



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
CJH201101

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

MIL AFFAIRS & PUBLIC SAFETY
 DIVISION OF CRIMINAL JUSTICE
 SERVICES
 1204 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-8814

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 04/21/2011 | | | | |

BID OPENING DATE: **06/07/2011** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| 0001 | 1 | LS | | 680-67 | | |
| <p>POLICE TRAINING AND INSTRUCTIONAL AIDS</p> <p>REQUEST FOR PROPOSAL (RFP)</p> <p>CONTRACT TO PROVIDE STATEWIDE OFFICER TRAINING INFORMATION SYSTEM.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 05/09/2011 AT 1:30 PM AT THE DIVISION OF JUSTICE AND COMMUNITY SERVICES OFFICE LOCATED AT 1204 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25301. 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</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).



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
CJH201101

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

MIL AFFAIRS & PUBLIC SAFETY
 DIVISION OF CRIMINAL JUSTICE
 SERVICES
 1204 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-8814

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 04/21/2011 | | | | |

BID OPENING DATE: **06/07/2011** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| <p>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.</p> <p>INQUIRIES:</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO TARA LYLE IN THE WV PURCHASING DIVISION VIA USPS, FAX, COURIER OR E-MAIL. DEADLINE FOR TECHNICAL QUESTIONS IS 05/17/11 AT THE CLOSE OF BUSINESS. TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE. ADDRESS ALL INQUIRIES TO</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</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'



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
CJH201101

PAGE
4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

MIL AFFAIRS & PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE
SERVICES
1204 KANAWHA BOULEVARD EAST
CHARLESTON, WV
25301 **304-558-8814**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 04/21/2011 | | | | |

BID OPENING DATE: **06/07/2011** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|--------|-------------|------------|--------|
| <p>STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">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:-----TL/32-----</p> <p>REQ. NO.:-----CJH201101-----</p> <p>BID OPENING DATE:-----06/07/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT</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'



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 |
| CJH201101 |

| |
|------|
| PAGE |
| 5 |

| |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| TARA LYLE 304-558-2544 |

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

MIL AFFAIRS & PUBLIC SAFETY
 DIVISION OF CRIMINAL JUSTICE
 SERVICES
 1204 KANAWHA BOULEVARD EAST
 CHARLESTON, WV
 25301 304-558-8814

| | | | | |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 04/21/2011 | | | | |

BID OPENING DATE: **06/07/2011** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|----------|-------------|------------|--------|
| CONCERNING THIS QUOTE: | | | | | | |
| ----- | | | | | | |
| ***** THIS IS THE END OF RFQ CJH201101 ***** TOTAL: _____ | | | | | | |

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'

REQUEST FOR PROPOSAL

DIVISION OF JUSTICE AND COMMUNITY SERVICES
RFP # DJCS2011-01

TABLE OF CONTENTS

| | |
|-------------------|-------------------------------|
| Section 1: | General Information |
| Section 2: | Project Specifications |
| Section 3: | Vendor Proposal |
| Section 4: | Evaluation and Award |
| Section 5: | Contract Terms and Conditions |

SECTION ONE: GENERAL INFORMATION

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 (DMAPS), Division of Justice and Community Services, hereinafter referred to as DJCS or Agency, to provide an Officer Training Information System (OTIS). 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 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

A Request for Proposal (RFP) is generally used for the procurement of services in situations where price is not the sole determining factor and the award will be based on a combination of cost and technical factors (Best Value). Through its proposal, the bidder offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

- 1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, 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 shall be borne by the Vendor. 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.

1.3 Schedule of Events:

| | |
|--|------------|
| Vendor's written Questions Submission Deadline | 05/17/2011 |
| Mandatory Pre-bid Conference | 05/09/2011 |
| Addendum Issued | TBD |
| Bid Opening Date..... | 06/07/2011 |
| Oral Presentation | TBD |

- 1.4 **Mandatory Pre-bid Conference:** A mandatory pre-bid will be conducted on the date listed below:

Date: 05/09/2011
Time: 1:30 PM
Location: Division of Justice and Community Services
1204 Kanawha Blvd., East
2nd Floor
Charleston, WV 25301
Telephone Number: 304-558-8814

All interested Vendors are required to be represented at this meeting. **Failure to attend the mandatory pre-bid shall result in the disqualification of the bid.** No one person may represent more than one Vendor.

All potential Vendors are requested to arrive prior to the starting time for the pre-bid conference. Vendors who arrive late, but prior to the dismissal of the technical portions of the pre-bid conference will be permitted to sign in. Vendors 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.

An attendance sheet will be made available for all potential Vendors 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 the disqualification of your bid. The State will not accept any other documentation to verify attendance. The Vendor 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 Vendor's failure to complete the pre-bid attendance sheet. In addition, all potential Vendors are asked to include their email address and fax number.

- 1.5 **Inquiries:** 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 1.3. All inquiries of specification clarification must be addressed to:

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

Fax: (304) 558-4115

No contact between the Vendor and the Agency is permitted without the express written consent of the State Buyer. 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.

- 1.6 **Verbal Communication:** Any verbal communication between the Vendor and any State personnel is **not** binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the RFP specifications by an official written addendum by Purchasing is binding.
- 1.7 **Addenda:** If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the Purchasing Division.

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** The Division of Justice and Community Services (DJCS) is located at 1204 Kanawha Boulevard East, 2nd Floor Charleston, West Virginia 25301.
- 2.2 **Background and Current Operating Environment:**

The West Virginia (WV) Department of Military Affairs and Public Safety (DMAPS), Division of Justice and Community Services (DJCS), provides regulatory oversight of entry level training, ongoing in-service training and certification of the sworn law enforcement officers in the State of West Virginia through the Law Enforcement Training (LET) Program. The LET Program's responsibilities are met through the actions of the LET Coordinator (POST Director in other states) and the LET Subcommittee of the Governor's Committee on Crime, Delinquency and Correction.

The Officer Training Information System (OTIS) was developed in 1996 to provide the necessary data tracking and reporting as required by State Code 30-29-5 and Legislative Rule CRS149-2. In addition, the system **must** track officers throughout their law enforcement careers, active and inactive, to ensure that they maintain their certified status. There are currently 7,025 officer files within OTIS, approximately 3,500 of which address active sworn officers within the state in more than 285 law enforcement agencies throughout the State. The total number of officer files increases by approximately 300 files each year.

In addition to tracking officer training and certification history, the system is also used to, but not limited to, accomplish the following: respond to public disclosure requests, create custom and standard reports, track course/class information as to history, scheduling and student officer attendance (Academy and in-service classes) history, firearms qualification records, law enforcement agency information as to listing of sworn officers and agency contact information and instructor certification and training area expertise information.

There are currently 10,900 class files maintained within OTIS, with approximately 600 classes being added each year. There are 1,300 instructors at this time, with 100 added each year. There are 284 law enforcement agencies within the state for which OTIS tracks information; this number generally remains the same from year to year.

OTIS has been enhanced several times since first implementation in order to support statutory and legislative rule changes and DJCS operational needs. The vendor who developed and implemented this system no longer exists. The system is based on Microsoft SQL 7.0 database application software. The front-end is an Access 2003 database application, which provides access for ad-hoc reports and querying of data

from the tables.

The current screens are provided as Exhibit A and an overview of the functionality of the OTIS is described below.

Officer Tracking System: The current system collects, tracks, maintains, and retrieves law enforcement officer employment, certification, training, conduct/behavior and firearms qualification records. The system includes all the information to create or update the records, employment history to track the current work status of the officer, officer certification to track the certification status, certificate calculation to check the eligibility for re-certification and automatic renewal, officer conduct/complaint information and tracking of firearms qualification records.

Training/Certification Records: The system provides full, comprehensive training records by program, class, course and segment, instructor who taught the course, exams and grades. The system provides the tracking of qualifications, firearms, and applicable skill and certifications (with expiration dates) and any awards based on training and scores.

Instructor Information: Individual files currently include the details such as contact information, dates of certification for each area, instructor certification in each area of expertise, areas of expertise listing, and a listing of the classes the instructor has taught, etc. The classes taught and classes taken, the skills learned by the instructor, status of their certification and in-service credit for the classes taught are provided. Also includes certificate calculation to check the eligibility of certification renewal and automatic renewal where criteria are met and notice to system administrator when criteria are not met.

System Administration: Provides user rights and permission to the designated users to maintain the records and the information of the courses. Agency Data allows the designated users to add agency to update the agency contact information. The DJCS can access all the information after the course approval.

User Option: The designated users can create user accounts and assign associated rights and permissions. Access to change passwords, create own ad hoc queries and admission to only their officers records will be the abilities of the users.

There is an imaging application integrated with this system based on FileNet Electronic Document Management software. Images or records are stored on WORM media, and they are scanned by office personnel. An internet application interfaces with this database system to provide on-line access to training records and images for officers and law enforcement administrators. In addition, a single user from the West Virginia State Police Academy, hereafter referred to as Academy, connects to this system via virtual private network (VPN) for data and image input and produces letters for Basic Training courses.

Currently, all data entry to the OTIS legacy systems is completed by DJCS staff and the single user at the Academy. However, the DJCS is interested in reviewing and evaluating systems that allows approved law enforcement entities to transmit certain required officer employment and certification and training reports electronically. The

DJCS is also interested in electronically converting the current existing paper based records and microfilm related records into the new system resulting from this RFP.

The DJCS intends to consolidate this legacy database into a single, unified database. The legacy system houses information related to courses, officers, schedules, training history, and certification. OTIS facilitates and supports the input, manipulation, maintenance, tracking, display, distribution, and retrieval of officer employment, certification, and training records/data for more than 3,500 active law enforcement officers employed. Included in the record population are state, municipal, and county officers, as well as continuing certification officers, retired officers, officers who have left employment and individuals who were hired as officers, but did not complete the certification process.

While the new system **must** address the DJCS's current technology needs, it should also allow for expanded functionality and scalability based upon future needs and growth.

2.3 Qualifications and Experience

Provide firm and staff qualifications and experience in completing similar projects, as a part of this section the Vendor shall provide:

2.3.1 An organization chart indentifying the Vendor's overall business structure and locations, including an explanation of the various services offered by the company.

2.3.2 A minimum of three (3) current customer references. At least one (1) of these references shall be from the public sector. All the references shall be from accounts of a similar scope and complexity as the project outlined in this RFP. References telephone number and e-mail address shall be provided.

2.3.3 Vendor should provide resumes of proposed project team members which provide adequate combined experience indicating a minimum of three (3) years of experience with all aspects of a Officers Training Information System, including software, installation, training, support and maintenance. Include copies of any staff certification or degrees applicable to this project. All resumes will be verified for accurate information.

2.3.4 Vendor should include the reference's Point of Contact (POC) for the applicable Client Project Lead for each installation. This information should consist of the POC name; job title; project title (if different than standard job title); phone number, with extension; email address; fax number; physical work location address (PO boxes are not acceptable); and the entity for which the work was performed.

2.3.5 Vendor's response should provide a minimum of two (2) successful projects related to a statewide officer training and certification systems. **The referenced projects should have a successfully completed implementation.** Projects that are in process, but not completed, may be used as options. The Vendor should have had primary responsibility (not acting as a sub-contractor) for the various phases of the projects including; analysis, process design, construction, pilot phases, and implementation. Projects where the Vendor's services have not been provided as the primary, or are still in the process of being put in place, may not satisfy this requirement. Clearly describe the goals and objectives and how they were met of those projects. Identify projects by

position as prime Vendor, or as subcontractor, and describe the nature and extent of the involvement with an OTIS which includes internet solutions. Prime Vendor and subcontractor experience should be listed separately.

2.3.6 The DJCS **will** contact the Vendor customer reference(s) and successful project listed above, by telephone or other means, and **shall** evaluate the Vendor based upon these reference(s) and reported Vendor performance. All vendor references will be verified for accurate information. Provide the following information for each customer:

- 2.3.6.1 Firm or agency name
- 2.3.6.2 Firm or agency address
- 2.3.6.3 Name of contact person
- 2.3.6.4 Position Title of contact person
- 2.3.6.5 Telephone number for contact person
- 2.3.6.6 Fax phone number for contact person
- 2.3.6.7 E-mail address for contact person

2.3.7 The vendor should identify any and all subcontractors that will be involved in the development, implementation, training and ongoing support of this system. The primary vendor will be responsible for any and all work performed by subcontractors.

2.4 **Project and Goals:**

The DJCS is requesting proposals from Vendors interested in providing a readily available Commercial Off The Shelf (COTS) software solution that replaces the functionality of the Agency's legacy system, also the software solution should be functional in other statewide officer training and certification systems that can be readily modified as necessary by the vendor to meet the unique requirements of OTIS. The system must facilitate and support the input, manipulation, maintenance, tracking, display, distribution and retrieval of law enforcement officer employment, certification, training records for state, municipal and county law enforcement officers and the training programs in place to support their training and certification.

This system should be a turnkey offering of application software, technical support services, installation, and training. The successful vendor will be responsible for providing software customization services, migration services, support training and hosting services to meet these requirements.

The DJCS is cognizant that a single vendor may not be capable of meeting all goals and objectives. Vendors may elect to subcontract certain services. In such an event, the vendor will be solely responsible for all work performed under this contract. The vendor will 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.

- 2.4.1 **Database Tracking and Reporting** – Collect, track, maintain, and retrieve law enforcement officer employment, certification, conduct, training and firearms qualification records for state, city municipal and county law enforcement officers.

2.4.1.1 As the OTIS current system tracks officer employment status for one primary employment agency, the vendor should provide a new system with the ability to track multiple employers, while identifying one (1) employer as the officer's primary employer according to rank and training and certification requirements.

2.4.1.2 The system should provide retrieval, storing and tracking of organization information for all law enforcement agencies in the state.

2.4.1.3 The system should track and view record changes through an audit trail.

2.4.1.4 The system should provide for the implementation of a component in the new system addressing the tracking and monitoring of law enforcement employment and/or separation due to administrative or criminal misconduct.

2.4.1.5 The system should provide for the timely reporting of hires, separations, and terminations and the reasons for these events on specific forms set by statute and legislative rule. Absolute disqualifiers and certain conduct rising to the level defined by law and regulation are to be reported to the DJCS for review and determination of law enforcement certification eligibility or maintenance in WV.

2.4.1.6 The employing law enforcement agencies should be capable of reporting the types of events listed below to the DJCS.

2.4.1.6.1 Separation/termination not involving misconduct. (In WV, employment with a law enforcement agency is a required element of certification).

2.4.1.6.2 Suspensions/administrative leave involving misconduct.

2.4.1.6.3 Suspensions/administrative leave involving criminal charges and convictions.

2.4.1.6.4 The type of information that is collected for each of these events includes the following:

- Date of event
- Type/Nature of event
- Supporting/supplemental information
- Attestation of Authorizing Official
- Agency/body responsible for review and adjudication
- Disposition status

2.4.1.7 The system should provide comprehensive reporting capabilities in potentially three ways – standard reports, customizable reports and ad- hoc reporting as follows:

2.4.1.7.1 Standards Reports – Those that come pre-developed and are part of the system when it is put into operation, at a minimum but not limited to training reports, qualification reports, and instructor area of expertise.

2.4.1.7.2 Custom Reports – Those that the DJCS or other designated authorized users would be able to generate and add reports based on queries not routinely

handled, but yet address information maintained with the system and for the ability to customize existing reports as/when needed.

2.4.1.7.3 Ad-hoc Reports – The ability to answer those one time questions that **will** address information that is maintained with the system.

2.4.2 **Technical/System Requirements:** While the new system should address the DJCS's current technology requirements and needs it should also be built and marketed such that it allows for expanded functionality and scalability based upon future needs and growth.

2.4.2.1 The system should provide the ability to share the information stored within this system throughout the state to authorized law enforcement personnel as required, as well as shared with the U.S. Department of Homeland Security via Global Justice XML (GJXML) format.

2.4.2.2 The vendor should provide data migration and data conversion from the existing paper based and microfilm archival records to an electronic format.

2.4.2.3 The vendor should provide the server equipment necessary to host the application, database and web services. Please describe the equipment that you would provide.

2.4.2.4 The vendor should provide 99% scheduled uptime, excluding planned downtime for maintenance. The vendor should provide the uptime the vendor's other customers have experienced in the past twelve months.

2.4.2.5 The vendor should provide adequate capacity to ensure prompt response data inquiry / lookup and the data modification transactions, at all times. The vendor should describe how he will accomplish this functionality.

2.4.2.6 The vendor should provide periodic backups. The minimum acceptable frequency is differential backup daily and complete backup weekly.

2.4.2.7 The vendor should provide response times for input transactions, 1 (one) second or less not including network time. The vendor should describe the response times experienced by its current customers.

2.4.2.8 The vendor should provide Commercial off the Shelf (COTS) system with low cost of ownership.

2.4.2.9 The vendor should provide response time to queries and updates, 5 (five) seconds or less for 10,000 records not including network time. The vendor should describe the response time experienced by its current customers.

2.4.2.10 The vendor should provide the ability to adhere to the National Information Exchange model (NEIM) or GJXML data standards and import and export data. The vendor should provide an explanation of its experience in this area.

