



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

MBC1201

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

SHELLY MURRAY
304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

MUNICIPAL BOND COMMISSION

BUILDING 3, ROOM 337
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0650 558-3971

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

BID OPENING DATE:

03/08/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-54	OPEN END CONTRACT THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA MUNICIPAL BOND COMMISSION, IS SOLICITING PROPOSALS FOR A COMMERCIAL OFF THE SHELF BASED SOLUTION TO REPLACE THEIR LEGACY BOND ACCOUNTING, DATA STORAGE, RETRIEVAL, AND REPORTING SYSTEMS PER THE ATTACHED SPECIFICATIONS.	
					MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 02/15/2012 AT 1:30 PM AT 900 PENNSYLVANIA AVENUE, CHARLESTON, WV. 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 COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE	

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.html 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

MBC1201

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF:

SHELLY MURRAY
304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

MUNICIPAL BOND COMMISSION

BUILDING 3, ROOM 337
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0650 558-3971

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

BID OPENING DATE:

03/08/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>TECHNCIAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFP, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 02/17/2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</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

MBC1201

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

SHELLY MURRAY
304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

MUNICIPAL BOND COMMISSION

BUILDING 3, ROOM 337
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0650 558-3971

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

BID OPENING DATE:

03/08/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)						
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.						
THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND						

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

MBC1201

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF:

SHELLY MURRAY
304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

MUNICIPAL BOND COMMISSION

BUILDING 3, ROOM 337
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0650 558-3971

S
H
I
P
T
O

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

BID OPENING DATE:

03/08/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
EXHIBIT 10						
REQUISITION NO.:						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						

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
MBC1201

PAGE
5

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

RFQ COPY
TYPE NAME/ADDRESS HERE

MUNICIPAL BOND COMMISSION

BUILDING 3, ROOM 337
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0650 558-3971

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

BID OPENING DATE: 03/08/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</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>						

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

MBC1201

PAGE

6

ADDRESS CORRESPONDENCE TO ATTENTION OF

SHELLY MURRAY
304-558-8801

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
RS
H
I
P
T
O

MUNICIPAL BOND COMMISSION

BUILDING 3, ROOM 337
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0650 558-3971

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/30/2012				

BID OPENING DATE:

03/08/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: SHELLY MURRAY						
RFQ. NO.: MBC1201						
BID OPENING DATE: 03/08/2012						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ MBC1201 ***** 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

West Virginia Municipal Bond Commission

MBC1201

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 **West Virginia Municipal Bond Commission Division**, hereinafter referred to as the "Agency," to provide the services of a vendor capable of providing a Commercial Off-the-Shelf (COTS) based solution to replace their legacy Bond accounting, data storage, retrieval and reporting systems.

- 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:

Mandatory Pre-bid Conference	02/15/2012
Vendor's Written Questions Submission Deadline.	02/17/2012
Addendum Issued	TBD
Bid Opening Date	03/08/2012
Oral Presentation	TBD

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

Date: 02/15/2012

Time: 1:30 PM

Location: WV Lottery

900 Pennsylvania Avenue

Charleston, WV 25302

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:

Shelly Murray, Buyer Supervisor
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 currently located at 1207 Quarrier Street, Suite 401, Charleston, WV 25301 and effective 04/2012 the agency will be located at 900 Pennsylvania Avenue, Suite 1117 Charleston, WV 25302

2.2 **Background and Current Operating Environment:**

The Municipal Bond Commission (MBC) is the fiscal agent for the management of over 1000 Issuer's revenue and general obligations accounts, with secondary accounts bringing that total to 3,500 overall, with a combined outstanding net worth of \$2 billion dollars. The following is a listing of their current Standard Operating Procedures (SOPs), which correspond to the deliverable specifications for the new system, as found in Section 3 of this document, with the attached Exhibits detailing the current workflow procedures. Listed with each SOP is the relevant Exhibit, both in the current environment and the specifications for the new system. There is no specific order to these SOPs, with the exception of their interaction with other SOPs, as detailed in the Exhibits.

2.2.1 Account Contact Information: (Exhibit A)

The Municipal Bond Commission receives a request from the Issuers of an Account Address form. This contact-provided information is received annually, or sooner, if there are changes to the account.

2.2.1.1 The MBC verifies that the contact and address information have not changed. If changes have occurred, the system is updated. Each account has a unique account number, which should be addressed during this process.

2.2.1.2 This form is filed in the Issuer Contact binder immediately, if no changes are required.

2.2.2 Account Status Requests: (Exhibit B)

The Municipal Bond Commission receives a request for a Status of Accounts for a certain Municipality or Public Service District, for a specified date.

The Status of Accounts is a report stating the surpluses or deficiencies of bond issues of an entity as of a specified date. This report is requested by the bond Issuer, legal counsel, issuing authority or other interested party. The Status of Accounts is prepared using an Excel template and consists of three sections.

2.2.2.1 The first section contains a list of the accounts and their current account balances. The account balances are calculated using the balance from the last closed month and updating the amounts to include un-posted activity in the current month. The amount and date of the last deposit received are also listed.

2.2.2.2 The second section details the balance requirements for each account. Periodic Bond payments are based on Bond Ordinance requirements, which are maintained by the MBC, as of that date. If the issue is in default, the defaulted amounts and interest on delinquent principal should be listed as part of the account requirements.

2.2.2.3 The third section compares the account balances listed in the first section against the account requirements listed in the second section and shows whether each account balance is sufficient to meet the account requirements or has deficiencies or surpluses.

2.2.3 Debt Service Deficiency Notices: (Exhibit C)

The Municipal Bond Commission reviews account balances and if necessary notification is sent to bond Issuers if there are insufficient funds in their account to meet the upcoming debt service payment.

At the first of each month a review is performed to determine which accounts are deficient in funds for the next month's debt service payment.

2.2.3.1 The MBC prepares a Notice template (shell) in Microsoft Word after which the Director's signature is obtained and copies are made for each account that is deficient.

2.2.3.2 Each deficiency is transferred to the Notice template, and these letters are mailed or faxed to the Issuers.

2.2.3.3 A summary report is prepared for the Director and the Water Development Authority (WDA), after which a copy of the deficiency report is e-mailed to the WDA using Microsoft Excel.

2.2.4 Debt Service – Payments: (Exhibit D)

The Municipal Bond Commission is responsible for forwarding funds for debt service to the Lending Agencies and processing the payments through Wires, or State warrants (Invoices.)

Incorporate debt service due from the manual amortization schedules into notification letters to appropriate paying agent banks.

2.2.4.1 One week before debt service is due it is verified that funds are available.

2.2.4.2 Letters are generated based upon paying agent and debt service dates. Interest payments are adjusted for any drawn down bonds.

2.2.4.3 A report of this pool number and related amounts is generated using Microsoft Excel.

2.2.4.4 Generate a report in FIMS for the total Outgoing Wire, Inter-Governmental Transfer (IGT) or Invoice for payment of Debt Service. This should be submitted to the State Auditor's Office for approval.

2.2.4.5 Once the debt service is paid, the posting is done using Microsoft Excel as noted on the Entering Issuer's Data flowchart. (Section 2.2.7 and Exhibit G)

2.2.5 Defaulted Issues Reporting: (Exhibit E)

The Municipal Bond Commission is fiscal agent for bond issue accounts which are in default on their debt service payments. These defaulted amounts are monitored by the Commission and reported monthly to governmental lending agencies.

An Excel spreadsheet lists the defaulted issues and their amounts. These amounts are updated monthly reflecting additional requirements or debt service paid.

2.2.6 Deposits and Receipts: (Exhibit F)

The Municipal Bond Commission ensures that bond deposit payments received are applied to the proper Issuers' accounts in a timely and accurate fashion.

On a daily basis, the payments are applied to the bond accounts in the system using information contained in the remittance advice or the Commission's own Bond Deposit Report.

2.2.6.1 If funds were received through e-pay, a report is available through the Treasurer's system that lists information in CSV/Excel format. Additional fields need to be entered to complete the entry. Currently the report includes FIMS document and date, individual accounts and amounts. The default, "R/D," comment should also be included.

2.2.6.2 Payment transactions entered into the system are dated one business day later than the bank deposit date and contain the Bond Account number, check number and amount.

2.2.6.3 All bond deposits received by check, IGT or Wire Transfer are recorded in the system using Transaction Type "A" ("B" for Public Utility Tax).

2.2.6.4 Payments are received from the issuers and based on the form of payments as below

EPay: Print the FIMS document and EPAY report from the treasurer's website
Export the account info by preparing the deposit shell in MS Excel and create a CSV file to be imported into the TSO.

Checks/Wire Transfers: Prepare FIMS document based on the deposit location and an electronic approval is obtained from the staff member.

Checks are copied and kept with the correspondence during the entire process.

2.2.6.5 MS Excel is used to create the deposit shell and then create a CSV file to be imported into the TSO.

2.2.6.6 If not through MS Excel then within the TSO system each receipt is posted to their accounts. TSO document number is based on the FIMS deposit number.

2.2.6.7 Within the TSO system a details sheet for the complete deposit is printed, this report is used by the accountant to review account allocations.

2.2.6.8 If the account allocation is incorrect then the changes are noted in red on the detail sheet and the complete set is returned to the OA for modifications. After changes the detail report is printed as noted above.

2.2.6.9 If the account allocation is correct then the detail sheet is noted with a double check mark as being correct and returned to Office Assistant (OA).

2.2.6.10 Within the TSO system the receipt for the entire deposit is printed. These receipts are initialed by the accountant upon their approval there is one receipt per check.

2.2.6.11 The receipts along with the check copies, detailed report and correspondence are used in the review process.

2.2.6.12 The FIMS document, the detail report, and copy of receipts are scanned for electronic storage. The transactions are retained within the unposted file of the system. It will remain there until selected for posting. Changes can be made any time through the entry data option.

2.2.7 Entering Issuers' Data (Exhibit G)

The Municipal Bond Commission enters the activity for the Issuer's accounts into the Time Sharing Option (TSO) system.

Once the FIMS document is completed by the Auditor's office the Issuer's account activity is entered into the system. The data for one account is contained within one screen.

2.2.7.1 Each data entry screen should contain the date, account number, and amount (if negative, the sign is entered before the numbers.)

2.2.7.2 Once the FIMS document is approved and completed record this transaction to each individual account.

2.2.7.3 For small number of entries then within TSO MB Files then there are transaction entry, each data screen contains, date, account number, transtype, check# and amount.

2.2.7.4 For multiples issuer's data: Has shell documents in MS Excel to create rows of information and export a CSV file into TSO system.

2.2.7.5 When the entire FIMS transactions are entered, then a detailed report is run for review and the document number and amount is entered.

2.2.7.6 Detailed report and backup documents are reviewed and approved by the Director or Accountant

2.2.7.7 If there are any posting errors then the necessary changes are made and then returned to the staff member for final approval

2.2.7.8 If there are no posting errors then the entries remain in the TSO system.

2.2.8 MBC Fees: (Exhibit H)

The Municipal Bond Commission finances its operations from fees assessed for its services. On a monthly basis these fees are currently calculated at a rate of 23/100 of 1% (Can change annually) of debt service paid for each issue with a maximum of no more than \$2000 per issue per year.

Each month the fees are assessed based on the Debt Service paid that month.

2.2.8.1 Within the system fees are calculated based upon specified debt service dates following the fee requirements list on the current system. A pool summary is also required.

2.2.8.2 Prepare an IGT within FIMS to move funds from 7250 (Issuers), into 7253 (MBC Operating), and submit the FIMS along with the account fee listing to the State Auditor for approval.

2.2.8.3 The activity is posted to the individual accounts, once the IGT has been approved.

2.2.9 New Bond Issues: (Exhibit I)

The Municipal Bond Commission receives newly-completed bond ordinances from Issuer's bond counsel. The Commission reviews these issues and notifies the Issuers of their monetary bond requirements.

As bond ordinances are received by the Commission they are reviewed for any incoming electronic fund transfers and when necessary the commission staff is instructed to prepare the required FIMS documents to process any deposits.

2.2.9.1 A new file is assigned and the new entity is added to the system. A W-9 is mailed to the new Issuer, and an Account Information Questionnaire is included, with a deposit letter.

2.2.9.2 The account is added into the system. If the new account represents an established entity, the new account is linked to the current Issuer.

2.2.9.3 The bond language is reviewed to determine when deposits are required to begin to the revenue account, when deposits are required to begin to the reserve account (if required), the minimum reserve requirement, and any additional deposit accounts that are required by the bond ordinance.

2.2.9.4 If the Commission is NOT the paying agent, a deposit letter is created and submitted, with the bond ordinance and Commission's documents, to the Director for final review using Microsoft Word.

- After final review, all necessary changes are made to the Account File.

2.2.9.5 If the Commission IS the paying agent, an Amortization schedule is created, based on the specimen bond schedule provided, if none is provided, prepare a schedule based on term or serial bond maturities using Microsoft Excel.

2.2.10 Monthly Posting and Reporting: (Exhibit J)

Monthly, the Municipal Bond Commission posts the activity from the Issuers' unposted activities, and generates reports for in-office and Governmental Lending Agencies.

Data throughout the month is generated into an un-posted file in the System. This data is posted monthly after the Executive Director balances the manual fund cash balance report with the Auditor's FIMS end of the month Fund report.

2.2.10.1 The interest is entered based on the Statement of Account from the Treasurer's office. This is entered based on each individual pool. The interest earned the previous month will be posted the first day of the current posting month. Verify within the output queue that the interest job ran successfully. Also, check with the Monthly Ending Balance option that interest was applied to the balances.

2.2.10.2 Within the post ledger option, list each individual document needing to be posted. Review the detail file within the output queue to determine if any documents did not post correctly. Run an Edit of Document query to determine changes, and make them accordingly. Mark documents which need to be posted in the Post Option.

2.2.10.3 If documents did not post properly, make necessary corrections and, after completing the editing process, repeat the Post Option.

2.2.10.4 Create a draft copy of the Account Balances and Status Reports for review. Check for deficiencies versus surplus requirements and any overdrafts needed to be satisfied by reserve balances. After acceptance, make necessary, manual account transfers.

2.2.10.5 Create, at a minimum, final copies of Monthly Deposits, Account Balance, Account Summary and Account Status Reports.

2.2.10.6 These Monthly Reports are sent, via e-mail, to the various entities; the Department of Environmental Protection, the Bureau of Public Health, the Infrastructure, Jobs Development Council and the Water Development Authority. The MBC personnel send reports electronically to governmental lending agencies. Each member of the Commission staff receives the reports (hard copy) needed to process their duties.

2.2.11 Principal Outstanding Verification: (Exhibit K)

The Municipal Bond Commission is fiscal agent for certain bond issues that the principal is not fully drawn at the bond issue date. Principal is advanced for these issues as needed by the bond Issuer. Outstanding principal for these issues should be verified semi-annually.

The Commission receives notices of advances for bond issues where principal is advanced on a draw down basis.

This data is recorded with a MS Excel along with the principal payments; the adjusted principal outstanding is modified within the data system.

2.2.12 Requested Refunds: (Exhibit L)

The Municipal Bond Commission processes Surplus Refunds to Issuers based on their letter of request.

The refund is reviewed to verify that funds are available and that the request does follow the guidelines established within the bond ordinance. Once verified, a confirmation letter, stating the refund amount and the bond accounts charged for the refund, is generated and faxed to the Issuer.

2.2.12.1 When the document is completed, this FIMS refund is deducted from the appropriate accounts. Enter information, based on the entering Issuer's data flowchart.

2.2.12.2 Create detail transaction report for approval and later posting.

2.2.13 Annual Report: (Exhibit M)

The Municipal Bond Commission prepares a complete and full report of its operations and investments at the close of each fiscal year.

2.2.13.13A report is created and statistics imported from TSO reports, Microsoft Excel, Microsoft Word and manually converted into PDF.

2.2.13.2 The Annual summary of Receipts and Disbursements is created from data stored within the System, based on user-defined criteria. The report is then printed and posted to a website and electronically submitted to end users.

2.2.14 Audit Request for Issuers: (Exhibit N)

The Municipal Bond Commission receives inquiries from bond Issuers and their accounting firms requesting information necessary for their audit purposes.

The Commission will provide copies of the bond Issuer's annual or quarterly statements, as requested, and pages from the Commission's Annual Report which contain information related to the bond Issuer.

2.2.15 Certificate of General Obligation Issues: (Exhibit O)

The Municipal Bond Commission is fiscal agent for General Obligation School issues with the state. Periodically a bond issue may wish to refund their current issue. The Commission will certify that the refunding issue does not exceed the total remaining authorized levy.

The Superintendent of the County Schools will notify the Commission of the intent to refund their current bond obligation. The Commission will certify that this refunding will not exceed the total remaining authorizing levy.

2.2.15.1 The first step is to manually calculate the total tax collected since the issuance of the levy. This is done by reviewing the collections from the Account Ledger Card Report. This amount subtracted from the Total Voter's Commitment will determine the Remaining Authorizing Levy. The Commission will need to create an amortization of the new projected requirement based on the maturities and interest rates. The total project payments should be less than the remaining debt service of the current bond issues.

2.2.15.2 A Certificate of the Chairman of the WV Municipal Bond Commission is manually drafted stating the following data:

- The date of the requested letter of the County Board of Education.
- The new principal amount including the interest rates. List the issue that will be refunded including its remaining principal outstanding and interest rates.
- List the amount of taxes expected to be available in each upcoming remaining year for paying debt service on the refunding bonds and the projected annual debt service of those bonds.
- Include the total debt service on the refunding bonds and the reduced amount from the remaining debt service of the current bond issue.
- Verify that the refunding issue does not exceed the taxes expected to be available for the payment, and the total debt service does not exceed the total remaining authorized levy.

2.2.16 Levy Letters: (Exhibit P)

The Municipal Bond Commission provides all local Issuers of general obligation bonds with a statement of the debt service due on their issues in the upcoming tax year, so that they may set correct levy rates for that year.

Annually, in the month of February the Commission constructs a levy letter listing the information contained in this section.

2.2.16.1 The date of authorization is the date the voters approved the issuance of bonds, not the issue date. Should an issue be refunded, this date of voter approval is carried over to the refunding bonds, the original issue amount and principal outstanding as of June 30th. The actual amount of principal and interest due in the upcoming levy year are then listed, and totaled.

2.2.16.2 Standard allowance of 10% for Delinquent taxes and exonerations is added, but if at the time of calculation, in February, the amount in the GO account and the SUR COL account (if any) combined, less any remaining debt service due in the current fiscal year, still equals or exceeds 25% of the debt service due in the coming tax levy year, the allowance is reduced to 5%. If the surplus from the above calculations equals or exceeds 50% of the next year's tax debt service due, the allowance is reduced to 0%.

2.2.16.3 The Commission always levies unless it has sufficient funds already on deposit to pay all remaining debt service due on a bond issue. As the final years of a bond approaches, Issuers may not have sufficient funds to pay all remaining debt service, but a full levy may raise more funds than are required. In that case, a "reduced final year levy" is used. The levy letter states the actual principal and interest due in the upcoming year, but then indicates that this amount is more than that required to pay out the issue. After calculating the actual amount on hand and deducting all remaining debt service, that levy is set at the net difference with a 10% allowance.

2.2.16.4 When there are sufficient funds on hand to pay all remaining debt service on an issue or an issue is refunded and no longer requires a levy, a "no further levy is required" letter is automatically generated by the system to inform the Issuer that they can stop the levy on this issue.

2.2.16.5 A summary of letters is created within MS Excel.

2.2.17 Reminder Letters: (Exhibit Q)

The Municipal Bond Commission will notify the bond Issuer of when their first monthly debt service requirement is to begin. Because the lag time between a bond issue and the first required deposit can be months and sometimes years, the Commission sends a reminder notice to the bond Issuer one month prior to the first required deposit.

Monthly, the First Deposit Requirement Report is created and printed, to determine which accounts begin making their first required bond deposit payment in the following month.

2.2.17.1 Reminder letters for these issues are composed and copies of original bond deposit letters are made from the bond ordinance files to attach with each reminder.

2.2.17.2 The accounts and their monthly deposit amounts are added to the electronic payment system manually.

2.2.18 Statements of Account: (Exhibit R)

The Municipal Bond Commission posts Issuers statements of account on a monthly, quarterly and annual basis to the public website.

2.2.18.1 Manually verify that all statement comments have been added to the individual accounts.

- All statements are commented with the principal outstanding, instructions for surplus funds being available for withdrawal or maximum reserve requirement

2.2.18.2 Create Monthly, Quarterly or Annual statement of account based on a defined date range.

2.2.18.3 Separate the discretionary accounts statements (pool 15 - 18) and divide into State-Pool 15, County.

- Integrate Pool 16 through 18 into county order and Municipal Revenue/Public Service Districts.
- Integrate the State discretionary statements before State issues.
- Integrate County discretionary statements before County issues.
- Integrate discretionary accounts into MR/PSD set before the Revenue issues.

2.2.18.4 Upload all statements into the public website and automatically email users a notification that their statements are available on the website.

2.2.19 Surplus Refunds: (Exhibit S)

The Municipal Bond Commission now manually processes refunds after annual principal payments to prevent arbitrage surplus problems on Issuer's accounts.

2.2.19.1 After the annual principal payment is made the account balance is reviewed to verify if surplus funds do not exist.

2.2.19.2 If surplus exists and bond issuers pay interest on specific bond we create refund letter.

2.2.19.3 When the document is completed, this FIMS refund is deducted from the appropriate accounts. Enter information, based on the entering Issuer's data flowchart.

