



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
ISCK0009

PAGE
1

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

VENDOR	RFQ COPY
	TYPE NAME/ADDRESS HERE

SHIP TO	DEPARTMENT OF ADMINISTRATION IS&C - CHIEF FINANCIAL OFFICER 1 DAVIS SQUARE CHARLESTON, WV 25301	304-558-5472
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/05/2009				

BID OPENING DATE: 10/06/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-84		
<p>REQUEST FOR PROPOSAL FOR TELECOMMUNICATIONS FOR WV</p> <p>REQUEST FOR PROPOSAL (RFP)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING PROPOSALS TO PROVIDE THE AGENCY WITH A TELECOMMUNICATIONS BILL MANAGEMENT SYSTEM PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 09/10/2009 AT 1:00 PM. VENDORS MAY ATTEND IN PERSON AT THE AGENCY'S LOCATION AT ONE DAVIS SQUARE IN CHARLESTON, WEST VIRGINIA OR VIA CONFERENCE CALL. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>CONFERENCE CALL PATICIPANTS MAY CALL 304-558-6338 MEETING ID: 2202, MEETING PASSWORD: 8108 AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. VENDORS PARTICIPATING VIA CONFERENCE CALL WILL BE FAXED A COPY OF THE SIGN IN SHEET DURING THE CALL FOR SIGNATURE AND RETURN.</p> <p>THE SIGN IN SHEET WILL SERVE AS THE OFFICIAL OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR</p>						

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 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."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in 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



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<p>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> <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. VENDORS PARTICIPATING VIA CONFERENCE CALL SHOULD DIAL IN PRIOR TO THE BEGINNING OF THE MEETING TO ALLOW TIME FOR CONNECTION TO THE MEETING. THE SIGN IN REQUIREMENTS LISTED ABOVE ALSO APPLY TO VENDORS ATTENDING VIA CONFERENCE CALL. THE STATE OF WEST VIRGINIA ASSUMES NO LIABILITY FOR FAILED CALLS OR ANY OTHER TECHNICAL DIFFICULTY RESULTING FROM MEETING PARTICIPATION VIA CONFERENCE CALL.</p> <p>TECHNCIAL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/15/2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER</p>						

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 IS&C - CHIEF FINANCIAL OFFICER  
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 25301 304-558-5472

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<p>THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE 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 BID OPENING AND IN ANY FORMAT.</p> <p>ALL QUESTIONS RESULTING FROM THE PRE-BID MEETING MUST BE SUBMITTED IN ACCORDANCE WITH THE ABOVE PROVISIONS. NO VERBAL REPRESENTATIONS ARE BINDING UNTIL SUCH TIME AS THEY ARE ISSUED BY FORMAL WRITTEN ADDENDUM TO THIS SOLICITATION.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p>						

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	IS&C - CHIEF FINANCIAL OFFICER
	1 DAVIS SQUARE
CHARLESTON, WV	
25301	
304-558-5472	

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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 SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>REV. 11/96</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED AND TERM OF CONTRACT: THIS CONTRACT SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 3.4 AND 3.5 OF THE ATTACHED SPECIFICATIONS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p>						

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 IS&C - CHIEF FINANCIAL OFFICER  
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 25301 304-558-5472

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<p>NOTICE</p> <p>A SIGNED PROPOSAL MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>COST PROPOSAL SHOULD BE SEALED IN A SEPARATE ENVELOPE AND CLEARLY MARKED.</p> <p>THE PROPOSAL SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE MAY NOT BE PROPOASL MAY NOT BE CONSIDERED.</p> <p>SEALED PROPOSAL</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFP. NO.: ISCK0009</p> <p>TECHNICAL PROPOSAL OPENING DATE: 10/06/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>COST PROPOSALS FOR ALL VENDORS MEETING THE MINIMUM ACCEPTABLE SCORE WILL BE OPENED UPON THE COMPLETION OF THE EVALUATION OF THE TECHNICAL PROPOSALS. VENDORS SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP WILL BE NOTIFIED OF THE DATE/TIME OF THE COST OPENING.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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CONTACT PERSON (PLEASE PRINT CLEARLY):						
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***** THIS IS THE END OF RFQ ISCK0009 ***** TOTAL: _____						

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**REQUEST FOR PROPOSAL**  
WV Office of Technology – ISCK0009 \_\_\_\_\_

**PART 1 GENERAL INFORMATION, TERMS AND CONDITIONS**

**1.1 Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as “State”, is soliciting proposals for the Department of Administration, West Virginia Office of Technology (WVOT) Division, hereinafter referred to as “Agency”, to provide a telecommunications chargeback and operations management system. 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 this project is to have the Agency enter into a turnkey contract with a vendor whose services shall include, but not be limited to, all labor, software, materials, tools, ancillary equipment, project consulting, training and all other items incidental to a complete installation and fully functional system. The Vendor(s) shall perform all work necessary and specified for delivery of the system as described and identified in accordance with this RFP.