2.4.2.11 System Functionality

The intent of DJCS is to obtain an online officer training and certification tracking system where authorized personnel within agencies can enter training and employment history directly into the system. The system should allow the agencies to query data and produce general reports based on their queries.

2.4.2.11.1 Officer Information

2.4.2.11.1.1 The system should have the ability for designated users to create a new officer record with a unique identifier/SSN or update existing officer records.

2.4.2.11.1.2 The system should have the ability to flag/designate any prohibition to an individual being able to work as an officer in West Virginia, list the reason and to allow for searches by designated users as to ban existing and the ability to lift the prohibition.

2.4.2.11.1.3 The system should have the ability for the officer to update limited parts of his officer file as to address, email address and home phone number through a web browser interface.

2.4.2.11.2 Employment History

2.4.2.11.2.1 The system should have the ability for designated users to track/edit an officer's employment history, certification status, and any separations through a consolidated view of this information.

2.4.2.11.2.2 The system should have the ability to track officer's current work status at multiple law enforcement agencies and reflect status at each agency, as to full time and/or part time and rank. The new system **will** need the ability to track multiple employers while designating one employer as the officer's primary employer according to training and certification requirements.

2.4.2.11.2.3 The system should track an officer's status; i.e. active, resigned, dismissed, military activation, workers compensation, off injured, suspended, etc; in relation to the officer's training and certification requirements.

2.4.2.11.2.4 The system should track an officer's behavior/conduct history as relating to each employer's and other government entity's actions resulting in suspensions, reduction in rank, dismissal and criminal charges as well as the status of their adjudication.

2.4.2.11.3 Officer Certification

2.4.2.11.3.1 The system should have the ability to track an officer's certification.

2.4.2.11.3.2 The system should have the ability to calculate/determine an officer's eligibility for re-certification or need for de-certification.

2.4.2.11.3.3 The system should have the ability to track primary and advanced certifications.

2.4.2.11.3.4 The system should automatically update an officer's certification status based on the successful completion of a certifying/re-certifying course.

2.4.2.11.3.5 The system should have the ability to produce numerous reports for a variety of designated users.

2.4.2.11.3.6 The system should provide the ability for designated users to add new certification types and to specify the associated business rules.

2.4.2.11.3.7 The system should have the ability to calculate, for all officers and all certification types, whether an officer is eligible for re-certification or if the officer needs to be decertified.

2.4.2.11.3.8 The system should have the ability to provide for automatic renewal or automatic expiration of officers.

2.4.2.11.3.9 The system should be able to produce numerous reports and letters.

2.4.2.11.3.10 The system should have the ability to identify whether an officer has met his In-Service training requirements for the current training period by the business rules in place.

2.4.2.11.4 **Instructor Information**

The DJCS tracks individuals who are certified to teach in-service training classes within the State. The system should:

2.4.2.11.4.1 Allow for the generation of individual files for each instructor that **will** list contact information, instructor certification dates for each area of expertise, areas of expertise listing, and a listing of the classes the instructor has taught. Allow for limited access for the instructor to update his individual file with address and contact information, i.e. email address, phone number, and employer.

2.4.2.11.4.2 A listing/report of the instructors and their current certified areas of expertise should be provided.

2.4.2.11.4.3 Track information of classes taught and classes taken, skills learned by the instructor in relation to the maintenance of their certification in each listed area of expertise.

2.4.2.11.4.4 Automatically review instructor areas of expertise when renewal criteria, classes taught and/or training taken by instructor are met.

2.4.2.11.4.5 Generate notices to the instructors concerning the status of their certification if automatic renewal criteria are not met.

2.4.2.11.4.6 Give applicable in-service credit for classes taught in conjunction with legislative rule allowance for those instructors who are also certified West Virginia law enforcement officers.

2.4.2.11.5 **System Administration**

2.4.2.11.5.1 Ability for designated users to approve and maintain officer training records and firearms qualification records.

2.4.2.11.5.2 Ability for designated users to assign course numbers.

2.4.2.11.5.3 Ability for designated users to add new officer records.

2.4.2.11.5.4 Ability for designated users to modify the course number list.

2.4.2.11.5.5 Ability for designated users to modify officer records.

2.4.2.11.5.6 Ability for designated users to modify agency records.

2.4.2.11.5.7 Ability for designated users to modify course and/or sessions records.

2.4.2.11.5.8 Ability for the designated users to add new instructor records and to modify/add records.

2.4.2.11.6 **Agency Data**

2.4.2.11.6.1 Ability for designated users to add an agency, assigns a unique ORI/ NCIC number, and classify the agency by categories.

2.4.2.11.6.2 Ability for designated users to update agency contact information.

2.4.2.11.7 **Course Approval:** Per current DJCS procedure, once a course has been added to the master course listing, the following information should be viewable on the DJCS or other approved website:

2.4.2.11.7.1 Course information (i.e. approved length of class, type of in-service approved – annual, supervisory or both, open or closed to outside agencies, and cost).

2.4.2.11.7.2 Name

2.4.2.11.7.3 Location

2.4.2.11.7.4 Registration information

2.4.2.11.8 **System Administration**

2.4.2.11.8.1 Ability for designated users to assign user rights and permissions.

2.4.2.11.9 **User Options**

2.4.2.11.9.1 Ability for designated users to create user accounts and initially assign a password.

2.4.2.11.9.2 Ability for users to change their individual password at any time.

2.4.2.11.9.3 Ability to allow/approve designated users within all law enforcement agencies to view the training and certification records for the officers employed by them.

2.4.2.11.9.4 Ability to restrict an agency's access to only their officer's records.

2.4.2.11.9.5 Ability to restrict an agency's access to only certain fields of their officer's records.

2.4.2.11.9.6 Ability for agencies to create their own ad hoc queries.

2.4.2.11.9.7 Ability for designated users to create user accounts and assign associated rights and permissions.

2.4.2.11.10 Hardware/Software Requirements

2.4.2.11.10.1 The State of West Virginia has a number of Statewide Technology contracts that has standardized on hardware and software products for state government. All specialized equipment, hardware and/or software should be outlined in Attachment B.

2.4.2.11.10.2 Vendor should agree to work directly with the WV Office of Technology IT staff and hardware vendors to ensure system functionality.

2.4.2.11.10.3 The proposed system functions on three DJCS workstations. Provide within the response to this RFP, four (4) new hardware workstations and at a minimum 22 inch monitor, one (1) each for the LET Coordinator, administrative assistant, a workstation and monitor for new staff being hired and the administrative staff at the Academy. Set up each workstation and monitor with the hardware/software to allow for scanning of documents into the training system. This workstation would be of sufficient design and be equipped with applicable software to adequately allow it to handle the requirements of the training system, as well as the requirements of the individual's job function at that position.

2.4.2.11.10.4 The WV Office of Technology regularly distributes Microsoft Updates to all workstations connected to its network. The solution proposed by the vendor must be able to receive and make these updates. The Vendor will work with IT staff to resolve issues which may arise concerning the functionality of the proposed system.

2.4.3 ERP (Enterprise Resource Planning)

2.4.3.1 The Vendor should explain its experience in integrating and/or interfacing with complex, modular systems, such as those commonly found in Enterprise Resource Planning Systems (ERP's).

2.4.4 Security

2.4.4.1 The System should provide the multi-level security component to be configured:

2.4.4.1.1 Provide the complete access and the ability to setup additional users with more limited access capabilities to two (2) DCJS and Office of Technology staff system administrators.

2.4.4.1.2 Provide the access to the rest of the applicable DJCS and Academy staff to read, create and change all the records.

2.4.4.1.3 Provide the access to certain outside agency representatives to read, create and change data pertaining to their organization only.

2.4.4.1.4 Provide a role-based, multi-tiered security structure that at a minimum supports individual and group permissions and allows for low-level access control based on organizational affiliation.

2.4.5 Document Management/Work flow: Given the significant volume of paperwork that the DJCS receives, processes, stores, and subsequently retrieves, another requirement for the requested automated system is a document management/workflow solution. The components that support the internal and external requests are flexible and user defined. Locations and users are expanded by the authorized users for Document scanning and imaging at DJCS and Academy

2.4.5.1 The system should provide the workflow components that support the internal DJCS processes and is flexible and user-definable.

2.4.5.2 The system should provide the workflow components that support external requests that are received via fax or e-mail. This component should be flexible and user-definable.

2.4.5.3 The system should provide the functionality to redact fields prior to printing the record that are necessary for FOIA requests.

2.4.5.4 The system should provide ability to allow individual officers and designated authorized agency representatives to view and print approved records, at a minimum but not limited to training certificates, and letters.

2.4.6 Learning Management System: The DJCS is seeking to obtain a comprehensive, scalable learning management system that provide a centralized administration, management, delivery, tracking for completion of classes and identification of the need for an officer to complete the class, (either as a onetime training or for identifying the need to take update or periodic training on the class subject); and reporting of training and learning activities. Provide design and development, implementation, software licensing fees, support and maintenance

The Vendor should describe its system will provide the following features, functionality and processes:

2.4.6.1 Development

The State has standardized on Microsoft products. The Learning Management System should be developed using Microsoft ASP.NET and .NET technologies with the SQL server database.

2.4.6.2 Logon

Depending upon the final design of the solutions the LMS handles Single Sign-on and Self Registration.

2.4.6.3 End-User Portal

2.4.6.3.1 Provide the list of features exists within the end-user view of the LMS where the users can access the course information and training material.

2.4.6.3.2 Provide the ability to view the courses for which the individual is registered.

2.4.6.3.3 Provide the ability to view and print the transcript. The transcripts include all the courses taken (Class name, class type, and class date), pass/fail info, and number of credits for each course. The courses can be categorized (i.e. courses indentified as being statewide or agency wide).

2.4.6.3.4 Provide the emails for officer, instructors and managers.

2.4.6.3.5 Facilitate to register for, take, or download iLT, WBT, video clips, audio clips, Excel spreadsheets, Word documents, PDF files, and PowerPoint presentations.

2.4.6.3.6 Support for Internet Explorer, Firefox, Netscape, and Safari browsers.

2.4.6.4 Administration Portal: Provide two (2) levels of access- administration and manager. Additional levels can be defined as needed.

2.4.6.4.1 The administration level of access

2.4.6.4.1.1 Define user roles and privileges on an ad hoc basis.

2.4.6.4.1.2 Provide the ability to filter content for particular user groups and set up and control access to threaded discussion groups.

2.4.6.4.1.3 Full online administration interface in a browser-only, implementation (no ActiveX or plug-in controls).

2.4.6.4.1.4 Provide the ability for the administrator to enter or import students into the database to enter officer name, position, login numbers, and organization, etc.

2.4.6.4.1.5 Integrate with external databases for live connections across firewalls in a hosted solution environment.

2.4.6.4.1.6 Ability for the administrator to enter or import courses into the learning management system and enter the course title, course description, course

type/category, assessment password (if applicable), data tracking standard (SCORM), etc.

2.4.6.4.1.7 Provide a form for creating and delivering online assessments.

2.4.6.4.1.8 Provide the access to the individuals of manager level (this is one level of access).

2.4.6.4.1.9 Facilitate to look up and print reports; employee transcripts, class roster, course information (who has taken a course, pass/fail, date taken).

2.4.6.4.1.10 Enable to sort/filter reports and lists by such information as agency, scores, and completion.

2.4.6.4.1.11 Provide the ability to complete a data extraction (data dump) in order to create customized reports.

2.4.6.4.2 The manager level of access

2.4.6.4.2.1 Provide access to all the reports and transcripts for employees within his/her agency or agency.

2.4.6.4.2.2 Provide management structure within the Learning Management System as defined by the DJCS.

2.4.6.4.2.3 Provide the levels of access that include: Officers, Instructors, Managers, and Administrators.

2.4.6.4.2.4 Provide access to the reports that can be viewed by: Instructors, Managers, and Administrators.

2.4.6.4.2.5 Provide access to the ad hoc reports, customized reports and canned reports and other custom reports.

2.4.6.5 Content: The proposed solutions provide capabilities for custom homepage content that can be tailored to the end user's specific logon.

2.4.6.6 Data Tracking: Support the SCORM standard data tracking, as defined by the ADL (Advanced Distributed Learning) by LMS.

2.4.6.7 Data Management System

2.4.6.7.1 Provide the ability to store at least the Agency contact information, Instructor and Transcript information and the course and class information in back-end database that powers the LMS.

2.4.6.7.2 Facilitate to store Officer Name, position, login number, agency and address verification and track.

2.4.6.7.3 Primary employer has the ability to store Agency contact information and officer listing by agency.

2.4.6.7.4 Provide the ability to store Instructor information of applicable (name, agency, certification status, etc.) and transcript information for each individual which include: courses registered for, courses completed, course scoring and search capabilities.

2.4.6.7.5 Provide the ability to store the course title, course number, class description, class type, assessment password, (if applicable), and number of In-service credits for each WBT (Web Based Training) course and archived courses completed.

2.3.6.8 Platforms (Server, Database and Client)

2.4.6.8.1 The system should provide Microsoft Windows operating system targeted sever platform running IIS (Internet Information Services) web server version 5.0 or later and the 1.1 version of the Microsoft .NET Framework.

2.4.6.8.2 Should provide Microsoft SQL Server version 7.0 or later for targeted database server.

2.4.6.8.3 Should provide Microsoft IE (Internet Explorer) web browser version 5.5 or later for targeted client platform.

2.4.6.8.4 Should provide a targeted screen resolution of 800x600 or higher for the client platform.

2.4.6.8.5 The servers should be configured to achieve an acceptable level of system performance based on 100% growth of the current application.

2.4.6.9 Hosting

2.4.6.9.1 The vendor should describe the hosting environment they will be providing.

2.4.6.9.2 The vendor should describe its intrusion-detection and firewall protection hosting environment as a whole.

2.4.7 System Implementation & Testing

The vendor is responsible for complete system installation and implementation for all system components provided as part of this RFP.

2.4.7.1 The vendor should provide the DJCS with a full implementation plan and schedule with well defined action dates and milestones. The vendor and DJCS should review this schedule and DJCS approving it. The vendor should submit weekly status reports, via conference call, concerning implementation activities. Status reports should continue until 30 days after the complete system has been successfully brought into production.

2.4.8 Project Management:

2.4.8.1 The Vendor should describe its experience in using a formalized approach to project management, which is compliant with the PMBOK (Project Management Book of Knowledge)

2.4.8.1.1 The Vendor's Project Manager should facilitate the status meetings on a periodic and as needed basis to discuss current project activities and address questions, issues, and concerns.

2.4.8.1.2 The Vendor's Project Manager should facilitate to maintain and update a detailed project work plan through the full term of the implementation process and submit to the DJCS's Project Manager on a date and time that are determined during contract negotiations.

2.5.8.2 The vendor should provide the anticipated timeframes within which each phase should be completed. Vendor should complete the entire effort as expeditiously as possible after the contract is awarded. The system should be successfully implemented by December 1, 2011 and training by December 15, 2011.

2.4.8.1.4 The Vendor's Project Manager should submit the project work plan to the DJCS's Project Manager on a bi-weekly basis or at an alternative period of time that is formally specified and agreed to in writing by the DJCS's Project Manager.

2.4.9 System Warranty, Maintenance & Support

The current OTIS system has been effective for at least five (5) years. It is anticipated that a replacement system should remain effective for an appropriate period of time.

2.4.9.1 The Vendor should follow the procedure described below for all problems reported concerning the OTIS system:

2.4.9.1.1 Provide online/telephone system support to the DJCS offices beginning at 8:00 am through 5:00 pm Eastern Standard Time Monday through Friday.

2.4.9.1.2 Provide the telephone response in 2 hours when DJCS contact the vendor.

2.4.9.1.3 A qualified technician, who is fluent in conversational English, respond via phone to address all calls in accordance with the importance and criticality of the question being asked and/or the problem being reported.

2.4.9.1.4 Provide on-site technical support for problems that cannot be resolved via telephone or remote access.

2.4.9.1.5 Direct the issues that are not resolved to the vendor's contract administrator for immediate resolution.

2.4.9.1.6 Provide a weekly log of trouble calls and the status of the resolution of each issue.

2.4.9.1.7 During this time provide software upgrades and services necessary to keep the system operational. After the warranty maintenance period has expired, the State requires three, one year maintenance renewal options.

2.4.10 System Training & Documentation

2.4.10.1 The vendor is to provide the DJCS and the academy staff a train-the-trainer program for the length of the contract and provide training materials in electronic format. The Vendor should describe his training program.

2.4.10.2 The Vendor should provide hands-on Administrator Level Training for a limited number of individuals from the DJCS. Any material produced to accommodate this requirement would become the property of the DJCS with permission to reproduce this documentation as necessary.

2.4.11 Additional Desirables – Provide Detail Responses: Although desirable features are not mandatory for compliance with the OTIS System, all respondents should address each feature listed below and provide any associated cost in Attachment C. It is the vendor's option to include any of these desirable features at no cost within the proposed base system functionality (if the option is not available, please state this in your response). If the vendor opts to include a desirable feature, they should include the option in the cost proposal and indicate that it is included at zero (\$0.00) on the cost proposal.

