1.19.14 Invoices, Progress Payments, & Retainage:

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

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 to this RFP

1.19.16 Record Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

PART 2 OPERATING ENVIRONMENT

2.1 Location:

Agency is located at:
1900 Kanawha Blvd East
Building 1, Suite W-400
State Capital Complex
Charleston, West Virginia 25305

The work performed by the successful Vendor in support of this contract is expected to be completed at their facilities. The Vendor may be required to travel to Charleston and/or Fairmont, West Virginia for update meetings such as Preliminary Design Reviews, Critical Design Reviews, Technology Demonstrations, and other status updates as required.

2.2 Background:

The RCPGP initiative is provided in response to the direction by the United States Congress to develop "all-hazard regional catastrophic event plans and preparedness" for Urban Areas Security Initiative areas and participating governments. The goal of this program is to allow jurisdictions to determine how to improve their security and resilience through a process best described as "Fix, Build, and Resource" – that is, fix shortcomings in existing plans; build regional planning processes and planning communities; and, link operational needs identified in plans to resource allocation, including homeland security grant programs.

West Virginia along with Delaware, The District of Columbia, Maryland, Pennsylvania, and Virginia prepared a competitive proposal for three projects in response to the RCPGP. The first two (2) are analyses of resource management looking at physical resources available in times of an emergency evacuation and regional partnerships that could provide personnel resources in times of crisis. The third, which is the focus of this program, provides the research for the integration of current tools to allow federal, regional, state, tribal and local evacuation managers to model resource capabilities within their jurisdiction or discipline. The project includes a review of current technologies and the standards that govern modeling integration, related to training and exercise outcomes, and supports regional planning for critical resource and personnel needs. It focuses on evacuation related planning and resource requirements (e.g. evacuee movement, traffic flow, resource allocation), as well as mass ingress and reception. The end goal provides the framework for the capability integration required to enable decision makers to:

- Evaluate planning assumptions and models
- Identify gaps in planning
- Support planner's mitigation efforts
- Enable informed analyses of process and investment alternatives
- Facilitate implementation of improvements

To support the development effort, the agency will provide the successful Vendor with:

- Sample code for the integration of the individual components of the M&S capability
- Source code for the Virginia Interoperability Picture for Emergency Response (VIPER) that could serve as the presentation and/or data layer components
- Contact information to obtain Unified Incident Command and Decision Support (UICDS) software development kit (SDK). The data layer for the M&S Capability shall be UICDS compliant

- Census data or assumptions to be used if census data is not available
- Previous data collected and assembled for the Catastrophic Evacuation (CATEVAC) M&S demonstration tool to include source code
- Access to required information regarding the selected resources or assumptions to be used if that data is not available
- Detailed specifications for the State of West Virginia's servers

The State of West Virginia has acquired a statewide contract from ESRI (Environmental System Research Institute), providing software and licenses, support and maintenance services. This contract must be used by all state agencies. The statewide contract number is MA05WS20, and the Master Purchase Agreement Contract number is 2000MPA2666. All quotes for ESRI software will be at the prices listed in this agreement contract whether the quote comes from an authorized reseller or directly from ESRI. The reseller must provide a letter from ESRI stating that all software purchased will be granted maintenance under the Master Purchase Agreement.

Contact information for the statewide ESRI contract may be obtained by contacting the Buyer listed under Section 1.4 of this RFP.

The successful vendor will take direction from WV DMAPS as well as their Lead Project Planner for this project. Scheduling, deliverable submission, questions, and general communications will be directed to the Lead Project Planner.

2.3 **Description of the Office of Technology (OT) server infrastructure:**

The solution delivered by the winning vendor will reside on the States existing server infrastructure. The OT will provide a more detailed description of the existing server infrastructure to the winning vendor following award.