This system will enable the Agency to manage its internal chargeback costs and provisioning services with one new system. The Agency’s key objective is to automate all current billing, provisioning, tracking, and inventory processes – and to provide value-added web-based customer access to this information and functionalities.

It is the State’s desire to select an experienced Prime Vendor that will result in the State of West Virginia having a telecommunications chargeback and operations management system. The winning Prime Vendor will be evaluated based on their response to the requirements of this RFP.

**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:



Krista Ferrell, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Phone: (304) 558-2596  
Fax: (304) 558-4115  
Email: Krista.s.ferrell@wv.gov

**The vendor, or anyone on the vendor's behalf, is not permitted to make any contact whatsoever with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

**1.5 Vendor Registration:**

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

**1.6 Oral Statements and Commitments:**

Vendor must clearly understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

**1.7 Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements 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 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: Krista Ferrell-File 21  
Req#: ISCK0009  
Opening Date: 10/06/2009  
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.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

**1.14 Price Quotations:**

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**1.15 Public Record:**

*1.15.1 Submissions are Public Record.*

All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.

*1.15.2 Written Release of Information.*

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

*1.15.3 Risk of Disclosure.*

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets, as submitted by a bidder, are exempt 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.....	08/07/2009
Vendor's Written Questions Submission Deadline. ....	09/15/2009
Mandatory Prebid Conference .....	09/10/2009
Addendum Issued .....	Week of 09/15/2009

Bid Opening Date .....10/06/2009  
Oral Presentation .....TBD  
Phone Conference Info .....1-304-558-6338  
Meeting ID: 2202/Meeting Password: 8108

\*NOTE: The vendor conference must be thirty (30) days from the release of the RFP for E-rate compliance.

1.17 **Mandatory Prebid Conference:**

A mandatory pre-bid conference shall be conducted on the date specified above at 1:00 p.m. Said conference will be hosted by the West Virginia Office of Technology, One Davis Square, Charleston, West Virginia. **All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification.** The State intends to offer remote attendance, via conference call, to accommodate vendor representatives who may be unable to be on-site for the Conference. Vendors participating through phone conference must remain on the phone throughout the conference. **The Mandatory Pre-bid Conference is the opportunity for the Vendor to ask questions, voice concerns, and offer suggestions. Each Vendor should read the entire RFP and come to the conference with a full understanding of what the State hopes to achieve with the RFP, or the questions necessary to obtain clarification.**

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:*

The term of the contract will be based on the installation, implementation and acceptance of the system by Agency as described in section 3.4 and 3.5.

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 and 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:*

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$1,500.00 per day for failure to provide (deliverables, meet miles stones identified to keep the project on target, or failure to meet specified deadlines) This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

*1.19.16 Record Retention (Access & Confidentiality):*

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

### 2.2 **Background:**

Agency has the statutory responsibility to provide technology leadership for most State of West Virginia entities, including selection and adoption of Information Technology policy and standards and governance for expenditure of funds for Information Technology products and services. Currently telecommunication vendors bill the Agency for services rendered. The Agency bills user State agencies for these services, within thirty (30) days and the user State agencies pay the Agency through State intergovernmental transfer (IGT) within another thirty (30) days. The Agency then pays the telecommunication vendors within thirty (30) days, for a total cycle of ninety (90) days from receipt of original billing from the telecommunication vendors. The Agency wishes to track not only the accounts receivable due the Agency from the State agencies but also the Agency's accounts payable balances due the telecommunication vendors. Reference West Virginia Code §5A-7-4a.

Agency's current telecommunications billing and management system is augmented by several locally maintained spreadsheets, discrete databases, and locally supported applications with varying degrees of related and non-related information. This enterprise system must meet our current requirements and have the capacity for future growth and needs. It also must be flexible enough to handle new types of communications and IT support services as technologies change.

Currently, the Agency does not have a detailed database for all telecommunications services throughout the State. Only those services that are handled by the Agency are included in what can be loosely described as an inventory. Our current inventory is approximately 12,525 voice/fax lines (Centrex, ISDN, POTS), 1,283 BRIs, 502 toll free lines, 6,663 calling cards, 100 PRIs, 4,755 DIDs and 2,341 data circuits.

The telecommunications billing group's current business analysis processes are done using Excel spreadsheets, Access data bases and SAS programs. Billing data is collected from multiple sources and stored according to the billed service. Organizational bills are produced for all services, including long distance charges. Currently billing data is received from vendors in the following formats: Magnetic tape cartridge for SMDR data and monthly invoice charges in VZ450 format, paper bills, paper detail, and raw data text file via compact disc.

Agency provides centralized services in the areas of telecommunications (voice and data) to units of state government. The current business process as it relates to the telecommunications services is composed of a multiplicity of homegrown and third party applications implemented on a variety of platforms including Access and Excel running on servers and CICS running on the MVS-based mainframe. In addition, these applications and processes are supported by an even greater variety of data sources involving paper, spreadsheets, proprietary and open databases, and flat files residing on shared servers and private PCs.

