



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  
 HSE01154

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2011				

BID OPENING DATE: 08/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		655-78		
IDENTIFICATION SYSTEM  REQUEST FOR PROPOSAL  CONTRACT TO PROVIDE AN IDENTITY MANAGED SERVICE OFFERING FOR THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT.  MANDATORY PRE-BID  A MANDATORY PRE-BID WILL BE HELD ON 07/26/2011 AT 10:00 AM IN THE PURCHASING DIVISION FIRST FLOOR CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305. 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.  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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. 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](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>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>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO TARA LYLE IN THE WV PURCHASING DIVISION VIA E-MAIL AT TARA.L.LYLE@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 08/01/2011 AT THE CLOSE OF BUSINESS. TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p>						

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<p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED PER THE SPECIFICATIONS.</p> <p>(XX) BONDS: THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BONDS FOR \$1,000,000.00.          BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK</p>						

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<p>IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE 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 ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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.:-----HSE01154-----</p> <p>BID OPENING DATE:-----08/16/2011-----</p>						

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BID OPENING DATE: **08/16/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: -----1:30 PM-----  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  -----  PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:  -----          ***** THIS IS THE END OF RFQ HSE01154 ***** TOTAL: _____						

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# REQUEST FOR PROPOSAL HSE01154

## Identity Management Service Offering to Transition State Business Processes to Use Trusted Digital Identity

### 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 Purchasing Division, hereinafter referred to as the "State," is soliciting proposals pursuant to **West Virginia Code §5A-310b** for the Division of Homeland Security and Emergency Management, hereinafter referred to as the "Agency," to acquire an **IDENTITY MANAGED SERVICE OFFERING** that will produce and establish a unique identity at a very high level of assurance and that can provision and leverage a smart credential token that implements 2 and 3 factor authentication, encryption and digital signature functionality via a smart identity token provisioned to that identity and, to apply that identity to many, almost infinite applications, without issuance of any other identity token or other identity management system. The vendor submission and the identity management system which is technically demonstrated must describe how this is intended to operate, cost of implementing this type of offering and a cost and benefit analysis that results in the cost effectiveness from the acquisition of the identity management offering.

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.....	08/01/2011
Mandatory Pre-bid Conference.....	07/25/2011
Addendum Issued .....	TBD
Bid Opening Date .....	08/16/2011
Oral Presentation and Live Demonstration.....	TBD

1.4 **Mandatory Pre-bid Conference (Agency Option):** A mandatory prebid will be conducted on the date listed below:

Date: 07/25/2011  
 Time: 10:00 am  
 Location: 2019 Washington Street, East, Charleston, WV 25305  
 Purchasing Division First Floor Conference Room

Telephone Number: 304-558-2306

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:** Agency is located 1900 Kanawha Blvd, East, Bldg. 1 RM EB-80 Charleston, WV 25305.

2.2 **Background and Current Operating Environment:** The Division of Homeland Security and Emergency Management is the primary state agency charged with coordinating the activities of all organizations for homeland security and emergency management within the state and maintain liaison with and cooperate with homeland security, emergency management and other emergency service and civil defense agencies and organizations of other states and of the federal government, and shall have additional authority, duties as authorized. The Division along with other state and local agencies has a need for a Personal Identification Card that is interoperable with other entities at all levels of government and is desirous of deploying a system that can be utilized for multiple applications across government and the private sector.

2.3 **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their 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.

It is strongly recommended that the vendor have experience developing and deploying similar systems and services

2.4 **Project and Goals:** The project goals and objectives are:

2.4.1 **Identity Management**

2.4.1.1 **Governance: Policy and Overall intent**

**WV intends to acquire an Identity Management Service offering that:**

- A. Produce an Identity Management System that will establish a unique identity in accordance with Federal standards defining a high level of assurance and that will implement 2 and 3 factor authentication, encryption and digital signature functionality.
- B. Enable functionality where the credential is not part of a single application but rather is issued and sustained as trustworthy by the identity management offering. Has the ability to be used by many applications to reduce the cost of implementation across the WV state enterprise.
- C. Enable functionality where a credential is issued once to a unique identity and used by an unlimited number of applications dictated by WV.
- D. When used, enable an environment where data at rest and in transmission has the ability to be encrypted and documents digitally signed so as to maximize privacy requirements.
- E. When used, enable an environment where personally identifiable data will be made unreadable and unusable to unauthorized personnel in all applications where applied.
- F. When used, will enable an environment to streamline and migrate state based transactions from paper based to the use of the digital infrastructure so as to reduce cost and provide convenience to the citizens of WV.

2.4.1.2 Workflow software manages identity and card lifecycle process management activities. The Certificate Authority governs the issuance of Card Certificates.