- All Intel sever hardware must be rack mounted Hewlett-Packard
- Storage for databases shall be fibre attached EMC SAN on existing hardware
- If possible databases should be SQL Server instances residing on an existing consolidated Clustered SQL Server
- Any public internet facing part of this application (such as a web site available from the public internet) must reside on a server separate from the data base and application servers and shall reside in a DMZ
- All servers will reside in Building 6, located at the State Capitol Complex
- Backups shall be via the standard OT backup product. This is currently Tivoli TSM, but we are in the procurement process to acquire EMC Avamar. Server OS's should be Windows Server 2008 R2, if possible, and Windows Server 2003 at a minimum
- VMWare exists in our infrastructure and shall be used if appropriate

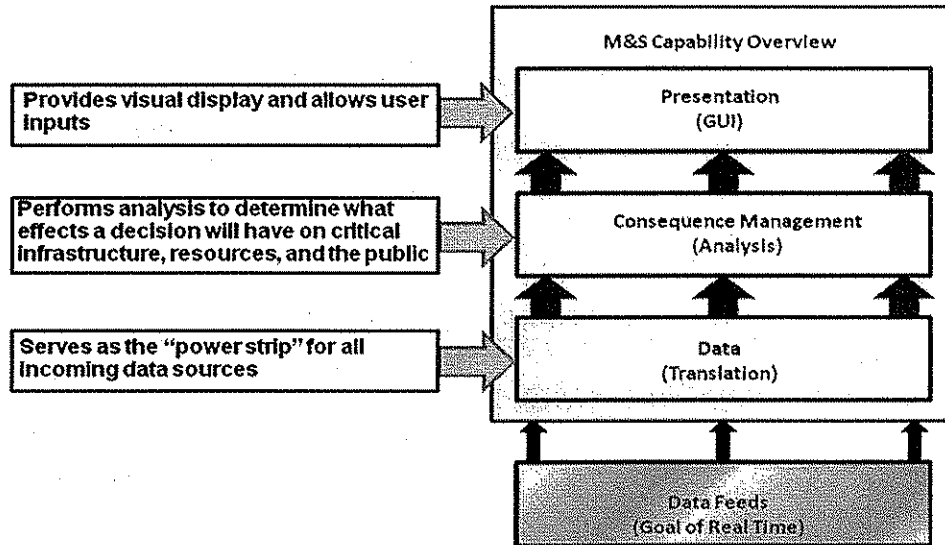
PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

When responding to the requirements defined in sections 3.1 and 3.2, the Vendor must detail how they intend to meet requirements. Simply restating the RFP language is not sufficient to explain vendor approach.

The objective of the program is to feed the M&S capability with real-time data feeds from each resource. If real-time data feeds are not available for a particular resource, actual static data will be used. If real-time or actual static data is not available, the State and winning vendor will work together to determine the appropriate assumptions to be simulated to satisfy the requirements of this RFP.

3.1 Scope of Work:

1. The M&S capability shall simulate the impacts of road closures on surrounding infrastructure and the following resources.
2. The M&S capability shall be comprised of three main components:
 - Presentation Layer
 - Shall provide a visual display for the end user to see the results of simulations
 - Shall provide the functionality to add and remove the layers defined in section 3.2 of this RFP
 - Shall provide the user the ability to enter event parameters such as time of day, weather conditions, estimation on percentage of evacuees traveling to their home or a home of friends and/or family, and type of event overriding real-time data feeds
 - Shall provide start, stop, and reset capabilities for simulations
 - Shall provide playback functionality for previous simulations
 - Consequence Management Layer
 - Shall perform analysis of the selected event taking into account event parameters and data inputs
 - Shall take into account the interdependencies of resources
 - Shall take into account current policy, plans, and procedures
 - Shall provide effects of simulation inputs on roadways and resources
 - Shall provide effects of simulated road closures on surrounding roadways and resources
 - Shall pass results to the presentation layer to be displayed
 - Data Layer
 - Shall receive OGC conformant data
 - Shall pass data to the consequence management layer for analysis
 - Shall be UICDS compliant