Agency will soon be implementing shared PRI's and IP trunks that will be paid for by one central Agency and then billed to individual agencies/billing units according to their usage. These shared circuits will be accessed by agencies through their telephone systems which will be centrally located in the Capitol Complex. Billing data/call records will be provided by each individual telephone. Agency will need to take this data and charge each Agency or billing unit for their portion of the monthly costs of the shared circuits, as well as for the individual toll calls made from their telephones.

Agency is also in the process of implementing a statewide MPLS network. The vendor awarded the contract for this RFP will need to be able to take billing data from the MPLS vendor (Verizon) to generate the monthly telecommunications bill that goes out to the agencies/billing units for all charges related to access circuits as well as VoIP billing.

## PART 3 PROCUREMENT SPECIFICATIONS AND DELIVERABLES

### 3.1. General Requirements:

All vendors responding to this proposal must provide a turnkey system that shall include, but not be limited to, software, licensing, installation, implementation, data conversion, customization, project management and possibly equipment.

The system must be browser-based and offer sufficient security mechanisms to enable the use by customers and internal personnel without compromising the integrity of the system or privacy of customer or system information. To access the application software, the end user workstations must not require any client side software except for the web browser. The State's preferred browser is Internet Explorer 6 or higher.

The system must provide for the following components.

**Sourcing:** Ability to capture the services that are available to the users, any contract information, including but not limited to terms and pricing;

**Inventory:** Flexible data repository of telecommunications connectivity inventory as described in the background section 2.2 and management of that inventory;

**Cost Allocation:** Ability to track usage and allocate, for example, by business unit, department or funding source as described by the Agency;

**Invoice Management:** Receipt, processing, and storage of all telecommunications invoices regardless of media or format. Ability to reconcile vendor invoices against sourcing data and load the invoices into the system for processing as well as audit invoices against the contractual rate;

**Dispute Management:** Ability to track disputes to ensure the recovery of credits and the ability to manage short-pay and no-pay decisions. Ability to track, report, and resolve any disputes arising from the audit process;

**Reporting & Data Analysis:** Ability to generate standard and ad-hoc reports on all aspects of the billing, inventory management ledger allocation, etc;

**Ordering & Provisioning:** Ability to order and/or provision services and initiate and track trouble calls for break/fix repairs.

### 3.2. Scope of Work:

#### 3.2.1 Overall System Requirements.

**3.2.1.1** The system must be capable of maintaining three years (36 months) of on-line historical data and four years (48 months) of archived data for a total of seven years (84 months) of data. On-line and archived data must be accessible for the purposes of, but not limited to: reporting capabilities, projections of future costs, analysis of usage, etc.

**3.2.1.2** The system must be capable of supporting billing discounts related to the e-rate program. The State of WV is a recipient of monies from the Schools and Library Program and any and all billing must be able to accommodate the e-rate requirements. Any registration, etc. with the appropriate governing bodies of the e-rate program will be the sole responsibility of the vendor.

**3.2.1.3** The system must operate in a multi-user environment and be able to handle a minimum of twelve (12) simultaneous users without inappropriate system degradation.

- 3.2.1.4** The system shall be modifiable by the Agency using built-in capabilities of the system, as much as possible, rather than through custom vendor code.
- 3.2.1.5** The system must allow for the creation of custom menus of the proposed components by the Agency to meet the needs of specific work groups and customers. It is required that the Agency have the ability to restrict the access level for each component by customer or work group.
- 3.2.1.6** The system must allow the Agency to create an unlimited number of new user defined fields without requiring vendor customizations. In addition, the new fields must integrate with all other components. The system must allow these fields to be designated as searchable and support, but not be limited to, text boxes, choices lists and fill-in fields.
- 3.2.1.7** The system must prevent unauthorized access by using logins and passwords and allow for a single point of user authentication. Audit trails must be available to the lowest level of change.
- 3.2.2** *Sourcing Component Requirements*
- 3.2.2.1** The system shall eliminate redundant data entry and provide or use common, shared databases.
- 3.2.2.2** The system must allow the data to be run in "evaluation" mode based on Agency-defined parameters without committing records to the database.
- 3.2.3** *Cost Allocation Component Requirements*
- 3.2.3.1** The system must be capable of maintaining a master chart of accounts. The system must provide a way to automatically create new accounts and retire old ones. When accounts are replaced or updated, the system must propagate the new accounts to every record where the old account appeared.
- 3.2.3.2** The system must be capable of special processing and costing on intra-network calls or calls made between switches (often made with pseudo-dialed digits or phantom numbers).
- 3.2.3.3** The system must allow calling accounting, service, equipment charges, services, call accounting assignments, etc. to be billed back to a specific customer and/or split between multiple customers and/or budget accounts by percentage or other methods as required by the Agency.
- 3.2.4** *Invoice Management Component Requirements*
- 3.2.4.1** The system must provide the ability to process pass-through charges for services and/or surcharges (flat rate or percentage) as part of the cost of a service or usage or as a line item to the invoice.
- 3.2.4.2** The system must be able to produce multiple billing statements within each month.
- 3.2.5** *Reporting and Data Analysis Component Requirements*
- 3.2.5.1** For ease of query and reporting each application screen name must be easily associated with the underlying database table and each screen field name must be easily associated with the table field name.
- 3.2.6** *Installation, Implementation and Training Component Requirements*
- 3.2.6.1** The Start Date for implementation/conversion shall begin no later than ten (10) business days after receipt of the Purchase Order.
- 3.2.6.2** The vendor shall provide on-site training to the telecommunications staff for all components of the system procured by the Agency. The vendor shall include any cost associated with this requirement in their Price Proposal. NOTE: NO PRICING SHALL APPEAR IN THE BODY OF THE VENDOR'S RESPONSE TO THIS RFP. ALL PRICING MUST BE PRESENTED IN THE NOTED COST APPENDICES.