2.4.11.1 Provide the option for the State to host the system and not the vendor. The vendor should describe, in detail, listing of the hardware, software, network infrastructure, operating systems, programming language, development tools, management tools, and any other components that are required for the proposed solution to be successfully installed and maintained.

2.4.11.2 Provide description of an online registration system to register officers in specific classes to be considered in the near future.

2.4.11.3 Provide description whether the system can be customized without the vendor's assistance and how easy is this accomplished.

2.4.11.4 Provide the ability to electronically transmit agency addresses listed via E-mail.

2.4.11.5 Provide the description of the ability to store officer's photograph.

2.4.11.6 Provide the description of the ability to import the officer's photograph.

2.4.11.7 Provide the description, in detail, how the system will integrate with Microsoft Word Describe the items below:

Integrating with Microsoft Word

- Ability to generate merge files for letters.
- Ability to generate merge files for course instructions.
- Ability for designated users to create new letters.
- Ability for designated users to create new course instructions.
- Ability for designated users to create custom documents.

2.5 Mandatory Requirements

The mandatory requirement in Section 2.5 will be deliverables upon award of this RFP.

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.5.1 Database Tracking and Reporting

2.5.1.1 The system **must** collect, track, maintain, and retrieve law enforcement officer employment, certification, training, conduct/behavior and firearms qualification records for state, city municipal and county law enforcement officers.

2.5.2 Technical/System Requirements:

The system and technical requirements **must** include the following:

2.5.2.1 The system **shall** provide full, comprehensive training records by program, class, course, and segment, instructor who taught the course, exams and grades.

2.5.2.2 The system **shall** provide the tracking of qualifications, firearms and applicable skill and certifications (with expiration dates) and any awards based on training and scores.

2.5.2.3 The system **will** provide a web-based system that is distributed securely throughout the state. Users require only Microsoft Internet Explorer 6.0 or higher.

2.5.2.4 The system **must** replace the functionality and the data requirements of the OTIS legacy system.

2.5.2.5 The system **shall** provide the ability to export data using commonly accepted record delimiters.

2.5.2.6 The system **will** provide the ability to import data using commonly accepted record delimiters and unique record identifiers.

2.5.2.7 The proposed system **must** provide a role-based, multi-tiered security structure that at a minimum supports individual and group permissions and allows for row-level access control based on organization affiliation.

2.5.2.8 The vendor **must** convert all existing data; electronic, paper and microfilm; from the current system and training support program to the new system and establish a timeframe for the conversion. The vendor shall provide for a plan and execution for this conversion. The System **must** be capable of retrieving, storing and tracking all law enforcement officer, instructor and agency records with in it.

2.5.2.9 The system **must** accommodate the interface functionality to the work station/user at West Virginia State Police Academy.

2.5.2.10 Adhere to and support the business rules established and approved by the LET Subcommittee and be in accordance with all WV statutory and legislative rule requirements. The vendor **must** provide updates and modifications to the system in order to be in agreement with the WV statutory and legislative rules and regulations throughout the contract period.

2.5.2.11 Support a minimum of 50 concurrent users, and permit incremental user growth (preferably in increments of 25).

2.5.2.12 The system **must** provide designated users the ability to restrict permissions to browse/view capabilities only.

2.5.2.13 The system **must** provide designated users the ability to restrict officer access to their own records and to their own department.

2.5.2.14 The system **shall** facilitate user authentication to include the assignment of individual access accounts unique associated passwords or SSN.

2.5.2.15 The system **must** provide a platform for the delivery of web based training programs that would be available through the learning management system's web browser, and to track the completion of such programs as to officers completing, not completing and/or identify when officers need update training in the applicable subject area.

2.5.2.16 System Functionality

2.5.2.16.1 The Vendor **must** provide a readily available Commercial Off the Shelf (COTS) software solution that replaces the functionality of the Agency's legacy system.

2.5.2.16.2 The system **must** facilitate and support the input, manipulation, maintenance, tracking, display, distribution, and retrieval of law enforcement officer employment, certification, training records for state, municipal and county law enforcement officers and the training programs in place to support their training and certification.

2.5.3 Hardware/Software Requirements

2.5.3.1 The proposed system **shall** function on the DJCS and Academy workstations. The vendor **shall** include within the response to this RFP, the provision of four (4) new hardware workstations, one (1) each for the LET Coordinator, LET administrative assistant, a workstation for new staff being hired and the administrative staff at the Academy. Each workstation **will** be set up with the hardware/software to allow for scanning of documents into the training system. These workstations **will** be of sufficient design and be equipped with applicable software to adequately allow it to handle the requirements of the new OTIS system, as well as the requirements of the individual's job function at that position.

2.5.3.2 In the event that the agency is required to purchase hardware from a state-wide contract, the vendor **will** be required to work directly with contract vendors to resolve operational issues. The vendor **must** provide minimum specifications required for all workstations and servers, to ensure system compatibility with the vendor's proposed solution.

2.5.4 ERP (Enterprise Resource Planning)

2.5.4.1 The State of WV is in the process of implementing an Enterprise Resource Planning (ERP) system. The successful vendor **must** demonstrate the ability to integrate and/or interface with complex, modular systems, such as those commonly found in Enterprise Resource Planning Systems (ERPs).

2.5.5 Security

2.5.5.1 The vendor **must** notify the LET Coordinator or designated contact within the West Virginia Office of Technology of a security breach incident within three hours of first knowledge and must be checked to see if it complies with WV's Breach Law.

2.5.5.2 The system **must** meet the security standards of the U.S. Department of Homeland Security 4300 A Circular.

2.5.5.3 The vendor **must** comply with applicable West Virginia statutes, rules and policies addressing personal data.

2.5.5.4 The vendor **shall** provide a secure hosting infrastructure of the maximum confidentiality; no unauthorized access, integrity; no tampering and authenticity; no impersonation.

2.5.5.5 The vendor **shall** provide that no data in its custody **will** be used for any circumstances other than those agreed to in any hosting contract.

2.5.6 Document Management / Work Flow

2.5.6.1 Document scanning and imaging at the DJCS and Academy by designated authorized users **must** have the ability to expand additional approved locations and users.

2.5.6.2 The system **must** provide a document indexing for reference and retrieval.

2.5.6.3 The system **must** allow concurrent users.

2.5.6.4 The system **must** integrate with the officer records application. For example, ability to access related scanned documents from within the officer records application using established links.

2.5.6.5 End-User Portal

2.5.6.5.1 The system **must** be able to register for, take, or download iLT, WBT (Web Based Training), video clips, audio clips, Excel spreadsheets, Word documents, PDF files, and PowerPoint presentations.

2.5.6.5.2 The system **must** support Internet Explorer, Firefox, Netscape, and Safari browsers.

2.5.6.6 Data Tracking

The LMS **must** support the SCORM standard data tracking, as defined by the ADL (Advanced Distributed Learning).

2.5.6.7 Data Management System

2.5.6.7.1 The back-end database that powers the LMS **must** store at least the following information:

- Officer name,
- Position,
- Login number (social security number),
- Agency and address verification, and
- Track (different training tracks).

2.5.6.8 Platforms (Server, Database and Client)

2.5.6.8.1 The targeted server platform **must** be a Microsoft Windows operating system running IIS (Internet Information Services) web server version 5.0 or later and the 1.1 version of the Microsoft .NET Framework.

2.5.6.8.2 The targeted database server **must** be a Microsoft SQL Server version 7.0 or later.

2.5.6.8.3 The targeted client platform **must** be the Microsoft IE (Internet Explorer) web browser version 5.5 or later.

2.5.6.8.4 The core portal system **must** function fully without the use of additional client software. No plug-ins or ActiveX controls should be required on the client machine.

2.5.6.8.5 The targeted client bandwidth **must** be an Internet connection of 56k. Courseware should be launched on the server that hosts the courseware and the Learning Management System.

2.5.6.8.6 The targeted screen resolution for the client platform **must** be 800x600 or higher.

2.5.6.9 Hosting

2.5.6.9.1 Vendor **will** provide hosting for the LMS and for courseware.

2.5.6.9.2 Provide that hosting environment, as a whole, **must** have the most aggressive intrusion-detection and firewall protection.

2.5.6.9.3 The vendor **will** host a server at their location to accommodate all the requirements of this RFP.

2.5.6.9.4 The vendor **will** provide the necessary server equipment to host the application, database and web services.

2.5.7 System Implementation & Testing

2.5.7.1 The vendor **shall** be responsible for complete system installation and implementation for all system components provided as part of this RFP.

2.5.7.2 The vendor **shall** provide the DJCS with a full implementation plan and schedule with well defined action dates and milestones. This schedule **shall** be reviewed by both parties and **must** be approved by the DJCS.

2.5.7.3 The vendor **shall** be required to appoint a project manager to work directly with the DJCS and the WVOT Project Management Office.

2.5.7.4 The implementation and development schedule **shall** become part of the resulting contract. Any deviation from the proposed schedule **shall** require approval by the DJCS.

2.5.7.5 The vendor **shall** perform a complete system test of all OTIS system components. At a minimum the test **shall** include processing of each transaction outlined in this RFP as well as production of system reports and management functions.

2.5.7.6 The vendor **will** not implement any system or component thereof that the DJCS has not tested and approved in writing.

2.5.7.7 The production OTIS system **shall** not be rolled out to the DJCS offices until all phases of the system testing have been completed successfully and results have been approved by DJCS contract administrator in writing.

2.5.8 Project Management

The successful bidder **will** be required to utilize a formalized approach to project management, which is compliant with the PMBOK and WV Office of Technology (WVOT) Enterprise Project Management Office (EPMO) and includes the following:

2.5.8.1 The successful vendor **must** assign an experienced and skilled project manager to the project. This Project Manager will be responsible for the successful completion of all work tasks and deliverables as defined within the project work plan and will work under the direction of the DJCS's Project Manager and under oversight direction from the WVOT Project Manager to ensure that all work is performed in accordance with the terms and conditions of the contract.

2.5.8.2 The successful vendor's Project Manager **will** be required to maintain a detailed project work plan through the full term of the implementation process. The vendor's Project Manager **will** be required to submit an updated work plan to the DJCS's Project Manager and WVOT Oversight Project Manager on a date and time that **will** be determined during contract negotiations. Vendor **must** complete the entire effort as expeditiously as possible after the contract is awarded. The system **must** be successfully implemented by December 1, 2011 and training by December 15, 2011.

2.5.8.3 The successful vendor's Project Manager **will** be required to track and report on via status reports the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determine appropriate when establishing the project Charter. The successful vendor **will** work with the DJCS Project Manager and the WVOT Oversight Project Manager to establish, publish and follow a formal communications plan.

2.5.8.4 **WVOT Project Management Oversight**

Pursuant to West Virginia Code § 5A-6-4b, the WV Office of Technology (WVOT) Enterprise Project Management Office (EPMO) has the responsibility for managing information technology projects and providing oversight for state agency information technology projects. EPMO uses a project management methodology based on the Project Management Institute, Project Management Body of Knowledge (PMBOK). EPMO offers a methodology to its customers and their vendors that encompass a variety of templates and tools for project management.

Project oversight is an independent review and analysis of project artifacts and processes to determine if the project is on track, to be completed within the estimated schedule and cost, and will provide the functionality required by the sponsoring organization. The WVOT Project Manager performing oversight for the OTIS project will insure the contracted Project Manager utilizes a formalized approach to project management, which is compliant with the PMBOK. Specifically, project oversight:

2.5.8.4.1 Establishes a governance structure for projects (and programs) to evaluate project performance, provide resources, address significant project risks and issues and approve significant changes in scope or objectives.

2.5.8.4.2 Requires formalized project communications to provide accurate, timely communications related to project progress, budget, schedule, scope and changes.

2.5.8.4.3 Identifies and quantifies any issues and risks that could negatively impact the achievement of project objectives.

2.5.8.4.4 Periodically, assesses and confirms the concept, scope, and objectives of the project.

2.5.8.4.5 Validates compliance with the project management methodology and ensures that project management standards and best practices, as appropriate for the given project are followed and documented throughout a project life-cycle.

2.5.8.4.6 Evaluates a project team's performance using a prescribed set of checks and balances integral to established processes such as strategic planning, investment management, funding and project execution.

2.5.9 **System Warranty, Maintenance & Support**

2.5.9.1 The current OTIS system has been effective for the period of at least five (5) years. It is anticipated that a replacement system should remain effective for an appropriate period of time.

2.5.9.2 The Vendor **shall** be responsible for statewide support, delivery, installation and maintenance of the system resulting from this RFP.

2.5.9.3 The primary point of contact for all calls concerning the system **shall** be the Helpdesk. Maximum acceptable down time for any location is four hours.

2.5.9.4 The following procedure **shall** be followed for all problems being reported concerning the OTIS system:

2.5.9.5 The vendor **will** be required to provide online/telephone system support to the DJCS offices beginning at 8:00 am through 5:00 pm Eastern Standard Time Monday through Friday.

2.5.9.6 A qualified technician, who is fluent in conversational English, **will** respond via phone to address all calls in accordance with the importance and criticality of the question being asked and/or the problem being reported. The vendor **will** agree to provide on-site technical support for problems that cannot be resolved via telephone or remote access.

2.5.9.7 No issues **shall** remain unresolved for more than four hours.

2.5.9.8 The system **shall** be provided with a two year maintenance period. During this time the vendor will be required to provide software upgrades and services necessary to keep the system operational within the business requirements of the state training Statutes and Legislative rules. After the maintenance period has expired, the State **will** require three, one year maintenance renewal options.

2.5.9.9 The vendor **shall** ensure that the original software, source code, object code and all modifications, throughout the life of any agreement resulting from the release of this RFP, **will** be held in escrow, to be released to the agency upon termination of said agreement. It is further understood that the State **will** retain a perpetual license to the object code.

2.5.9.10 Any upgrades or system modifications **must** be installed from the central server to all of the workstations to insure that all machines are functioning on the same version of the software.

2.5.9.11 The State **will** require the vendor to extend the system warranty period if identified deficiencies have not been corrected.

2.5.9.12 In the event that the vendor and/or subcontractors are unable to remedy identified deficiencies, the State reserves the right to hire another vendor to remedy the situation. This **will** be at the contract vendor's expense.

2.5.9.13 Any changes to the production OTIS **shall** be approved in writing by the DJCS prior to rollout to workstations attached to the system. The authorizing authority for system modifications **will** be identified during contract negotiations.

2.5.9.14 The vendor **shall** be responsible for distributing modifications to all workstations once modifications have been tested and approved by DJCS management.

2.5.10 System Training & Documentation

2.5.10.1 The vendor **shall** provide the DJCS with a train-the-trainer program and training materials provided in electronic format. The vendor will be responsible for providing system training during installation as performed at each site. Any material produced to accommodate this requirement shall become the property of the DJCS with permission to reproduce this documentation as necessary.

2.5.10.2 The successful vendor **will** be required to provide the DJCS with system documentation that provides in depth detail for each function/component of the OTIS system. This documentation **shall** be in written and electronic format and the DJCS **shall** be provided with the permission to reproduce this documentation as necessary.

2.5.10.3 In the event that system changes are made, the successful vendor **will** be required to update system documentation accordingly.

2.6 Oral Presentation

State agencies have the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

2.6.1 Materials and Information Required at Oral Presentation:

- Presentation summarizing how the vendor will meet the Project Goals and Objectives;
- The presentation time shall be limited to forty-five (45) minutes with a question and answer session afterwards;
- At a minimum, the designated Project Manager and Functional/Operational Lead must attend the Oral Presentation.

SECTION THREE: VENDOR PROPOSAL

3.1 **Economy of Preparation:** Proposals should be prepared simply and economically providing a straightforward, concise description of the Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of the content.

3.2 **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

3.3 **Proposal Format:** Vendors should provide responses in the format listed below:

Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

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

Attachment A: Within the attached response sheet (**Attachment A: Vendor Response Sheet**), provide the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Also, describe the approach and methodology proposed for this project. This should include how each of the goals and objectives listed is to be met. Please label all the responses by section number as defined in Section 2.3 in the attached response sheet provided (**See Attachment A: Project Goals and Objectives**).

Attachment B: Complete **Attachment B: Mandatory Specification Checklist**. By signing and dating this attachment, the Vendor acknowledges that they meet or exceed each of these specifications as outlined in 2.5 of Section Two: Project Specifications. The State reserves the right to require documentation detailing how each is met at its discretion.

Attachment C: Complete **Attachment C: Cost Sheet** included in this RFP and submit in a separate sealed envelope. Cost should be clearly marked.

Oral Presentations: If established by the Agency in the Schedule of Events (Section 2.5), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 2.5. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

3.4 **Proposal Submission:** Proposals must be received in **two distinct parts**: technical and cost.

- **Technical proposals** must not contain any cost information relating to the project.
- **Cost proposal** shall be sealed in a separate envelope and will not be opened initially.

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.

3.4.1 Vendors should allow sufficient time for delivery. In accordance with **West Virginia Code** §5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal, which is delayed or late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law.