3. The M&S capability shall ingest real-time data when available. Should real-time data not be available for one (1) of the required resources, the Vendor must simulate incoming real-time data based on assumptions supplied by the agency.
4. The M&S capability shall focus on a minimum of four (4) West Virginia Counties, but shall be extensible. The M&S capability should service the entire state of West Virginia. The initial mandatory counties shall be:
 - Jefferson
 - Berkley
 - Morgan
 - Hampshire
5. The M&S capability shall focus on the effect that a mass ingress of people and vehicles shall have on a minimum of four (4) dynamic resources, and provide algorithms to calculate the interdependencies of each. The delivered tool must be extensible to add additional resources. The four (4) mandatory resources are fuel, water, first aid locations and shelter beds:
 - Fuel (Required)
 - Privately Owned Fuel Locations
 - Shall provide highway exit numbers
 - Shall provide total gallons gasoline
 - Shall provide total gallons diesel
 - Shall provide total gallons kerosene
 - Should provide real-time consumption rates
 - Should provide gallons of gasoline by grade
 - Should provide anticipated delivery schedule for all fuel types
 - Should provide address
 - Should provide phone number
 - Should provide geo-location

- Should provide number of pumps
 - Should provide other services information (i.e. food, beverages, restrooms, showers, vehicle repair)
 - Should provide distance from highway
 - Should provide location of mobile fueling sources such as tankers
 - Should provide hours of operation
 - State/County/Local Owned Fuel Locations
 - Shall provide highway exit numbers
 - Shall provide total gallons gasoline
 - Shall provide total gallons diesel
 - Shall provide total gallons kerosene
 - Should provide real-time consumption rates
 - Should provide gallons of gasoline by grade
 - Should provide anticipated delivery schedule for all fuel types
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide number of pumps
 - Should provide other services information (i.e. food, beverages, restrooms, showers, vehicle repair)
 - Should provide distance from highway
 - Should provide location of mobile fueling sources such as tankers
 - Should provide hours of operation
 - State Fuel Reserves
 - Shall provide highway exit numbers
 - Shall provide total gallons gasoline
 - Shall provide total gallons diesel
 - Shall provide total gallons kerosene
 - Shall provide total gallons gasoline
 - Shall provide total gallons diesel
 - Shall provide total gallons kerosene
 - Should provide gallons of gasoline by grade
 - Should provide anticipated delivery schedule for all fuel types
- Water (Required)
 - Potable water locations
 - Shall provide location description (i.e. convenience store, rest stop, temporary setup)
 - Shall provide quantity in gallons
 - Shall provide purification capabilities
 - Should provide dynamic store inventories
 - Should provide purification site locations
 - Should provide tracking capability of portable purification equipment

- First Aid Locations (Required)
 - Hospitals
 - Shall provide highway exit numbers
 - Shall provide capabilities (i.e. emergency room, pediatrics, trauma, helicopter)
 - Shall provide total beds versus available beds
 - Should be provided by unit/ward
 - Should provide real-time staffing numbers
 - Should provide reserve staff availability
 - Should provide staffing numbers by title (i.e. Doctors, Nurses...)
 - Should provide staffing numbers by department (i.e. emergency room, Intensive Care...)
 - Should provide real-time blood supply
 - Should provide breakdown by blood type
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
 - Nursing Homes
 - Shall provide highway exit numbers
 - Shall provide capabilities (i.e. onsite healthcare facilities)
 - Shall provide total beds versus available beds
 - Should provide real-time staffing numbers
 - Should provide reserve staff availability
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
 - Urgent Care
 - Shall provide highway exit numbers
 - Shall provide capabilities (i.e. x-ray)
 - Shall provide total beds versus available beds
 - Should provide real-time staffing numbers
 - Should provide reserve staff availability
 - Should provide real-time blood supply
 - Should provide breakdown by blood type
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
 - Other first aid locations
 - Shall provide highway exit numbers
 - Shall provide capabilities
 - Shall provide total beds versus available beds
 - Should provide real-time staffing numbers