2.4.1.3 The vendor should suggest equipment for both fixed and mobile issuance as well as a catalogue of all hardware necessary for the system to be utilized to its fullest potential. The State or other jurisdictions will then select the hardware it wants.

## 2.4.2 Attribute Management

2.4.2.1 An attribute is a qualification, benefit, authorization, certification, license and/or privilege that is bound to that unique identity and can be electronically validated using the identity token and relying party digital infrastructure to also include times when power or communication is unavailable.

2.4.2.1.1 Privilege/Attribute Assignment and Management. Vendor to provide "Privilege/Attribute Assignment" software that Agency uses to assign privileges and attributes to Users. "Privilege/Attribute Management" software also is provided for authorized Agency representatives to synchronize the privilege and attribute information associated with Users with the same information in any handheld or other device to eventually include smart phones, and/or tablet platforms which an Agency may use to perform relying party electronic validations. This software should be installed on the Enrollment Station or Issuance Station provided as part of the Card service.

## 2.5 Mandatory Requirements that will become deliverables upon award of contract

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 Products and Services: General Services Administration (GSA) FIPS 201-Approved Products & Services List (APL)

Products and services procured through the GSA APL go through a testing and evaluation. The Vendor is to ensure compliance with all GSA testing and evaluation requirements for PIV-I credentials and FIPS 201 products and services.

2.5.1.1 "Enrollment Station" hardware (a laptop computer with a Card reader, digital camera, fingerprint reader, and an external monitor), which should include enrollment capability via Kiosk, along with the use of appropriate software, is required to collect the identity data needed for each enrolled User's Card, including fingerprints, digital photograph, PIN, and documentation. Collected data is transmitted over an encrypted connection to a central hosted storage facility, using an Agency-provided Internet connection, so no personally-identifiable information is stored locally on the Enrollment Station.

2.5.1.2 "Issuance Station" hardware (a laptop computer with a Card reader, fingerprint reader, PIN entry pad, and Card printer) and the use of appropriate software. Authorized Agency representatives use the Issuance Station to first validate a User with his or her previously collected digital photograph, fingerprint data, and then to print, issue and activate that User's Card including a User selected PIN. The station also captures the User's digital signature confirming receipt of the Card. The Issuance Station embeds an identity-authenticating Certificate on the Card, through which the User's identity and privileges/attributes can be confirmed by any interoperable identity validation

system. Also embedded are a digital signing Certificate, a key management Certification, and a card authentication Certificate for physical access purposes. Agency provides the Internet connection used by the Issuance Station.

#### 2.5.2 Operational Execution: Practice

The Vendor must provide train the trainer assistance for usage of all issuance, attribute, and validation equipment/tool sets.

#### 2.5.3 Products and Services: General Services Administration (GSA) FIPS 201 Approved Products & Services List (APL) and ANSI standard criteria for attribute management

All products for attribute management will meet the requirements of American National Standards Institute (ANSI) standard X9.69 for multi-use purposes, which allows for the capability to link source databases. Additionally, it must meet the requirements of ANSI X9.96, X9.112, X9.73-2010, and ANSI 385.

#### 2.5.4. **Validation Management**

2.5.4.1 Validation is the electronic verification of the identity and attribute(s).

#### 2.5.4.2 Products and Services: General Services Administration (GSA) FIPS 201-Approved Products & Services List (APL) and ANSI standard criteria for attribute management

2.5.4.2A Handheld Devices and Card Validation. Purchase of handheld devices ("Handhelds") from Vendor, which Agency may use alone or with other appropriately-equipped relying party devices, such as Enrollment or Issuance Stations (a) to validate the identity of a User by confirming that the applicable Certificate has not been revoked (as of the last time the revocation list was checked) and (b) to validate the privileges and attributes of a User. Using an Agency-provided Internet connection and appropriate software, the Handhelds will store the Certificate status (but no personally-identifiable information) needed to validate Users' Card status, available privileges/attributes, fingerprint data, PIN, and digital-camera photograph when no Internet connection is available. Handhelds include a Card reader and fingerprint reader, along with the ability to display User name, Certificate status, privileges/attributes, and other information. Certificate status and privilege/attribute validation relating to a User's Card can also be performed by certain other third parties with appropriate hardware and software. There will be no additional charge to the Agency for such third-party validations and no limit on the number of validations that can be performed by Agency or third parties.

#### 2.5.5 **Support**

2.5.5.1 Installation and Training. The Enrollment and Issuance Station hardware, along with any Agency-ordered Handhelds, will be shipped directly to Agency's designated sites loaded with the software described above. Vendor

will train Agency trainers to deploy and use the equipment. A Vendor representative will oversee the initial installation and testing of equipment.