Vendors responding to this RFP shall submit:

One original technical and cost proposal plus 7 (seven) 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) for both the technical and the cost should be clearly marked:

| | |
|---------------|------------|
| Vendor: | _____ |
| Buyer: | TL/32 |
| Req #: | CJH201101 |
| Opening Date: | 06/07/2011 |
| Opening Time: | 1:30 p.m. |

- 3.5 **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.
- 3.6 **Resident Vendor Preference:** In accordance with *West Virginia Code* §5A-3-37, Vendors may make application for Resident Vendor Preference. Said application must be made on the attached Resident Vendor Certification form at the time of proposal submission.
- 3.7 **Technical Bid Opening:** The Purchasing Division will open and announce only the technical proposals received prior to the date and time specified in the Request for Proposal. The technical proposals shall then be provided to the Agency evaluation committee.
- 3.8 **Cost Bid Opening:** The Purchasing Division shall schedule a date and time to publicly open and announce cost proposals once the Agency evaluation committee has completed the technical evaluation and it has been approved by the Purchasing Division.

SECTION FOUR: EVALUATION AND AWARD

- 4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall 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.
- 4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

The following are the evaluation factors and maximum points possible for technical point scores:

| | (#) Points Possible |
|-------------------------------------|---------------------|
| A. Qualifications and Experience | 20 |
| B. Response to Goals and Objectives | 35 |
| C. Demonstration/Oral Presentation | 10 |
| D. Desirables | 05 |
| E. Cost | 30 |
| Total | 100 |

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

Lowest price of all proposal

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

- 4.2.1 Technical Evaluation: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.
- 4.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.
- 4.2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.
- 4.3 **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.
- 4.4 **Rejection of Proposals**: The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.
- 4.5 **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.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.
- 5.2 **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 Vendors 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.
- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in ***West Virginia Code*** §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.
- 5.2.2 **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 duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.
- 5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.
- 5.4 **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 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 subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose 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, licensing fees, *et cetera* 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.

- 5.4.1 Subcontracts/Joint Ventures: The Vendor may, with the prior written consent of the State, enter into subcontracts for performance of work under this contract.
- 5.4.2 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.
- 5.4.3 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 as provided by Federal, State, and local governments.
- 5.5. **Term of Contract and Renewals**: This contract will be effective upon award and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of 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 providing services pursuant to the terms of the contract.
- 5.6 **Non-Appropriation of Funds**: If funds are not appropriated for the Agency in any succeeding fiscal year for the continued use of the services covered by this contract, the State may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The State shall give the Vendor written notice of such non-appropriation 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.
- 5.7 **Changes**: If changes to the contract become necessary, a formal contract change order will be negotiated by the State, the Agency, and the Vendor.

As soon as possible, but not to surpass thirty (30) days after receipt of a written change request from the Agency, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written Statement identifying any price

impact on the contract. The Vendor shall provide a description of any price change associated with the implementation.

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

- 5.8 **Price Quotations:** The price(s) quoted in the Vendor'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 in the original specifications.
- 5.9 **Invoices and Progress Payments:** The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To." 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.

Vendor shall be required to complete the following milestones, which will be outlined in the project plan. Partial payments for system will be based upon the completion of these tasks as outlined.

| DJCS OTIS System | |
|---|------------------------------|
| Deliverable | Percentage of Payment |
| Vendor orientation to WV DJCS processes | - |
| System analysis | - |
| Completion and acceptance of system design | 35% |
| System development and testing | 25% |
| Installation, Implementation and training on use of system to designated individuals. | 15% |
| Final Acceptance by WVDJCS | 25% |

- 5.10 **Liquidated Damages:** According to *West Virginia Code* §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of **\$ 100.00 (per week)** for failure to provide (deliverables, meet milestones 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 any other additional remedy which the State or Agency may have legal cause for action.
- 5.11 **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 may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State shall order the Vendor 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 be terminated by the State with thirty (30) days prior notice pursuant to ***West Virginia Code of State Rules*** § 148-1-7.16.2.

5.12 Special Terms and Conditions:

5.12.1 Bid and Performance Bonds. A bid bond of \$5,000.00 and performance bond of \$100,000.00 will be required to accompany this proposal.

5.12.2 Insurance Requirements: *(Insurance certificates are required prior to award, but are not required at the time of bid).*

The Vendor, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts:

- a) For bodily injury (including death): \$500,000.00 per person, up to \$1,000,000.00 per occurrence.
- b) For property damage and professional liability: Up to \$1,000,000.00 per occurrence.

5.12.3 License Requirement: Workers' Compensation, Contractor's License, etc. *(List any specific licenses, or other special license requirements for your project, et cetera.)*

5.12.4 Protest Bond: Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000.00, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All protest bonds shall be made payable to the Purchasing Division and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the Purchasing Division. The money will be held in trust in the State Treasurer's office.

If it is determined that the protest has not been filed for frivolous or improper purpose, the bond shall be returned in its entirety.

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

Vendor shall have access to private and confidential data maintained by the Agency to the extent required for the 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 the 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 the Vendor.

Attachment A: Vendor Response Sheet

Provide firm and staff qualifications and experience in completing similar projects, as a part of this section the Vendor should provide:

2.3.1 An organization chart indentifying the Vendor's overall business structure and locations, including an explanation of the various services offered by the company.

Vendor Response

2.3.2 A minimum of three (3) current customer references. At least one (1) of these references shall be from the public sector. All the references shall be from accounts of a similar scope and complexity as the project outlined in this RFP. References telephone number and e-mail address shall be provided.

Vendor Response

2.3.3 Vendor should provide resumes of proposed project team members which provide adequate combined experience indicating a minimum of three (3) years of experience with all aspects of a Officers Training Information System, including software, installation, training, support and maintenance. Include copies of any staff certification or degrees applicable to this project. All resumes will be verified for accurate information.

Vendor Response

2.3.4 Vendor should include the reference's Point of Contact (POC) for the applicable Client Project Lead for each installation. This information should consist of the POC name; job title; project title (if different than standard job title); phone number, with extension; email address; fax number; physical work location address (PO boxes are not acceptable); and the entity for which the work was performed.

Vendor Response

2.3.5 Vendor's response should provide a minimum of two (2) successful projects related to a statewide officer training and certification systems. **The referenced projects should have a successfully completed implementation.** Projects that are in process, but not completed, may be used as options. The Vendor should have had primary responsibility (not acting as a sub-contractor) for the various phases of the projects including; analysis, process design, construction, pilot phases, and implementation. Projects where the Vendor's services have not been provided as the primary, or are still in the process of being put in place, may not satisfy this requirement. Clearly describe the goals and objectives and how they were met of those projects. Identify projects by position as prime Vendor, or as subcontractor, and describe the nature and extent of the involvement with an OTIS which includes internet solutions. Prime Vendor and subcontractor experience should be listed separately.

Vendor Response

2.3.6 The DJCS will contact the Vendor customer reference(s) and successful project listed above, by telephone or other means, and shall evaluate the Vendor based upon these reference(s) and reported Vendor performance. All vendor references will be verified for accurate information. Provide the following information for each customer:

- 2.3.6.1 Firm or agency name
- 2.3.6.2 Firm or agency address
- 2.3.6.3 Name of contact person
- 2.3.6.4 Position Title of contact person
- 2.3.6.5 Telephone number for contact person
- 2.3.6.6 Fax phone number for contact person
- 2.3.6.7 E-mail address for contact person

Vendor Response

2.3.7 The vendor should identify any and all subcontractors that will be involved in the development, implementation, training and ongoing support of this system. The primary vendor will be responsible for any and all work performed by subcontractors.

Vendor Response

Project Goals and Objectives contained in Section 2.4

2.4 Project and Goals:

The DJCS is requesting proposals from Vendors interested in providing a readily available Commercial Off The Shelf (COTS) software solution that replaces the functionality of the Agency's legacy system, also the software solution should be functional in other statewide officer training and certification systems that can be readily modified as necessary by the vendor to meet the unique requirements of OTIS. The system must facilitate and support the input, manipulation, maintenance, tracking, display, distribution and retrieval of law enforcement officer employment, certification, training records for state, municipal and county law enforcement officers and the training programs in place to support their training and certification.

This system should be a turnkey offering of application software, technical support services, installation, and training. The successful vendor will be responsible for providing software customization services, migration services, support training and hosting services to meet these requirements.

The DJCS is cognizant that a single vendor may not be capable of meeting all goals and objectives. Vendors may elect to subcontract certain services. In such an event, the vendor will be solely responsible for all work performed under this contract. The vendor will 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.

2.4.1 Database Tracking and Reporting – Collect, track, maintain, and retrieve law enforcement officer employment, certification, conduct, training and firearms qualification records for state, city municipal and county law enforcement officers.

2.4.1.1 As the OTIS current system tracks officer employment status for one primary employment agency, the vendor should provide a new system with the ability to track multiple employers, while identifying one (1) employer as the officer's primary employer according to rank and training and certification requirements.

Vendor Response

2.4.1.2 The system should provide retrieval, storing and tracking of organization information for all law enforcement agencies in the state.

Vendor Response

2.4.1.3 The system should track and view record changes through an audit trail.

Vendor Response

2.4.1.4 The system should provide for the implementation of a component in the new system addressing the tracking and monitoring of law enforcement employment and/or separation due to administrative or criminal misconduct.

Vendor Response

2.4.1.5 The system should provide for the timely reporting of hires, separations, and terminations and the reasons for these events on specific forms set by statute and legislative rule. Absolute disqualifiers and certain conduct rising to the level defined by law and regulation are to be reported to the DJCS for review and determination of law enforcement certification eligibility or maintenance in WV.

Vendor Response

2.4.1.6 The employing law enforcement agencies should be capable of reporting the types of events listed below to the DJCS.

2.4.1.6.1 Separation/termination not involving misconduct. (In WV, employment with a law enforcement agency is a required element of certification).

Vendor Response

2.4.1.6.2 Suspensions/administrative leave involving misconduct.

Vendor Response

2.4.1.6.3 Suspensions/administrative leave involving criminal charges and convictions.

Vendor Response

2.4.1.6.4 The type of information that is collected for each of these events includes the following:

- Date of event
- Type/Nature of event
- Supporting/supplemental information
- Attestation of Authorizing Official
- Agency/body responsible for review and adjudication
- Disposition status

Vendor Response

2.4.1.7 The system must should provide comprehensive reporting capabilities in potentially three ways – standard reports, customizable reports and ad- hoc reporting as follows:

2.4.1.7.1 Standards Reports – Those that come pre-developed and are part of the system when it is put into operation, at a minimum but not limited to training reports, qualification reports, and instructor area of expertise.

Vendor Response

2.4.1.7.2 Custom Reports – Those that the DJCS or other designated authorized users would be able to generate and add reports based on queries not routinely handled, but yet address information maintained with the system and for the ability to customize existing reports as/when needed.

Vendor Response

2.4.1.7.3 Ad-hoc Reports – The ability to answer those one time questions that will address information that is maintained with the system.

Vendor Response

2.4.2 **Technical/System Requirements:** While the new system should address the DJCS's current technology requirements and needs it should also be built and marketed such that it allows for expanded functionality and scalability based upon future needs and growth.

2.4.2.1 The system should provide the ability to share the information stored within this system throughout the state to authorized law enforcement personnel as required, as well as shared with the U.S. Department of Homeland Security via Global Justice XML (GJXML) format.

Vendor Response

2.4.2.2 The vendor should provide data migration and data conversion from the existing paper based and microfilm archival records to an electronic format.

Vendor Response

2.4.2.3 The vendor should provide the server equipment necessary to host the application, database and web services. Please describe the equipment that you would provide.

Vendor Response

2.4.2.4 The vendor should provide 99% scheduled uptime, excluding planned downtime for maintenance. The vendor should provide the uptime the vendor's other customers have experienced in the past twelve months.

Vendor Response

2.4.2.5 The vendor should provide adequate capacity to ensure prompt response data inquiry / lookup and the data modification transactions, at all times. The vendor should describe how he will accomplish this functionality.

Vendor Response

2.4.2.6 The vendor should provide periodic backups. The minimum acceptable frequency is differential backup daily and complete backup weekly.

Vendor Response

2.4.2.7 The vendor should provide response times for input transactions, 1 (one) second or less not including network time. The vendor should describe the response times experienced by its current customers.

Vendor Response

2.4.2.8 The vendor should provide Commercial off the Shelf (COTS) system with low cost of ownership.

Vendor Response

2.4.2.9 The vendor should provide response time to queries and updates, 5 (five) seconds or less for 10,000 records not including network time. The vendor should describe the response time experienced by its current customers.

Vendor Response

2.4.2.10 The vendor should provide the ability to adhere to the National Information Exchange model (NEIM) or GJXML data standards and import and export data. The vendor should provide an explanation of its experience in this area.

Vendor Response

2.4.2.11 System Functionality

The intent of DJCS is to obtain an online officer training and certification tracking system where authorized personnel within agencies can enter training and employment history directly into the system. The system should allow the agencies to query data and produce general reports based on their queries.

Vendor Response

2.4.2.11.1 Officer Information

2.4.2.11.1.1 The system should have the ability for designated users to create a new officer record with a unique identifier/SSN or update existing officer records.

Vendor Response

2.4.2.11.1.2 The system should have the ability to flag/designate any prohibition to an individual being able to work as an officer in West Virginia, list the reason and to allow for searches by designated users as to ban existing and the ability to lift the prohibition.

Vendor Response

2.4.2.11.1.3 The system should have the ability for the officer to update limited parts of his officer file as to address, email address and home phone number through a web browser interface.

Vendor Response

2.4.2.11.2 Employment History

2.4.2.11.2.1 The system should have the ability for designated users to track/edit an officer's employment history, certification status, and any separations through a consolidated view of this information.

Vendor Response

2.4.2.11.2.2 The system should have the ability to track officer's current work status at multiple law enforcement agencies and reflect status at each agency, as to full time and/or part time and rank. The new system will need the ability to track multiple employers while designating one employer as the officer's primary employer according to training and certification requirements.

Vendor Response

2.4.2.11.2.3 The system should track an officer's status; i.e. active, resigned, dismissed, military activation, workers compensation, off injured, suspended, etc; in relation to the officer's training and certification requirements.

Vendor Response

2.4.2.11.2.4 The system should track an officer's behavior/conduct history as relating to each employer's and other government entity's actions resulting in suspensions, reduction in rank, dismissal and criminal charges as well as the status of their adjudication.

Vendor Response

2.4.2.11.3 Officer Certification

2.4.2.11.3.1 The system should have the ability to track an officer's certification.

Vendor Response

2.4.2.11.3.2 The system should have the ability to calculate/determine an officer's eligibility for re-certification or need for de-certification.

Vendor Response

2.4.2.11.3.3 The system should have the ability to track primary and advanced certifications.

Vendor Response

2.4.2.11.3.4 The system should automatically update an officer's certification status based on the successful completion of a certifying/re-certifying course.

Vendor Response

2.4.2.11.3.5 The system should have the ability to produce numerous reports for a variety of designated users.

Vendor Response

2.4.2.11.3.6 The system should provide the ability for designated users to add new certification types and to specify the associated business rules.

Vendor Response

2.4.2.11.3.7 The system should have the ability to calculate, for all officers and all certification types, whether an officer is eligible for re-certification or if the officer needs to be decertified.

Vendor Response

2.4.2.11.3.8 The system should have the ability to provide for automatic renewal or automatic expiration of officers.

Vendor Response

2.4.2.11.3.9 The system should be able to produce numerous reports and letters.

Vendor Response

2.4.2.11.3.10 The system should have the ability to identify whether an officer has met his In-Service training requirements for the current training period by the business rules in place.

Vendor Response

2.4.2.11.4 Instructor Information

The DJCS tracks individuals who are certified to teach in-service training classes within the State. The system should:

2.4.2.11.4.1 Allow for the generation of individual files for each instructor that will list contact information, instructor certification dates for each area of expertise, areas of expertise listing, and a listing of the classes the instructor has taught. Allow for limited access for the instructor to update his individual file with address and contact information, i.e. email address, phone number, and employer.

Vendor Response

2.4.2.11.4.2 A listing/report of the instructors and their current certified areas of expertise should be provided.

Vendor Response

2.4.2.11.4.3 Track information of classes taught and classes taken, skills learned by the instructor in relation to the maintenance of their certification in each listed area of expertise.

Vendor Response

2.4.2.11.4.4 Automatically review instructor areas of expertise when renewal criteria, classes taught and/or training taken by instructor are met.

Vendor Response

2.4.2.11.4.5 Generate notices to the instructors concerning the status of their certification if automatic renewal criteria are not met.

Vendor Response

2.4.2.11.4.6 Give applicable in-service credit for classes taught in conjunction with legislative rule allowance for those instructors who are also certified West Virginia law enforcement officers.

Vendor Response

2.4.2.11.5 System Administration

2.4.2.11.5.1 Ability for designated users to approve and maintain officer training records and firearms qualification records.