- Should provide reserve staff availability
 - Shall provide real-time blood supply
 - Should provide breakdown by blood type
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
- Shelter Availability (Required)
 - Hotels/Motel
 - Shall provide total beds versus available beds
 - Shall provide number of showers
 - Should provide gallons of hot water
 - Shall provide number of restrooms
 - Shall provide first aid capability
 - Shall provide square footage
 - Shall provide parking availability for cars
 - Should provide availability of resources for special needs patients such as larger beds
 - Should provide parking availability for recreational vehicles and larger
 - Should provide information on ability to handle pets
 - Private Shelters
 - Shall provide total beds versus available beds
 - Shall provide number of showers
 - Should provide gallons of hot water
 - Shall provide number of restrooms
 - Shall provide first aid capability
 - Shall provide square footage
 - Shall provide parking availability for cars
 - Should provide availability of resources for special needs patients such as larger beds
 - Should provide parking availability for recreational vehicles and larger
 - Should provide information on ability to handle pets
 - State/County/Local Shelters
 - Shall provide total beds versus available beds
 - Shall provide number of showers
 - Should provide gallons of hot water
 - Shall provide number of restrooms
 - Shall provide first aid capability
 - Shall provide square footage
 - Shall provide parking availability for cars
 - Should provide availability of resources for special needs patients such as larger beds

- Should provide parking availability for recreational vehicles and larger
 - Should provide information on ability to handle pets
 - Camp Sites
 - Shall provide total capacity versus available capacity
 - Shall provide number of showers
 - Should provide gallons of hot water
 - Shall provide number of restrooms
 - Shall provide first aid capability
 - Shall provide acreage
 - Shall provide parking availability for cars
 - Should provide availability of resources for special needs patients, such as larger beds
 - Should provide parking availability for recreational vehicles and larger
 - Should provide information on ability to handle pets
- Non-Fueling Grocery/Convenience Stores (Optional)
 - Should provide highway exit numbers
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide available services information (i.e. food, beverages, restrooms, showers, vehicle repair)
 - Should provide distance from highway
 - Should provide hours of operation
 - Should provide parking availability for recreational vehicles and larger
- Highway Rest Areas (Optional)
 - Should provide highway exit numbers
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide available services information (i.e. food, beverages, restrooms, showers)
 - Should provide distance from highway
 - Should provide hours of operation
 - Should provide parking availability for recreational vehicles and larger
- Restaurants (Optional)
 - Should provide highway exit numbers
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
 - Should provide hours of operation
 - Should provide capacity information

- Should provide parking availability for recreational vehicles and larger
 - Veterinary Clinics (Optional)
 - Should provide highway exit numbers
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
 - Should provide hours of operation
 - Should provide capacity information
 - Should provide specialty information (large animals, exotic animals, emergency services...)
 - Should provide parking availability for recreational vehicles and larger
 - Retail Stores (Optional)
 - Should provide highway exit numbers
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
 - Should provide hours of operation
 - Should provide specialty information (clothing, technology, house wares...)
 - Should provide parking availability for recreational vehicles and larger
 - Grocery Stores(Optional)
 - Should provide highway exit numbers
 - Should provide address
 - Should provide phone number
 - Should provide geo-location
 - Should provide distance from highway
 - Should provide hours of operation
 - Should provide parking availability for recreational vehicles and larger
6. The M&S capability should allow for the addition of current construction projects, or proposed construction projects, to determine their impact upon completion
 7. The M&S capability shall allow the user to add and remove layers from the presentation component.
 8. The M&S capability shall allow for remote login via the internet.
 9. The M&S capability shall require a username and password for login.
 10. The M&S capability should allow permissions and grant priority based on user name and password.