2.2.19.4 Create detail transaction report for approval and later posting.

2.2.20 Mandatory Call Notices: (Exhibit T)

The Municipal Bond Commission is fiscal agent for certain bond issues that have mandatory call provisions for term bonds written into their bond ordinance stipulating that the registrar be given at least 30-days notice of said mandatory call

The Amortization Schedule is noted with the schedule of the mandatory calls as set forth in the bond ordinance.

2.2.20.1 Every month the Amortization Schedule, with debt service coming due in about 1 ½ months (30 to 60 days), is checked for any mandatory calls. This gives ample time for the 30-day notices to be given. A letter is generated and addressed to the paying agent bank, with the description of the bond issue and official notification is given that on a certain date, the issue in question is mandated to call a certain amount of principal from Term Bonds due at a particular time. The registrar is notified and instructed to take such action, as appropriate, to select and inform holders of these bonds.

2.2.21 Sweep Monthly Deposit Requirement:

Monthly the Commission is responsible for sweeping/debiting issuers' bank accounts. Currently we have nearly 200 issuers signed up for automatic direct debit on their accounts. The monthly bond requirement for accounts is toggled for a sweep. This determination is based on their amortization schedule and a calculated monthly requirement. The reserves have established monthly amounts and this will not change until the reserve has met its full requirement. There are situations where an issue is new and will not have a bond requirement for a couple of years.

2.2.21.1 Every month an MS Excel report is updated, listing the individual accounts and their deposit requirements. Each issuer has a subtotal of their accounts with a grand total summarized by pool totals on the report.

- 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 where and how they were met.
- 2.4 **Project and Goals:** To purchase and implement a Commercial Off-the-Shelf (COTS) based solution to replace their legacy Bond accounting, data storage, retrieval and reporting systems

Vendor Experience

1. Provide information regarding the firm and staff qualifications; copies of any staff certifications or degrees applicable to this project; proposed staffing plan.
2. Provide resumes for personnel who will be assigned to this project. A listing of what roles shall be filled by each employee, is required.
3. Provide descriptions of similar projects completed which should entail the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.
4. Provide references from this project that is willing to discuss the vendor's performance in this specific area. The required reference information is as follows: contact name, phone number, mailing address, e-mail address, and contact's title.

Vendor Disclosures

1. 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 solely be responsible for any and all work performed by subcontractors.

2.2.1 Account Contact Information - Provide the capability to maintain Account information (including contact and address information, see Exhibit A) for all of an Issuer's Accounts with a single entry screen.

The Municipal Bond Commission receives a request from the Issuers of an Account Address form. This contact-provided information is received annually, or sooner, if there are changes to the account.

2.2.1.1 The MBC verifies that the contact and address information have not changed. If changes have occurred, the system is updated. Each account has a unique account number, which should be addressed during this process.

2.2.1.2 This form is filed in the Issuer Contact binder immediately, if no changes are required.

2.2.2 Account Status Requests - Provide the capability to maintain Account Status Requests: (Exhibit B)

The Municipal Bond Commission receives a request for a Status of Accounts for a certain Municipality or Public Service District, for a specified date.

The Status of Accounts is a report stating the surpluses or deficiencies of bond issues of an entity as of a specified date. This report is requested by the bond Issuer, legal counsel, issuing authority or other interested party. The Status of Accounts is prepared using an Excel template and consists of three sections.

2.2.2.1 The first section contains a list of the accounts and their current account balances. The account balances are calculated using the balance from the last closed month and updating the amounts to include un-posted activity in the current month. The amount and date of the last deposit received are also listed.

2.2.2.2 The second section details the balance requirements for each account. Periodic Bond payments are based on Bond Ordinance requirements, which are maintained by the MBC, as of that date. If the issue is in default, the defaulted amounts and interest on delinquent principal should be listed as part of the account requirements.

2.2.2.3 The third section compares the account balances listed in the first section against the account requirements listed in the second section and shows whether each account balance is sufficient to meet the account requirements or has deficiencies or surpluses.

2.2.3 Debt Service Deficiency Notices - Provide the ability to maintain Debt Service Deficiency Notices: (Exhibit C)

The Municipal Bond Commission reviews account balances and if necessary notification is sent to bond Issuers if there are insufficient funds in their account to meet the upcoming debt service payment.

At the first of each month a review is performed to determine which accounts are deficient in funds for the next month's debt service payment.

2.2.3.1 The MBC prepares a Notice template (shell) in Microsoft Word after which the Director's signature is obtained and copies are made for each account that is deficient.

2.2.3.2 Each deficiency is transferred to the Notice template, and these letters are mailed or faxed to the Issuers.

2.2.3.3 A summary report is prepared for the Director and the Water Development Authority (WDA), after which a copy of the deficiency report is e-mailed to the WDA using Microsoft Excel.

2.2.4 Debt Service – Payments - Provide the capability to maintain Debt Service – Payments: (Exhibit D)

The Municipal Bond Commission is responsible for forwarding funds for debt service to the Lending Agencies and processing the payments through Wires, or State warrants (Invoices.)

Incorporate debt service due from the manual amortization schedules into notification letters to appropriate paying agent banks.

2.2.4.1 One week before debt service is due it is verified that funds are available.

2.2.4.2 Letters are generated based upon paying agent and debt service dates. Interest payments are adjusted for any drawn down bonds.

2.2.4.3 A report of this pool number and related amounts is generated using Microsoft Excel.

2.2.4.4 Generate a report in FIMS for the total Outgoing Wire, IGT or Invoice for payment of Debt Service. This should be submitted to the State Auditor's Office for approval.

2.2.4.5 Once the debt service is paid, the posting is done using Microsoft Excel as noted on the Entering Issuer's Data flowchart. (Section 2.2.7 and Exhibit G)

2.2.5 Defaulted Issues Reporting - Provide the capability to maintain Defaulted Issues Reporting: (Exhibit E)

2.2.5.1 The Municipal Bond Commission is fiscal agent for bond issue accounts which are in default on their debt service payments. These defaulted amounts are monitored by the Commission and reported monthly to governmental lending agencies.

2.2.5.2 An Excel spreadsheet lists the defaulted issues and their amounts. These amounts are updated monthly reflecting additional requirements or debt service paid.

2.2.6 Deposits and Receipts – Provide the capability to maintain Deposits and Receipts: (Exhibit F)

The Municipal Bond Commission ensures that bond deposit payments received are applied to the proper Issuers' accounts in a timely and accurate fashion.

On a daily basis, the payments are applied to the bond accounts in the system using information contained in the remittance advice or the Commission's own Bond Deposit Report.

2.2.6.1 If funds were received through e-pay, a report is available through the Treasurer's system that lists information in CSV/Excel format. Additional fields need to be entered to complete the entry. Currently the report includes FIMS document and date, individual accounts and amounts. The default, "R/D," comment should also be included.

2.2.6.2 Payment transactions entered into the system are dated one business day later than the bank deposit date and contain the Bond Account number, check number and amount.

2.2.6.3 All bond deposits received by check, Inter-Governmental Transfer (IGT) or Wire Transfer are recorded in the system using Transaction Type "A" ("B" for Public Utility Tax).

2.2.6.4 Payments are received from the issuers and based on the form of payments as below
 EPay: Print the FIMS document and EPAY report from the treasurer's website
 Export the account info by preparing the deposit shell in MS Excel and create a CSV file to be imported into the TSO.

Checks/Wire Transfers: Prepare FIMS document based on the deposit location and an electronic approval is obtained from the staff member.

Checks are copied and kept with the correspondence during the entire process.

2.2.6.5 MS Excel is used to create the deposit shell and then create a CSV file to be imported into the TSO.

2.2.6.6 If not through MS Excel then within the TSO system each receipt is posted to their accounts. TSO document number is based on the FIMS deposit number.

2.2.6.7 Within the TSO system a details sheet for the complete deposit is printed, this report is used by the accountant to review account allocations.

2.2.6.8 If the account allocation is incorrect then the changes are noted in red on the detail sheet and the complete set is returned to the OA for modifications. After changes the detail report is printed as noted above.

2.2.6.9 If the account allocation is correct then the detail sheet is noted with a double check mark as being correct and returned to OA

2.2.6.10 Within the TSO system the receipt for the entire deposit is printed. These receipts are initialed by the accountant upon their approval there is one receipt per check.

2.2.6.11 The receipts along with the check copies, detailed report and correspondence are used in the review process.

2.2.6.12 The FIMS document, the detail report, and copy of receipts are scanned for electronic storage. The transactions are retained within the unposted file of the system. It will remain there until selected for posting. Changes can be made any time through the entry data option.

2.2.7 Entering Issuers' Data - Provide the capability to maintain Entering Issuers' Data (Exhibit G)

The Municipal Bond Commission enters into the Time Sharing Option (TSO) system the activity for the Issuers' accounts.

Once the FIMS document is completed by the Auditor's office the Issuer's account activity is entered into the system. The data for one account is contained within one screen.

2.2.7.1 Each data entry screen should contain the date, account number, and amount (if negative, the sign is entered before the numbers.)

2.2.7.2 Once the FIMS document is approved and completed record this transaction to each individual account.

2.2.7.3 For small number of entries then within TSO MB Files then there are transaction entry, each data screen contains, date, account number, transtype, check# and amount.

2.2.7.4 For multiples issuer's data: Has shell documents in MS Excel to create rows of information and export a CSV file into TSO system.

2.2.7.5 When the entire FIMS transactions are entered, then a detailed report is run for review and the document number and amount is entered.

2.2.7.6 Detailed report and backup documents are reviewed and approved by the Director or Accountant

2.2.7.7 If there are any posting errors then the necessary changes are made and then returned to the staff member for final approval

2.2.7.8 If there are no posting errors then the entries remain in the TSO system.

2.2.8 MBC Fees - Provide the capability to maintain MBC Fees: (Exhibit H)

The Municipal Bond Commission finances its operations from fees assessed for its services. On a monthly basis these fees are currently calculated at a rate of 23/100 of 1% (Can change annually) of debt service paid for each issue with a maximum of no more than \$2000 per issue per year.

Each month the fees are assessed based on the Debt Service paid that month.

2.2.8.1 Within the system fees are calculated based upon specified debt service dates following the fee requirements list on the current system. A pool summary is also required.

2.2.8.2 Prepare an IGT within FIMS to move funds from 7250 (Issuers), into 7253 (MBC Operating), and submit the FIMS along with the account fee listing to the State Auditor for approval.

2.2.8.3 The activity is posted to the individual accounts, once the IGT has been approved.

2.2.9 New Bond Issues - Provide the capability to create New Bond Issues: (Exhibit I)

The Municipal Bond Commission receives newly-completed bond ordinances from Issuer's bond counsel. The Commission reviews these issues and notifies the Issuers of their monetary bond requirements.

As bond ordinances are received by the Commission they are reviewed for any incoming electronic fund transfers and when necessary the commission staff is instructed to prepare the required FIMS documents to process any deposits.

2.2.9.1 A new file is assigned and the new entity is added to the system. A W-9 is mailed to the new Issuer, and an Account Information Questionnaire is included, with a deposit letter.

2.2.9.2 The account is added into the system. If the new account represents an established entity, the new account is linked to the current Issuer.

2.2.9.3 The bond language is reviewed to determine when deposits are required to begin to the revenue account, when deposits are required to begin to the reserve account (if required), the

minimum reserve requirement, and any additional deposit accounts that are required by the bond ordinance.

2.2.9.4 If the Commission is NOT the paying agent, a deposit letter is created and submitted, with the bond ordinance and Commission's documents, to the Director for final review using Microsoft Word.

- After final review, all necessary changes are made to the Account File.

2.2.9.5 If the Commission IS the paying agent, an Amortization schedule is created, based on the specimen bond schedule provided, if none is provided, prepare a schedule based on term or serial bond maturities using Microsoft Excel.

2.2.10 Monthly Posting and Reporting - Provide the capability to maintain Monthly Posting and Reporting: (Exhibit J)

Monthly, the Municipal Bond Commission posts the activity from the Issuers' unposted activities, and generates reports for in-office and Governmental Lending Agencies.

Data throughout the month is generated into an un-posted file in the System. This data is posted monthly after the Executive Director balances the manual fund cash balance report with the Auditor's FIMS end of the month Fund report.

2.2.10.1 The interest is entered based on the Statement of Account from the Treasurer's office. This is entered based on each individual pool. The interest earned the previous month will be posted the first day of the current posting month. Verify within the output queue that the interest job ran successfully. Also, check with the Monthly Ending Balance option that interest was applied to the balances.

2.2.10.2 Within the post ledger option, list each individual document needing to be posted. Review the detail file within the output queue to determine if any documents did not post correctly. Run an Edit of Document query to determine changes, and make them accordingly. Mark documents which need to be posted in the Post Option.

2.2.10.3 If documents did not post properly, make necessary corrections and, after completing the editing process, repeat the Post Option.

2.2.10.4 Create a draft copy of the Account Balances and Status Reports for review. Check for deficiencies versus surplus requirements and any overdrafts needed to be satisfied by reserve balances. After acceptance, make necessary, manual account transfers.

2.2.10.5 Create, at a minimum, final copies of Monthly Deposits, Account Balance, Account Summary and Account Status Reports.

2.2.10.6 These Monthly Reports are sent, via e-mail, to the various entities; the Department of Environmental Protection, the Bureau of Public Health, the Infrastructure, Jobs Development Council and the Water Development Authority. The MBC personnel send reports electronically to governmental lending agencies. Each member of the Commission staff receives the reports (hard copy) needed to process their duties.

2.2.11 Principal Outstanding Verification - Provide the capability to maintain Principal Outstanding Verification: (Exhibit K)

The Municipal Bond Commission is fiscal agent for certain bond issues that the principal is not

fully drawn at the bond issue date. Principal is advanced for these issues as needed by the bond Issuer. Outstanding principal for these issues should be verified semi-annually.

The Commission receives notices of advances for bond issues where principal is advanced on a draw down basis.

This data is recorded with a MS Excel along with the principal payments; the adjusted principal outstanding is modified within the data system.

2.2.12 Requested Refunds - Provide the capability to maintain Requested Refunds: (Exhibit L)

The Municipal Bond Commission processes Surplus Refunds to Issuers based on their letter of request.

The refund is reviewed to verify that funds are available and that the request does follow the guidelines established within the bond ordinance. Once verified, a confirmation letter, stating the refund amount and the bond accounts charged for the refund, is generated and faxed to the Issuer.

2.2.12.1 When the document is completed, this FIMS refund is deducted from the appropriate accounts. Enter information, based on the entering Issuer's data flowchart.

2.2.12.2 Create detail transaction report for approval and later posting.

2.2.13 Annual Report - Provide the capability to maintain Annual Report: (Exhibit M)

The Municipal Bond Commission prepares a complete and full report of its operations and investments at the close of each fiscal year.

2.2.13.1 A report is created and statistics imported from TSO reports, Microsoft Excel, Microsoft Word and manually converted into PDF.

2.2.13.2 The Annual summary of Receipts and Disbursements is created from data stored within the System, based on user-defined criteria. The report is then printed and posted to a website and electronically submitted to end users.

2.2.14 Audit Request for Issuers- Provide the capability to maintain Audit Request for Issuers: (Exhibit N)

The Municipal Bond Commission receives inquiries from bond Issuers and their accounting firms requesting information necessary for their audit purposes.

The Commission will provide copies of the bond Issuer's annual or quarterly statements, as requested, and pages from the Commission's Annual Report which contain information related to the bond Issuer.

2.2.15 Certificate of General Obligation Issues - Provide the capability to maintain Certificate of General Obligation Issues: (Exhibit O)

The Municipal Bond Commission is fiscal agent for General Obligation School issues with the state. Periodically a bond issue may wish to refund their current issue. The Commission will certify that the refunding issue does not exceed the total remaining authorized levy.

The Superintendent of the County Schools will notify the Commission of the intent to refund their

current bond obligation. The Commission will certify that this refunding will not exceed the total remaining authorizing levy.

2.2.15.1 The first step is to manually calculate the total tax collected since the issuance of the levy. This is done by reviewing the collections from the Account Ledger Card Report. This amount subtracted from the Total Voter's Commitment will determine the Remaining Authorizing Levy. The Commission will need to create an amortization of the new projected requirement based on the maturities and interest rates. The total project payments should be less than the remaining debt service of the current bond issues.

2.2.15.2 A Certificate of the Chairman of the WV Municipal Bond Commission is manually drafted stating the following data:

- The date of the requested letter of the County Board of Education.
- The new principal amount including the interest rates. List the issue that will be refunded including its remaining principal outstanding and interest rates.
- List the amount of taxes expected to be available in each upcoming remaining year for paying debt service on the refunding bonds and the projected annual debt service of those bonds.
- Include the total debt service on the refunding bonds and the reduced amount from the remaining debt service of the current bond issue.
- Verify that the refunding issue does not exceed the taxes expected to be available for the payment, and the total debt service does not exceed the total remaining authorized levy.

2.2.16 Levy Letters - Provide the capability to maintain Levy Letters: (Exhibit P)

The Municipal Bond Commission provides all local Issuers of general obligation bonds with a statement of the debt service due on their issues in the upcoming tax year, so that they may set correct levy rates for that year.

Annually, in the month of February the Commission constructs a levy letter listing the information contained in this section.

2.2.16.1 The date of authorization is the date the voters approved the issuance of bonds, not the issue date. Should an issue be refunded, this date of voter approval is carried over to the refunding bonds, the original issue amount and principal outstanding as of June 30th. The actual amount of principal and interest due in the upcoming levy year are then listed, and totaled.

2.2.16.2 Standard allowance of 10% for Delinquent taxes and exonerations is added, but if at the time of calculation, in February, the amount in the GO account and the SUR COL account (if any) combined, less any remaining debt service due in the current fiscal year, still equals or exceeds 25% of the debt service due in the coming tax levy year, the allowance is reduced to 5%. If the surplus from the above calculations equals or exceeds 50% of the next year's tax debt service due, the allowance is reduced to 0%.

2.2.16.3 The Commission always levies unless it has sufficient funds already on deposit to pay all remaining debt service due on a bond issue. As the final years of a bond approaches, Issuers may not have sufficient funds to pay all remaining debt service, but a full levy may raise more funds than are required. In that case, a "reduced final year levy" is used. The levy letter states the actual principal and interest due in the upcoming year, but then indicates that this amount is more than that required to pay out the issue. After calculating the actual amount on hand and deducting all remaining debt service, that levy is set at the net difference with a 10% allowance.

2.2.16.4 When there are sufficient funds on hand to pay all remaining debt service on an issue or an issue is refunded and no longer requires a levy, a "no further levy is required" letter is automatically generated by the system to inform the Issuer that they can stop the levy on this issue.

2.2.16.5 A summary of letters is created within MS Excel.

2.2.17 Reminder Letters - Provide the capability to maintain Reminder Letters: (Exhibit Q)

The Municipal Bond Commission will notify the bond Issuer of when their first monthly debt service requirement is to begin. Because the lag time between a bond issue and the first required deposit can be months and sometimes years, the Commission sends a reminder notice to the bond Issuer one month prior to the first required deposit.

Monthly, the First Deposit Requirement Report is created and printed, to determine which accounts begin making their first required bond deposit payment in the following month.

2.2.17.1 Reminder letters for these issues are composed and copies of original bond deposit letters are made from the bond ordinance files to attach with each reminder.

2.2.17.2 The accounts and their monthly deposit amounts are added to the electronic payment system manually.

2.2.18 Statements of Account - Provide the capability to maintain Statements of Account: (Exhibit R)

The Municipal Bond Commission posts Issuers statements of account on a monthly, quarterly and annual basis to the public website.

2.2.18.1 Manually verify that all statement comments have been added to the individual accounts.

- All statements are commented with the principal outstanding, instructions for surplus funds being available for withdrawal or maximum reserve requirement

2.2.18.2 Create Monthly, Quarterly or Annual statement of account based on a defined date range.

2.2.18.3 Separate the discretionary accounts statements (pool 15 - 18) and divide into State-Pool 15, County.

- Integrate Pool 16 through 18 into county order and Municipal Revenue/Public Service Districts.
- Integrate the State discretionary statements before State issues.
- Integrate County discretionary statements before County issues.
- Integrate discretionary accounts into MR/PSD set before the Revenue issues.

2.2.18.4 Upload all statements into the public website and automatically email users a notification that their statements are available on the website.

2.2.19 Surplus Refunds - Provide the capability to maintain Surplus Refunds: (Exhibit S)

The Municipal Bond Commission now manually processes refunds after annual principal payments to prevent arbitrage surplus problems on Issuer's accounts.

2.2.19.1 After the annual principal payment is made the account balance is reviewed to verify if surplus funds do not exist.

2.2.19.2 If surplus exists and bond issuers pay interest on specific bond we create refund letter.

2.2.19.3 When the document is completed, this FIMS refund is deducted from the appropriate accounts. Enter information, based on the entering Issuer's data flowchart.

2.2.19.4 Create detail transaction report for approval and later posting.

2.2.20 Mandatory Call Notices - Provide the capability to maintain Mandatory Call Notices: (Exhibit T)

The Municipal Bond Commission is fiscal agent for certain bond issues that have mandatory call provisions for term bonds written into their bond ordinance stipulating that the registrar be given at least 30-days notice of said mandatory call

The Amortization Schedule is noted with the schedule of the mandatory calls as set forth in the bond ordinance.

2.2.20.1 Every month the Amortization Schedule, with debt service coming due in about 1 ½ months (30 to 60 days), is checked for any mandatory calls. This gives ample time for the 30-day notices to be given. A letter is generated and addressed to the paying agent bank, with the description of the bond issue and official notification is given that on a certain date, the issue in question is mandated to call a certain amount of principal from Term Bonds due at a particular time. The registrar is notified and instructed to take such action, as appropriate, to select and inform holders of these bonds.