Vendor Response

2.4.2.11.5.2 Ability for designated users to assign course numbers.

Vendor Response

2.4.2.11.5.3 Ability for designated users to add new officer records.

Vendor Response

2.4.2.11.5.4 Ability for designated users to modify the course number list.

Vendor Response

2.4.2.11.5.5 Ability for designated users to modify officer records.

Vendor Response

2.4.2.11.5.6 Ability for designated users to modify agency records.

Vendor Response

2.4.2.11.5.7 Ability for designated users to modify course and/or sessions records.

Vendor Response

2.4.2.11.5.8 Ability for the designated users to add new instructor records and to modify/add records.

Vendor Response

2.4.2.11.6 Agency Data

2.4.2.11.6.1 Ability for designated users to add an agency, assigns a unique ORI/ NCIC number, and classifies the agency by categories.

Vendor Response

2.4.2.11.6.2 Ability for designated users to update agency contact information.

Vendor Response

2.4.2.11.7 **Course Approval:** Per current DJCS procedure, once a course has been added to the master course listing, the following information should be viewable on the DJCS or other approved website:

2.4.2.11.7.1 Course information (i.e. approved length of class, type of in-service approved – annual, supervisory or both, open or closed to outside agencies, and cost).

2.4.2.11.7.2 Name

2.4.2.11.7.3 Location

2.4.2.11.7.4 Registration information

Vendor Response

2.4.2.11.8 System Administration

2.4.2.11.8.1 Ability for designated users to assign user rights and permissions.

Vendor Response

2.4.2.11.9 User Options

2.4.2.11.9.1 Ability for designated users to create user accounts and initially assign a password.

Vendor Response

2.4.2.11.9.2 Ability for users to change their individual password at any time.

Vendor Response

2.4.2.11.9.3 Ability to allow/approve designated users within all law enforcement agencies to view the training and certification records for the officers employed by them.

Vendor Response

2.4.2.11.9.4 Ability to restrict an agency's access to only their officer's records.

Vendor Response

2.4.2.11.9.5 Ability to restrict an agency's access to only certain fields of their officer's records.

Vendor Response

2.4.2.11.9.6 Ability for agencies to create their own ad hoc queries.

Vendor Response

2.4.2.11.9.7 Ability for designated users to create user accounts and assign associated rights and permissions.

Vendor Response

2.4.2.11.10 Hardware/Software Requirements

2.4.2.11.10.1 The State of West Virginia has a number of Statewide Technology contracts that has standardized on hardware and software products for state government. All specialized equipment, hardware and/or software should be outlined in Attachment B.

Vendor Response

2.4.2.11.10.2 Vendor should agree to work directly with the WV Office of Technology IT staff and hardware vendors to ensure system functionality.

Vendor Response

2.4.2.11.10.3 The proposed system functions on three DJCS workstations. Provide within the response to this RFP, four (4) new hardware workstations and at a minimum 22 inch monitor, one (1) each for the LET Coordinator, administrative assistant, a workstation and monitor for new staff being hired and the administrative staff at the Academy. Set up each workstation and monitor with the hardware/software to allow for scanning of documents into the training system. This workstation would be of sufficient design and be equipped with applicable software to adequately allow it to handle the requirements of the training system, as well as the requirements of the individual's job function at that position.

Vendor Response

2.4.2.11.10.4 The WV Office of Technology regularly distributes Microsoft Updates to all workstations connected to its network. The solution proposed by the vendor must be able to receive and make these updates. The Vendor will work with IT staff to resolve issues which may arise concerning the functionality of the proposed system.

Vendor Response

2.4.3 ERP (Enterprise Resource Planning)

2.4.3.1 The Vendor should explain its experience in integrating and/or interfacing with complex, modular systems, such as those commonly found in Enterprise Resource Planning Systems (ERP's).

Vendor Response

2.4.4 Security

2.4.4.1 The System should provide the multi-level security component to be configured:

2.4.4.1.1 Provide the complete access and the ability to setup additional users with more limited access capabilities to two (2) DCJS and Office of Technology staff system administrators.

Vendor Response

- 2.4.4.1.2 Provide the access to the rest of the applicable DJCS and Academy staff to read, create and change all the records.

Vendor Response

- 2.4.4.1.3 Provide the access to certain outside agency representatives to read, create and change data pertaining to their organization only.

Vendor Response

- 2.4.4.1.4 Provide a role-based, multi-tiered security structure that at a minimum supports individual and group permissions and allows for low-level access control based on organizational affiliation.

Vendor Response

2.4.5 Document Management/Work flow: Given the significant volume of paperwork that the DJCS receives, processes, stores, and subsequently retrieves, another requirement for the requested automated system is a document management/workflow solution. The components that support the internal and external requests are flexible and user defined. Locations and users are expanded by the authorized users for Document scanning and imaging at DJCS and Academy

- 2.4.5.1 The system should provide the workflow components that support the internal DJCS processes and is flexible and user-definable.

Vendor Response

- 2.4.5.2 The system should provide the workflow components that support external requests that are received via fax or e-mail. This component should be flexible and user-definable.

Vendor Response

- 2.4.5.3 The system should provide the functionality to redact fields prior to printing the record that are necessary for FOIA requests.

Vendor Response

- 2.4.5.4 The system should provide ability to allow individual officers and designated authorized agency representatives to view and print approved records, at a minimum but not limited to training certificates, and letters.

Vendor Response

2.4.6 Learning Management System: The DJCS is seeking to obtain a comprehensive, scalable learning management system that provide a centralized administration, management, delivery, tracking for completion of classes and identification of the need for an officer to complete the class, (either as a onetime training or for identifying the need to

take update or periodic training on the class subject); and reporting of training and learning activities. Provide design and development, implementation, software licensing fees, support and maintenance

The Vendor should describe its system will provide the following features, functionality and processes:

2.4.6.1 Development

The State has standardized on Microsoft products. The Learning Management System should be developed using Microsoft ASP.NET and .NET technologies with the SQL server database.

Vendor Response

2.4.6.2 Logon

Depending upon the final design of the solutions the LMS handles Single Sign-on and Self Registration.

Vendor Response

2.4.6.3 End-User Portal

2.4.6.3.1 Provide the list of features exists within the end-user view of the LMS where the users can access the course information and training material.

Vendor Response

2.4.6.3.2 Provide the ability to view the courses for which the individual is registered.

Vendor Response

2.4.6.3.3 Provide the ability to view and print the transcript. The transcripts include all the courses taken (Class name, class type, and class date), pass/fail info, and number of credits for each course. The courses can be categorized (i.e. courses identified as being statewide or agency wide).

Vendor Response

2.4.6.3.4 Provide the emails for officer, instructors and managers.

Vendor Response

2.4.6.3.5 Facilitate to register for, take, or download iLT, WBT, video clips, audio clips, Excel spreadsheets, Word documents, PDF files, and PowerPoint presentations.

Vendor Response

2.4.6.3.6 Support for Internet Explorer, Firefox, Netscape, and Safari browsers.

Vendor Response

2.4.6.4 Administration Portal: Provide two (2) levels of access- administration and manager. Additional levels can be defined as needed.

2.4.6.4.1 The administration level of access

2.4.6.4.1.1 Define user roles and privileges on an ad hoc basis.

Vendor Response

2.4.6.4.1.2 Provide the ability to filter content for particular user groups and set up and control access to threaded discussion groups.

Vendor Response

2.4.6.4.1.3 Full online administration interface in a browser-only, implementation (no ActiveX or plug-in controls).

Vendor Response

2.4.6.4.1.4 Provide the ability for the administrator to enter or import students into the database to enter officer name, position, login numbers, and organization, etc.

Vendor Response

2.4.6.4.1.5 Integrate with external databases for live connections across firewalls in a hosted solution environment.

Vendor Response

2.4.6.4.1.6 Ability for the administrator to enter or import courses into the learning management system and enter the course title, course description, course type/category, assessment password (if applicable), data tracking standard (SCORM), etc.

Vendor Response

2.4.6.4.1.7 Provide a form for creating and delivering online assessments.

Vendor Response

2.4.6.4.1.8 Provide the access to the individuals of manager level (this is one level of access).

Vendor Response

2.4.6.4.1.9 Facilitate to look up and print reports; employee transcripts, class roster, course information (who has taken a course, pass/fail, date taken).

Vendor Response

2.4.6.4.1.10 Enable to sort/filter reports and lists by such information as agency, scores, and completion.

Vendor Response

2.4.6.4.1.11 Provide the ability to complete a data extraction (data dump) in order to create customized reports.

Vendor Response**2.4.6.4.2 The manager level of access**

2.4.6.4.2.1 Provide access to all the reports and transcripts for employees within his/her agency or agency.

Vendor Response

2.4.6.4.2.2 Provide management structure within the Learning Management System as defined by the DJCS.

Vendor Response

2.4.6.4.2.3 Provide the levels of access that include: Officers, Instructors, Managers, and Administrators.

Vendor Response

2.4.6.4.2.4 Provide access to the reports that can be viewed by: Instructors, Managers, and Administrators.

Vendor Response

2.4.6.4.2.5 Provide access to the ad hoc reports, customized reports and canned reports and other custom reports.

Vendor Response

2.4.6.5 Content: The proposed solutions provide capabilities for custom homepage content that can be tailored to the end user's specific logon.

Vendor Response

2.4.6.6 Data Tracking: Support the SCORM standard data tracking, as defined by the ADL (Advanced Distributed Learning) by LMS.

Vendor Response**2.4.6.7 Data Management System**

- 2.4.6.7.1 Provide the ability to store at least the Agency contact information, Instructor and Transcript information and the course and class information in back-end database that powers the LMS.

Vendor Response

- 2.4.6.7.2 Facilitate to store Officer Name, position, login number, agency and address verification and track.

Vendor Response

- 2.4.6.7.3 Primary employer has the ability to store Agency contact information and officer listing by agency.

Vendor Response

- 2.4.6.7.4 Provide the ability to store Instructor information of applicable (name, agency, certification status, etc.) and transcript information for each individual which include: courses registered for, courses completed, course scoring and search capabilities.

Vendor Response

- 2.4.6.7.5 Provide the ability to store the course title, course number, class description, class type, assessment password, (if applicable), and number of In-service credits for each WBT (Web Based Training) course and archived courses completed.

Vendor Response

2.4.6.8 Platforms (Server, Database and Client)

- 2.4.6.8.1 The system should provide Microsoft Windows operating system targeted sever platform running IIS (Internet Information Services) web server version 5.0 or later and the 1.1 version of the Microsoft .NET Framework.

Vendor Response

- 2.4.6.8.2 Should provide Microsoft SQL Server version 7.0 or later for targeted database server.

Vendor Response

- 2.4.6.8.3 Should provide Microsoft IE (Internet Explorer) web browser version 5.5 or later for targeted client platform.

Vendor Response

- 2.4.6.8.4 Should provide a targeted screen resolution of 800x600 or higher for the client platform.

Vendor Response

- 2.4.6.8.5 The servers should be configured to achieve an acceptable level of system performance based on 100% growth of the current application.

Vendor Response**2.4.6.9 Hosting**

- 2.4.6.9.1 The vendor should describe the hosting environment they will be providing.

Vendor Response

- 2.4.6.9.2 The vendor should describe its intrusion-detection and firewall protection hosting environment as a whole.

Vendor Response**2.4.7 System Implementation & Testing**

The vendor is responsible for complete system installation and implementation for all system components provided as part of this RFP.

- 2.4.7.1 The vendor should provide the DJCS with a full implementation plan and schedule with well defined action dates and milestones. The vendor and DJCS should review this schedule and DJCS approving it. The vendor should submit weekly status reports, via conference call, concerning implementation activities. Status reports should continue until 30 days after the complete system has been successfully brought into production.

Vendor Response**2.4.8 Project Management:**

- 2.4.8.1 The Vendor should describe its experience in using a formalized approach to project management, which is compliant with the PMBOK (Project Management Book Of Knowledge)

Vendor Response

- 2.4.8.1.1 The Vendor's Project Manager should facilitate the status meetings on a periodic and as needed basis to discuss current project activities and address questions, issues, and concerns.

Vendor Response

- 2.8.8.1.2 The Vendor's Project Manager should facilitate to maintain and update a detailed project work plan through the full term of the implementation process and submit to the DJCS's Project Manager on a date and time that are determined during contract negotiations.

Vendor Response

2.4.8.1.3 The vendor should provide the anticipated timeframes within which each phase should be completed. Vendor should successfully complete the implementation by December 1, 2011 and training by December 15, 2011.

Vendor Response

2.4.8.1.4 The Vendor's Project Manager should submit the project work plan to the DJCS's Project Manager on a bi-weekly basis or at an alternative period of time that is formally specified and agreed to in writing by the DJCS's Project Manager.

Vendor Response

2.4.9 System Warranty, Maintenance & Support

The current OTIS system has been effective for at least five (5) years. It is anticipated that a replacement system should remain effective for an appropriate period of time.

2.4.9.1 The Vendor should follow the procedure described below for all problems reported concerning the OTIS system:

2.4.9.1.1 Provide online/telephone system support to the DJCS offices beginning at 8:00 am through 5:00 pm Eastern Standard Time Monday through Friday.

Vendor Response

2.4.9.1.2 Provide the telephone response in 2 hours when DJCS contact the vendor.

Vendor Response

2.4.9.1.3 A qualified technician, who is fluent in conversational English, respond via phone to address all calls in accordance with the importance and criticality of the question being asked and/or the problem being reported.

Vendor Response

2.4.9.1.4 Provide on-site technical support for problems that cannot be resolved via telephone or remote access.

Vendor Response

2.4.9.1.5 Direct the issues that are not resolved to the vendor's contract administrator for immediate resolution.

Vendor Response

2.4.9.1.6 Provide a weekly log of trouble calls and the status of the resolution of each issue.

Vendor Response

2.4.9.1.7 During this time provide software upgrades and services necessary to keep the system operational. After the warranty maintenance period has expired, the State requires three, one year maintenance renewal options.

Vendor Response

2.4.10 System Training & Documentation

2.4.10.1 The vendor is to provide the DJCS and the academy staff a train-the-trainer program for the length of the contract and provide training materials in electronic format. The Vendor should describe his training program.

Vendor Response

2.4.10.2 The Vendor should provide hands-on Administrator Level Training for a limited number of individuals from the DJCS. Any material produced to accommodate this requirement would become the property of the DJCS with permission to reproduce this documentation as necessary.

Vendor Response

2.4.11 Additional Desirables – Provide Detail Responses: Although desirable features are not mandatory for compliance with the OTIS System, all respondents should address each feature listed below and provide any associated cost in Attachment C. It is the vendor's option to include any of these desirable features at no cost within the proposed base system functionality (if the option is not available, please state this in your response). If the vendor opts to include a desirable feature, they should include the option in the cost proposal and indicate that it is included at zero (\$0.00) on the cost proposal.

2.4.11.1 Provide the option for the State to host the system and not the vendor. The vendor should describe, in detail, listing of the hardware, software, network infrastructure, operating systems, programming language, development tools, management tools, and any other components that are required for the proposed solution to be successfully installed and maintained.

Vendor Response

2.4.11.2 Provide description of an online registration system to register officers in specific classes to be considered in the near future.

Vendor Response

2.4.11.3 Provide description whether the system can be customized without the vendor's assistance and how easy is this accomplished.

Vendor Response

2.4.11.4 Provide the ability to electronically transmit agency addresses listed via E-mail.

Vendor Response

2.4.11.5 Provide the description of the ability to store officer's photograph.

Vendor Response

2.4.11.6 Provide the description of the ability to import the officer's photograph.

Vendor Response

2.4.11.7 Provide the description, in detail, how the system will integrate with Microsoft Word Describe the items below:

Integrating with Microsoft Word

- Ability to generate merge files for letters.
- Ability to generate merge files for course instructions.
- Ability for designated users to create new letters.
- Ability for designated users to create new course instructions.
- Ability for designated users to create custom documents.

Vendor Response

Attachment B: Mandatory Deliverables

Mandatory deliverables/specifications contained in Section 2.5

2.5 Mandatory Requirements

The mandatory requirement in Section 2.5 will be deliverables upon award of this RFP.

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

2.5.1 Database Tracking and Reporting

2.5.1.1 The system **must** collect, track, maintain, and retrieve law enforcement officer employment, certification, training, conduct/behavior and firearms qualification records for state, city municipal and county law enforcement officers.

2.5.2 Technical/System Requirements:

The system and technical requirements **must** include the following:

2.5.2.1 The system **shall** provide full, comprehensive training records by program, class, course, and segment, instructor who taught the course, exams and grades.

2.5.2.2 The system **shall** provide the tracking of qualifications, firearms and applicable skill and certifications (with expiration dates) and any awards based on training and scores.

2.5.2.3 The system **will** provide a web-based system that is distributed securely throughout the state. Users require only Microsoft Internet Explorer 6.0 or higher.

2.5.2.4 The system **must** replace the functionality and the data requirements of the OTIS legacy system.

2.5.2.5 The system **shall** provide the ability to export data using commonly accepted record delimiters.

2.5.2.6 The system **will** provide the ability to import data using commonly accepted record delimiters and unique record identifiers.