11. The M&S capability shall whenever possible leverage the previous investments from DHS, FEMA, and the States.
12. The M&S capability shall be developed within the framework of the following standards/methodologies:
 - DODAF - Provides Guidance and Rules for Developing, Representing, and Understanding Architectures based on a common denominator across DOD, Joint, and Multinational Boundaries
 - Open Geospatial Consortium (OGC) - Facilitates Geographic Information Systems Vendor data interoperability
 - National Incident Management System (NIMS) - Provides the template for the management of incidents
 - National Information Exchange Model (NIEMS) - XML-based information exchange framework
 - UNETRANS - Essential data model for transportation
13. The winning vendor shall provide a detailed integration and development schedule within ten (10) days of contract award.
14. The winning vendor shall provide a minimum of the following DODAF products before or during the Preliminary Design Review (PDR):
 - AV-1 : Overview and Summary Information
 - AV-2 : Integrated Dictionary
 - OV-1 : High Level Operational Concept Graphic
 - OV-5 : Operational Activity Model
 - OV-2 : Operational Node Connectivity Description
 - OV-3 : Operational Informational Exchange Matrix
 - SV-1 : System Interface Description
 - TV-1 : Technical Standards Profile
15. The winning vendor shall participate in PDR at a location to be determined by WV DMAPS.
16. The winning vendor shall participate in Critical Design Review (CDR) at a location to be determined by WV DMAPS.
17. Simulations shall be saved to allow for playback.
18. The end M&S capability shall meet the following hardware/software requirements:
 - Vendor shall work with DMAPS and the Office of Technology (OT) to provide specifications for all required hardware and software to run their solution
 - The solution shall reside and run on the State of West Virginia's servers (see Section 2.3)

- The Vendor shall work with DMAPS and the OT for the initial install onto the State's servers and provide training so that future installations can be done by the State
- Two laptops containing any necessary software to run a remote demonstration of the M&S capability shall be delivered to WV DMAPS, according to OT's specifications
- The Vendor shall provide an executable installation package to WV DMAPS so they can use additional servers or laptops at their discretion

19. Upon completion of the M&S capability the Vendor shall support three (3) technology demonstrations:

- Evaluation Board
 - Project Planner and EB shall evaluate end product before being shown to WV DMAPS
- WV DMAPS
 - Shall be used as a final acceptance of the M&S capability
- FEMA Technology Showcase
 - Shall be used to share the prototype system with VIPs to be determined later

3.2 System Requirements:

3.2.1 *Graphic Information Systems* - The following are the GIS requirements for the M&S capability:

- Delivered solution shall comprise a base-map developed in an OGC-conformant GIS component
- Base-map shall include all major county, state and federal routes
- Base-map shall include all state fuel locations and depots
- Base-map shall include all mass care facilities including shelters, feeding sites, comfort stations and points of distribution
- Base-map shall include all fuel locations
- Base-map shall include all K-12 schools
- Base-map shall include all responder headquarters and areas of operation
- Base-map shall include all border states ingress points
- Base-map shall include all communications assets
- Base-map shall include all potable water locations
- Base-map shall include all public utilities locations
- Base-map layers shall be acquired from applicable data owners using a Service-Oriented Architecture (SOA)
- Base-map layers shall have a coordinate unit of measure in meters
- Base-map layers shall be geo-referenced
- Base-map layers shall have a maximum allowable geospatial error of ten (10) meters

- Base-map shall include optional layer for conveyance demographic metrics
 - This should include vehicle ownership figures per population center
 - This should include carpooling figures from population centers
 - This should include numbers of mass transportation vehicles (buses, vans – government owned, privately owned) available in total (consider maintenance and breakdown history) per population centers
 - This should include waterborne assets available private and public population centers
 - This should include typical airline scheduling (by day), average availability and break down/delay history in region or per population centers
 - This should include typical airline loading at regional airports (planes on ground at any time) or population centers