2.5.5.2 Documentation and Multi platform Topology. Vendor will provide templates for the Agency to define lifecycle management processes, specifically for registration, enrollment, issuance, and revocation of User Cards. Vendor will provide templates for policy documentation (e.g., "Registration Practice Statement," "Key Recovery Practice Statement" and "Subscriber Agreement") and work with Agency to conform existing policy documentation to Vendor requirements up to the number of professional services hours listed in the Rates and Charges section below, if necessary. Agency is responsible for the content of those policies and Agency will provide a copy of the policy documentation to support Vendor's CA WebTrust audits. In addition, Vendor will work with Agency on card topology (to determine the items to be included on the card and their layout on the card, such as bar codes, seals/flags, and magnetic stripe programming), and IPL allocation (to determine and add appropriate IPL attributes to the system configuration). Topology shall conform to PIV-I requirements.

2.5.5.3 Reporting. Vendor will provide monthly reporting upon request, including the number of Users sponsored, enrolled, printed and activated. Upon request, Vendor will also provide monthly reporting of service level performance and a summary of reported service failures.

2.5.5.4 Hardware and Software Maintenance. Vendor will provide maintenance and support for defective hardware and software for up to three years after the date it is first activated.

2.5.5.5 Reporting of Security Breaches. Vendor will notify Agency of any actual or attempted breaches of Vendor security specifically targeted at Agency's identity managed service. Agency will notify Vendor of any actual or attempted security breach that Agency identifies. The term "Security Breach Event" includes any such actual or attempted security breach.

2.5.5.6 Cards. Cards (sometimes called a PIV or PIV-I Card) shall comply with physical characteristics as described in International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) 7810 [ISO7810], ISO/IEC 10373 [ISO10373], ISO/IEC 7816 for contact cards [ISO7816], and ISO/IEC 14443 for contactless cards [ISO14443] and FIPS 201. Cards will be warranted against material defects in material and workmanship for 90 days.

2.5.5.7 Data Storage Facility Agency-transmitted User identity data is to be stored at a secured, hosted facility for control purposes; it is not to be accessed by Agency's performing validations in the field. Data is to be protected by regular backups (daily, weekly, quarterly and yearly), monitoring of infrastructure availability and resource utilization, and a hot failover for validation data, to a remote disaster-recovery location. The facility is to be protected by the following

safeguards: (a) emergency power generator; (b) uninterrupted power supply (UPS); (c) smoke/fire detection and fire suppression system; (d) dedicated air conditioning with environmental monitoring; (e) redundant alarm system; (f) visual monitoring systems; (g) scalable rack space; and (h) secured entry. More broadly, Vendor will maintain the operating systems, security administration, facilities and infrastructure that host this User information consistent with industry standard practices, utilizing firewall products and gateways.

- 2.6 **Oral Presentations Required:** 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:

2.6.1A Additionally, the successful prime vendor must certify that they or their team have been approved as a PIV-I offeror or, are in the process of becoming an approved PIV-I offeror or, will commence action to become an approved PIV-I offeror by the federal government as a requirement of selection.

2.6.2B The Identity Provisioning and Electronic Verification Process:

The Vendor is to ensure compliance for a PIV-I credential initially using an infrastructure that is enabled to provision and sustain a GSA Approved Products List (APL)-approved smart card form factor but is able to be transitioned to provision other form factors such as smart phones and tablets which are configured to be provisioned to emulate the PIV-I criteria within 1 year after contract award without additional cost to the State.

The information above demonstrates identity and cryptographic attribute management are required at oral presentation to include all GSA APL-approved hardware intended for use in this offering. The **Mandatory "Demonstration of a live working model"** must be shown during time of oral interview (Power Point Presentation will not be accepted as "Live Demo". Vendor should notify agency of special requirements regarding their needs to execute their presentation.

2.6.2 Presentation Requirement 1: The Vendor will be required to use written and oral presentations to demonstrate the technology and process being offered to satisfy this RFP in a 4-hour demonstration session in WV with WV selection officials as criteria for award. The Vendor will be provided 1 week notice of the demonstration date. The Vendor will demonstrate the process for issuance of a smart credential token using a GSA-approved smart card included in the GSA APL and include demonstration of the back end infrastructure. Additionally, vendors are required to provide a technical architecture demonstrating how a unique identity would be managed and how that identity would be managed and leveraged for multi applications, e.g., the technology and process can be transitioned to a smart phone or tablet form factor that can emulate the PIV-I form factor. The vendor will also demonstrate the use of the form factor after issuance where electronic validation is required. Two of those applications will include 2 and 3

factor authentication for network log on, and access to facilities. The vendor will also demonstrate 5 separate applications where identity is bound to attribute management reflecting the use of the smart credential token for:

1. Disaster response
2. Health IT
3. State-issued licenses
4. State-administered federal benefit programs
5. Information sharing within State entities and with other governmental entities using 2 and 3 factor authentication, digital signature, and encryption

Additionally, demonstrate cost reduction in and timeliness of State operations and how privacy and confidentiality of these transactions using the digital infrastructure is provided.