2.2.21 Sweep Monthly Deposit Requirement – Provide the capability to maintain Sweep Monthly Deposit

Monthly the Commission is responsible for sweeping/debiting issuers' bank accounts. Currently we have nearly 200 issuers signed up for automatic direct debit on their accounts. The monthly bond requirement for accounts is toggled for a sweep. This determination is based on their amortization schedule and a calculated monthly requirement. The reserves have established monthly amounts and this will not change until the reserve has met its full requirement. There are situations where an issue is new and will not have a bond requirement for a couple of years.

2.2.21.1 Every month an MS Excel report is updated, listing the individual accounts and their deposit requirements. Each issuer has a subtotal of their accounts with a grand total summarized by pool totals on the report.

B)

1. Provide the ability to produce audit trails of the financial transactions.
2. Provide the capability to automatically post payments to amortization schedules.
3. Provide the ability to compare upcoming debt services with current cash balances for shortages.
4. Provide the capability to create amortization schedules (see Exhibit I – New Bond Issues).
5. Provide the capability to modify Account Numbers. Currently the account numbers cannot be changed which causes problems when modifications to the account number is needed.

6. Provide the ability to post entries to individual accounts, keeping a daily balance. These activities are generated through the State's Financial Information Management System (FIMS). (See Exhibit G – Entering Issuer's Data.)
7. Provide the capability to post interest earnings based on daily balances. Monthly, the MBC receives an interest earnings amount from the Treasurer for each pool. This amount is applied to the individual accounts based on the daily balances as long as their balance is over \$50.00. This is part of the monthly posting activity. (See Exhibit I – Monthly Posting and Reporting.)
8. Provide the ability for the Director to review deficient accounts for necessary funds, at their discretion, throughout the month.
9. Provide for data conversion and migration of existing MBC information, including, at a minimum, the conversion of the MBC's twelve (12) IBM datasets and their embedded SAS files. Describe, in detail their methodology for achieving this goal and the anticipated timeframe for the conversion and migration.

2.4.1. Providing Reporting capability for the proposed solution.

1. Provide the ability, including, but not limited to, production of the list of reports documented in the attached Exhibits.
2. Provide the capability to build or run statements and/or reports from client or agency historical information/databases.
3. Provide an ad hoc reporting environment.
4. Provide the ability to report on the current lists of transactions.
5. Provide the capability to modify the system-generated reports.
6. Provide the ability to filter and select data within the reports.
7. Provide the capability to change the margins within a report.
8. Provide the capability to modify a report before printing to a variety of software types (e.g. Excel.)
9. Provide the capability to print summary statements based on monthly, quarterly and annual periods. System should also provide the option of printing reports based on specific date ranges, based on the MBC's needs. Currently the MBC provides a statement of accounts for each active account. (See Exhibit Q – Statement of Accounts.)
10. Provide the ability to report on all bond issues established within the system.
11. Retrieve detail and summary data by specific items, and be able to filter the data. The current system's report generation does not offer any filtering options. The MBC requires the ability to filter reports and statements, for a specific item or date from any source.
12. Provide the capability to view activity and balances in both the posted and un-posted data, including, but not limited to the un-posted transactions in various reports.
13. Every month a report needs to be generated listing the individual accounts and their deposit

requirements. Each issuer should have a subtotal of their accounts with a grand total summarized by pool totals on the report.

14. Provide the capability of running reports for individual Issuers, for specific dates or time frames, as required by the MBC.
15. Provide the capability to MBC to generate a report for any defaulted issuers, for specific dates.

2.4.2. Enterprise Resource Planning System (ERP)

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

2.4.3. Providing Security and Controls for the proposed solution.

1. Provide the ability to selectively assign different levels of security access to various system processes.
2. Provide a senior (Administrative) security role to have full access to enter, edit and post data and account information.
3. Provide a security role for an MBC designated employee to enter and edit data only; not post or change account information.
4. Provide a security role for the external users to be able to view only.
5. Provide the ability to define the user access within the system.
6. Provide the capability for read-only web access for Issuers to their data, with certain, specified users having read-only access to all data, regardless of account.

2.4.4. Provide hosting services for the proposed solution.

1. The State of West Virginia will host the new system for the MBC at the WV Office of Technology's Data Center located at 1900 Kanawha Boulevard East, Building 6 Capitol Complex, Charleston, WV 25305. Describe, in detail, the server and workstation specifications required in support of this system.
2. Describe, the Operating System (OS) specifications required to support this system. The Vendor should indicate what program, or programming language, will be used to write the proposed system. The State's preferred database software is SQL Server.
3. Provide detail of any additional software required to implement their proposed solution, which may be required to facilitate optimal use of their system.
4. Clearly indicate whether they, or the State, will be obtaining SSL certificates, if required, to implement their solution.

2.4.5. Provide training for up to five (5) MBC employees.

1. Provide a train-the-trainer program and training materials provided in electronic format. Provide system training during installation as performed at each site.

2. Provide hands-on Administrator Level Training to users with a detailed understanding of how to utilize the system.
3. Provide technical training for maintenance of the solution and interfaces; clearly delineating the methodology and timeframe of this type of training, as well as the types of training forums available.

2.4.6. Provide system documentation that provides in depth detail for each function/component of the solution.

1. Documentation provided to the State should cover several areas of usage of the proposed system. These should include, but should not be limited to User Manuals, System Design Documents, Database Diagrams, Program Documentation, and Status Reports.
2. Provide MBC with the permission to reproduce this documentation which is written and electronic format as necessary.
3. Update system documentation accordingly in the event that system changes are made.

2.4.7. Providing Project Management and Implementation Schedule for the proposed solution.

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. Provide an implementation schedule for the assessment, data conversion and migration of the MBC's data, the development of required modifications to their solution, the development of any necessary interfaces, and the technical and end-user training. This Project Management Methodology shall be provided in a detailed, descriptive fashion, offering, at a minimum, the following information:
 - A. A schedule of project phases.
 - B. The deliverables to be accomplished in each phase.
 - C. The anticipated timeframes within which each phase will be completed.
 - D. Provide the specifications for a test bed environment, affording the State the opportunity to test the proposed solution, and its modifications, without causing any impact to the State's infrastructure, until such time as the State's Project Lead has analyzed and approved the necessary, phased interface for the conversion of the MBC's current systems.
 - E. Capability to adequately handling stress testing for times of heavy usage, recovery and security testing, and any other areas of system fault-tolerance which the Vendor feels is an asset to their proposed application.
 - F. As part of the Project Management Methodology, the vendor will work with the State's Project Team, to facilitate knowledge transfer throughout the implementation and testing phases.

2.4.8. Providing System Warranty, Maintenance & Support for the proposed solution.

1. Provide all types of standard and enhanced warranties. The State's preferred choices

include, but are not limited to: on-site support, second-level technical support, and web-based offerings.

2. Provide one (1) year maintenance period after the system is in production and final acceptance of the system by MBC with no additional cost to the State. During this time the vendor will be required to provide software upgrades and services necessary to keep the system operational. After the maintenance period has expired, the State will require two (2), one (1) year maintenance renewal options.
3. Any upgrades or system modifications should 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.
4. Ensure that the primary point of a contact for all calls concerning the system is the Help Desk. The maximum acceptable downtime should not exceed the time agreed upon in the service level agreement (SLA) after the award of this contract. The following procedure should be followed for all problems being reported concerning the system:
 - A. Provide online/telephone system support to MBC offices beginning at 8:00 am through 5:00 pm Eastern Standard Time Monday through Friday.
 - B. MBC will contact the vendor and a telephone response should be provided within two (2) hours.
 - C. A qualified technician should 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 should provide on-site technical support for problems that cannot be resolved via telephone or remote access.
 - D. No issues should remain unresolved for more than four (4) hours.
 - E. Issues that are not resolved should be directed to the vendor's contract administrator for immediate resolution.
 - F. Each request for service should be assigned a tracking number and include specific information related to the call. The successful vendor should provide a weekly log of trouble calls and the status of the resolution of each issue.
 - G. Provide MBC with a reporting mechanism to track the status of all open service calls. Calls should not be closed until the MBC approves the resolution of the call.

2.4.9. Providing Backup & Disaster Recovery services

1. Describe the recommended methodology for daily, operational backup of the proposed system, with the understanding that the State will be responsible for performing said backups.
2. Describe the proposed recovery mechanisms, including, but not limited to: fail-over capabilities, and time to recovery of system.

2.5 Mandatory Requirements

The following mandatory requirements must be met by the vendor. 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. Vendor's solution **must** be a COTS-based application offering, but not limited to; up-to-date GUI interfaces and web accessibility.
- 2.5.2. The proposed solution **must** be Microsoft Windows-based, and/or compatible with this operating system environment.
- 2.5.3. 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.
- 2.5.4. Vendor solution **must** interface with the State Treasurer's Office's E-Pay system.
- 2.5.5. The vendor **must** have completed at least one (1) project within the past five (5) years which are similar in scope to the project for which this RFP is soliciting proposals.

2.6 Oral Presentations: 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 All vendors should conduct a step-by-step demonstration for business processes similar to those outlined in the RFP. The mandatory on-site vendor demonstration shall be held in Charleston, WV. Each vendor will be provided a consistent time period to demonstrate the functionality of the proposed solution and how it will accommodate West Virginia's requirements. The vendor will be required to conduct a demonstration of a working prototype of the system components and the proposed solution's design; there is no requirement for the use of MBC's data with this demonstration. The vendor will be contacted during the evaluation process to schedule the on-site demonstration. Failure to appear for the on-site demonstration shall result in automatic disqualification.
- 2.6.2 The vendor should provide a presentation summarizing how they will meet the project goals and objectives outlined in this RFP
- 2.6.3 The vendor should also provide a brief presentation with description of similar projects successfully completed which should entail what the project goals and objectives were and how they were met, the timeframe for development, and the vendor's opinion of the success of the project.

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 **nine (9)** 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: _____
Req #: _____
Opening Date: _____
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 when the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids for qualifying proposals will be opened. Cost bids for non-qualifying proposals will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

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:

A. Vendor Experience and References

10 Points Possible

B. Approach and Methodology

1) Project Goals & Objectives (section 2.4, 2.4.1 to 2.4.6 & 2.4.9)	30 Points Possible
2) Project Management Methodology (section 2.4.7)	10 Points Possible
3) Maintenance and Support (section 2.4.8)	10 Points Possible
C. Orals	
1) Prototype Demonstration (section 2.6.1)	05 Points Possible
2) Presentation Summarizing MBC Project Goals (section 2.6.2)	03 Points Possible
3) Presentation of Vendors previous project (section 2.6.3)	02 Points Possible
D. Cost	<u>30 Points Possible</u>
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 considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.

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. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to **West Virginia Code** §5A-3-11(h) and **West Virginia Code of State Rules** §148-1-6.2.5.
- 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 **\$ 250 per day**, for failure to provide deliverables or failure to complete the initiative within 120 days from the award of the contract. 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: None

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: None

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

Vendor Experience

1. Provide information regarding the firm and staff qualifications; copies of any staff certifications or degrees applicable to this project; proposed staffing plan.

Vendor Response

2. Provide resumes for personnel who will be assigned to this project. A listing of what roles shall be filled by each employee, is required.

Vendor Response

3. Provide descriptions of similar projects completed which should entail the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

Vendor Response

4. Provide references from this project that is willing to discuss the vendor's performance in this specific area. The required reference information is as follows: contact name, phone number, mailing address, e-mail address, and contact's title.

Vendor Response

Vendor Disclosures

1. 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 solely be responsible for any and all work performed by subcontractors.

Vendor Response

List project goals and objectives contained in Section 2.4:

- 2.4 **Project and Goals:** To purchase and implement a Commercial Off-the-Shelf (COTS) based solution to replace their legacy Bond accounting, data storage, retrieval and reporting systems.

A) As copied from Section 2.2 Page 3

2.2.1 Account Contact Information - Provide the capability to maintain Account information (including contact and address information, see Exhibit A) for all of an Issuer's Accounts with a single entry screen.

The Municipal Bond Commission receives a request from the Issuers of an Account Address form. This contact-provided information is received annually, or sooner, if there are changes to the account.

2.2.1.3 The MBC verifies that the contact and address information have not changed. If changes have occurred, the system is updated. Each account has a unique account number, which should be addressed during this process.

2.2.1.4 This form is filed in the Issuer Contact binder immediately, if no changes are required.

Vendor Response *(Describe how you will meet the above goal)*

2.2.2 Account Status Requests - Provide the capability to maintain Account Status Requests: (Exhibit B)

The Municipal Bond Commission receives a request for a Status of Accounts for a certain Municipality or Public Service District, for a specified date.

The Status of Accounts is a report stating the surpluses or deficiencies of bond issues of an entity as of a specified date. This report is requested by the bond Issuer, legal counsel, issuing authority or other interested party. The Status of Accounts is prepared using an Excel template and consists of three sections.

2.2.2.1 The first section contains a list of the accounts and their current account balances. The account balances are calculated using the balance from the last closed month and updating the amounts to include un-posted activity in the current month. The amount and date of the last deposit received are also listed.

2.2.2.2 The second section details the balance requirements for each account. Periodic Bond payments are based on Bond Ordinance requirements, which are maintained by the MBC, as of that date. If the issue is in default, the defaulted amounts and interest on delinquent principal should be listed as part of the account requirements.

2.2.2.3 The third section compares the account balances listed in the first section against the account requirements listed in the second section and shows whether each account balance is sufficient to meet the account requirements or has deficiencies or surpluses.

Vendor Response *(Describe how you will meet the above goal)*

2.2.3 Debt Service Deficiency Notices - Provide the ability to maintain Debt Service Deficiency Notices: (Exhibit C)

The Municipal Bond Commission reviews account balances and if necessary notification is sent to bond Issuers if there are insufficient funds in their account to meet the upcoming debt service payment.

At the first of each month a review is performed to determine which accounts are deficient in funds for the next month's debt service payment.

2.2.3.1 The MBC prepares a Notice template (shell) in Microsoft Word after which the Director's signature is obtained and copies are made for each account that is deficient.

2.2.3.2 Each deficiency is transferred to the Notice template, and these letters are mailed or faxed to the Issuers.

2.2.3.3 A summary report is prepared for the Director and the Water Development Authority (WDA), after which a copy of the deficiency report is e-mailed to the WDA using Microsoft Excel.

Vendor Response *(Describe how you will meet the above goal)*

2.2.4 Debt Service – Payments - Provide the capability to maintain Debt Service – Payments: (Exhibit D)

The Municipal Bond Commission is responsible for forwarding funds for debt service to the Lending Agencies and processing the payments through Wires, or State warrants (Invoices.)

Incorporate debt service due from the manual amortization schedules into notification letters to appropriate paying agent banks.

2.2.4.1 One week before debt service is due it is verified that funds are available.

2.2.4.2 Letters are generated based upon paying agent and debt service dates. Interest payments are adjusted for any drawn down bonds.

2.2.4.3 A report of this pool number and related amounts is generated using Microsoft Excel.

2.2.4.4 Generate a report in FIMS for the total Outgoing Wire, IGT or Invoice for payment of Debt Service. This should be submitted to the State Auditor's Office for approval.

2.2.4.5 Once the debt service is paid, the posting is done using Microsoft Excel as noted on the Entering Issuer's Data flowchart. (Section 2.2.7 and Exhibit G)

Vendor Response *(Describe how you will meet the above goal)*

2.2.5 Defaulted Issues Reporting - Provide the capability to maintain Defaulted Issues Reporting: (Exhibit E)

2.2.5.1 The Municipal Bond Commission is fiscal agent for bond issue accounts which are in default on their debt service payments. These defaulted amounts are monitored by the Commission and reported monthly to governmental lending agencies.

2.2.5.2 An Excel spreadsheet lists the defaulted issues and their amounts. These amounts are updated monthly reflecting additional requirements or debt service paid.

Vendor Response *(Describe how you will meet the above goal)*

2.2.6 Deposits and Receipts – Provide the capability to maintain Deposits and Receipts: (Exhibit F)

The Municipal Bond Commission ensures that bond deposit payments received are applied to the proper Issuers' accounts in a timely and accurate fashion.

On a daily basis, the payments are applied to the bond accounts in the system using information contained in the remittance advice or the Commission's own Bond Deposit Report.

2.2.6.1 If funds were received through e-pay, a report is available through the Treasurer's system that lists information in CSV/Excel format. Additional fields need to be entered to complete the entry. Currently the report includes FIMS document and date, individual accounts and amounts. The default, "R/D," comment should also be included.

2.2.6.2 Payment transactions entered into the system are dated one business day later than the bank deposit date and contain the Bond Account number, check number and amount.

2.2.6.3 All bond deposits received by check, Inter-Governmental Transfer (IGT) or Wire Transfer are recorded in the system using Transaction Type "A" ("B" for Public Utility Tax).

2.2.6.4 Payments are received from the issuers and based on the form of payments as below

EPay: Print the FIMS document and EPAY report from the treasurer's website
Export the account info by preparing the deposit shell in MS Excel and create a CSV file to be imported into the TSO.

Checks/Wire Transfers: Prepare FIMS document based on the deposit location and an electronic approval is obtained from the staff member.

Checks are copied and kept with the correspondence during the entire process.

2.2.6.5 MS Excel is used to create the deposit shell and then create a CSV file to be imported into the TSO.

2.2.6.6 If not through MS Excel then within the TSO system each receipt is posted to their accounts. TSO document number is based on the FIMS deposit number.

2.2.6.7 Within the TSO system a details sheet for the complete deposit is printed, this report is used by the accountant to review account allocations.

2.2.6.8 If the account allocation is incorrect then the changes are noted in red on the detail sheet and the complete set is returned to the OA for modifications. After changes the detail report is printed as noted above.

2.2.6.9 If the account allocation is correct then the detail sheet is noted with a double check mark as being correct and returned to OA

2.2.6.10 Within the TSO system the receipt for the entire deposit is printed. These receipts are initialed by the accountant upon their approval there is one receipt per check.

2.2.6.11 The receipts along with the check copies, detailed report and correspondence are used in the review process.

2.2.6.12 The FIMS document, the detail report, and copy of receipts are scanned for electronic storage. The transactions are retained within the unposted file of the system. It will remain there until selected for posting. Changes can be made any time through the entry data option.

Vendor Response (Describe how you will meet the above goal)

2.2.7 Entering Issuers' Data - Provide the capability to maintain Entering Issuers' Data (Exhibit G)

The Municipal Bond Commission enters into the Time Sharing Option (TSO) system the activity for the Issuers' accounts.

Once the FIMS document is completed by the Auditor's office the Issuer's account activity is entered into the system. The data for one account is contained within one screen.

2.2.7.1 Each data entry screen should contain the date, account number, and amount (if negative, the sign is entered before the numbers.)

2.2.7.2 Once the FIMS document is approved and completed record this transaction to each individual account.

2.2.7.3 For small number of entries then within TSO MB Files then there are transaction entry, each data screen contains, date, account number, transtype, check# and amount.

2.2.7.4 For multiples issuer's data: Has shell documents in MS Excel to create rows of information and export a CSV file into TSO system.

2.2.7.5 When the entire FIMS transactions are entered, then a detailed report is run for review and the document number and amount is entered.

2.2.7.6 Detailed report and backup documents are reviewed and approved by the Director or Accountant

2.2.7.7 If there are any posting errors then the necessary changes are made and then returned to the staff member for final approval

2.2.7.8 If there are no posting errors then the entries remain in the TSO system.

Vendor Response *(Describe how you will meet the above goal)*

2.2.8 MBC Fees - Provide the capability to maintain MBC Fees: (Exhibit H)

The Municipal Bond Commission finances its operations from fees assessed for its services. On a monthly basis these fees are currently calculated at a rate of 23/100 of 1% (Can change annually) of debt service paid for each issue with a maximum of no more than \$2000 per issue per year.

Each month the fees are assessed based on the Debt Service paid that month.

2.2.8.1 Within the system fees are calculated based upon specified debt service dates following the fee requirements list on the current system. A pool summary is also required.

2.2.8.2 Prepare an IGT within FIMS to move funds from 7250 (Issuers), into 7253 (MBC Operating), and submit the FIMS along with the account fee listing to the State Auditor for approval.

2.2.8.3 The activity is posted to the individual accounts, once the IGT has been approved.

Vendor Response *(Describe how you will meet the above goal)*

2.2.9 New Bond Issues - Provide the capability to create New Bond Issues: (Exhibit I)

The Municipal Bond Commission receives newly-completed bond ordinances from Issuer's bond counsel. The Commission reviews these issues and notifies the Issuers of their monetary bond requirements.

As bond ordinances are received by the Commission they are reviewed for any incoming electronic fund transfers and when necessary the commission staff is instructed to prepare the required FIMS documents to process any deposits.

2.2.9.1 A new file is assigned and the new entity is added to the system. A W-9 is mailed to the new Issuer, and an Account Information Questionnaire is included, with a deposit letter.

2.2.9.2 The account is added into the system. If the new account represents an established entity, the new account is linked to the current Issuer.

2.2.9.3 The bond language is reviewed to determine when deposits are required to begin to the revenue account, when deposits are required to begin to the reserve account (if required), the

minimum reserve requirement, and any additional deposit accounts that are required by the bond ordinance.

2.2.9.4 If the Commission is NOT the paying agent, a deposit letter is created and submitted, with the bond ordinance and Commission's documents, to the Director for final review using Microsoft Word.