### 3.2.7 *Service and Support*

3.2.7.1 The vendor shall provide technical support both on-line and via a toll free number.

3.2.7.2 Complete system documentation must be customized to support local operational requirements. This includes a data model of database design, system flow, end user documentation, systems administration, Entity Relationship Diagram (ERD), business functional process work flow diagram, end-user procedure documents, and supported data dictionary for composing customized reports.

### 3.2.8 *Vendor Qualification*

3.2.8.1 Any vendor responding to this procurement must be rated as either "Positive" or "Strong Positive" by Gartner, Inc. in their February 7, 2008 publication titled "MarketScope for Telecom Expense Management, 2H06" authored by Eric Goodness and Phillip Redman.

### 3.2.9 *Project Management*

The requirements of this section will be at no additional cost to the State, including, but not limited to: travel, lodging and meals. All costs shall be inclusive.

3.2.9.1 The vendor shall assign a Project Management team to be dedicated during the conversion and implementation of the system. This team shall be headed by one person designated as the Project Manager.

3.2.9.2 Until the time the system is accepted, the Project Manager shall be onsite at least three (3) business days each week (9AM-5PM, EST). The Project Manager shall be housed at, or near, the Agency's facility in Charleston, WV during this time. The Agency will be responsible for providing network and internet connectivity for the Project Manager and applicable team members but all PC hardware, peripherals, etc. shall be the responsibility of the vendor. Additionally, any VPN access that may be needed by the Project Management team shall be the responsibility of the vendor.

3.2.9.3 The Agency reserves the right to request a new Project Manager if the Agency notifies the vendor of project defects, milestones not being met, etc. and the vendor fails to correct the issues within a mutually agreeable time frame.

### 3.2.10 *System Acceptance*

3.2.10.1 Installed services shall meet the standard of performance as proposed, and mutually agreed to, by the vendor and the State in 4.2.1.13.1 during an initial three (3) months of consecutive billing. Upon the satisfaction of the Agency that the vendor has installed, implemented and trained Agency on the system in accordance with the requirements set forth in this RFP and any mutually agreed upon adjustments, the acceptance of the system will be formalized by Change Order.

## 3.3 **Special Terms and Conditions:**

### 3.3.1 *Insurance Requirements.*

If applicable, the vendor will provide liability insurance according to State requirements. Insurance certificates are required prior to award but are not required at the time of bid.

### 3.3.2 *License Requirements.*

- 3.4 Notice to Proceed:** The number of calendar days will be set based upon the successful vendor's timeline presented in response to section 4.2.1.9. The Agency will issue a written notice to proceed to the successful vendor. Warranty and maintenance will be added by change order upon the full installation, implementation and acceptance of the system by the owner. This includes all systems training.
- 3.5 Renewals:** Maintenance may be renewed on the anniversary date of the acceptance of the system. Maintenance 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 year periods.

#### 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, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

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

Section I – Vendor should complete the technical proposal (Appendix A) for the Mandatory Requirements listed in specifications 3.1 through 3.5. Failure on the part of the vendor to meet the Mandatory Requirements removes the vendor from further consideration

Section II – The vendor will be evaluated on the information they provide in response to Sections 4.2.1 through 4.2.1.15.2. We ask that you read each specification carefully and respond with a detailed description or explanation.

Section III – Vendor should provide three (3) references as explained in Section 4.2.1.11.1.

Section IV – Vendor should provide the resumes of the vendor staff that will be committed to the State's implementation from Section 4.2.1.11.2.

Section V – Vendor should provide the signed Purchasing Affidavit (1.18) and disclosure of any subcontractors, Section 4.2.1.12.2.

Section VI – Vendor must provide the information requested in Section 4.5.1. **NOTE: NO PRICING SHALL APPEAR IN THE BODY OF THE VENDOR'S RESPONSE TO THIS RFP. ALL PRICING MUST BE PRESENTED IN THE NOTED COST APPENDICES.** If applicable, sign and submit the attached Resident Vendor Preference Certificate with the cost proposal.

#### 4.2 Evaluation Process:

The following specifications will serve as the basis for the vendor's technical evaluation. The vendor's bid response should demonstrate their ability to meet the specification by providing a written description of the requested service with as much clear and succinct detailed information as possible. Since the vendor's detailed response will serve as the basis for the technical evaluation, it is not in the best interest of the vendors to respond with a simple "yes" or "no" response to these specifications.