2.6.3 Presentation Requirement 2: Critical to the selection criteria is the ability to manage data encryption keys over time and also considering role change of those identities over time.

This means for data that is required to be encrypted, that the provider must have in place an encryption key policy and execution plan within the identity management offering on how data once encrypted can be unencrypted by those other than those in the original transaction. This becomes extremely important when personnel move to other job positions or roles and becomes especially important to ensure that all encrypted data and transactions are available to be reviewed by personnel in authorized roles as time progresses in the future.

## 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.

**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 1.3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 2.6. 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 15 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 #:	HSE01154
Opening Date:	08/16/2011
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:

Qualifications and experience	35 points possible
Approach and methodology	15 points possible
Oral interview and Presentation	20 points possible
Cost	30 points possible

**Total 100 Points Possible**

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

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

- 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.

The Vendor will be required to present a price model for an Identity Management Service offering that is standards based for both identity and attributes that will enable WV the ability to transform transactions presently conducted face to face and using paper, into digital transactions conducted using the digital infrastructure (internet, mobile etc) using strong authentication, encryption, and digital signature. That identity managed offering must be able to manage a single unique identity combined with the ability to apply that identity to multi applications without issuance of any other identity credential. Vendors are required to provide a managed solution to the state that provides for a cost per identity basis with no additional charges applied for attributes associated with the card. The vendor as part of their proposal shall present to the State a business case that clearly demonstrates the value of the program to the state, the cost savings generated by the proposal and a method that will allow for migration to new and emerging technologies and changing standards.

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 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.

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 day 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 **Performance Bonds** In the amount of \$ 1,000,000.00.

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

- Public liability in the amount of \$500,000.00.
- Property damage in the amount of \$500,000.00.
- Professional liability (medical, advertising, *et cetera*) in the amount of \$500,000.00.

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, 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 a response regarding 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.*

## **Project Goals and Objectives contained in Section 2.4**

### **Section 2.4.1: Identity Management**

A) Vendor Response:

B) Vendor Response:

C) Vendor Response:

D) Vendor Response:

E) Vendor Response:

F) Vendor Response:

### **Section 2.4.2: Attribute Management**

2.4.2.1 Vendor Response:

2.4.2.1.1. Vendor Response:

# Attachment B: Mandatory Specification Checklist

## 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.

### Section 2.5.1: Products and Services: General Services Administration (GSA) FIPS 201-Approved Products & Services List (APL)

Vendor Response:

#### Section 2.5.1.1: "Enrollment Station" hardware

Vendor Response:

#### Section 2.5.1.2: "Issuance Station" hardware

Vendor Response:

### Section 2.5.2: Operational Execution: Practice

Vendor Response:

### Section 2.5.3: Products and Services: General Services Administration (GSA) FIPS 201 Approved Products & Services List (APL) and ANSI standard criteria for attribute management

Vendor Response:

**Section 2.5.4: Validation Management**

Vendor Response:

**Section 2.5.4.1: Validation is the electronic verification of the identity and attribute(s).**

Vendor Response:

**Section 2.5.4.2: Products and Services: General Services Administration (GSA) FIPS 201-Approved Products & Services List (APL) and ANSI standard criteria for attribute management**

Vendor Response:

**Section 2.5.5: Support**

Vendor Response:

**Section 2.5.5.1: Installation and Training.**

Vendor Response:

**Section 2.5.5.2: Documentation and Multi platform Topology**

Vendor Response:

**Section 2.5.5.3: Reporting.**

Vendor Response:

**Section 2.5.5.4: Hardware and Software Maintenance**

Vendor Response:



**Section 2.5.5.5: Reporting of Security Breaches**

Vendor Response:

**Section 2.5.5.6: Cards.**

Vendor Response:

**Section 2.5.5.7: Data Storage Facility Agency-transmitted**

Vendor Response:

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.

Identity Management System HSE01154

Attachment C - Cost Sheet

Item No.	Description	Quantity	Unit Cost	Extended Price
1	Identity Cards	5000		
2	Hand Held Readers	55		
3	Card Printers	55		
			<b>TOTAL:</b>	

\*\* This cost sheet is intended to be an all inclusive price.

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

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.*

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**

**VENDOR**

Spending Unit: \_\_\_\_\_

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_