- After final review, all necessary changes are made to the Account File.

2.2.9.5 If the Commission IS the paying agent, an Amortization schedule is created, based on the specimen bond schedule provided, if none is provided, prepare a schedule based on term or serial bond maturities using Microsoft Excel.

Vendor Response *(Describe how you will meet the above goal)*

2.2.10 Monthly Posting and Reporting - Provide the capability to maintain Monthly Posting and Reporting: (Exhibit J)

Monthly, the Municipal Bond Commission posts the activity from the Issuers' unposted activities, and generates reports for in-office and Governmental Lending Agencies.

Data throughout the month is generated into an un-posted file in the System. This data is posted monthly after the Executive Director balances the manual fund cash balance report with the Auditor's FIMS end of the month Fund report.

2.2.10.1 The interest is entered based on the Statement of Account from the Treasurer's office. This is entered based on each individual pool. The interest earned the previous month will be posted the first day of the current posting month. Verify within the output queue that the interest job ran successfully. Also, check with the Monthly Ending Balance option that interest was applied to the balances.

2.2.10.2 Within the post ledger option, list each individual document needing to be posted. Review the detail file within the output queue to determine if any documents did not post correctly. Run an Edit of Document query to determine changes, and make them accordingly. Mark documents which need to be posted in the Post Option.

2.2.10.3 If documents did not post properly, make necessary corrections and, after completing the editing process, repeat the Post Option.

2.2.10.4 Create a draft copy of the Account Balances and Status Reports for review. Check for deficiencies versus surplus requirements and any overdrafts needed to be satisfied by reserve balances. After acceptance, make necessary, manual account transfers.

2.2.10.5 Create, at a minimum, final copies of Monthly Deposits, Account Balance, Account Summary and Account Status Reports.

2.2.10.6 These Monthly Reports are sent, via e-mail, to the various entities; the Department of Environmental Protection, the Bureau of Public Health, the Infrastructure, Jobs Development Council and the Water Development Authority. The MBC personnel send reports electronically to governmental lending agencies. Each member of the Commission staff receives the reports (hard copy) needed to process their duties.

Vendor Response *(Describe how you will meet the above goal)*

2.2.11 Principal Outstanding Verification - Provide the capability to maintain Principal Outstanding Verification: (Exhibit K)

The Municipal Bond Commission is fiscal agent for certain bond issues that the principal is not fully drawn at the bond issue date. Principal is advanced for these issues as needed by the bond Issuer. Outstanding principal for these issues should be verified semi-annually.

The Commission receives notices of advances for bond issues where principal is advanced on a draw down basis.

This data is recorded with a MS Excel along with the principal payments; the adjusted principal outstanding is modified within the data system.

Vendor Response *(Describe how you will meet the above goal)*

2.2.12 Requested Refunds - Provide the capability to maintain Requested Refunds: (Exhibit L)

The Municipal Bond Commission processes Surplus Refunds to Issuers based on their letter of request.

The refund is reviewed to verify that funds are available and that the request does follow the guidelines established within the bond ordinance. Once verified, a confirmation letter, stating the refund amount and the bond accounts charged for the refund, is generated and faxed to the Issuer.

2.2.12.1 When the document is completed, this FIMS refund is deducted from the appropriate accounts. Enter information, based on the entering Issuer's data flowchart.

2.2.12.2 Create detail transaction report for approval and later posting.

Vendor Response *(Describe how you will meet the above goal)*

2.2.13 Annual Report - Provide the capability to maintain Annual Report: (Exhibit M)

The Municipal Bond Commission prepares a complete and full report of its operations and investments at the close of each fiscal year.

2.2.13.13A report is created and statistics imported from TSO reports, Microsoft Excel, Microsoft Word and manually converted into PDF.

2.2.13.2 The Annual summary of Receipts and Disbursements is created from data stored within the System, based on user-defined criteria. The report is then printed and posted to a website and electronically submitted to end users.

Vendor Response *(Describe how you will meet the above goal)*

2.2.14 Audit Request for Issuers- Provide the capability to maintain Audit Request for Issuers: (Exhibit N)

The Municipal Bond Commission receives inquiries from bond Issuers and their accounting firms requesting information necessary for their audit purposes.

The Commission will provide copies of the bond Issuer's annual or quarterly statements, as requested, and pages from the Commission's Annual Report which contain information related to the bond Issuer.

Vendor Response (*Describe how you will meet the above goal*)

2.2.15 Certificate of General Obligation Issues - Provide the capability to maintain Certificate of General Obligation Issues: (Exhibit O)

The Municipal Bond Commission is fiscal agent for General Obligation School issues with the state. Periodically a bond issue may wish to refund their current issue. The Commission will certify that the refunding issue does not exceed the total remaining authorized levy.

The Superintendent of the County Schools will notify the Commission of the intent to refund their current bond obligation. The Commission will certify that this refunding will not exceed the total remaining authorizing levy.

2.2.15.1 The first step is to manually calculate the total tax collected since the issuance of the levy. This is done by reviewing the collections from the Account Ledger Card Report. This amount subtracted from the Total Voter's Commitment will determine the Remaining Authorizing Levy. The Commission will need to create an amortization of the new projected requirement based on the maturities and interest rates. The total project payments should be less than the remaining debt service of the current bond issues.

2.2.15.2 A Certificate of the Chairman of the WV Municipal Bond Commission is manually drafted stating the following data:

- The date of the requested letter of the County Board of Education.
- The new principal amount including the interest rates. List the issue that will be refunded including its remaining principal outstanding and interest rates.
- List the amount of taxes expected to be available in each upcoming remaining year for paying debt service on the refunding bonds and the projected annual debt service of those bonds.
- Include the total debt service on the refunding bonds and the reduced amount from the remaining debt service of the current bond issue.
- Verify that the refunding issue does not exceed the taxes expected to be available for the payment, and the total debt service does not exceed the total remaining authorized levy.

Vendor Response (*Describe how you will meet the above goal*)

2.2.16 Levy Letters - Provide the capability to maintain Levy Letters: (Exhibit P)

The Municipal Bond Commission provides all local Issuers of general obligation bonds with a statement of the debt service due on their issues in the upcoming tax year, so that they may set correct levy rates for that year.

Annually, in the month of February the Commission constructs a levy letter listing the information contained in this section.

2.2.16.1 The date of authorization is the date the voters approved the issuance of bonds, not the issue date. Should an issue be refunded, this date of voter approval is carried over to the refunding bonds, the original issue amount and principal outstanding as of June 30th. The actual amount of principal and interest due in the upcoming levy year are then listed, and totaled.

2.2.16.2 Standard allowance of 10% for Delinquent taxes and exonerations is added, but if at the time of calculation, in February, the amount in the GO account and the SUR COL account (if any) combined, less any remaining debt service due in the current fiscal year, still equals or exceeds 25% of the debt service due in the coming tax levy year, the allowance is reduced to 5%. If the surplus from the above calculations equals or exceeds 50% of the next year's tax debt service due, the allowance is reduced to 0%.

2.2.16.3 The Commission always levies unless it has sufficient funds already on deposit to pay all remaining debt service due on a bond issue. As the final years of a bond approaches, Issuers may not have sufficient funds to pay all remaining debt service, but a full levy may raise more funds than are required. In that case, a "reduced final year levy" is used. The levy letter states the actual principal and interest due in the upcoming year, but then indicates that this amount is more than that required to pay out the issue. After calculating the actual amount on hand and deducting all remaining debt service, that levy is set at the net difference with a 10% allowance.

2.2.16.4 When there are sufficient funds on hand to pay all remaining debt service on an issue or an issue is refunded and no longer requires a levy, a "no further levy is required" letter is automatically generated by the system to inform the Issuer that they can stop the levy on this issue.

2.2.16.5 A summary of letters is created within MS Excel.

Vendor Response (*Describe how you will meet the above goal*)

2.2.17 Reminder Letters - Provide the capability to maintain Reminder Letters: (Exhibit Q)

The Municipal Bond Commission will notify the bond Issuer of when their first monthly debt service requirement is to begin. Because the lag time between a bond issue and the first required deposit can be months and sometimes years, the Commission sends a reminder notice to the bond Issuer one month prior to the first required deposit.

Monthly, the First Deposit Requirement Report is created and printed, to determine which accounts begin making their first required bond deposit payment in the following month.

2.2.17.1 Reminder letters for these issues are composed and copies of original bond deposit letters are made from the bond ordinance files to attach with each reminder.

2.2.17.2 The accounts and their monthly deposit amounts are added to the electronic payment system manually.

Vendor Response (*Describe how you will meet the above goal*)

2.2.18 Statements of Account - Provide the capability to maintain Statements of Account: (Exhibit R)

The Municipal Bond Commission posts Issuers statements of account on a monthly, quarterly and annual basis to the public website.

2.2.18.1 Manually verify that all statement comments have been added to the individual accounts.

- All statements are commented with the principal outstanding, instructions for surplus funds being available for withdrawal or maximum reserve requirement

2.2.18.2 Create Monthly, Quarterly or Annual statement of account based on a defined date range.

2.2.18.3 Separate the discretionary accounts statements (pool 15 - 18) and divide into State-Pool 15, County.

- Integrate Pool 16 through 18 into county order and Municipal Revenue/Public Service Districts.
- Integrate the State discretionary statements before State issues.
- Integrate County discretionary statements before County issues.
- Integrate discretionary accounts into MR/PSD set before the Revenue issues.

2.2.18.4 Upload all statements into the public website and automatically email users a notification that their statements are available on the website.

Vendor Response *(Describe how you will meet the above goal)*

2.2.19 Surplus Refunds - Provide the capability to maintain Surplus Refunds: (Exhibit S)

The Municipal Bond Commission now manually processes refunds after annual principal payments to prevent arbitrage surplus problems on Issuer's accounts.

2.2.19.1 After the annual principal payment is made the account balance is reviewed to verify if surplus funds do not exist.

2.2.19.2 If surplus exists and bond issuers pay interest on specific bond we create refund letter.

2.2.19.3 When the document is completed, this FIMS refund is deducted from the appropriate accounts. Enter information, based on the entering Issuer's data flowchart.

2.2.19.4 Create detail transaction report for approval and later posting.

Vendor Response *(Describe how you will meet the above goal)*

2.2.20 Mandatory Call Notices - Provide the capability to maintain Mandatory Call Notices: (Exhibit T)

The Municipal Bond Commission is fiscal agent for certain bond issues that have mandatory call provisions for term bonds written into their bond ordinance stipulating that the registrar be given at least 30-days notice of said mandatory call

The Amortization Schedule is noted with the schedule of the mandatory calls as set forth in the bond ordinance.

2.2.20.1 Every month the Amortization Schedule, with debt service coming due in about 1 ½ months (30 to 60 days), is checked for any mandatory calls. This gives ample time for the 30-day notices to be given. A letter is generated and addressed to the paying agent bank, with the description of the bond issue and official notification is given that on a certain date, the issue in question is mandated to call a certain amount of principal from Term Bonds due at a particular time. The registrar is notified and instructed to take such action, as appropriate, to select and inform holders of these bonds.

Vendor Response *(Describe how you will meet the above goal)*

2.2.21 Sweep Monthly Deposit Requirement – Provide the capability to maintain Sweep Monthly Deposit

Monthly the Commission is responsible for sweeping/debiting issuers' bank accounts. Currently we have nearly 200 issuers signed up for automatic direct debit on their accounts. The monthly bond requirement for accounts is toggled for a sweep. This determination is based on their amortization schedule and a calculated monthly requirement. The reserves have established monthly amounts and this will not change until the reserve has met its full requirement. There are situations where an issue is new and will not have a bond requirement for a couple of years.

2.2.21.1 Every month an MS Excel report is updated, listing the individual accounts and their deposit requirements. Each issuer has a subtotal of their accounts with a grand total summarized by pool totals on the report.

Vendor Response *(Describe how you will meet the above goal)*

B)

1. Provide the ability to produce audit trails of the financial transactions.

Vendor Response *(Describe how you will meet the above goal)*

2. Provide the capability to automatically post payments to amortization schedules.

Vendor Response *(Describe how you will meet the above goal)*

3. Provide the ability to compare upcoming debt services with current cash balances for shortages.

Vendor Response *(Describe how you will meet the above goal)*

4. Provide the capability to create amortization schedules (see Exhibit I – New Bond Issues).

Vendor Response *(Describe how you will meet the above goal)*

5. Provide the capability to modify Account Numbers. Currently the account numbers cannot be changed which causes problems when modifications to the account number is needed.

Vendor Response *(Describe how you will meet the above goal)*

6. Provide the ability to post entries to individual accounts, keeping a daily balance. These activities are generated through the State's Financial Information Management System (FIMS). (See Exhibit G – Entering Issuer's Data.)

Vendor Response *(Describe how you will meet the above goal)*

7. Provide the capability to post interest earnings based on daily balances. Monthly, the MBC receives an interest earnings amount from the Treasurer for each pool. This amount is applied to the individual accounts based on the daily balances as long as their balance is over \$50.00. This is part of the monthly posting activity. (See Exhibit I – Monthly Posting and Reporting.)

Vendor Response *(Describe how you will meet the above goal)*

8. Provide the ability for the Director to review deficient accounts for necessary funds, at their discretion, throughout the month.

Vendor Response *(Describe how you will meet the above goal)*

9. Provide for data conversion and migration of existing MBC information, including, at a minimum, the conversion of the MBC's twelve (12) IBM datasets and their embedded SAS files. Describe, in detail their methodology for achieving this goal and the anticipated timeframe for the conversion and migration.

Vendor Response *(Describe how you will meet the above goal)*

2.4.1. Providing Reporting capability for the proposed solution.

1. Provide the ability, including, but not limited to, production of the list of reports documented in the attached Exhibits.

Vendor Response *(Describe how you will meet the above goal)*

2. Provide the capability to build or run statements and/or reports from client or agency historical information/databases.

Vendor Response *(Describe how you will meet the above goal)*

3. Provide an ad hoc reporting environment.

Vendor Response *(Describe how you will meet the above goal)*

4. Provide the ability to report on the current lists of transactions.

Vendor Response *(Describe how you will meet the above goal)*

5. Provide the capability to modify the system-generated reports.

Vendor Response *(Describe how you will meet the above goal)*

6. Provide the ability to filter and select data within the reports.

Vendor Response *(Describe how you will meet the above goal)*

7. Provide the capability to change the margins within a report.

Vendor Response *(Describe how you will meet the above goal)*

8. Provide the capability to modify a report before printing to a variety of software types (e.g. Excel.)

Vendor Response *(Describe how you will meet the above goal)*

9. Provide the capability to print summary statements based on monthly, quarterly and annual periods. System should also provide the option of printing reports based on specific date ranges, based on the MBC's needs. Currently the MBC provides a statement of accounts for each active account. (See Exhibit Q – Statement of Accounts.)

Vendor Response *(Describe how you will meet the above goal)*

10. Provide the ability to report on all bond issues established within the system.

Vendor Response *(Describe how you will meet the above goal)*

11. Retrieve detail and summary data by specific items, and be able to filter the data. The current system's report generation does not offer any filtering options. The MBC requires the ability to filter reports and statements, for a specific item or date from any source.

Vendor Response *(Describe how you will meet the above goal)*

12. Provide the capability to view activity and balances in both the posted and un-posted data, including, but not limited to the un-posted transactions in various reports.

Vendor Response *(Describe how you will meet the above goal)*

13. Every month a report needs to be generated listing the individual accounts and their deposit requirements. Each issuer should have a subtotal of their accounts with a grand total summarized by pool totals on the report.

Vendor Response *(Describe how you will meet the above goal)*

14. Provide the capability of running reports for individual Issuers, for specific dates or time frames, as required by the MBC.

Vendor Response *(Describe how you will meet the above goal)*

15. Provide the capability to MBC to generate a report for any defaulted issuers, for specific dates.

Vendor Response *(Describe how you will meet the above goal)*

2.4.2. Enterprise Resource Planning System (ERP)

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

Vendor Response *(Describe how you will meet the above goal)*

2.4.3. Providing Security and Controls for the proposed solution.

1. Provide the ability to selectively assign different levels of security access to various system processes.

Vendor Response *(Describe how you will meet the above goal)*

2. Provide a senior (Administrative) security role to have full access to enter, edit and post data and account information.

Vendor Response *(Describe how you will meet the above goal)*

3. Provide a security role for an MBC designated employee to enter and edit data only; not post or change account information.

Vendor Response *(Describe how you will meet the above goal)*

4. Provide a security role for the external users to be able to view only.

Vendor Response *(Describe how you will meet the above goal)*

5. Provide the ability to define the user access within the system.

Vendor Response *(Describe how you will meet the above goal)*

6. Provide the capability for read-only web access for Issuers to their data, with certain, specified users having read-only access to all data, regardless of account.

Vendor Response *(Describe how you will meet the above goal)*

2.4.4. Provide hosting services for the proposed solution.

1. The State of West Virginia will host the new system for the MBC at the WV Office of Technology's Data Center located at 1900 Kanawha Boulevard East, Building 6 Capitol Complex, Charleston, WV 25305. Describe, in detail, the server and workstation specifications required in support of this system.

Vendor Response *(Describe how you will meet the above goal)*

2. Describe, the Operating System (OS) specifications required to support this system. The Vendor should indicate what program, or programming language, will be used to write the proposed system. The State's preferred database software is SQL Server.

Vendor Response *(Describe how you will meet the above goal)*

3. Provide detail of any additional software required to implement their proposed solution, which may be required to facilitate optimal use of their system.

Vendor Response *(Describe how you will meet the above goal)*

4. Clearly indicate whether they, or the State, will be obtaining SSL certificates, if required, to implement their solution.

Vendor Response *(Describe how you will meet the above goal)*

2.4.5. Provide training for up to five (5) MBC employees.

1. Provide a train-the-trainer program and training materials provided in electronic format. Provide system training during installation as performed at each site.

Vendor Response *(Describe how you will meet the above goal)*

2. Provide hands-on Administrator Level Training to users with a detailed understanding of how to utilize the system.

Vendor Response *(Describe how you will meet the above goal)*

3. Provide technical training for maintenance of the solution and interfaces; clearly delineating the methodology and timeframe of this type of training, as well as the types of training forums

available.

Vendor Response *(Describe how you will meet the above goal)*

2.4.6. Provide system documentation that provides in depth detail for each function/component of the solution.

1. Documentation provided to the State should cover several areas of usage of the proposed system. These should include, but should not be limited to User Manuals, System Design Documents, Database Diagrams, Program Documentation, and Status Reports.

Vendor Response *(Describe how you will meet the above goal)*

2. Provide MBC with the permission to reproduce this documentation which is written and electronic format as necessary.

Vendor Response *(Describe how you will meet the above goal)*

3. Update system documentation accordingly in the event that system changes are made.

Vendor Response *(Describe how you will meet the above goal)*

2.4.7. Providing Project Management and Implementation Schedule for the proposed solution.

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 *(Describe how you will meet the above goal)*

2. Provide an implementation schedule for the assessment, data conversion and migration of the MBC's data, the development of required modifications to their solution, the development of any necessary interfaces, and the technical and end-user training. This Project Management Methodology shall be provided in a detailed, descriptive fashion, offering, at a minimum, the following information:

A. A schedule of project phases.

Vendor Response *(Describe how you will meet the above goal)*

B. The deliverables to be accomplished in each phase.

Vendor Response *(Describe how you will meet the above goal)*

C. The anticipated timeframes within which each phase will be completed.

Vendor Response *(Describe how you will meet the above goal)*

- D. Provide the specifications for a test bed environment, affording the State the opportunity to test the proposed solution, and its modifications, without causing any impact to the State's infrastructure, until such time as the State's Project Lead has analyzed and approved the necessary, phased interface for the conversion of the MBC's current systems.

Vendor Response *(Describe how you will meet the above goal)*

- E. Capability to adequately handling stress testing for times of heavy usage, recovery and security testing, and any other areas of system fault-tolerance which the Vendor feels is an asset to their proposed application.

Vendor Response *(Describe how you will meet the above goal)*

- F. As part of the Project Management Methodology, the vendor will work with the State's Project Team, to facilitate knowledge transfer throughout the implementation and testing phases.

Vendor Response *(Describe how you will meet the above goal)***2.4.8. Providing System Warranty, Maintenance & Support for the proposed solution.**

- 1. Provide all types of standard and enhanced warranties. The State's preferred choices include, but are not limited to: on-site support, second-level technical support, and web-based offerings.

Vendor Response *(Describe how you will meet the above goal)*

- 2. Provide one (1) year maintenance period after the system is in production and final acceptance of the system by MBC with no additional cost to the State. During this time the vendor will be required to provide software upgrades and services necessary to keep the system operational. After the maintenance period has expired, the State will require two (2), one (1) year maintenance renewal options.

Vendor Response *(Describe how you will meet the above goal)*

- 3. Any upgrades or system modifications should 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.

Vendor Response *(Describe how you will meet the above goal)*

- 4. Ensure that the primary point of a contact for all calls concerning the system is the Help Desk. The maximum acceptable downtime should not exceed the time agreed upon in the service level agreement (SLA) after the award of this contract. The following procedure should be followed for all problems being reported concerning the system:

- A. Provide online/telephone system support to MBC offices beginning at 8:00 am through 5:00 pm Eastern Standard Time Monday through Friday.

Vendor Response *(Describe how you will meet the above goal)*

- B. MBC will contact the vendor and a telephone response should be provided within two (2) hours.

Vendor Response *(Describe how you will meet the above goal)*

- C. A qualified technician should 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 should provide on-site technical support for problems that cannot be resolved via telephone or remote access.