##### 4.2.1 Evaluation-Based Specifications

###### 4.2.1.1 System Requirements

4.2.1.1.1 Please describe your methodology for handling multiple users accessing the same record concurrently. This should include but not be limited to: concurrent user limitations, impact on system degradation, etc. Please describe the systems ability to integrate with the existing Microsoft Active Directory LDAP for the purposes of user account creations and



provisioning.

**For response purposes, assume 500 external users with an estimated 50 to 75 concurrent users.**

4.2.1.1.2 Please describe your backup and restore procedures.

4.2.1.1.3 Please provide hardware requirements for all components of your proposed system, including polling, reporting, transaction processing, and archiving.

**4.2.1.2 Sourcing Component**

4.2.1.2.1 The system should be able to capture and/or retrieve call records from different PBX's and call accounting systems to facilitate the management of the services and serve as a data source for generating invoices and accommodate new switches and/or upgrades to VoIP systems. Please describe the methods offered by the vendor to accomplish this specification.

4.2.1.2.2 The Agency should have the capability to edit or delete billing information after it is entered into the database or imported from other resources. Please describe any limitations, if any, the vendor's system may have regarding this specification.

4.2.1.2.3 The system should allow the data to be run in "evaluation" mode based on Agency-defined parameters without committing records to the database.

4.2.1.2.4 The vendor should describe the tariffs provided with the system and the method for updating same. These tariffs should be ones that would apply to the State of West Virginia. The system should have the ability to calculate tax by type of call and by type of account and accommodate multiple types of tariffs/taxes by call and/or account. The vendor should provide the name of the provider of the tariff changes. Any vendor eligible for an oral presentation will show the Agency how these tariffs are applied, blocked, etc. and how a complete listing can be obtained from their system.

4.2.1.2.5 Vendor files take on many different formats and arrive on many different media (please refer to Section 2.2 Current Environment). It is important to have a method for loading vendor information into the proposed system. The vendor should describe their ability for migrating the current vendor files into the system and describe the vendor's ability to migrate data when a new source data is required.

**4.2.1.3 Inventory Component**

4.2.1.3.1 The vendor should describe the system's ability to track and inventory the state's telecommunications connectivity inventory items. These connectivity items were described under section 2.2 background.

**4.2.1.4 Cost Allocation**

4.2.1.4.1 The system should allow for user-defined parameters for discarding unwanted calls or be able to recycle a rejected call until the system can match the call to the appropriate billing entity. The vendor should describe any limitations, processes, etc. associated with this specification.

4.2.1.4.2 The system should be capable of processing call records as soon as they are received from the polling devices and/or switches. This information should be immediately available to back office personnel as well as end users via the web-based system.

4.2.1.4.3 The system should define local calling zones for multiple sites

and customer groups. It should be capable of identifying changes in local calling areas relative to LEC's addition, elimination or changeover in area codes and exchanges.

4.2.1.4.4 The system should be able to charge back from multiple vendor services, including cellular, pager, blackberry, PDA, DSL, CATV, etc. Charges may also include roaming calls, service charges, and other fees. Please describe your systems capabilities for handling the services outlined in this specification.

4.2.1.4.5 The Vendor should describe how their system handles the requirements for allocating costs as required in specification 3.2.3.3.

#### 4.2.1.5 Invoice Management

4.2.1.5.1 The vendor should describe their system's ability to be able to process billing and/or print billing invoices without taking the system down or forcing users to exit the system.

4.2.1.5.2 The Agency should have the capability to print or re-print customer bills on demand. For example, if an invoice has been lost and needs regenerated, the Agency needs to be able to reprint that invoice without impacting or disrupting previous updates (i.e. Accounts Receivable). In addition, if several invoices need reprinted at one time the Agency would like to have the capability to generate those invoices at one time instead of each invoice individually. The Vendor should describe their ability to meet this specification.

4.2.1.5.3 The system should be capable of producing electronic and hardcopy invoices.

4.2.1.5.4 The vendor should describe their process for backing out an accounting feed, billing source information, invoices, etc. and note any scripts and or vendor intervention that may be required. This is essential for testing during implementation, and once the system is in use.

4.2.1.5.5 The vendor should describe the process for pass-through charges for services and/or surcharges (flat rate or percentage) as part of the cost of a service or usage or as a line item to the invoice.

#### 4.2.1.6 Dispute Management

4.2.1.6.1 The system should track all credits due from all vendors at any given point in time.

4.2.1.6.2 The system should provide a means to track the lifecycle of invoice payments as well hold backs relative to disputed charges. The system should provide a means to incorporate correspondence directly into dispute transactions.

#### 4.2.1.7 Reporting and Data Analysis

4.2.1.7.1 The system should allow for ad hoc reports and queries to interface with other applications such as spreadsheets, Access and electronic mail. The vendor should describe its exporting capabilities and limitations, if any.