- Base-map shall include detailed response infrastructure data by population center:
 - This shall include location of all hospitals and triage sites; expansion capacity
 - This shall include location of all first responder organizations and capacity/capabilities
 - This shall include location of all potable water storage, reservoirs, etc
 - This shall include location of all National Guard Armories and other state government facilities
 - This shall include location of all federal facilities
 - This shall include location of all motels, hotels, camp grounds
 - This shall include location and capabilities of all Red Cross chapters
 - This shall include location of all grocery stores
 - This shall include location of all hardware stores
 - This shall include location of all clothing stores
 - This shall include location of all trucking and construction companies and capabilities
 - This shall include location of all automobile/truck dealerships
 - This shall include the location of all gas stations
 - Base-map data layers shall be secured in accordance with ANSI INCITS 359-2004
 - Base-map shall allow user to switch between satellite, topographic, aeronautical, and street maps

3.2.2 User- Resource Capabilities Assessment - The following are the user-resource capabilities assessment requirements for the M&S capability:

- Shall provide basic input to user resources, inventories and locations for basic analysis of current situation;
- Shall develop NIMS compliant statewide database on key incident resources. maintain secure access to this database, determine database owner, update mechanisms, and validation process;
- Shall integrate key database information above into simulation model;

- Shall provide ability to aggregate this data so that local levels can see details, county departments can determine county capability, and state EOC personnel can see entire state capabilities;
- Shall provide views on specific data elements need to be restricted to specific "user types" within the system. Users interested in only shelters should not have access to fuel depot information; and
- User presentation or reporting should include the ability to compare assets on-hand with expected requirement from catastrophic incident. Should be presented in simulation view

3.2.3 *User- Feedback & Reaction to On-Going Situation* - The following are the user-feedback & reaction to on-going situation requirements for the M&S capability:

- Shall provide web-based user feedback on problem areas for specific resources, and provide guidance on where additional resources could be found;
- Shall build specific decision points when key resource issues are encountered. Know who owns resources, who to call in a specific occurrence type, and how to obtain these resources; and
- Shall allow global view in simulation showing where current issues are arising, as well as what areas are not being affected, yet have resources to help with requirement.

3.2.4 *Simulation* - The following are the simulation requirements for the M&S capability:

- Delivered solution shall contain an event simulation parameter interface
- Delivered solution shall execute simulation at a specified time interval taking into account population and traffic at that time
- Delivered solution shall include plume models for floods, chemical releases, and fires
- Delivered solution should include live weather layer
- Delivered solution shall use computer mouse for scroll and zoom functions
- Delivered solution shall produce actionable simulation data to user to include confidence intervals for the simulation
- Delivered solution shall display actionable data in a spreadsheet or Comma Separated Values format
- Delivered solution should display where the population centers are (at 0600, 0900, 1200, 1500, 1800, 2100, 2400, 0300) and what their density is by square mile
- Delivered solution should I display the age demographic of these population centers (driving age and non-driving age)
- Delivered solution should display the income demographic of these population centers (own motor vehicles in what number)
- Delivered solution should display the special needs demographic of these population centers
- Delivered solution should display normal flow and density of automobile, bus, mass transit and medium rail traffic, non-rush hour and rush hour

- Delivered solution should display normal pedestrian loading at 0600, 0900, 1200, 1500, 1800, 2100, 2400, and 0300
- Delivered solution shall display the following routing data:
 - Primary motor vehicle commuting routes
 - Secondary motor vehicle commuting routes
 - Maintenance status (lanes closed or blocked) all commuting routes
 - Signaling of commuting routes
 - Pedestrian and bicycle routing
- Delivered solution shall implement access control in accordance with ANSI INCITS 359-2004

3.2.5 *Transportation* - The following are the transportation requirements for the M&S capability:

- Delivered solution should integrate ATMS (Advanced Traffic Management Systems) data feeds
- Delivered solution should integrate ACNS (Automated Crash Notification Systems) crash information data feeds
- Delivered solution should integrate ATIS (Advanced Traveler Information Systems) data source information
- Delivered solution should integrate ATMS/toll plaza data feeds
- Delivered solution should integrate vehicle-borne ITS data feeds
- Delivered solution should provide ability for static data submission
- Delivered solution should ensure ITS data is geo-referenced
- Delivered solution shall ensure that all transportation-related data conform to UNETRANS standards
- Delivered solution shall implement access control in accordance with ANSI INCITS 359-2004

3.2.6 *User Administration* - The following are the user administration requirements for the M&S capability:

- Application shall contain a user sign-on and password that can differentiate over 100 different user types within the system
- There should be no limit on the amount of users that can access the system
- Access shall be web-enabled
- Access control should be implement in accordance with ANSI INCITS 359-2004

3.2.7 Milestones and Deliverables

Table of Milestones and Deliverables

Description	Date
Detailed Development and Integration Schedule	10 Days after Contract Award
Software Requirement Specification	On or Before 7/20/2010
Software Design Document	On or Before 7/20/2010
Processing hardware with required software	11/30/2010
Demonstration hardware with required software	11/30/2010
Executable for installation on a server (if required)	11/30/2010
Executable for installation on a demonstration laptop	11/30/2010
Source Code final M&S capability	11/30/2010
DODAF Products	On or Before 7/20/2010
Preliminary Design Review	On or Before 7/20/2010
Critical Design Review	On or Before 8/17/2010
EB Demonstration	9/28/2010
WV DMAPS Demonstration	10/26/2010
FEMA Technology Showcase	11/30/2010
Monthly Integrated Product Team Meetings	2 nd Wednesday of each month
Weekly Activity Reports	By COB Fridays
M&S Capability	11/30/2010
Other deliverables as required	TBD

3.2.8 Intellectual Property Developed – Ownership of all data systems, programs, materials and documentations originating with the State shall remain the property of the State. Ownership of all data systems, programs, materials, and documentation originating with the Vendor shall remain the property of the Vendor. Ownership of all data systems, programs, materials, documentation, and reports originated and prepared for the State pursuant to the work performed under this contract shall belong exclusively to the State unless the agency agrees to release ownership prior to beginning the project.

The Vendor will retain ownership of all tools, method, techniques, standards, and other development procedures, as well as generic and pre-existing shells, subroutines, and similar material incorporated in any custom Deliverable.

The Vendor will grant the State a non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all pre-existing materials that are incorporated in any custom-developed Deliverable.

The vendor will transfer to the State of West Virginia all rights to this software. The Federal Government and the partner States will have free licensing access to this software.

3.3 **Special Terms and Conditions:**

3.3.1 *Bid and Performance Bonds:* Not applicable for this RFP.

3.3.2 *Insurance Requirements:* Not applicable for this RFP.

3.3.3 *License Requirements:* Workers Compensation

3.3.4 *Litigation Bond:* Not applicable for this RFP.

PART 4 PROPOSAL FORMAT AND RESPONSE REQUIREMENTS

4.1 **Vendor's Proposal Format:**

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

- Title page
 - Should state the RFP Subject and number
 - Should State the name of the Vendor, Vendor's business address, telephone number, and name of authorized contact person to speak on behalf of the Vendor
 - Should be dated and signed
- Table of Contents
 - Should clearly identify the material by section and page number
- Section I
 - Shall provide a general overview of total solution to demonstrate an understanding of the goal of this project
- Section II
 - Shall explain how the Vendor will address requirements from section 3.1 of this RFP
- Section III
 - Shall explain how the Vendor will address requirements from section 3.2 of this RFP
- Section IV – Cost
- Appendix A
 - Shall provide Company overview
 - If multiple Vendors are teaming together each must be identified and a company overview provided
- Appendix B
 - Shall provide relevant past performance
 - shall include a maximum of three past performance examples
 - Each example shall contain a point of contact, phone number, and email address for the client served

Vendor responses should not exceed 25 pages. Title page, table of contents, and appendices do not count toward the 25 page limit.