Vendor Response *(Describe how you will meet the above goal)*

- D. No issues should remain unresolved for more than four (4) hours.

Vendor Response *(Describe how you will meet the above goal)*

- E. Issues that are not resolved should be directed to the vendor's contract administrator for immediate resolution.

Vendor Response *(Describe how you will meet the above goal)*

- F. Each request for service should be assigned a tracking number and include specific information related to the call. The successful vendor should provide a weekly log of trouble calls and the status of the resolution of each issue.

Vendor Response *(Describe how you will meet the above goal)*

- G. Provide MBC with a reporting mechanism to track the status of all open service calls. Calls should not be closed until the MBC approves the resolution of the call.

Vendor Response *(Describe how you will meet the above goal)*

2.4.9. Providing Backup & Disaster Recovery services

1. Describe the recommended methodology for daily, operational backup of the proposed system, with the understanding that the State will be responsible for performing said backups.

Vendor Response *(Provide how you will meet the above goal)*

2. Describe the proposed recovery mechanisms, including, but not limited to: fail-over capabilities, and time to recovery of system.

Vendor Response *(Provide how you will meet the above goal)*

Attachment B: Mandatory Specification Checklist

- 2.5.1. Vendor's solution **must** be a COTS-based application offering, but not limited to; up-to-date GUI interfaces and web accessibility.

Vendor Response (Provide a description of how you meet the requirement)

- 2.5.2. The proposed solution **must** be Microsoft Windows-based, and/or compatible with this operating system environment.

Vendor Response (Provide a description of how you meet the requirement)

- 2.5.3. 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.

Vendor Response (Provide a description of how you meet the requirement)

- 2.5.4. Vendor solution **must** interface with the State Treasurer's Office's E-Pay system.

Vendor Response (Provide a description of how you meet the requirement)

- 2.5.5. The vendor **must** have completed at least one (1) project within the past five (5) years which are similar in scope to the project for which this RFP is soliciting proposals.

Vendor Response (Provide a description of how you meet the requirement)

I certify that the proposal submitted meets or exceeds all the mandatory specifications of this Request for Proposal. 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.

Implementation Cost		\$	
Annual Maintenance Cost		\$	
Training Cost		\$	
Programming / Modifications	Rate/Hr: \$	\$:	(Rate for 100 hours)

Table 1 Total All-Inclusive Costs

List the total all-inclusive cost for performing the services proposed to meet the Project Goals and Objectives described in **Section 2.4** and the Mandatory Requirements described in **Section 2.5**.

Year	Cost for Services provided by Vendor	Total Cost
1	Implementation Cost + Annual Maintenance Cost + Training Cost + Programming / Modifications (100hrs)	
2	Annual Maintenance Cost Year 2	
3	Annual Maintenance Cost Year 3	

Grand Total (this Cost is Scored)	\$
---	----

Note: Hours are estimates for bid evaluation purposes only; actual hours may be more or less at the Agency's discretion.

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

EXHIBIT A Municipal Bond Commission
2.2.1 Account Contact Information - Current Process

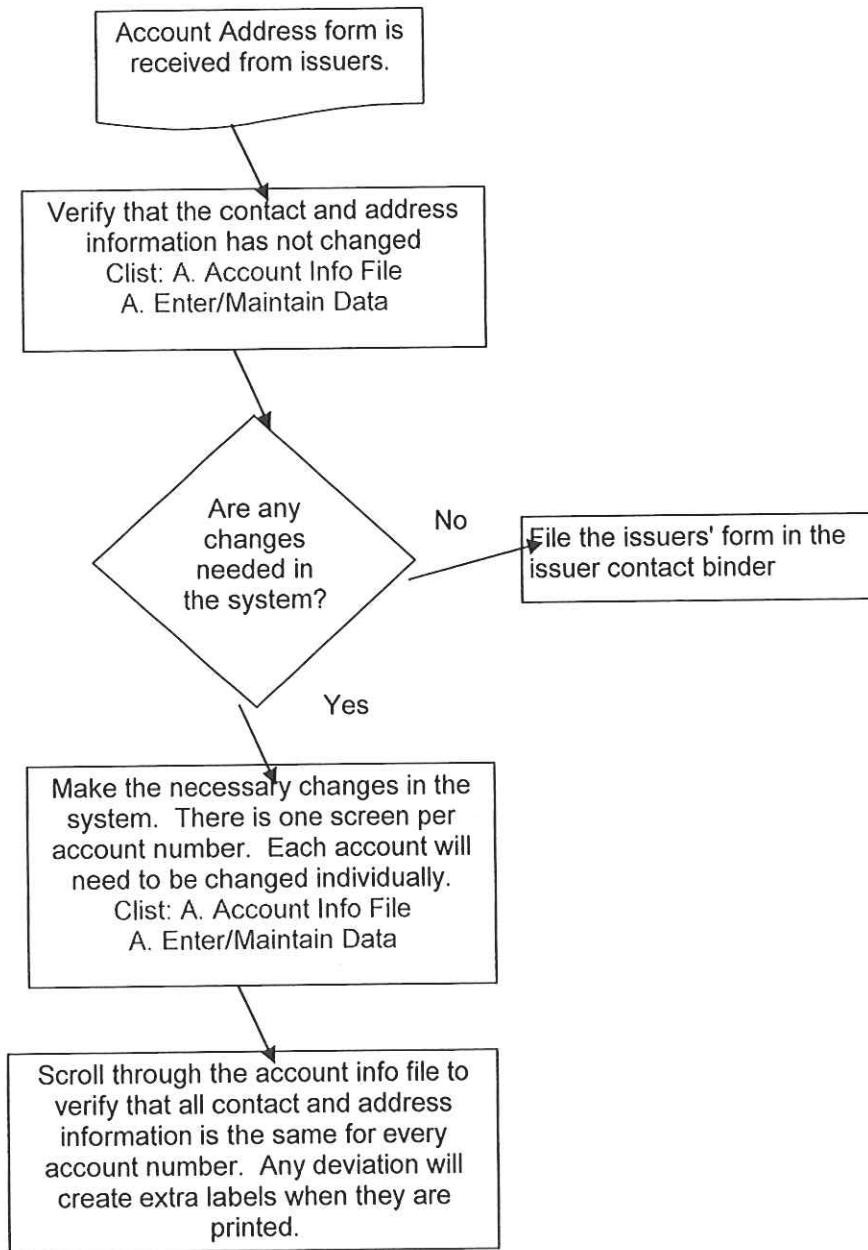


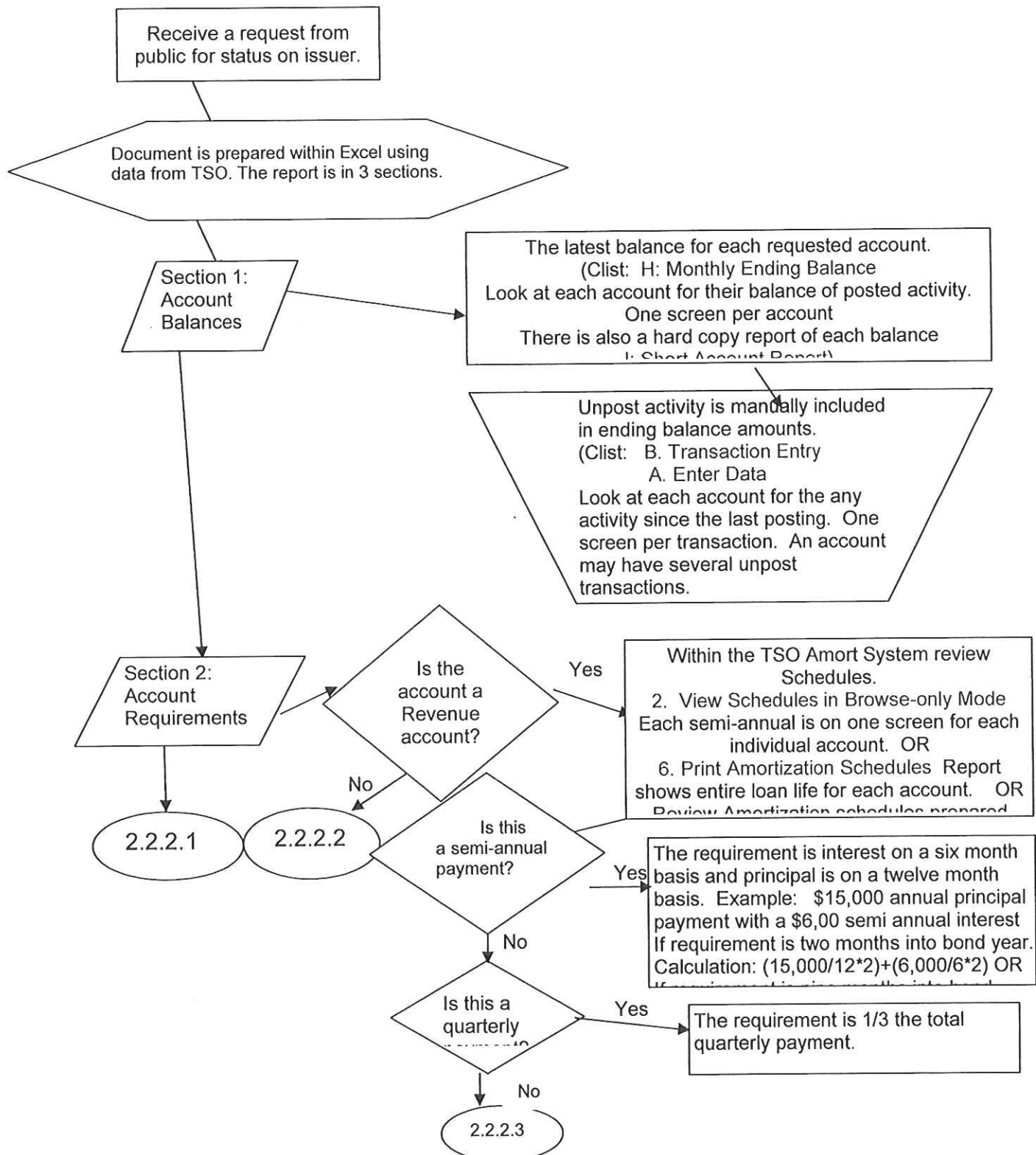
EXHIBIT B**Municipal Bond Commission
2.2.2 Account Status Requests – Current Process**

EXHIBIT B

Municipal Bond Commission
2.2.2 Account Status Requests – Current Process (continued)

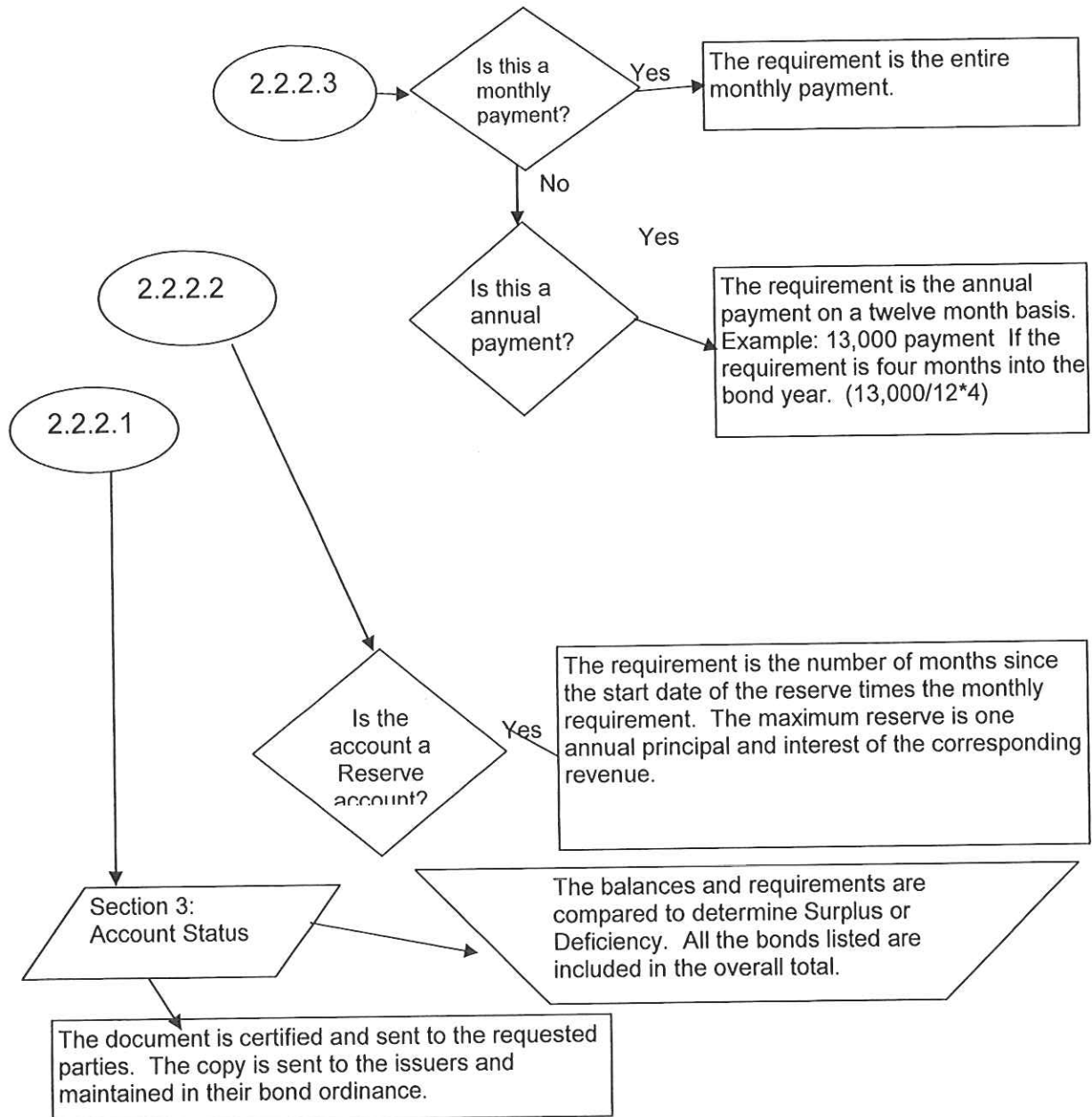


EXHIBIT C Municipal Bond Commission
2.2.3 Debt Service Deficiency Notices – Current Process

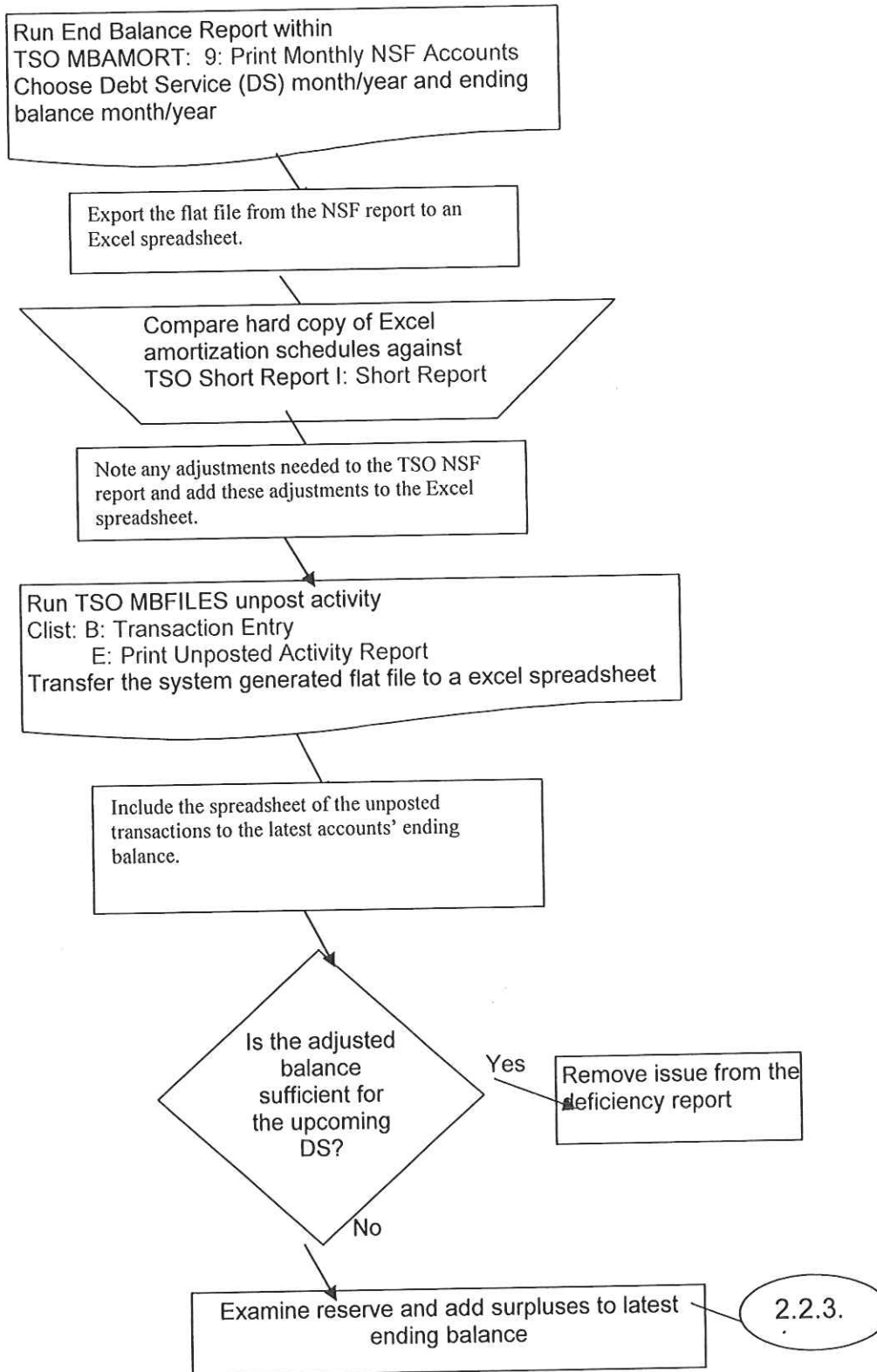


EXHIBIT C

Municipal Bond Commission
2.2.3 Debt Service Deficiency Notices – Current Process
(continued)

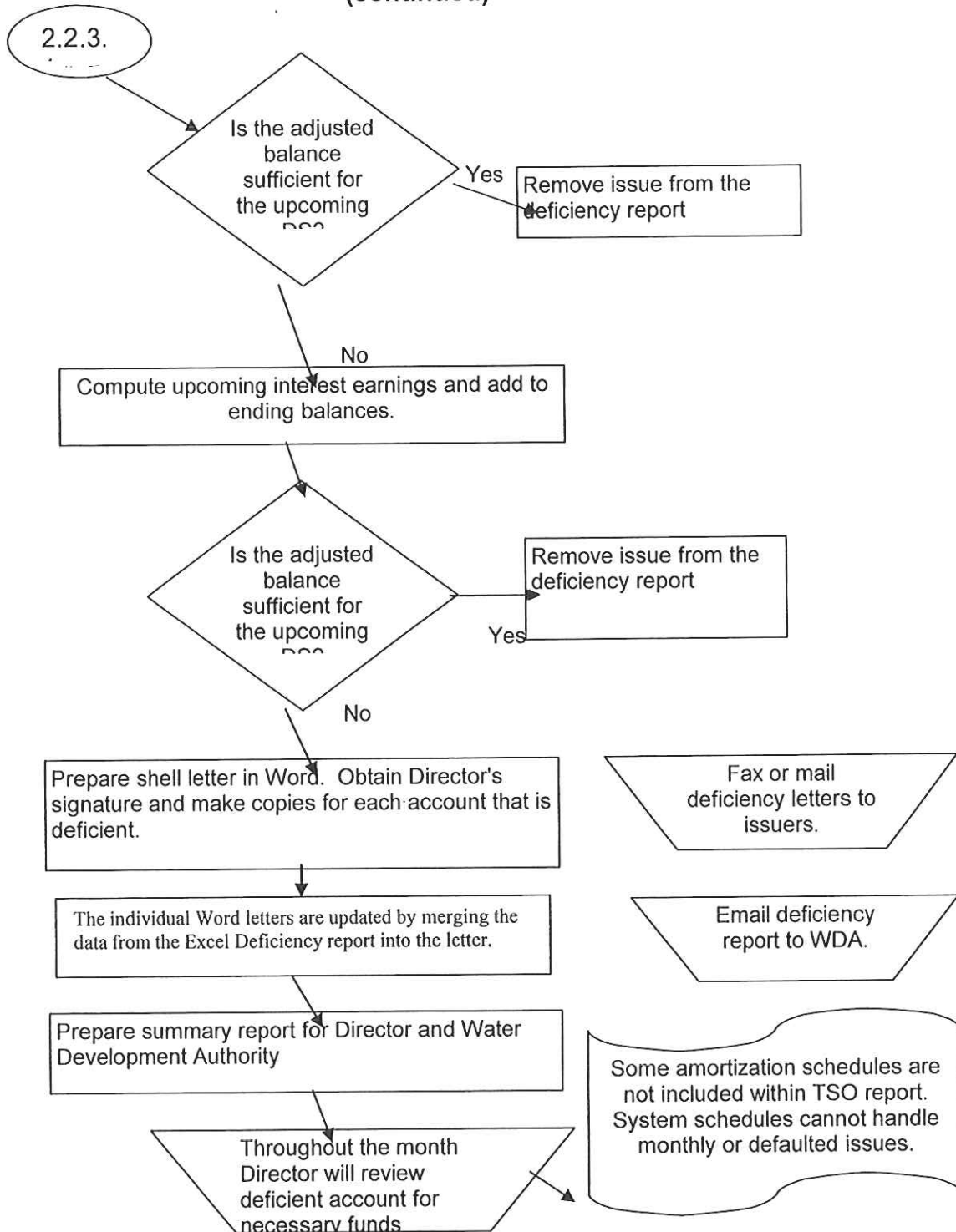


EXHIBIT D Municipal Bond Commission
2.2.4 Debt Service Payments – Current Process