4.2.1.7.2 The system should have the capability to publish and automatically distribute standard reports, on-demand reports (ad-hoc), pre-scheduled reports (e.g., end-of-month), and customized

reports as required for, based on security access levels. The vendor should provide a list, with descriptions, of all standard reports generated for each component. For ad-hoc and custom reports, the vendor should describe the reporting software used and provide examples.

4.2.1.7.3 The system should be able to produce reports on all services related to a particular product and/or service address. These reports should be further defined to a specific vendor and/or customer.

4.2.1.7.4 The system should allow reporting tasks to be scheduled to run in unattended mode.

4.2.1.7.5 The vendor should describe their ability to generate ad hoc reporting for traffic analysis. In addition, these reports should be capable of being exported into an ASCII format.

4.2.1.7.6 The system should provide a means of generating reports to analyze provisioned services by being able to replace current pricing and/or services with Agency-defined data to determine the impact on the users. This analysis should also allow the tracking of usage and trending patterns to determine things such as contract compliance, minimum order guarantees, and usage variance over defined thresholds.

#### **4.2.1.8 Ordering and Provisioning**

4.2.1.8.1 The vendor should describe, in detail, their ordering and provisioning capabilities. This should include, but not be limited to: work order processes, required data to be captured and entered, security levels, tracking and reporting, trouble orders, what and how this component impacts other components of their system, browser-based, etc.

4.2.1.8.2 The vendor should describe the ability to have a “grocery” list of services that can be selected when ordering services. This should include, but not be limited to: cellular, calling card, rate plan, optional services, etc.

#### **4.2.1.9 Installation, Implementation and Training**

4.2.1.9.1 The vendor should describe the training that accompanies the procurement of each component and should include, but not be limited to: curriculum, number of students per class, manuals provided, and how training is accomplished for upgrades.

4.2.1.9.2 The vendor should provide an overview of the implementation approach, as well as methods used to track implementation milestones and facilitate internal reporting to upper management.

4.2.1.9.3 The vendor should provide an overview of the escalation procedures and methods used to track the status of implementations.

4.2.1.9.4 The vendor should provide a detailed description of the implementation process being proposed. This description should include, but not be limited to: the resources provided by the vendor and the resources required of the customer.

4.2.1.9.5 The vendor should provide a timeline for implementation along with projected milestones, deliverable dates and a sample implementation plan.

4.2.1.9.6 The vendor should describe their procedure for data conversion of existing data into the proposed application. This description should include, but not be limited to, the type of data that can be converted, the resources required by the Agency, the resources provided by the vendor, and how mismatched data elements are handled.

4.2.1.9.7 Although not required if the vendor is proposing a vendor hosted implementation option they should describe the implementation process and benefits for the vendor hosted option.

4.2.1.9.8 The vendor should describe and provide a Train-the-trainer program to the Agency staff. This program should enable the agency to train customers on the web-based applications as defined in Section 1.2. If this level of training is only provided off-site, the vendor's cost proposal must include the price of this training, including all travel, for at least five (5) Agency employees to attend.

4.2.1.9.9 The vendor should provide additional training as needed after production implementation. The vendor should include any cost associated with this requirement in Appendix C - Other Costs. NOTE: NO PRICING SHOULD APPEAR IN THE BODY OF THE VENDOR'S RESPONSE TO THIS RFP. ALL PRICING MUST BE PRESENTED IN THE NOTED COST APPENDICES.

#### 4.2.1.10 **Service and Support**

4.2.1.10.1 The system should support on-line help per screen and should be modifiable by the Agency.

4.2.1.10.2 The vendor should describe the maintenance and support along with any warranty information covering each component of the system being proposed.

4.2.1.10.3 All calls for technical support via the toll-free number required in 3.2.7.1 should be answered by a live operator (no IVR or Automated Attendant) between the hours of 8AM and 8PM Eastern Standard Time.

4.2.1.10.4 System documentation should be available on-line, preferably on the vendor's web site.

4.2.1.10.5 System documentation should include database schema information.

4.2.1.10.6 Please define the type of documentation and assistance provided by the vendor to complete upgrades.

#### 4.2.1.11 **Vendor Qualification**

4.2.1.11.1 The vendor should provide at least three (3) customer references where a solution similar to the one in scope is being requested in this procurement document and has been successfully implemented in the last 24 months. At least, one (1) customer reference should be a governmental environment. The annual telecommunications billing for these customer references should be at least \$20,000,000 a year. References should describe, in detail, the type and duration of services, dates of service, and estimated annual billing. See Appendix E

for the Customer Reference Form. The Agency reserves the right to contact references, as well as develop its own references.

- 4.2.1.11.2 The vendor should provide resumes, qualifications and past experience for all vendor staff committed to the State of WV project. The role of each staff member should also be identified.