2.5.2.7 The proposed system **must** provide a role-based, multi-tiered security structure that at a minimum supports individual and group permissions and allows for row-level access control based on organization affiliation.

2.5.2.8 The vendor **must** convert all existing data; electronic, paper and microfilm; from the current system and training support program to the new system and establish a timeframe for the conversion. The vendor shall provide for a plan and execution for this conversion. The System **must** be capable of retrieving, storing and tracking all law enforcement officer, instructor and agency records with in it.

2.5.2.9 The system **must** accommodate the interface functionality to the work station/user at West Virginia State Police Academy.

2.5.2.10 Adhere to and support the business rules established and approved by the LET Subcommittee and be in accordance with all WV statutory and legislative rule requirements. The vendor **must** provide updates and modifications to the system in order to be in agreement with the WV statutory and legislative rules and regulations throughout the contract period.

2.5.2.11 Support a minimum of 50 concurrent users, and permit incremental user growth (preferably in increments of 25).

2.5.2.12 The system **must** provide designated users the ability to restrict permissions to browse/view capabilities only.

2.5.2.13 The system **must** provide designated users the ability to restrict officer access to their own records and to their own department.

2.5.2.14 The system **shall** facilitate user authentication to include the assignment of individual access accounts unique associated passwords or SSN.

2.5.2.15 The system **must** provide a platform for the delivery of web based training programs that would be available through the learning management system's web browser, and to track the completion of such programs as to officers completing, not completing and/or identify when officers need update training in the applicable subject area.

2.5.2.16 System Functionality

2.5.2.16.1 The Vendor **must** provide a readily available Commercial Off the Shelf (COTS) software solution that replaces the functionality of the Agency's legacy system.

2.5.2.16.2 The system **must** facilitate and support the input, manipulation, maintenance, tracking, display, distribution, and retrieval of law enforcement officer employment, certification, training records for state, municipal and county law enforcement officers and the training programs in place to support their training and certification.

2.5.3 Hardware/Software Requirements

2.5.3.1 The proposed system **shall** function on the DJCS and Academy workstations. The vendor **shall** include within the response to this RFP, the provision of four (4) new hardware workstations, one (1) each for the LET Coordinator, LET administrative assistant, a workstation for new staff being hired and the administrative staff at the

Academy. Each workstation **will** be set up with the hardware/software to allow for scanning of documents into the training system. These workstations **will** be of sufficient design and be equipped with applicable software to adequately allow it to handle the requirements of the new OTIS system, as well as the requirements of the individual's job function at that position.

2.5.3.2 In the event that the agency is required to purchase hardware from a state-wide contract, the vendor **will** be required to work directly with contract vendors to resolve operational issues. The vendor **must** provide minimum specifications required for all workstations and servers, to ensure system compatibility with the vendor's proposed solution.

2.5.4 ERP (Enterprise Resource Planning)

2.5.4.1 The State of WV is in the process of implementing an Enterprise Resource Planning (ERP) system. The successful vendor **must** demonstrate the ability to integrate and/or interface with complex, modular systems, such as those commonly found in Enterprise Resource Planning Systems (ERPs).

2.5.5 Security

2.5.5.1 The vendor **must** notify the LET Coordinator or designated contact within the West Virginia Office of Technology of a security breach incident within three hours of first knowledge and must be checked to see if it complies with WV's Breach Law.

2.5.5.2 The system **must** meet the security standards of the U.S. Department of Homeland Security 4300 A Circular.

2.5.5.3 The vendor **must** comply with applicable West Virginia statutes, rules and policies addressing personal data.

2.5.5.4 The vendor **shall** provide a secure hosting infrastructure of the maximum confidentiality; no unauthorized access, integrity; no tampering and authenticity; no impersonation.

2.5.5.5 The vendor **shall** provide that no data in its custody **will** be used for any circumstances other than those agreed to in any hosting contract.

2.5.6 Document Management / Work Flow

2.5.6.1 Document scanning and imaging at the DJCS and Academy by designated authorized users **must** have the ability to expand additional approved locations and users.

2.5.6.2 The system **must** provide a document indexing for reference and retrieval.

2.5.6.3 The system **must** allow concurrent users.

2.5.6.4 The system **must** integrate with the officer records application. For example, ability to access related scanned documents from within the officer records application using established links.

2.5.6.5 End-User Portal

2.5.6.5.1 The system **must** be able to register for, take, or download iLT, WBT (Web Based Training), video clips, audio clips, Excel spreadsheets, Word documents, PDF files, and PowerPoint presentations.

2.5.6.5.2 The system **must** support Internet Explorer, Firefox, Netscape, and Safari browsers.

2.5.6.6 Data Tracking

The LMS **must** support the SCORM standard data tracking, as defined by the ADL (Advanced Distributed Learning).

2.5.6.7 Data Management System

2.5.6.7.1 The back-end database that powers the LMS **must** store at least the following information:

- Officer name,
- Position,
- Login number (social security number),
- Agency and address verification, and
- Track (different training tracks).

2.5.6.8 Platforms (Server, Database and Client)

2.5.6.8.1 The targeted server platform **must** be a Microsoft Windows operating system running IIS (Internet Information Services) web server version 5.0 or later and the 1.1 version of the Microsoft .NET Framework.

2.5.6.8.2 The targeted database server **must** be a Microsoft SQL Server version 7.0 or later.

2.5.6.8.3 The targeted client platform **must** be the Microsoft IE (Internet Explorer) web browser version 5.5 or later.

2.5.6.8.4 The core portal system **must** function fully without the use of additional client software. No plug-ins or ActiveX controls should be required on the client machine.

2.5.6.8.5 The targeted client bandwidth **must** be an Internet connection of 56k. Courseware should be launched on the server that hosts the courseware and the Learning Management System.

2.5.6.8.6 The targeted screen resolution for the client platform **must** be 800x600 or higher.

2.5.6.9 Hosting

2.5.6.9.1 Vendor **will** provide hosting for the LMS and for courseware.

2.5.6.9.2 Provide that hosting environment, as a whole, **must** have the most aggressive intrusion-detection and firewall protection.

2.5.6.9.3 The vendor **will** host a server at their location to accommodate all the requirements of this RFP.

2.5.6.9.4 The vendor **will** provide the necessary server equipment to host the application, database and web services.

2.5.7 System Implementation & Testing

2.5.7.1 The vendor **shall** be responsible for complete system installation and implementation for all system components provided as part of this RFP.

2.5.7.2 The vendor **shall** provide the DJCS with a full implementation plan and schedule with well defined action dates and milestones. This schedule **shall** be reviewed by both parties and **must** be approved by the DJCS.

2.5.7.3 The vendor **shall** be required to appoint a project manager to work directly with the DJCS and the WVOT Project Management Office.

2.5.7.4 The implementation and development schedule **shall** become part of the resulting contract. Any deviation from the proposed schedule **shall** require approval by the DJCS.

2.5.7.5 The vendor **shall** perform a complete system test of all OTIS system components. At a minimum the test **shall** include processing of each transaction outlined in this RFP as well as production of system reports and management functions.

2.5.7.6 The vendor **will** not implement any system or component thereof that the DJCS has not tested and approved in writing.

2.5.7.7 The production OTIS system **shall** not be rolled out to the DJCS offices until all phases of the system testing have been completed successfully and results have been approved by DJCS contract administrator in writing.

2.5.8 Project Management

The successful bidder **will** be required to utilize a formalized approach to project management, which is compliant with the PMBOK and WV Office of Technology (WVOT) Enterprise Project Management Office (EPMO) and includes the following:

2.5.8.1 The successful vendor **must** assign an experienced and skilled project manager to the project. This Project Manager will be responsible for the successful completion of all work tasks and deliverables as defined within the project work plan and will work under the direction of the DJCS's Project Manager and under oversight direction from the WVOT Project Manager to ensure that all work is performed in accordance with the terms and conditions of the contract.

2.5.8.2 The successful vendor's Project Manager **will** be required to maintain a detailed project work plan through the full term of the implementation process. The

vendor's Project Manager **will** be required to submit an updated work plan to the DJCS's Project Manager and WVOT Oversight Project Manager on a date and time that **will** be determined during contract negotiations. Vendor **must** complete the entire effort as expeditiously as possible after the contract is awarded. The system **must** be successfully implemented by December 1, 2011 and training by December 15, 2011.

2.5.8.3 The successful vendor's Project Manager **will** be required to track and report on via status reports the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determine appropriate when establishing the project Charter. The successful vendor **will** work with the DJCS Project Manager and the WVOT Oversight Project Manager to establish, publish and follow a formal communications plan.

2.5.8.4 **WVOT Project Management Oversight**

Pursuant to West Virginia Code § 5A-6-4b, the WV Office of Technology (WVOT) Enterprise Project Management Office (EPMO) has the responsibility for managing information technology projects and providing oversight for state agency information technology projects. EPMO uses a project management methodology based on the Project Management Institute, Project Management Body of Knowledge (PMBOK). EPMO offers a methodology to its customers and their vendors that encompass a variety of templates and tools for project management.

Project oversight is an independent review and analysis of project artifacts and processes to determine if the project is on track, to be completed within the estimated schedule and cost, and will provide the functionality required by the sponsoring organization. The WVOT Project Manager performing oversight for the OTIS project will insure the contracted Project Manager utilizes a formalized approach to project management, which is compliant with the PMBOK. Specifically, project oversight:

2.5.8.4.1 Establishes a governance structure for projects (and programs) to evaluate project performance, provide resources, address significant project risks and issues and approve significant changes in scope or objectives.

2.5.8.4.2 Requires formalized project communications to provide accurate, timely communications related to project progress, budget, schedule, scope and changes.

2.5.8.4.3 Identifies and quantifies any issues and risks that could negatively impact the achievement of project objectives.

2.5.8.4.4 Periodically, assesses and confirms the concept, scope, and objectives of the project.

2.5.8.4.5 Validates compliance with the project management methodology and ensures that project management standards and best practices, as appropriate for the given project are followed and documented throughout a project life-cycle.

2.5.8.4.6 Evaluates a project team's performance using a prescribed set of checks and balances integral to established processes such as strategic planning, investment management, funding and project execution.

2.5.9 System Warranty, Maintenance & Support

2.5.9.1 The current OTIS system has been effective for the period of at least five (5) years. It is anticipated that a replacement system should remain effective for an appropriate period of time.

2.5.9.2 The Vendor **shall** be responsible for statewide support, delivery, installation and maintenance of the system resulting from this RFP.

2.5.9.3 The primary point of contact for all calls concerning the system **shall** be the Helpdesk. Maximum acceptable down time for any location is four hours.

2.5.9.4 The following procedure **shall** be followed for all problems being reported concerning the OTIS system:

2.5.9.5 The vendor **will** be required to provide online/telephone system support to the DJCS offices beginning at 8:00 am through 5:00 pm Eastern Standard Time Monday through Friday.

2.5.9.6 A qualified technician, who is fluent in conversational English, **will** respond via phone to address all calls in accordance with the importance and criticality of the question being asked and/or the problem being reported. The vendor **will** agree to provide on-site technical support for problems that cannot be resolved via telephone or remote access.

2.5.9.7 No issues **shall** remain unresolved for more than four hours.

2.5.9.8 The system **shall** be provided with a two year maintenance period. During this time the vendor will be required to provide software upgrades and services necessary to keep the system operational within the business requirements of the state training Statutes and Legislative rules. After the maintenance period has expired, the State **will** require three, one year maintenance renewal options.

2.5.9.9 The vendor **shall** ensure that the original software, source code, object code and all modifications, throughout the life of any agreement resulting from the release of this RFP, **will** be held in escrow, to be released to the agency upon termination of said agreement. It is further understood that the State **will** retain a perpetual license to the object code.

2.5.9.10 Any upgrades or system modifications **must** be installed from the central server to all of the workstations to insure that all machines are functioning on the same version of the software.

2.5.9.11 The State **will** require the vendor to extend the system warranty period if identified deficiencies have not been corrected.

2.5.9.12 In the event that the vendor and/or subcontractors are unable to remedy identified deficiencies, the State reserves the right to hire another vendor to remedy the situation. This **will** be at the contract vendor's expense.

2.5.9.13 Any changes to the production OTIS **shall** be approved in writing by the DJCS prior to rollout to workstations attached to the system. The authorizing authority for system modifications **will** be identified during contract negotiations.

2.5.9.14 The vendor **shall** be responsible for distributing modifications to all workstations once modifications have been tested and approved by DJCS management.

2.5.10 System Training & Documentation

2.5.10.1 The vendor **shall** provide the DJCS with a train-the-trainer program and training materials provided in electronic format. The vendor will be responsible for providing system training during installation as performed at each site. Any material produced to accommodate this requirement shall become the property of the DJCS with permission to reproduce this documentation as necessary.

2.5.10.2 The successful vendor **will** be required to provide the DJCS with system documentation that provides in depth detail for each function/component of the OTIS system. This documentation **shall** be in written and electronic format and the DJCS **shall** be provided with the permission to reproduce this documentation as necessary.

2.5.10.3 In the event that system changes are made, the successful vendor **will** be required to update system documentation accordingly.

I certify that we will meet all the mandatory deliverables/specifications of this Request for Proposal upon the award of the contract. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

Attachment C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

| Tasks/Fees | Quantity | Unit Cost | Extended Cost |
|---|----------|-----------|---------------|
| A. One Time Cost | | | |
| Complete System Design (configuration design, field mapping, etc) | 1 | | |
| Report dev/ mod to meet requirements | 1 | | |
| Data Conversion/Data Migration | 1 | | |
| Implementation (installation, data set up, testing, etc.) | 1 | | |
| Training Includes Entire Contract Period | 1 | | |
| Production Cutover/Stabilization | 1 | | |
| Licenses/User fees/Hosting Fees | 1 | | |
| Regular Annual Maintenance & Support Cost - Year 1 | 1 | | |
| Regular Annual Maintenance & Support Cost - Year 2 | 1 | | |
| A. Total One Time Cost | | | |

| | | | |
|---|---|--|--|
| B. Operational Cost | | | |
| Licenses/User fees/Hosting Fees | 1 | | |
| Annual Maintenance & Support Costs – Year 3 | 1 | | |
| Annual Maintenance & Support Costs – Year 4 | 1 | | |
| Annual Maintenance & Support Costs – Year 5 | 1 | | |

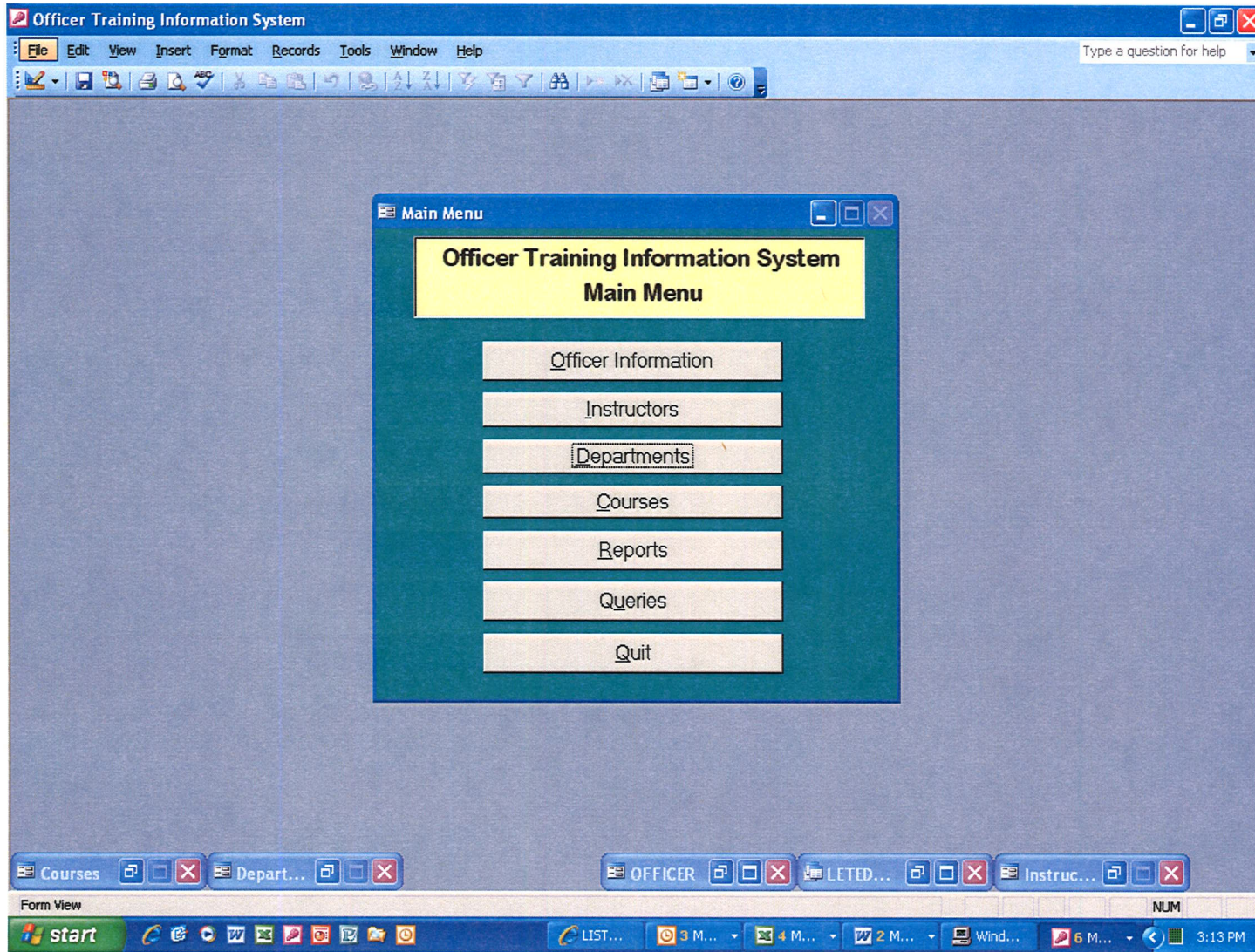
| | | | |
|----------------------------------|--|--|--|
| | | | |
| B. Total Operational Cost | | | |

| | | | |
|---|-----|--|--|
| C. Miscellaneous Cost Information | | | |
| Hourly rate for system customization | 100 | | |
| Hourly Rate for additional report development | 100 | | |
| C. Total Miscellaneous Cost | | | |

| | | | |
|--|---|---|--|
| D. Desirables | | | |
| 2.4.11.1 | Hosted System by the State of WV | 1 | |
| 2.4.11.2 | Online Registration System for designated courses | 1 | |
| 2.4.11.3 | Customization Without Vendor's Assistance | 1 | |
| 2.4.11.4 | Email Agency Addresses | 1 | |
| 2.4.11.5 | Store Officer's Photograph | 1 | |
| 2.4.11.6 | Import Officer's Photograph | 1 | |
| 2.4.11.7 | Integrating with Microsoft Word | 1 | |
| D. Total Desirables | | | |
| GRAND TOTAL (A + B + C + D = Grand Total) | | | |