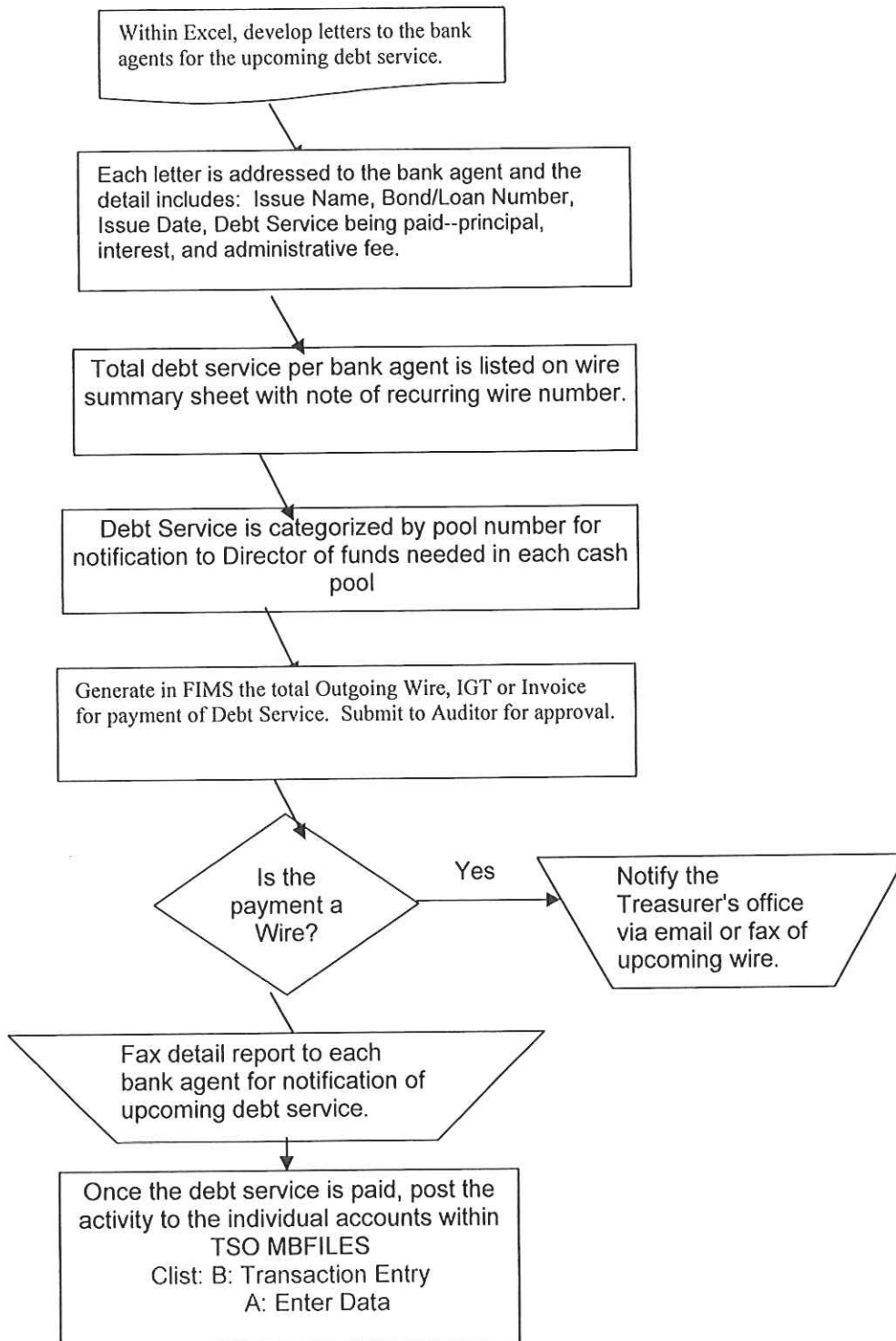


EXHIBIT E

Municipal Bond Commission 2.2.5 Defaulted Issues Reporting – Current Process

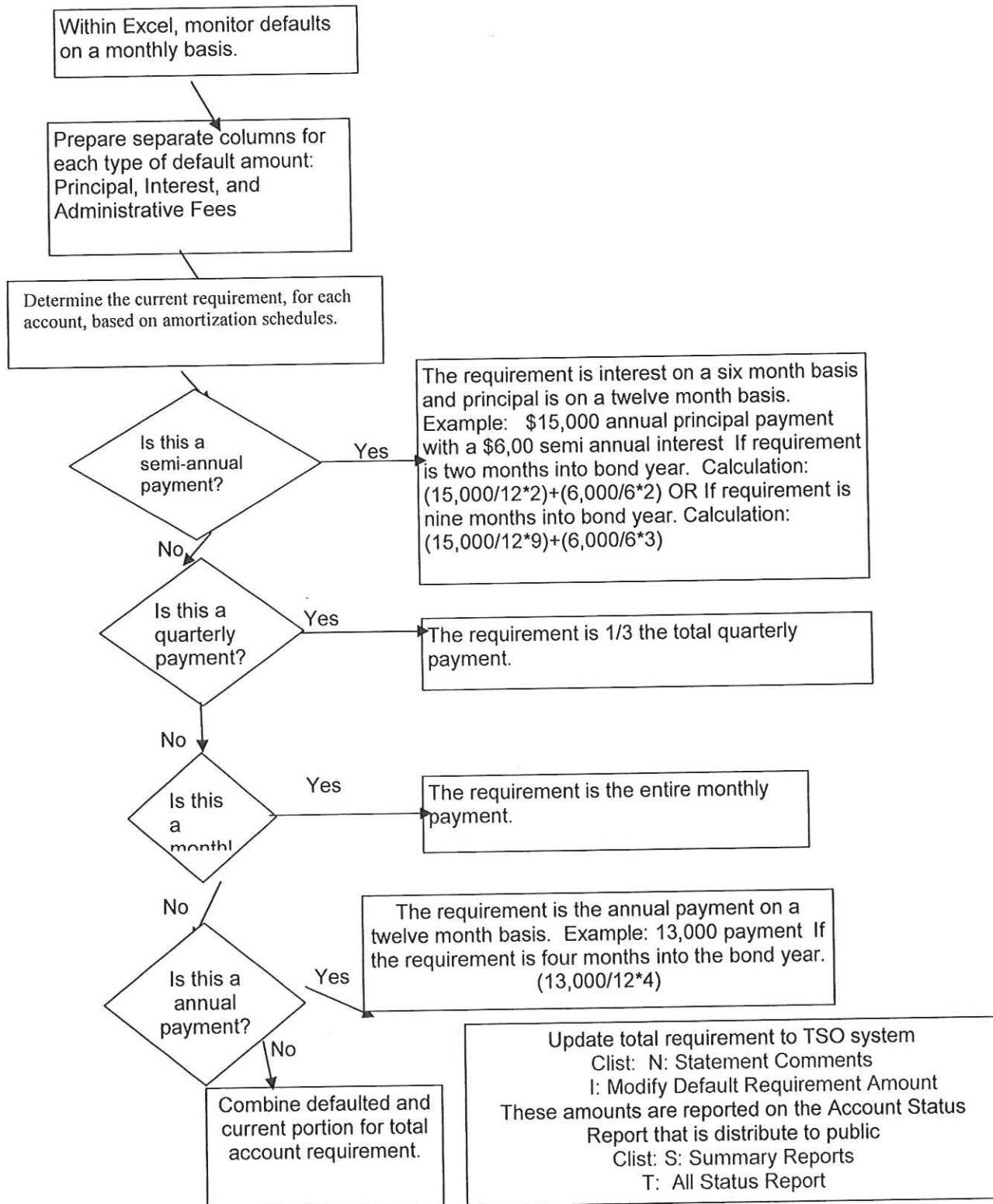


EXHIBIT F

Municipal Bond Commission

2.2.6 Deposits and Receipts – Current Process

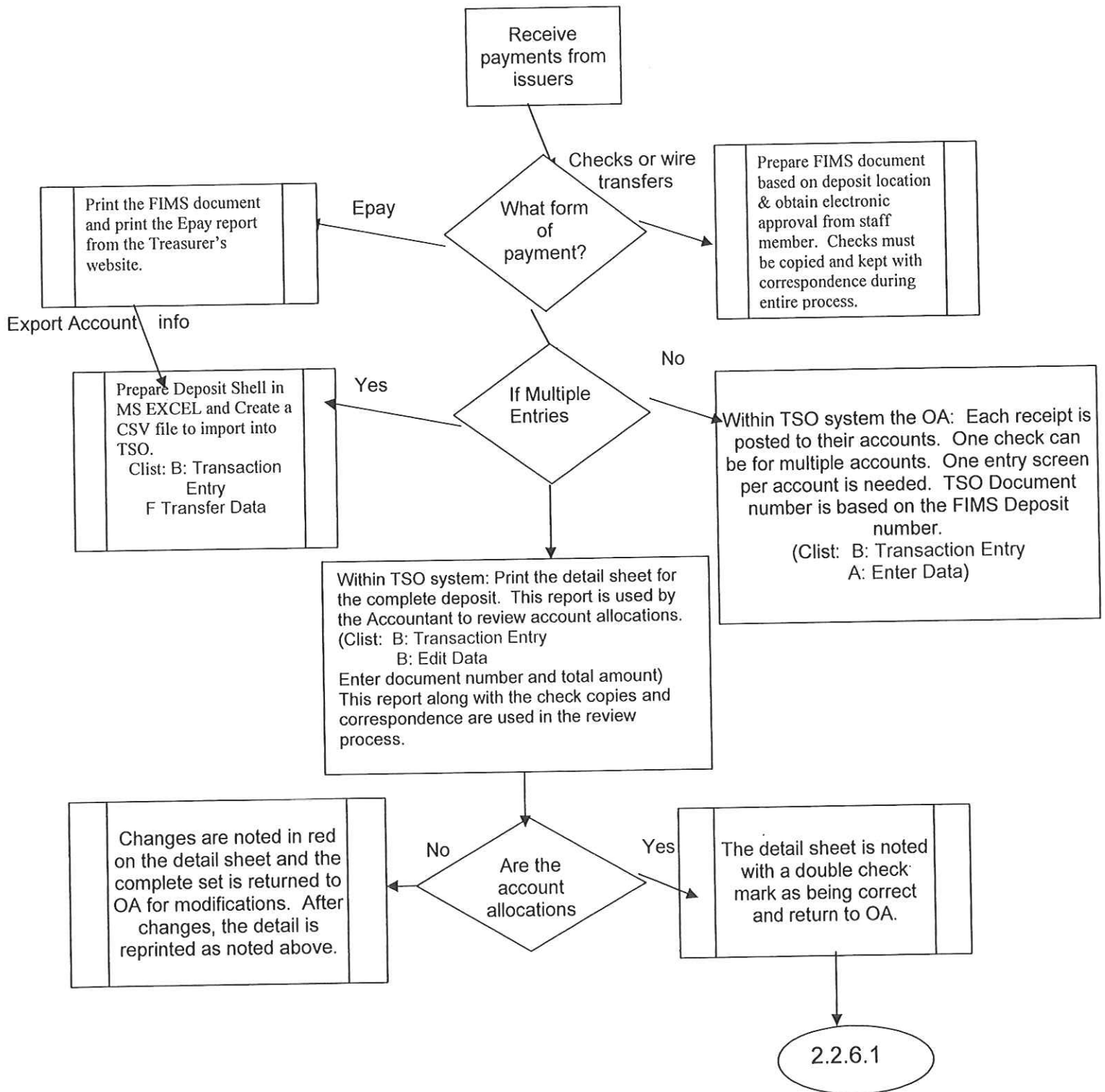


EXHIBIT F

Municipal Bond Commission
2.2.6 Deposits and Receipts – Current Process (continued)

2.2.6.1

Within TSO system: Print receipt for the entire deposit. These receipts are initialed by the Accountant upon their approval. There is one receipt per check.

(Clist: B: Transaction Entry

D: Print Deposit Receipts

Enter the document number)

The receipts along with the check copies, detail report and correspondence are used in the review process.

The FIMS document, the detail report, and copy of receipts are scanned for electronic storage. The transactions are retained within the unposted file of the system. It will remain there until selected for posting. Changes can be made any time through the entry data option.

EXHIBIT G **Municipal Bond Commission**
2.2.7 Entering Issuer's Data – Current Process

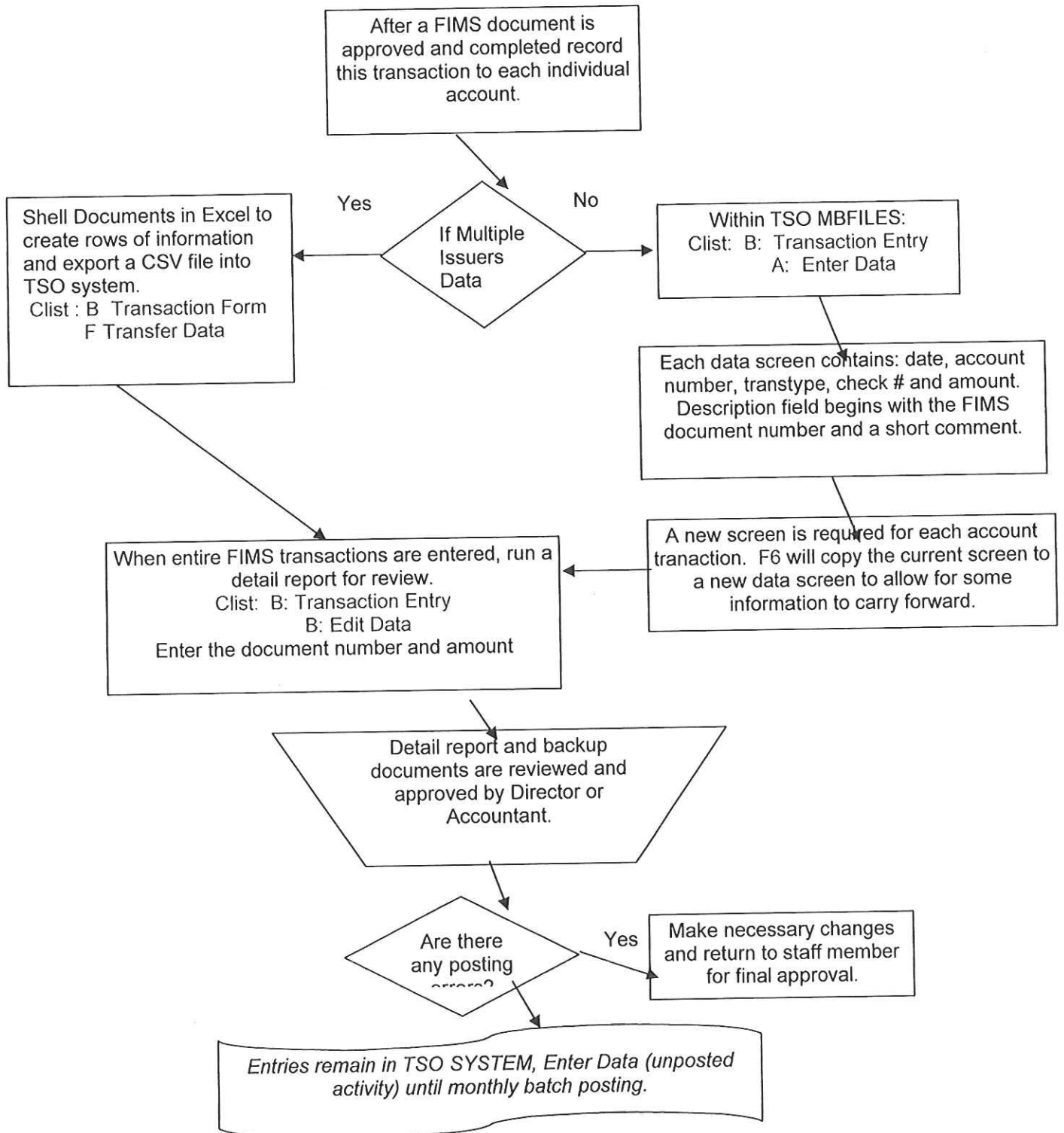


EXHIBIT H

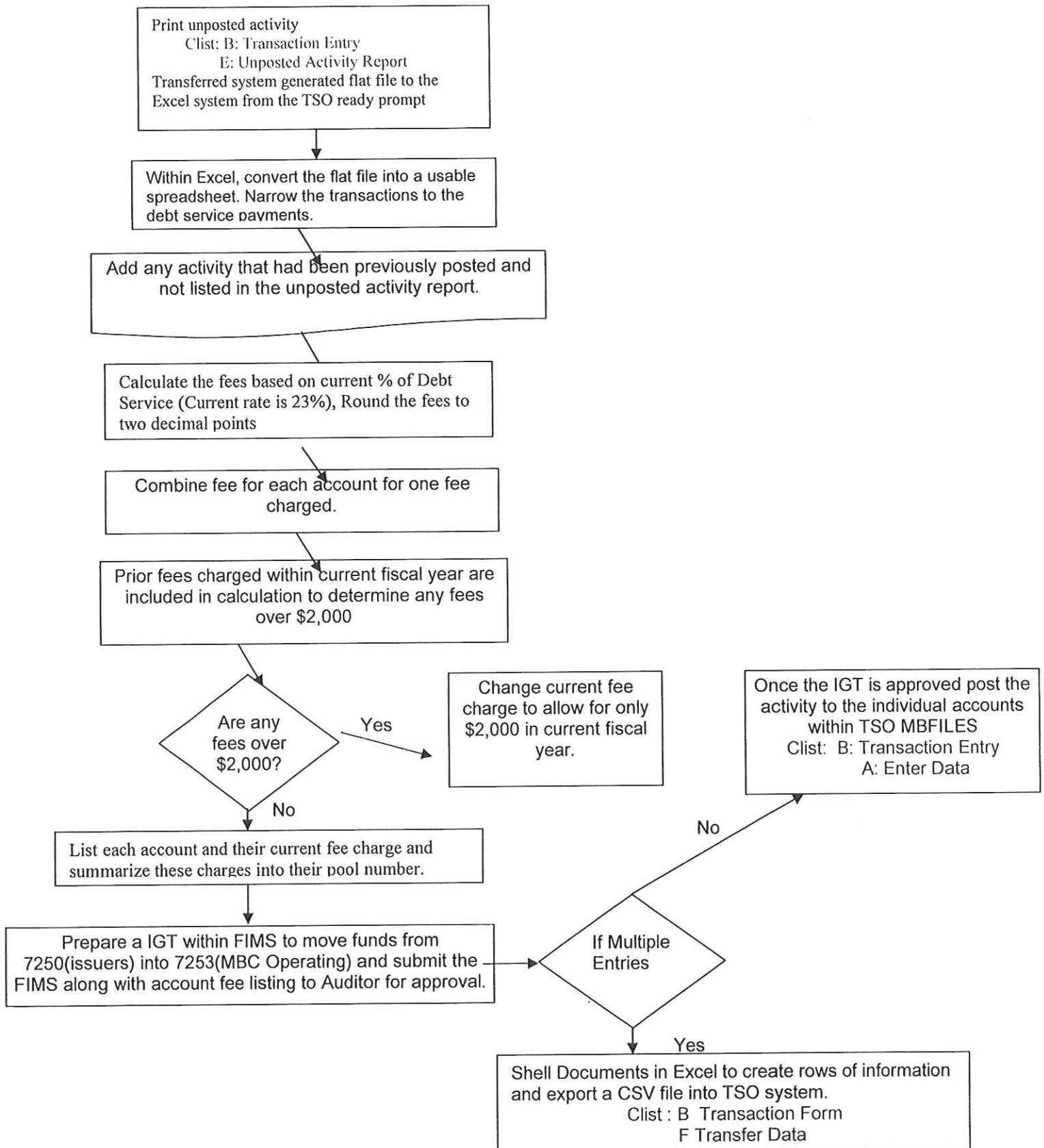
Municipal Bond Commission
2.2.8 MBC Fees – Current Process