**4.2.1.12 Project Management**

- 4.2.1.12.1 The Vendor should disclose the planned use of any subcontractor(s). At a minimum, the following information should be provided for each subcontractor: the subcontractor's name and address and a brief description of the services they will be performing.
- 4.2.1.12.2 If the Vendor's solution includes the use of subcontractors, two (2) separate customer references should also be provided for the subcontractor. See Appendix E for the Customer Reference Form. The Agency reserves the right to contact references, as well as develop its own references.
- 4.2.1.12.3 During the term of the contract, the Agency should be able to grant prior approval to any additions or changes to the named subcontractors even though the vendor awarded the contract will be responsible for all performance (or non-performance) of all subcontractors.
- 4.2.1.12.4 Each key member of the project management team should be dedicated to the project and not be assigned to any other projects without written approval of the State. The vendor should describe which members of the team for which they have provided resumes are considered "key" members.
- 4.2.1.12.5 After the Project Manager is no longer required to be housed at or near the Agency's facility, the following should be provided for the life of the contract: The Project Manager should: serve as the single point of contact (SPOC) for all problem resolutions, billing issues, installation activity, etc.; be available to the state staff via a nationwide toll free calling service; and be responsible for ensuring appropriate vendor personnel are available to provide overall account management and meet with the Agency staff at their facility on a regularly scheduled basis which will be no less than once a month or as deemed necessary by the Agency.

**4.2.1.13 System Acceptance**

- 4.2.1.13.1 The vendor should submit their standard of performance as part of the response to this proposal.

**4.2.1.14 Financial Activity**

- 4.2.1.14.1 The system should maintain individual and group Accounts Receivable records on all customers. It should allow for aging and the automatic calculation of penalty charges on past due accounts. Vendor should explain how the system addresses this specification.

- 4.2.1.14.2 The vendor should describe how its system allows payments to be posted in real-time and appropriately credit the customer's account. Vendor should describe how real-time posting is accomplished.
- 4.2.1.14.3 At the end of each billing, the system should create a file summarizing the financial activity for each accounting code/object code in the format specified by the Office of Technology. Vendor should describe how this process is accomplished.
- 4.2.1.14.4 The vendor should describe their system's ability to produce reports related to money collected in one fiscal year which was payment of services for a prior fiscal year. This should also include the details provided for the payment (i.e. date payment made, invoice being paid, amount, source of payment, etc.)
- 4.2.1.14.5 The vendor should describe their system's ability to produce reports for outstanding accounts receivables for both the current and prior fiscal year and the level of detail available.
- 4.2.1.14.6 The vendor should describe their system's ability to track the Agency's accounts payable by service, by vendor.
- 4.2.1.14.7 The vendor should describe their system's ability to produce reports that show by customer account and/or by type of service, vendor or object code, the amount billed by service type, by vendor, the amount billed by the Office of Technology, any additional fees, etc.

#### 4.2.1.15 **Pricing**

- 4.2.1.15.1 The vendor should provide an explanation of options for procuring the software including their ability to host the application. If the vendor does have the option to host the application, the Cost Sheets allow for the pricing of this option (though not required)
- 4.2.1.15.2 If you are responding to the evaluation-based specifications associated with Section 4.2.1.3, Inventory, and a separate component is required, the costs for this component must be included on the appropriate costs sheets.

#### 4.2.1.16 **Oral Presentation**

- 4.2.1.16.1 Oral evaluations will be held in one hour increments. Each vendor will be given 45 minutes to conduct their oral presentation including the demonstration of the system to the Agency and will be followed by a 15 minutes question and answer period. No vendor will be given more than one hour.

#### 4.2.2 Method of Evaluation:

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

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

A. Functionality of the System (Sections 4.2.1.1-4.2.1.8)	35 Points Possible
B. Installation, Implementation & Training (Section 4.2.1.9)	11 Points Possible
C. Service & Support (Section 4.2.1.10)	07 Points Possible
D. Vendor Experience & References (Section 4.2.1.11)	07 Points Possible
E. Oral Presentation (Section 4.2.1.16)	10 Points Possible
F. Cost	<u>30 Points Possible</u>
Total	100 Points Possible

Each cost proposal cost (Appendix D) 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 (Appendix B, C and D)**

Cost proposal forms/bid sheets (Appendix B, C and D) are to be on a separate page so that they may be filled out and submitted independently from the technical proposal (Appendix A). Appendix B, C and D must be submitted in a separate envelope as described in 1.9 of this RFP. The cost evaluation is based upon the value of a five (5) year term but the actual contract term will be as described in 3.4 and 3.5. **NOTE: NO PRICING SHALL APPEAR IN THE BODY OF THE VENDOR'S RESPONSE TO THIS RFP. ALL**

4.5.1 The vendor shall describe the services, level of support, etc. that are included in their pricing submissions – Appendix B. For example, if a vendor is quoting an annual support cost, the vendor shall describe what support services that annual cost covers. Any services, etc. that would be needed to support the proposed system during the life of the contract that are not included in the pricing outline on Appendix B must be clearly identified on Appendix C – other costs. Failure on the part of the vendor to include the pricing will not be considered legitimate charges granting the Agency’s right to refuse payment for all other charges.