EXHIBIT A

Page 1 – Main Menu



0000070

Officer Training Information System

File Edit View Insert Format Records Tools Window Help

Type a question for help

OFFICER

General Information Training History Employment History AFOS History Notes SPA Data

SSN [redacted] Last Name [redacted] First Name [redacted] App [redacted] **View**

Address [redacted] Civ Serv [redacted] Exempt [redacted] UCR [redacted] DOB: [redacted] **Scan**

City [redacted] Zip [redacted] Dept. [redacted]

County [redacted] Emp Date [redacted] OTAD [redacted] TRG Hours 24 Comp YES Status D

Begin Date 10/24/1983 End Date 1/6/1984 ACN B050

AA 91 FQS 96 Cert Date 2/21/1984

Add Record

Record: 1 of 6934

Courses Depart... LETED... Instruc...

Form View NUM

start LIST... 3 M... 4 M... 3 M... Wind... 6 M... 3:15 PM

The screenshot displays the 'Officer Training Information System' interface. The main window is titled 'OFFICER' and has several tabs: 'General Information', 'Training History', 'Employment History', 'AFOS History', 'Notes', and 'SPA Data'. The 'Training History' tab is active, showing a list of training courses. The list includes course IDs and titles such as 'DUI Update Training', 'Policy and Procedures Overview', and '2002 Law Enforcement Training Seminar'. The record number '1' is shown at the bottom of the list, and the total number of records is '6934'. The Windows taskbar at the bottom shows the Start button, several open applications, and the system clock at 3:16 PM.

| Course | Course |
|-------------------------|--|
| 02002-0203-CIS-03086-06 | DUI Update Training |
| 02002-0103-AIS-03054-03 | Policy and Procedures Overview |
| 10077-0502-CIS-03013-03 | 2002 Law Enforcement Training Seminar |
| 00000-1201-CIS-02037-04 | 2002 Kanawha County Law Enforcement Training |
| 00000-0901-CIS-02009-01 | Police Officer Professionalism |
| 02002-0401-AIS-01068-07 | Gang Identification and Investigation |
| 02002-0401-AIS-01069-07 | Immigration and Naturalization |
| 02002-1000-CIS-01031-08 | Sexual Harassment |
| 02002-0301-AIS-01064-02 | Hate/Bias Crimes, Response and Reporting |
| 02002-0301-AIS-01063-02 | Domestic Violence |
| 02002-0101-AIS-01044-04 | Cultural Professionalism |
| 02002-0101-AIS-01043-04 | Hazardous Material Awareness |

Officer Information Screen – Page 3 Of 6 – Employment History

The screenshot displays the 'OFFICER' window within the 'Officer Training Information System'. The 'Employment History' tab is active, showing a table with the following data:

| Began | Ended | Department | Status | Reason |
|----------|---------|------------------------------|--------|---------|
| 10/24/19 | 10/31/2 | Charleston Police Department | | Retired |
| * | | | | |

At the bottom of the window, a record navigation bar shows 'Record: 1 of 6934'. The Windows taskbar at the bottom indicates the time is 3:18 PM and shows several open applications including 'LIST...', '3 M...', '4 M...', '3 M...', 'Wind...', and '6 M...'.

0000073

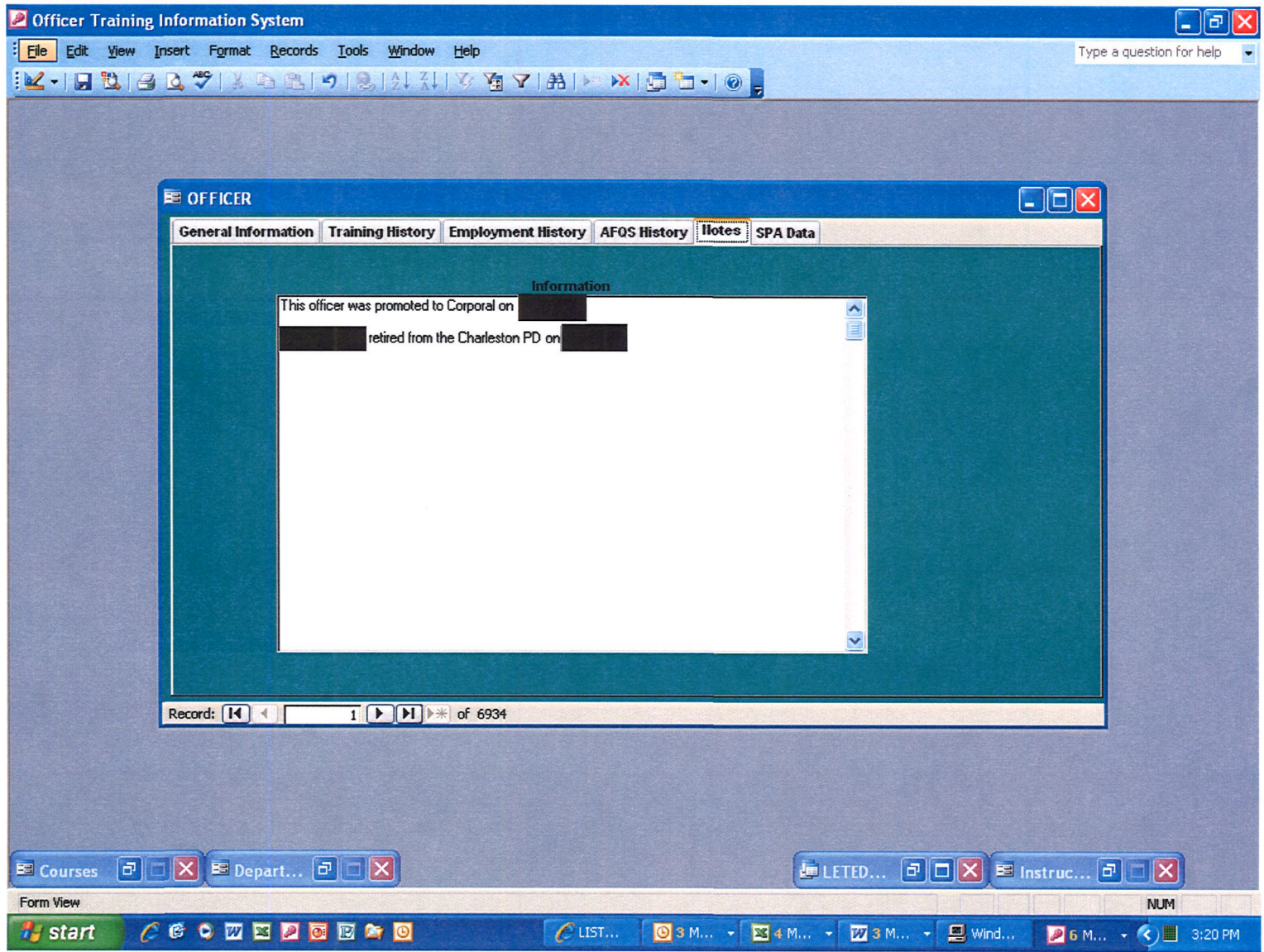
Officer Information Page – Screen 4 Of 6 – Individual Officer Firearms Qualification Reports

The screenshot displays the 'Officer Training Information System' application window. The main window has a menu bar with 'File', 'Edit', 'View', 'Insert', 'Format', 'Records', 'Tools', 'Window', and 'Help'. A search bar on the right contains the text 'Type a question for help'. The central area is a tabbed interface with tabs for 'General Information', 'Training History', 'Employment History', 'AFOS History' (which is selected), 'Notes', and 'SPA Data'. The 'AFOS History' tab contains four data tables, each with a header row and a 'Date' column. The columns are labeled 'Full', 'Low', 'Rifle', and 'Shot'. Each table has a small arrow icon in the top-left corner of its header row. Below the tables is a record navigation bar showing 'Record: 1 of 6934'. At the bottom of the application window, there are several floating windows: 'Courses', 'Depart...', 'LETED...', and 'Instruc...'. The Windows taskbar at the very bottom shows the 'start' button, several application icons, and the system tray with the time '3:19 PM' and the date '6 M...'. The text 'Form View' is visible in the bottom-left corner of the application window, and 'NUM' is in the bottom-right corner.

| Full | Low | Rifle | Shot |
|------|------|-------|------|
| Date | Date | Date | Date |
| | | | |

000074

Officer Information Page – Screen 5 of 6 – General Notes to Allow Entries of Applicable Info on Officer



Officer Information Page – Screen 6 of 6 – Entry Level Training Notes/Information Section

Officer Training Information System

File Edit View Insert Format Records Tools Window Help

Type a question for help

OFFICER

General Information Training History Employment History AFOS History Notes SPA Data

Pre - Physical Ability Testing

OTAD: Approved

Medical Exam Date: PAT Confirm Date:

Basic Class #: B050 PAT Inv Ltr Date

Begin Date: 10/24/1983

End Date: 1/6/1984

Pre - Basic Class

Basic Inv Ltr Date:

Basic Confirm Date:

Post - PAT Date

PAT Score:

PAT Attempts:

PAT Date:

| Class Date | PAT Score |
|------------|-----------|
| | |

Post - Basic Class

AA: 91.2

FQS: 96.3

Certification Date: 2/21/1984

Record: 1 of 6934

Courses Depart... LETED... Instruc...

Form View NUM

start LIST... 3 M... 4 M... 3 M... Wind... 6 M... 3:21 PM

000076

Course Page – Screen 1 of 2 – General Info on Course – (from this page currently places course listing on website)

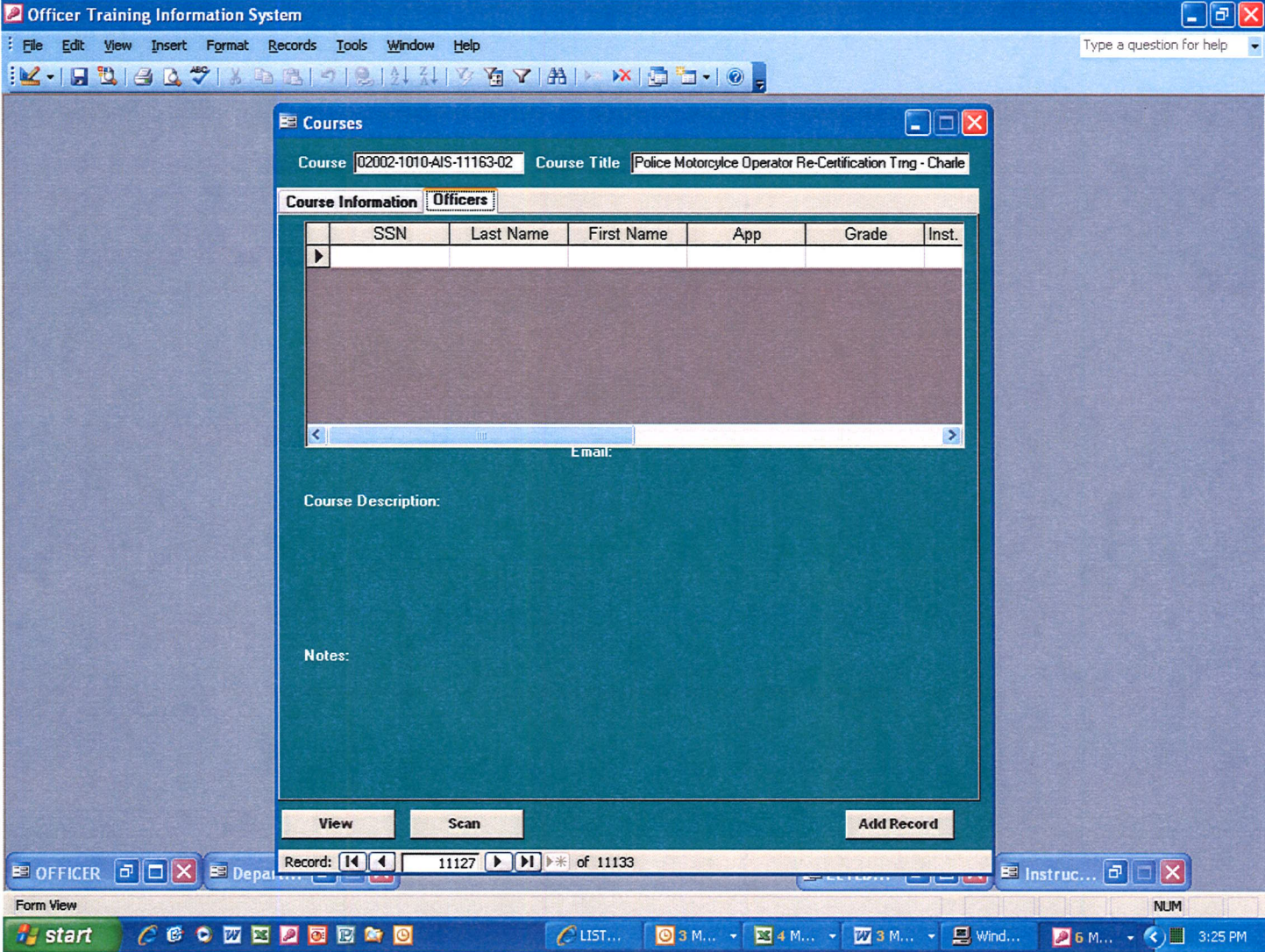
The screenshot displays the 'Officer Training Information System' interface. The main window is titled 'Courses' and contains the following fields and sections:

- Course ID:** 00000-0700-SIS-01001-03
- Course Title:** Supervising Problem Solving Program
- Course Information:**
 - Course Hrs: 8
 - InS Type: S
 - UCR: 00000
 - Sponsoring Agency: Regional Community Policing Institute
- InstID:** A list box with a scroll bar and a right arrow button.
- Begin Date:** 4/26/2001
- End Date:** 4/26/2001
- Contact Information:**
 - Prefix: []
 - First Name: []
 - Last Name: []
 - Suffix: []
 - Phone #: []
 - Ext: []
 - Fee: []
 - Email: []
- Buttons:** 'Add Instructor Credit Hours', 'View', 'Scan', and 'Add Record'.

At the bottom of the window, a status bar shows 'Record: 1 of 1113'. The Windows taskbar at the very bottom includes the Start button, several application icons, and the system clock showing 3:23 PM.

00000

Course Page – screen 2 of 2 – Listing of Officers Who Completed Training



Instructor Page – Screen 1 of 3 – General Info Page on Individual Instructor

Officer Training Information System

File Edit View Insert Format Records Tools Window Help

Type a question for help

Instructors

SSN [] Last Name [] First Name [] H. App [] InstID [1]

Instructor Courses Areas of Expertise

Address City Zip Code County ZIP Active Inst Credit

Post Office [] [] [2] [BRX] [] []

UCR Department Cert Date Exp Date Region

[NA] [WV Coalition Against Domestic Violence] [9/23/1992] [9/22/1996] [7]

Notes:

[]

View Scan New Record

Record: [] 1 [] of 1310

OFFICER Depart... Courses LETED... Main M...