Vendor responses should be in Arial font with a minimum size of 11.

For company overview in Appendix A, a maximum of one page shall be used for each vendor on the team.

For past performance in Appendix B, the vendor shall not exceed 3 pages per example.

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

4.2 **Evaluation Process:**

4.2.1 *Method of Evaluation:*

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated in section 4.3.

The committee will first evaluate the technical proposal, and subsequently, the cost proposal.

- The technical proposal -70 available points
- The cost proposal - 30 available points

The top 2 to 4 scoring proposals will then become the finalists for evaluation and invited to give oral presentations.

The Vendor who meets all the mandatory specifications and attains the highest point score of all vendors invited for oral presentations shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

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

A. Technical Approach	<u>70 Total Points Possible</u>
- Section 1: General Overview	5 Points Possible
- Section 2: Scope of Work	25 Points Possible
- Section 3: System Requirements	15 Points Possible
- Past Performance	5 Points Possible
- Oral presentations	20 Points Possible

B. Cost	<u>30 Total Points Possible</u>
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<u>Total</u>	<u>100 Points Possible</u>
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Vendors providing solutions that do not satisfy all mandatory requirements of the RFP shall be disqualified.

Cost proposals will be scored by use of the following formula for all vendors who attained the Minimum acceptable score:

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

4.3.1 Basis for Award

- (a) Any award made will be based on the best overall (i.e., best value) proposals that are determined to be the most beneficial to the Government, with appropriate consideration given to evaluation factors.
- (b) To receive consideration for award an offer must not receive "Unacceptable" for the Technical Approach Factor.

4.3.2 Evaluation Criteria

(a) Technical Approach Factor

The Government will evaluate the Vendor's understanding, feasibility of approach, and completeness relative to this RFP. This evaluation will consist of an assessment of all relevant aspects of the Vendors' technical proposals based to the following:

- (1) **Section 1: General Overview:** The extent to which the proposed approach demonstrates an understanding of the goal of this project.
- (2) **Section 2: Scope of Work:** The extent to which the proposed approach is workable and the end results achievable. The extent to which successful performance is contingent upon proven devices and techniques which do not require excessive development. The proposal will be evaluated to determine how the Vendor's methods and approach in meeting the requirements to ensure successful performance. The extent to which the Vendor is expected to be able to successfully complete the proposed tasks and requirements within the proposed schedule.
- (3) **Section 3: System Requirements:** The extent to which the proposal will cover the system requirements of the RFP.
- (4) **Past Performance:** The extent to which the vendor has performed similar work in a similar time frame, for similar funding.
- (5) **Oral Presentations:** Once the evaluation committee completes its review and evaluation of the technical and cost proposals and determines the 2 to 4 top scoring vendors, these finalists will be invited to demonstrate their solutions to the evaluation committee.

(b) PRICE FACTOR (PR).

The price evaluation will be conducted using:

This project will result in a Fixed Cost contract. The winning Vendor will be required to provide a 25% soft match of non-Federal funds in accordance with the guidance in the Catalog of Federal Domestic Assistance program number 97.111, titled Regional Catastrophic Preparedness Grant Program. Vendors submitting proposals that are compliant and meet all minimum requirements will be compared to the lowest cost proposal also meeting that criteria and a score will be calculated as described in Section 4.3 of this RFP.

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 Sections 3.1 and 3.2 and include item a of the evaluation criteria. 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 reserve 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

Grand total breakdown by task:

1) Research	\$ _____
2) Development	\$ _____
3) Integration	\$ _____
4) Testing	\$ _____
Total all-inclusive fee (project)	\$ _____

NOTE:

Cost Proposals shall be sealed in a separate envelope within the submitted overall package.

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.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of December, 20____.

My Commission expired _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____