EXHIBIT I

Municipal Bond Commission 2.2.9 New Bond Issues - Current Process

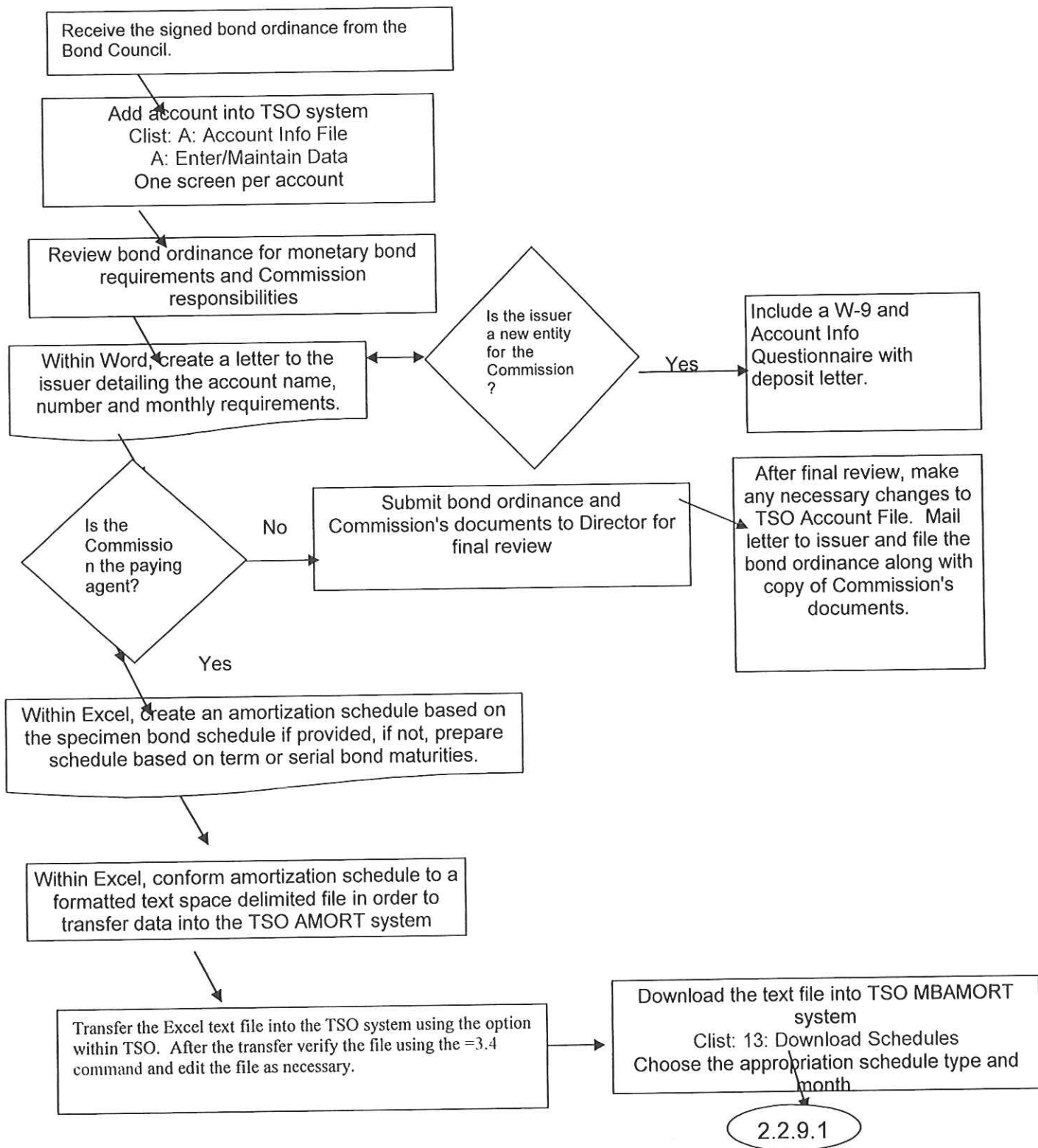
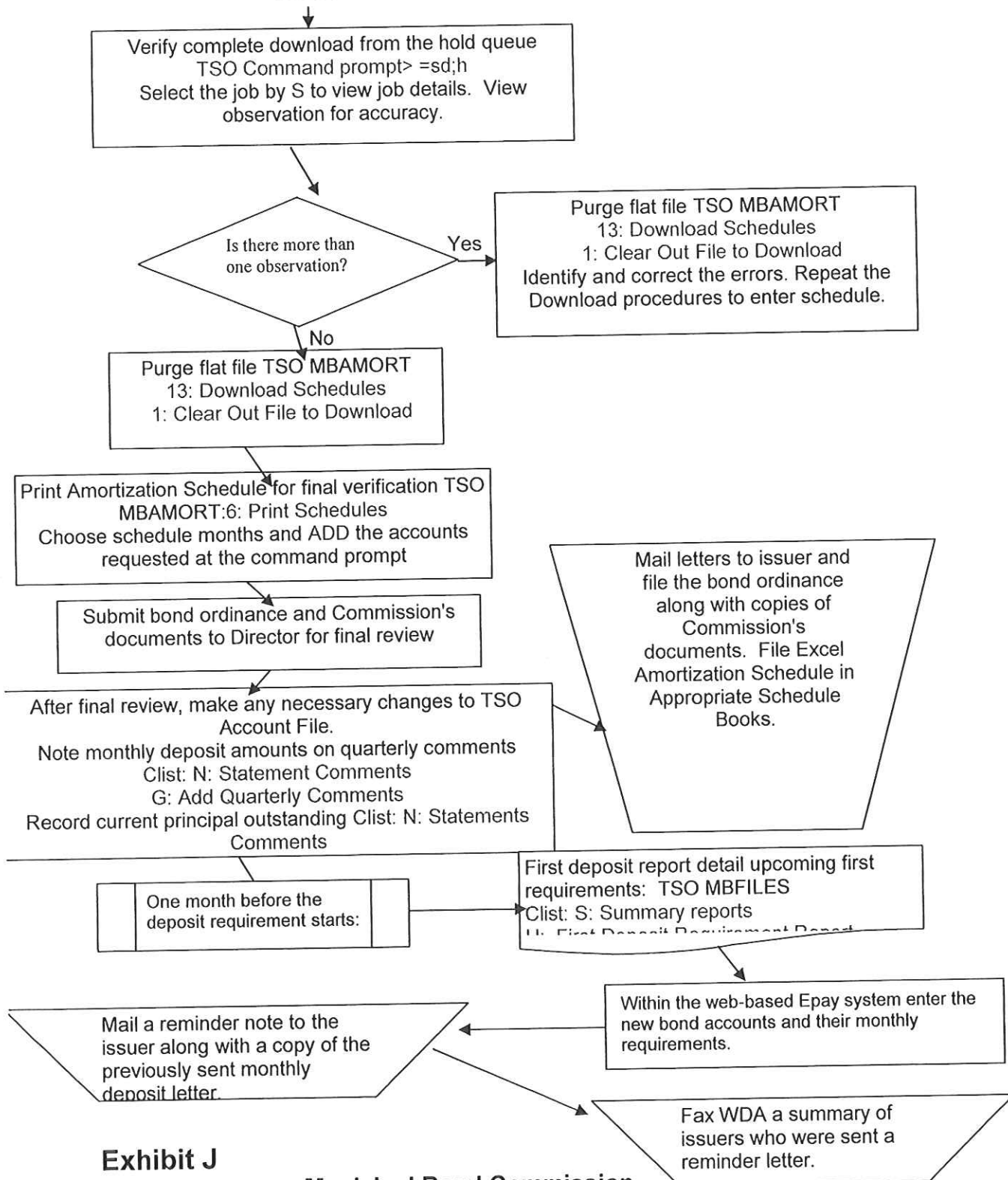


EXHIBIT I

Municipal Bond Commission
2.2.9 New Bond Issues - Current Process (continued)

2.2.9.1

**Exhibit J**

Municipal Bond Commission
2.2.10 Monthly Posting & Reporting – Current Process

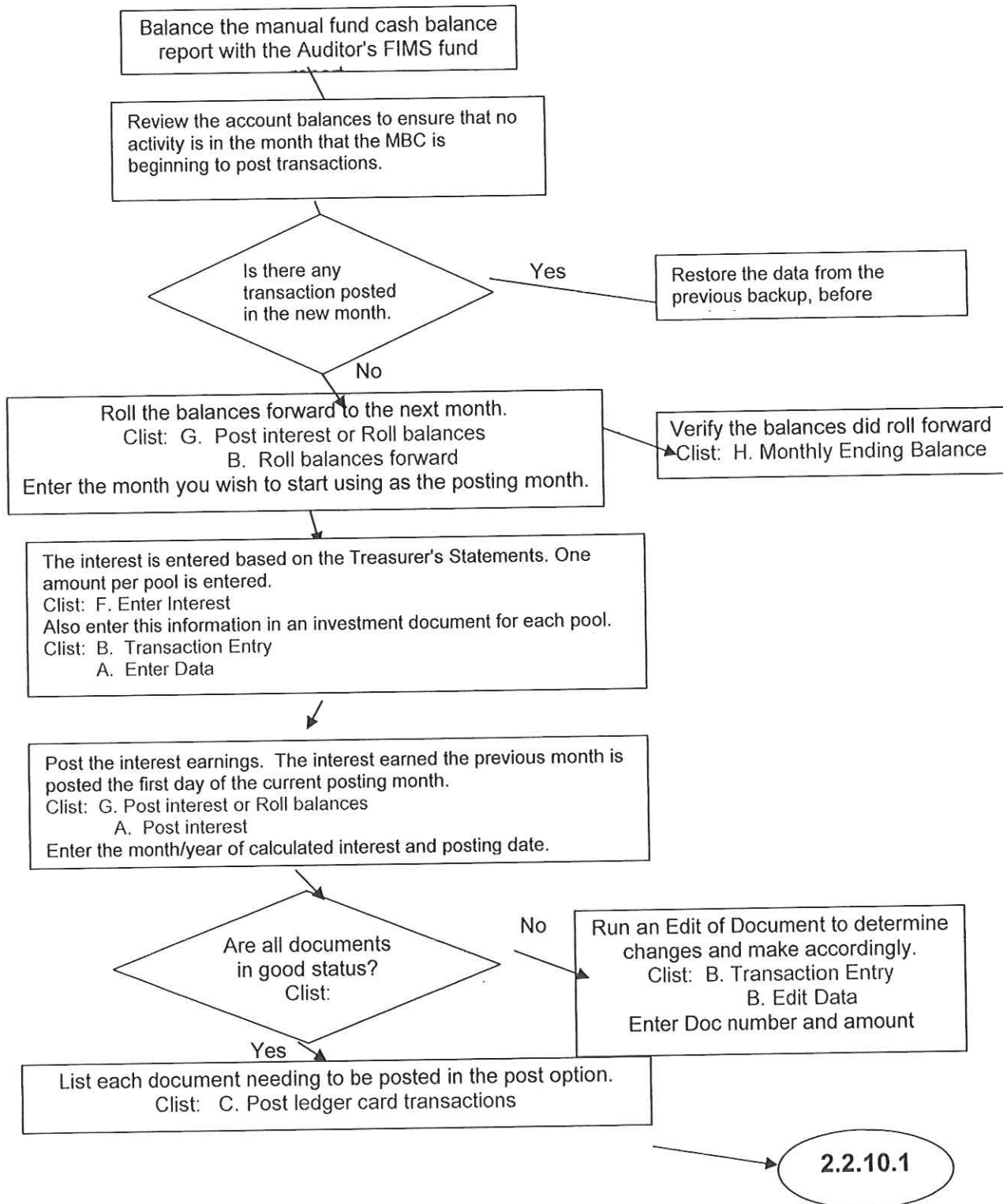


EXHIBIT J

Municipal Bond Commission 2.2.10 Monthly Posting & Reporting – Current Process (continued)

2.2.10.1

Review the MBPOST detail file within the hold
 que to determine if any documents did not post
 correctly.
 Command prompt> =sd;h
 S select the file and view for errors

Are there any
 documents that
 did not post?

Yes

Make the necessary corrections to the
 document
 Clist: B. Transaction Entry A. Enter Data
 Complete edit process
 Clist: B. Transaction Entry B. Edit Data
 Enter Doc number and amount
 Repeat Post process C. Post ledger card
 trans

No

Print a draft hard copy of the Account Balances and Status Reports for review.
 Clist: I. Short Report and
 S. Summary reports
 T. Account Status and
 W. USDA Account Status

Enter and post transfer documents
 Clist: B. Transaction Entry A. Enter Data
 Complete edit process
 Clist: B. Transaction Entry B. Edit Data
 Enter Doc number and a zero amount

Adjust the principal outstanding to allow for draw
 down and paid out issues.
 Clist: N. Annual Comments
 H. Add Annual Comments

Note paid out issues on main Account Info File
 Clist: A. Account Info
 A. Enter/Maintain Data

2.2.10.2

EXHIBIT J

Municipal Bond Commission

2.2.10 Monthly Posting & Reporting – Current Process (continued)

2.2.10.2

Print final hard copy of Monthly Deposits, Account Balance and Account Status Reports.

Clist: I. Short Report and
S. Summary reports
G. MBC YTD Deposit Report and
T. Account Status and
W. HISDA Account Status

Transfer the account status flat file, generated when report was printed, into an Excel spreadsheet. Add additional worksheet to filter data to include only deficiencies or defaults. Prepare a worksheet that compares the deficiencies or surplus over the last twelve months using the previous prepared files. Filter the comparison worksheet by lenders. Email this report to numerous end-users.

All monthly documents within the Summary Reports are printed to the Mobius system. These reports are printed to a .pdf format and electronically sent to governmental lending agencies. All documents are stored within the office hard drive and burned to a CD.

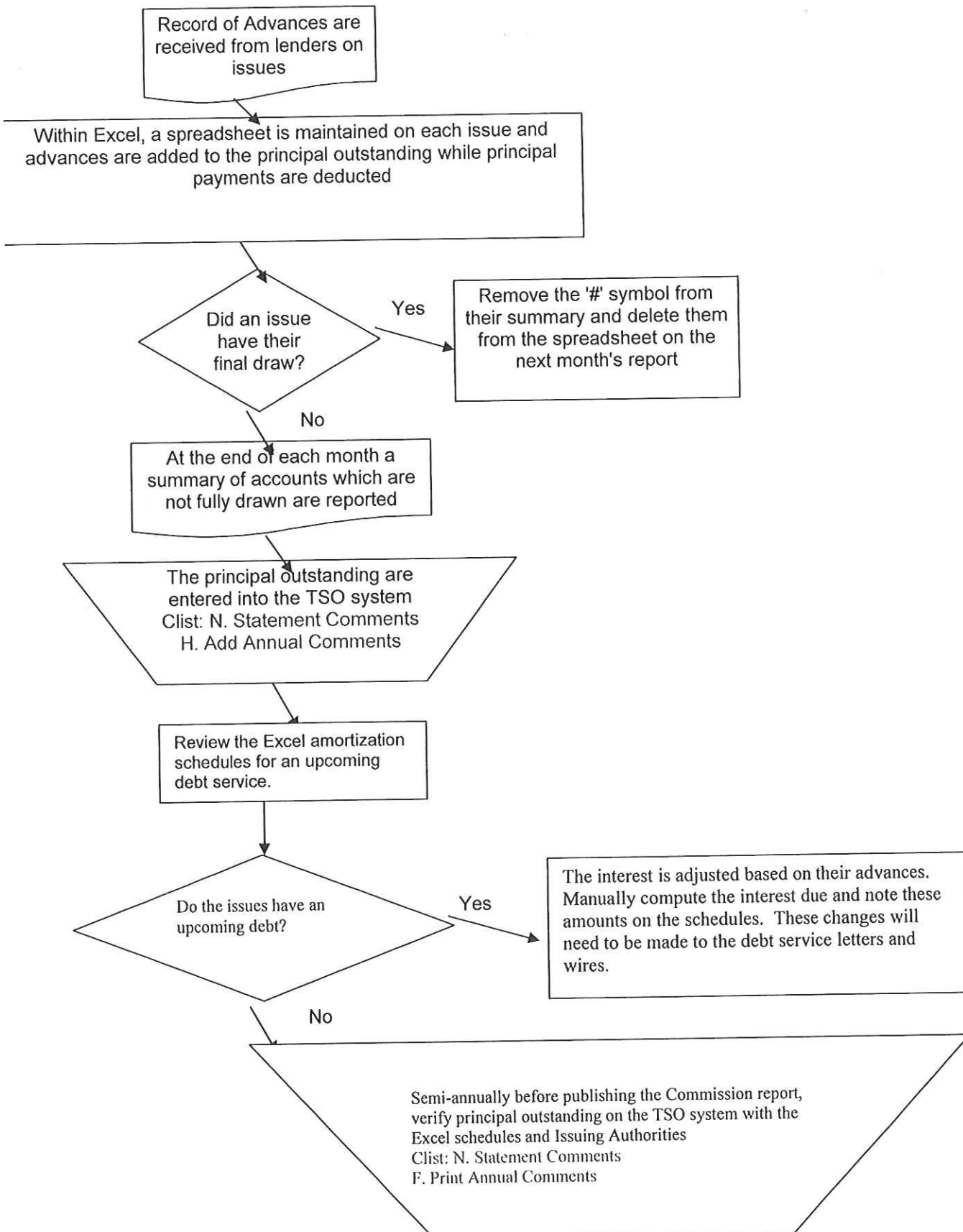
EXHIBIT K**Municipal Bond Commission
2.2.11 Principal Outstanding Verification – Current Process**

EXHIBIT L

Municipal Bond Commission
2.2.12 Requested Refunds on P/O or Surplus Accounts – Current Process

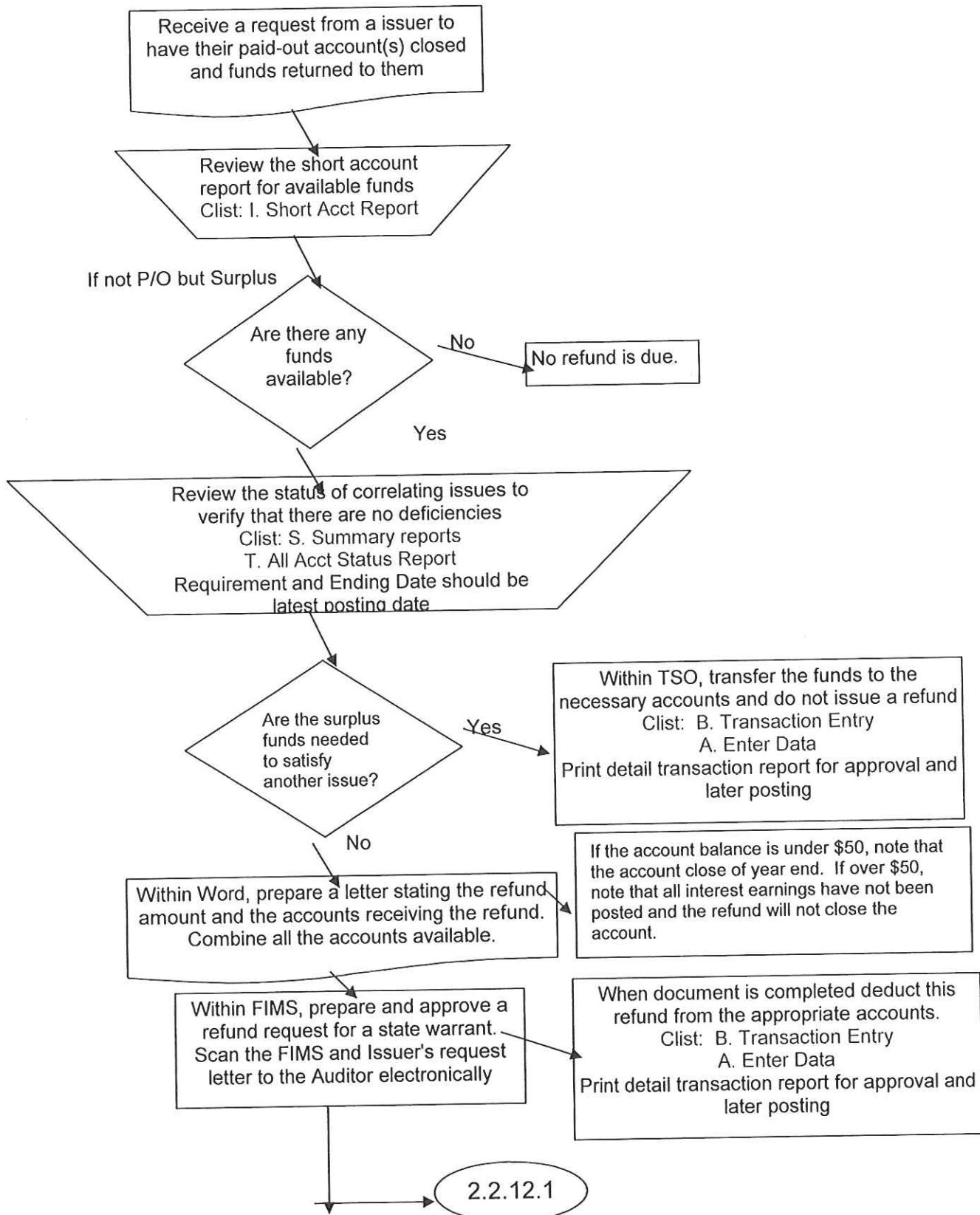


EXHIBIT L

Municipal Bond Commission
2.2.12 Requested Refunds on P/O Accounts – Current Process (continued)