**APPENDIX A – TECHNICAL PROPOSAL  
(Specifications 3.1 – 3.5)**

<b>Section Reference</b>	<b>Vendor's Acknowledgement of Compliance</b>
<b>3.1 General Requirements</b>	
<b>3.2 Scope of Work</b>	<b>N/A</b>
3.2.1 Overall System Requirements	<b>N/A</b>
3.2.1.1	
3.2.1.2	
3.2.1.3	
3.2.1.4	
3.2.1.5	
3.2.1.6	
3.2.1.7	
3.2.2 Sourcing Component Requirements	<b>N/A</b>
3.2.2.1	
3.2.2.2	
3.2.3 Cost Allocation Component Requirements	<b>N/A</b>
3.2.3.1	
3.2.3.2	
3.2.3.3	
3.2.4 Invoice Management Component Requirements	<b>N/A</b>
3.2.4.1	
3.2.4.2	
3.2.5 Reporting and Data Analysis Component Req.	<b>N/A</b>
3.2.5.1	
3.2.6 Installation, Implementation & Training Com. Rq.	<b>N/A</b>
3.2.6.1	
3.2.6.2	
3.2.7 Service and Support	<b>N/A</b>
3.2.7.1	
3.2.7.2	
3.2.8 Vendor Qualifications	<b>N/A</b>
3.2.8.1	
3.2.9 Project Management	<b>N/A</b>
3.2.9.1	
3.2.9.2	
3.2.9.3	
3.2.10 System Acceptance	<b>N/A</b>
3.2.10.1	
<b>3.3 Special Terms and Conditions</b>	<b>N/A</b>
3.3.1 Insurance Requirements	
3.3.2 License Requirements	
<b>3.4 Notice to Proceed</b>	
<b>3.5 Renewals</b>	

**APPENDIX B - COST SHEET  
MANDATORY SOFTWARE LICENSING COMPONENTS**

The pricing below is to be based on the vendor's response to both the mandatory requirements (3.1 thru 3.5) as well as the evaluation-based specifications (4.2.1 thru 4.2.1.16). If a vendor's response to an evaluation-based specification affects the pricing, this pricing must be included in either the Mandatory Appendix B or C Cost Sheet. It is understood that if a vendor is responding to an evaluation-based specification, on which their technical evaluation shall be based, the pricing must reflect the same.

**CUSTOMER HOSTED**

<b>COMPONENT</b>	<b>ONE-TIME LICENSE COST</b>	<b>ANNUAL RECURRING LICENSE COSTS</b>	<b>ANNUAL SUPPORT COSTS</b>	<b>TOTAL COSTS</b>
	Customer Hosted (A)	Customer Hosted (B)	Customer Hosted (C)	Customer Hosted A+((B+C)*5)
Sourcing				
Cost Allocation				
Invoice Management				
Dispute Management				
Reporting & Data Analysis				
Ordering & Provisioning				
<b>GRAND TOTAL</b>				

**APPENDIX B – COST SHEET CONTINUED**

**VENDOR HOSTED**

<b>Annual Cost 1<sup>st</sup> Year</b>	<b>Annual Cost 2<sup>nd</sup> Year</b>	<b>Annual Cost 3<sup>rd</sup> Year</b>	<b>Annual Cost 4<sup>th</sup> Year</b>	<b>Annual Cost 5<sup>th</sup> Year</b>	<b>Grand Total</b>

**Vendor Hosted Costing:** If vendor requires additional information for this section not already included in this RFP, this information should be requested and such information will be supplied through the addendum which will be issued after the pre-bid conference.

**APPENDIX C - "OTHER" COST SHEET  
(MANDATORY)**

This section is to include any and all charges that would be needed to support the proposed system during the life of the contract that are not included in the pricing outline on the Appendix B – Cost Sheet that the vendor may bill and can legally be paid by the State. Failure on the part of the vendor to include the pricing will not be considered legitimate charges granting the Agency’s the right to refuse payment for all other charges.

Type of Service	Description	Check Appropriate Column		Based on Unit of Measure (a)	Proposed Unit Cost (Put N/C if No Charge) (b)	Total Cost (a * b)	
		Vendor -Hosted	Customer-Hosted			Vendor-Hosted	Customer-Hosted
					<b>GRAND TOTAL</b>		

Note: Add additional sheets if required.

**APPENDIX D - COST EVALUATION PRICE QUOTE**

	<b>Grand Total – Vendor Hosted</b>	<b>Grand Total - Customer Hosted</b>
<b>Grand Total from Appendix B</b>	\$	\$
<b>Grand Total from Appendix C</b>		
<b>TOTAL COST</b>		

\*Charges must be based on the costs listed on Appendix B and C.

**APPENDIX E – CUSTOMER REFERENCE**

**Customer Reference Information:**

Company Name: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Describe the Type and Level of Services provided. Vendors are encouraged to describe these services in relation to the services being requested in this RFP. (Please attach additional pages as needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Duration of Contracted Services:

\_\_\_\_\_

Dates of Services:

From Date: \_\_\_\_\_ To Date: \_\_\_\_\_

Company's Estimated Annual Telecommunications Billing: \_\_\_\_\_

Purchase Order or Reference Number: \_\_\_\_\_

**Customer Contact Information:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Contact Number: \_\_\_\_\_

# 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

### 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: \_\_\_\_\_