Form View NUM

start LIST... 3 M... 4 M... 3 M... Wind... 6 M... 3:26 PM

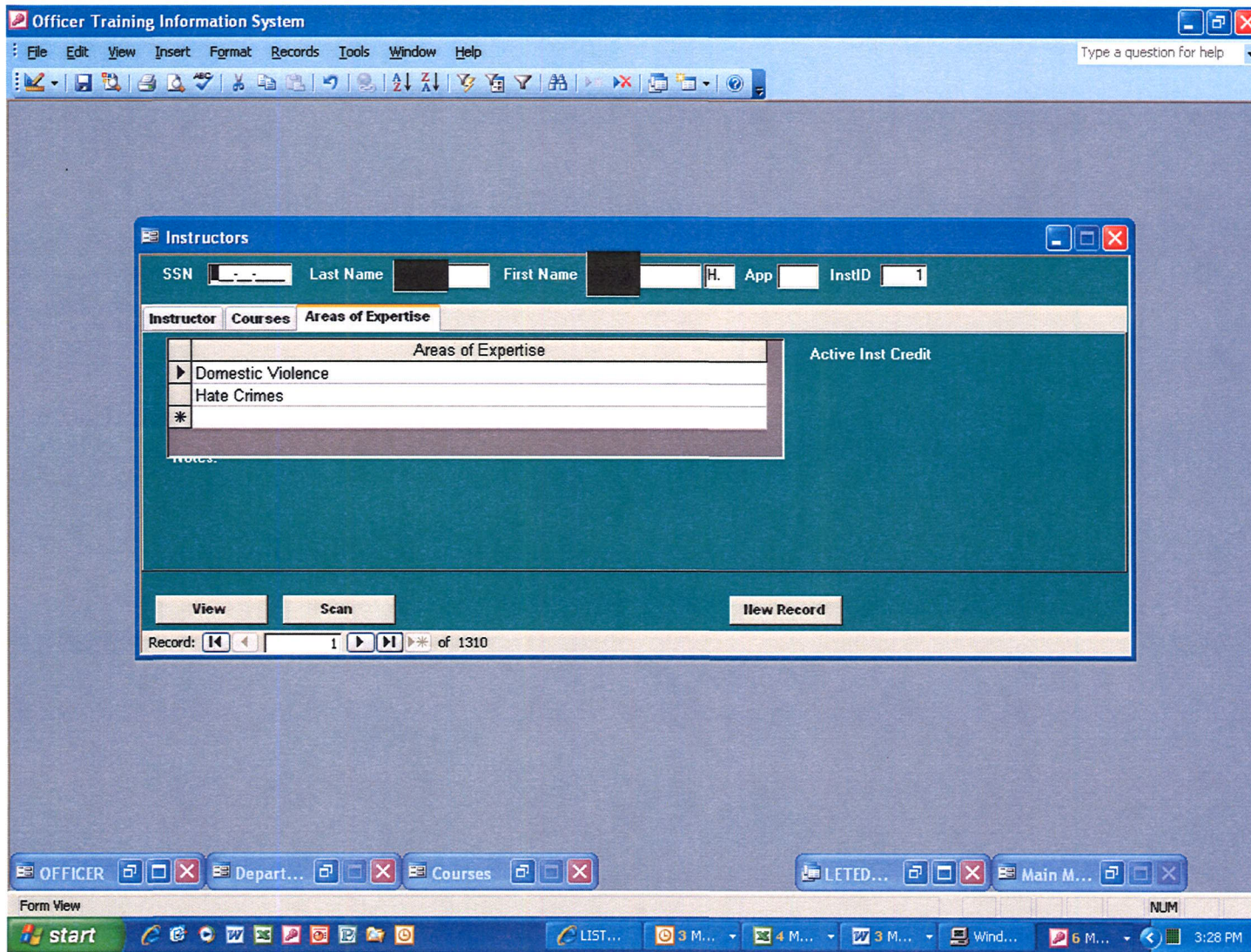
Instructor Page – screen 2 of 3 – Lists Courses Reported - Taught by Individual Instructor

The screenshot displays the 'Officer Training Information System' application window. The main window has a menu bar (File, Edit, View, Insert, Format, Records, Tools, Window, Help) and a search bar. A secondary window titled 'Instructors' is open, showing a form with fields for SSN, Last Name, First Name, H., App, and InstID (set to 1). Below the form are three tabs: 'Instructor', 'Courses', and 'Areas of Expertise'. The 'Courses' tab is active, displaying a table with the following columns: Course, Course Title, Hrs, and Active Inst Credit. The table contains one row with a right-pointing arrow in the 'Course' column. Below the table is a 'Notes:' field. At the bottom of the 'Instructors' window are buttons for 'View', 'Scan', and 'New Record', along with a record navigation bar showing 'Record: 1 of 1310'. The Windows taskbar at the bottom shows the Start button, several open applications (OFFICER, Depart..., Courses, LETED..., Main M...), and the system tray with the time 3:26 PM.

| Course | Course Title | Hrs | Active Inst Credit |
|--------|--------------|-----|--------------------|
| ▶ | | | |

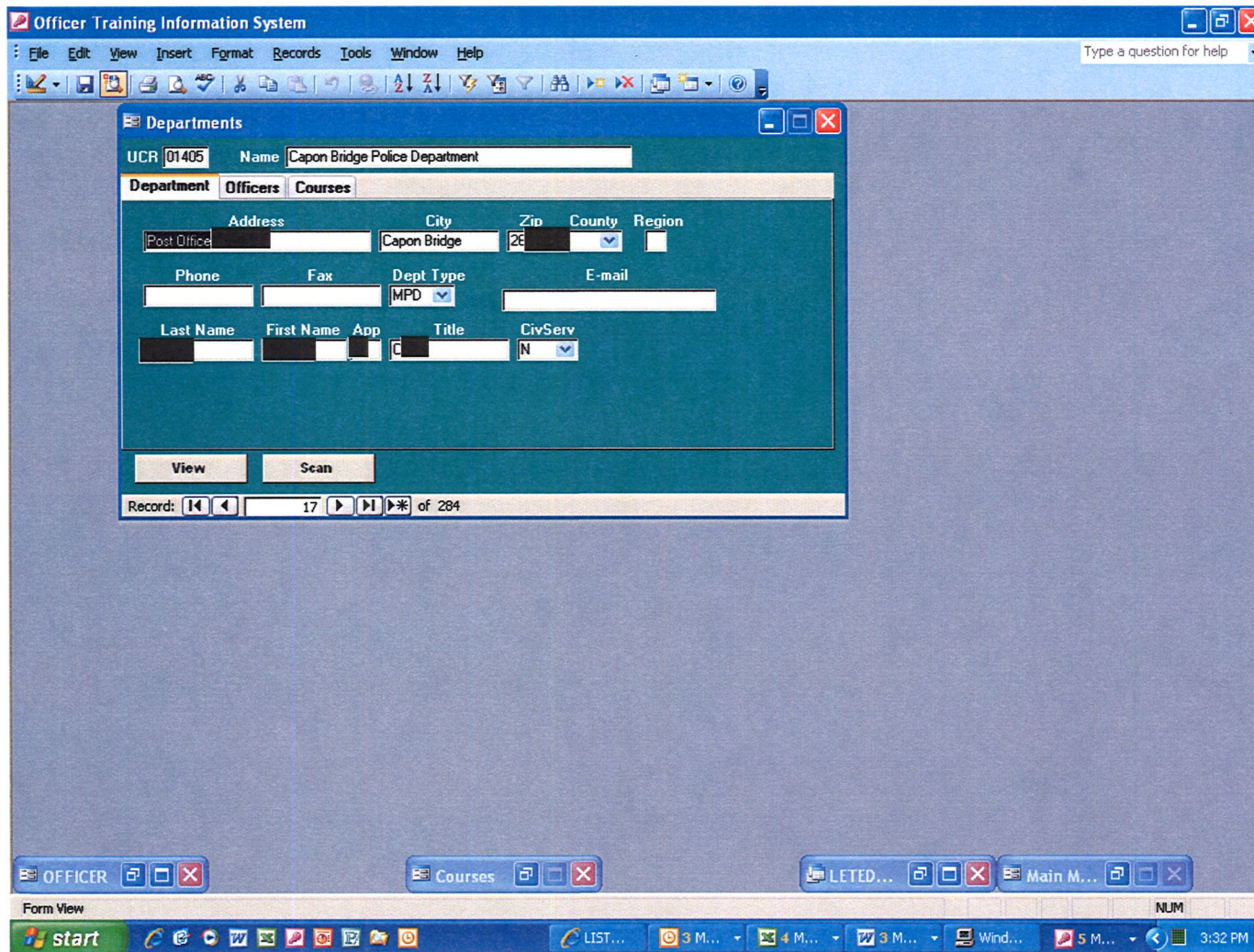
080000

Instructor Page – Screen 3 of 3 – Lists Areas Individual Instructor is Approved to Teach



000081

Department Page – Screen 1 of 3 – General Information on Law Enforcement Agency



Department page – Screen 2 of 3 – Listing of Officers Reflected as Primary Employer Agency

Officer Training Information System

File Edit View Insert Format Records Tools Window Help

Type a question for help

Departments

UCR 01405 Name Capon Bridge Police Department

Department Officers Courses

| | SSN | Last Name | First Name | App | Status | Emp Date |
|---|-----|-----------|------------|-----|--------|----------|
| / | - - | | F | | A | |
| * | | | | | | |

View Scan

Record: 17 of 284

OFFICER Courses LETED... Main M...

Form View NUM

start LIST... 3 M... 4 M... 3 M... Wind... 5 M... 3:33 PM

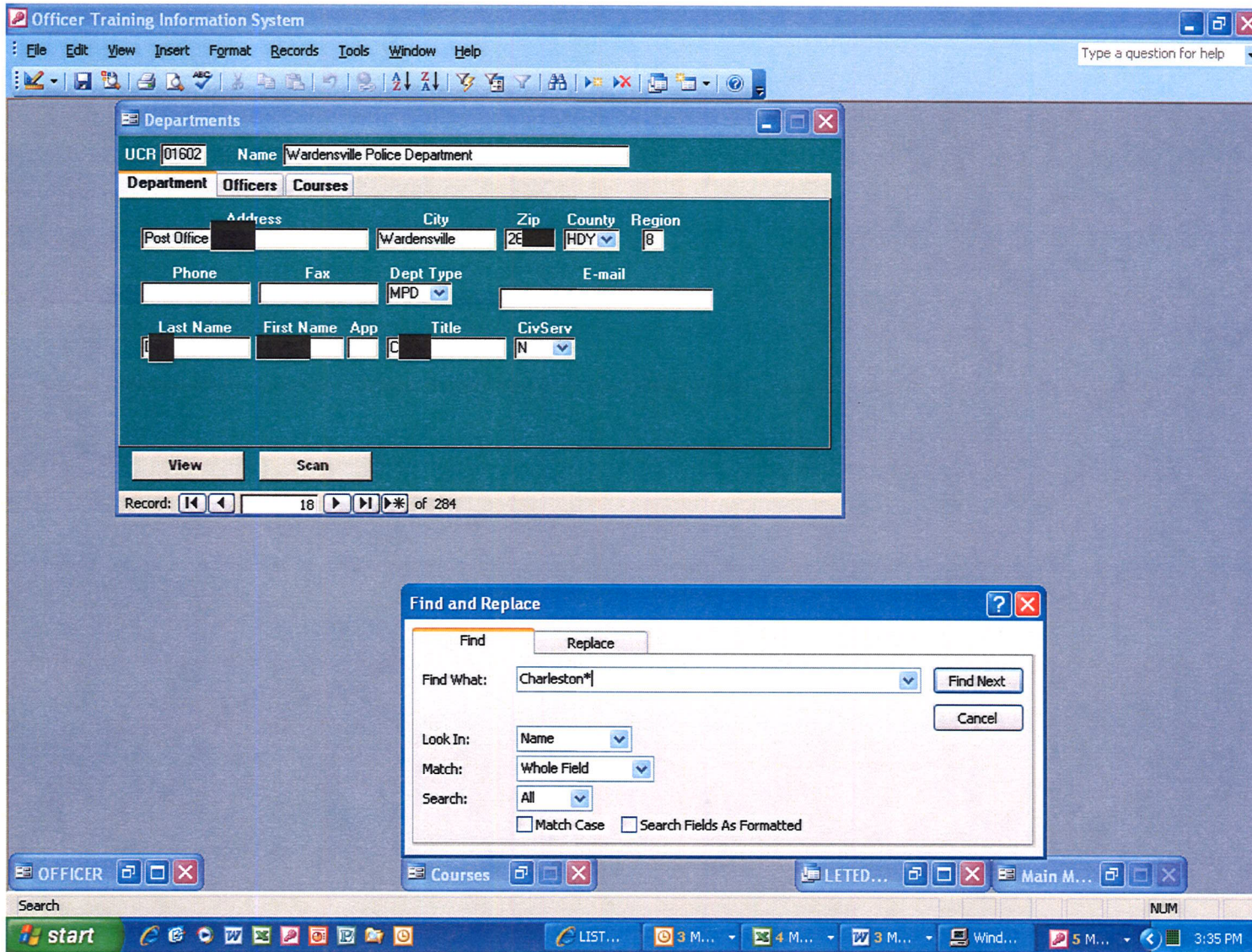
Department page – screen 3 of 3 – Courses Sponsored/Hosted by this Department

The screenshot displays the 'Officer Training Information System' interface. A window titled 'Departments' is open, showing details for UCR 01602 and Name Wardsville Police Department. Below this, a table lists courses with columns for Course, Course Title, Began, Ended, Hrs, and Ins. The table contains four rows of course data and a row with an asterisk. At the bottom of the window, there are 'View' and 'Scan' buttons and a record navigation bar showing 'Record: 18 of 284'. The Windows taskbar at the bottom shows the start button, several open applications, and the system clock at 3:34 PM.

| Course | Course Title | Began | Ended | Hrs | Ins |
|-------------------------|--|-----------|----------|-----|-----|
| 01602-0908-AIS-09146-01 | ICS 300 - Intermediate ICS for Expand | 3/20/2008 | /27/2008 | 14 | |
| 01602-0908-SIS-09012-01 | ICS300 - ICS for Expanding Incidents - | | | 14 | |
| 01602-0908-AIS-09147-01 | ICS400 - Adavanced ICS for Commanc | 3/18/2008 | /25/2008 | 14 | |
| 01602-0908-SIS-09013-01 | ICS400 - Advanced ICS for Command | | | 16 | |
| * | | | | | |

000084

Picture of Screen Reflecting Search Request Within System – (looking for agency info in this case)



ATTACHMENT

P.O.# _____

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

Signature Date

Title

Company Name

Signature Date

Title

Agency/Division

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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 _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

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.

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
 RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
 - (C) Your Company Name
 - (D) City, Location of your Company
 - (E) State, Location of your Company
 - (F) Surety Corporate Name
 - (G) City, Location of Surety
 - (H) State, Location of Surety
 - (I) State of Surety Incorporation
 - (J) City of Surety Incorporation
 - (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.
 - (L) Amount of bond in figures
 - (M) Brief Description of scope of work
 - (N) Day of the month
 - (O) Month
 - (P) Year
 - (Q) Name of Corporation
 - (R) Raised Corporate Seal of Principal
 - (S) Signature of President or Vice
President
 - (T) Title of person signing
 - (U) Raised Corporate Seal of Surety
 - (V) Corporate Name of Surety
 - (W) Signature of Attorney in Fact of the
Surety
- NOTE: Dated, Power of Attorney with Raised
 Surety Seal must accompany this bid
 bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 _____ (C) of _____ (D), _____ (E),
 as Principal, and _____ (F) of _____ (G),
 _____ (H), a corporation organized and existing under the laws
 of the State of _____ (I) with its principal office in the City of
 _____ (J), as Surety, are held and firmly bound unto The State
 of West Virginia, as Obligee, in the penal sum of _____ (K)
 (\$ _____ (L)) for the payment of which, well and truly to be made,
 we jointly and severally bind ourselves, our heirs, administrators, executors,
 successors and assigns.

The Condition of the above obligation is such that whereas the Principal
 has submitted to the Purchasing Section of the Department of Administration
 a certain bid or proposal, attached hereto and made a part hereof to enter into a
 contract in writing for _____ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

(b) If said bid shall be accepted and the Principal shall enter into a
 contract in accordance with the bid or proposal attached hereto and shall furnish
 any other bonds and insurance required by the bid or proposal, and shall in all
 other respects perform the agreement created by the acceptance of said bid then
 this obligation shall be null and void, otherwise this obligation shall remain in full
 force and effect. It is expressly understood and agreed that the liability of the
 Surety for any and all claims hereunder shall, in no event, exceed the penal
 amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the
 obligations of said Surety and its bond shall be in no way impaired or affected by
 any extension of time within which the Obligee may accept such bid: and said
 Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their
 hands and seals, and such of them as are corporations have caused their corporate
 seals to be affixed hereto and these presents to be signed by their proper officers,
 this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

Surety Corporate Seal

(U)

 (Name of Principal)
 By _____
 (Must be President or
 Vice President)

 Title

 (Name of Surety)

 Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of
 Attorney must be attached.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**