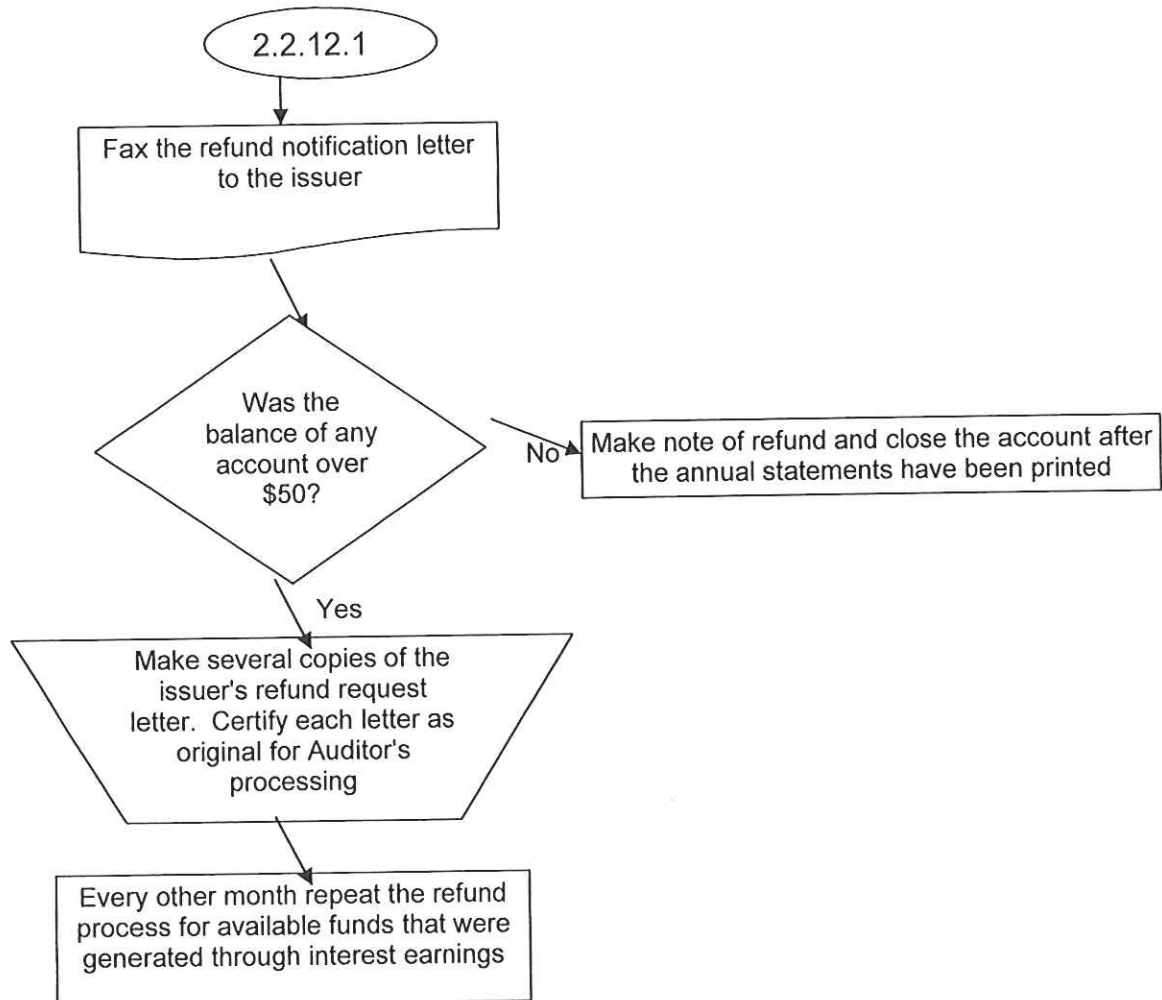


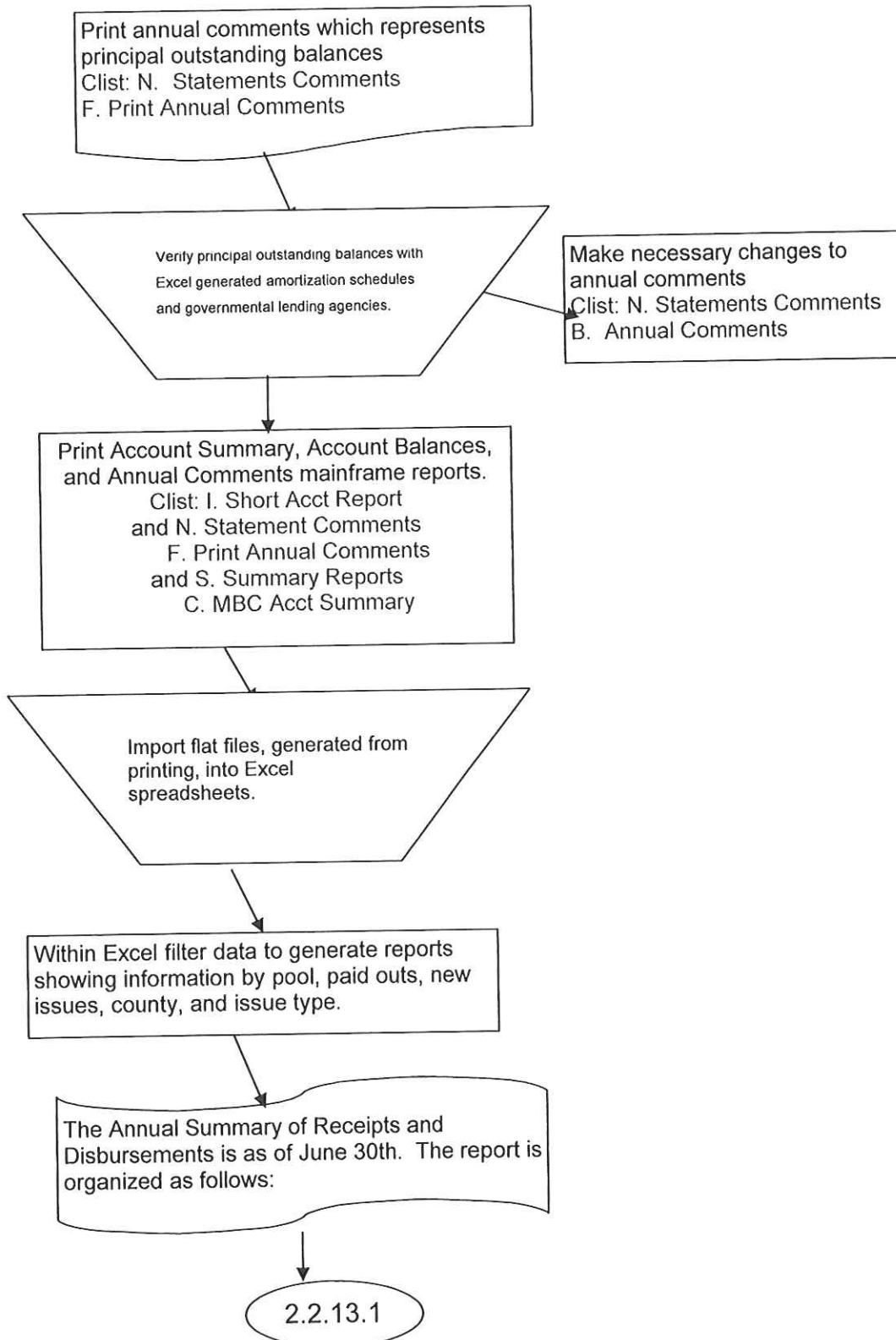
EXHIBIT M**Municipal Bond Commission
2.2.13 Annual Report – Current Process**

EXHIBIT M

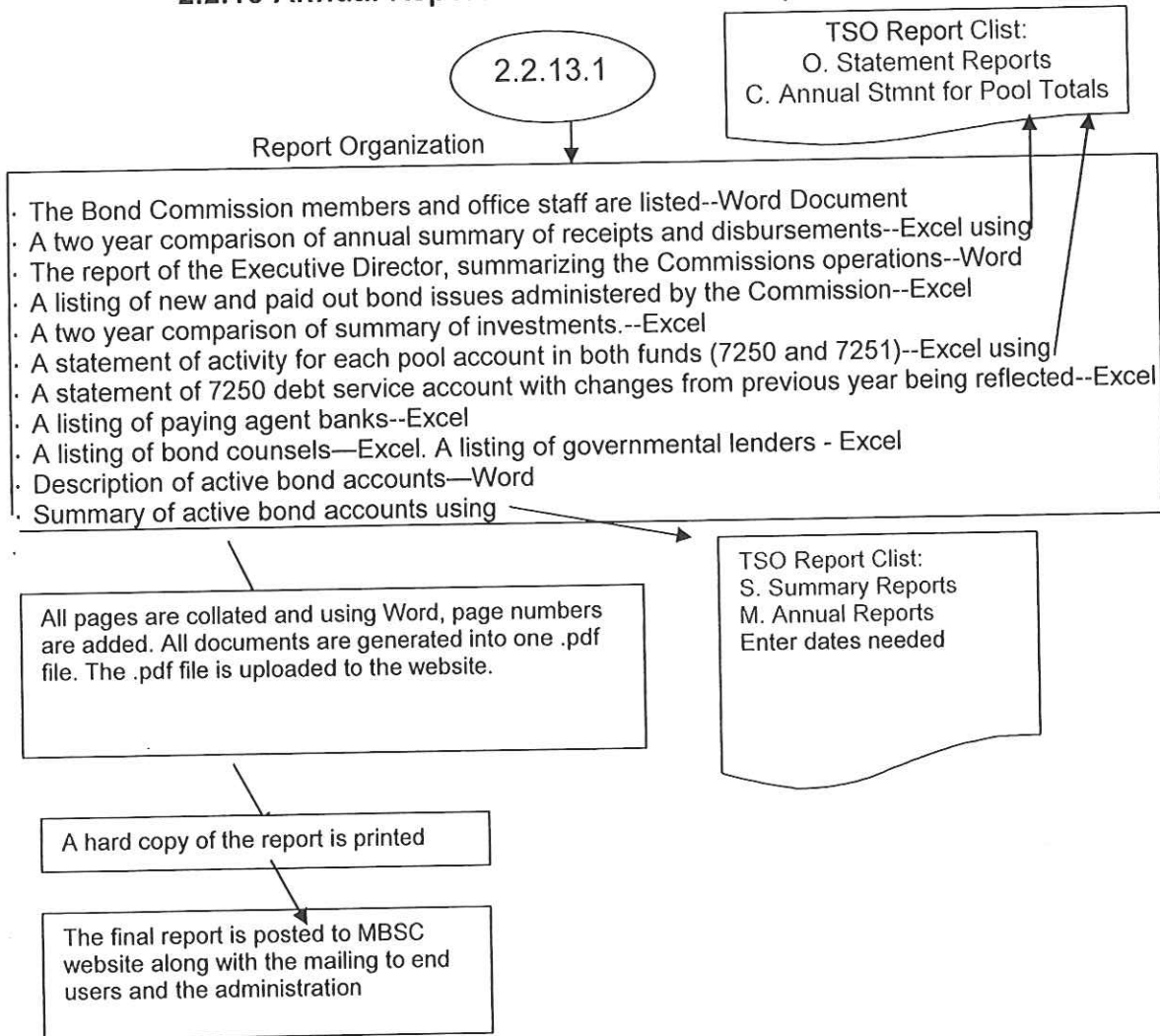
**Municipal Bond Commission
2.2.13 Annual Report – Current Process (continued)**

EXHIBIT N

Municipal Bond Commission

2.2.14 Audit Request for Issuers – Current Process

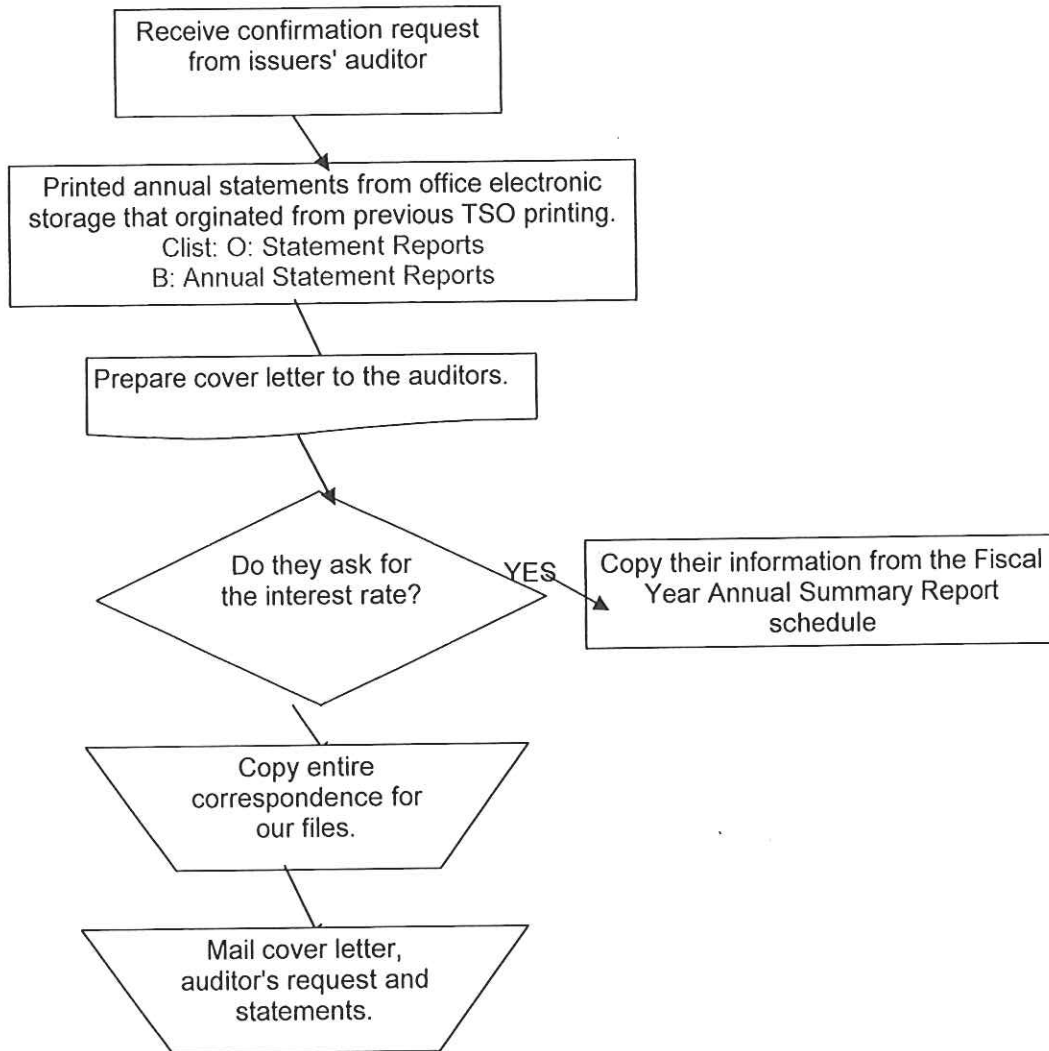


EXHIBIT O

Municipal Bond Commission

2.2.15 Certificate of GO Issues – Current Process

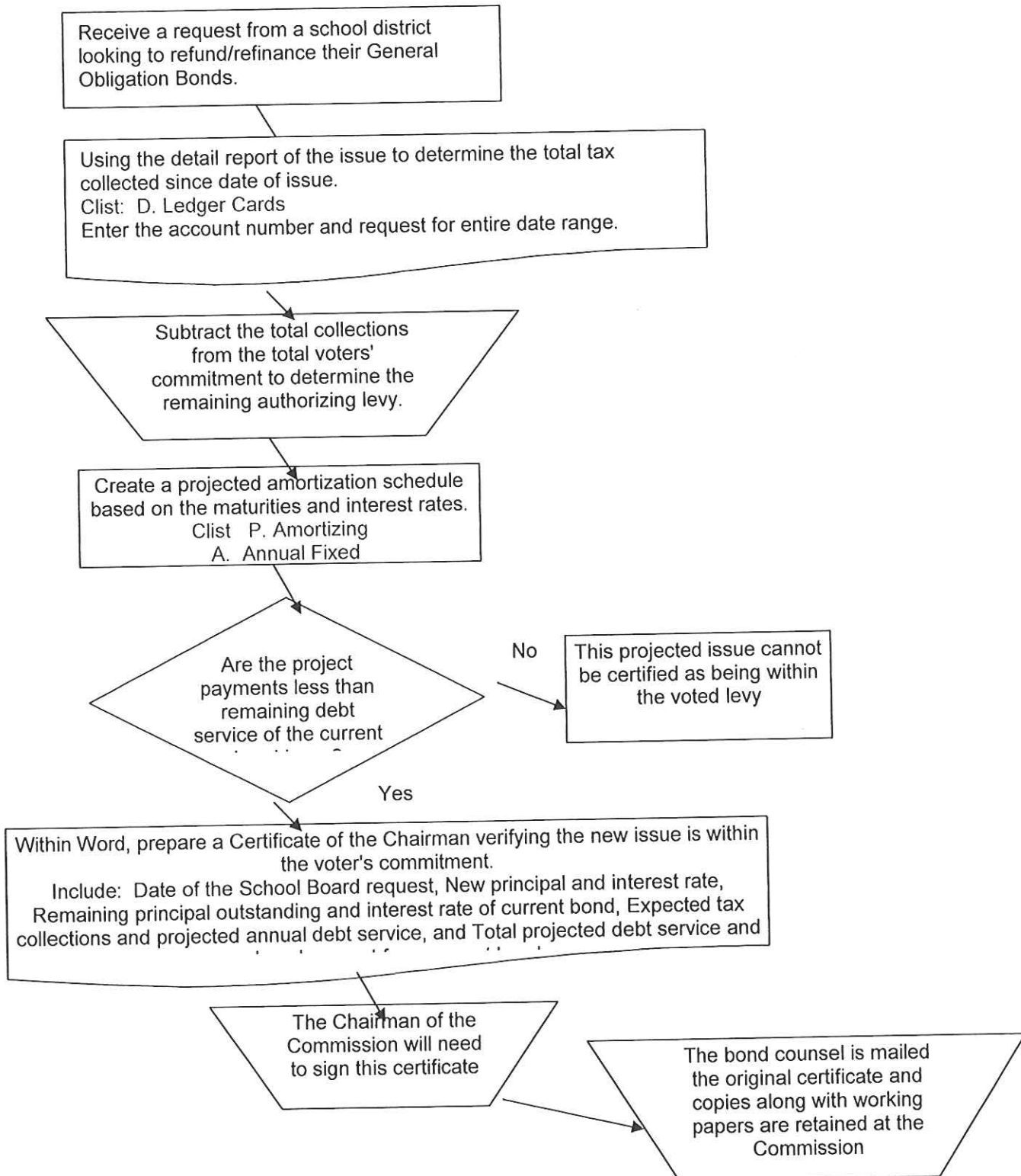


EXHIBIT P

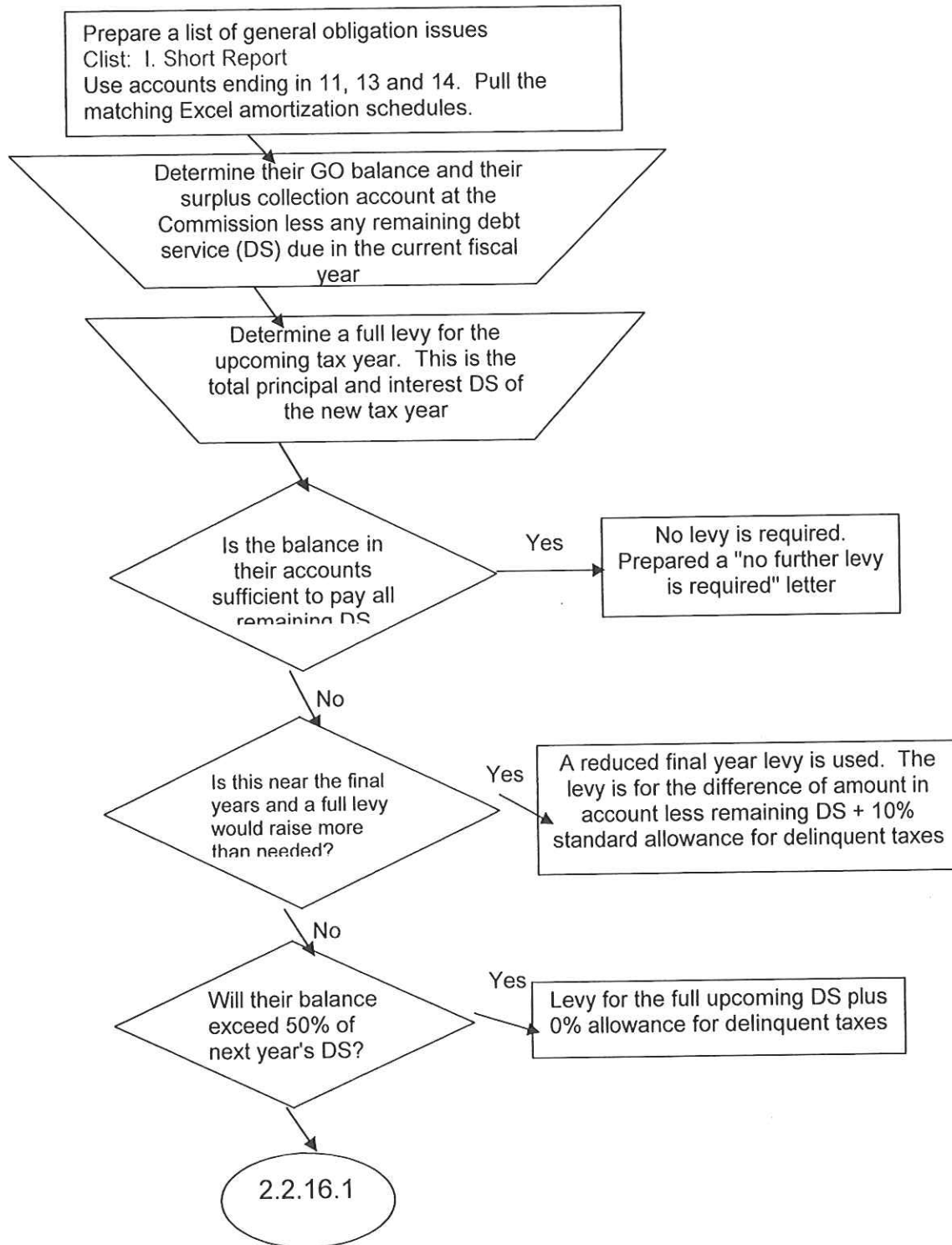
**Municipal Bond Commission
2.2.16 Levy Letters – Current Process**

EXHIBIT P

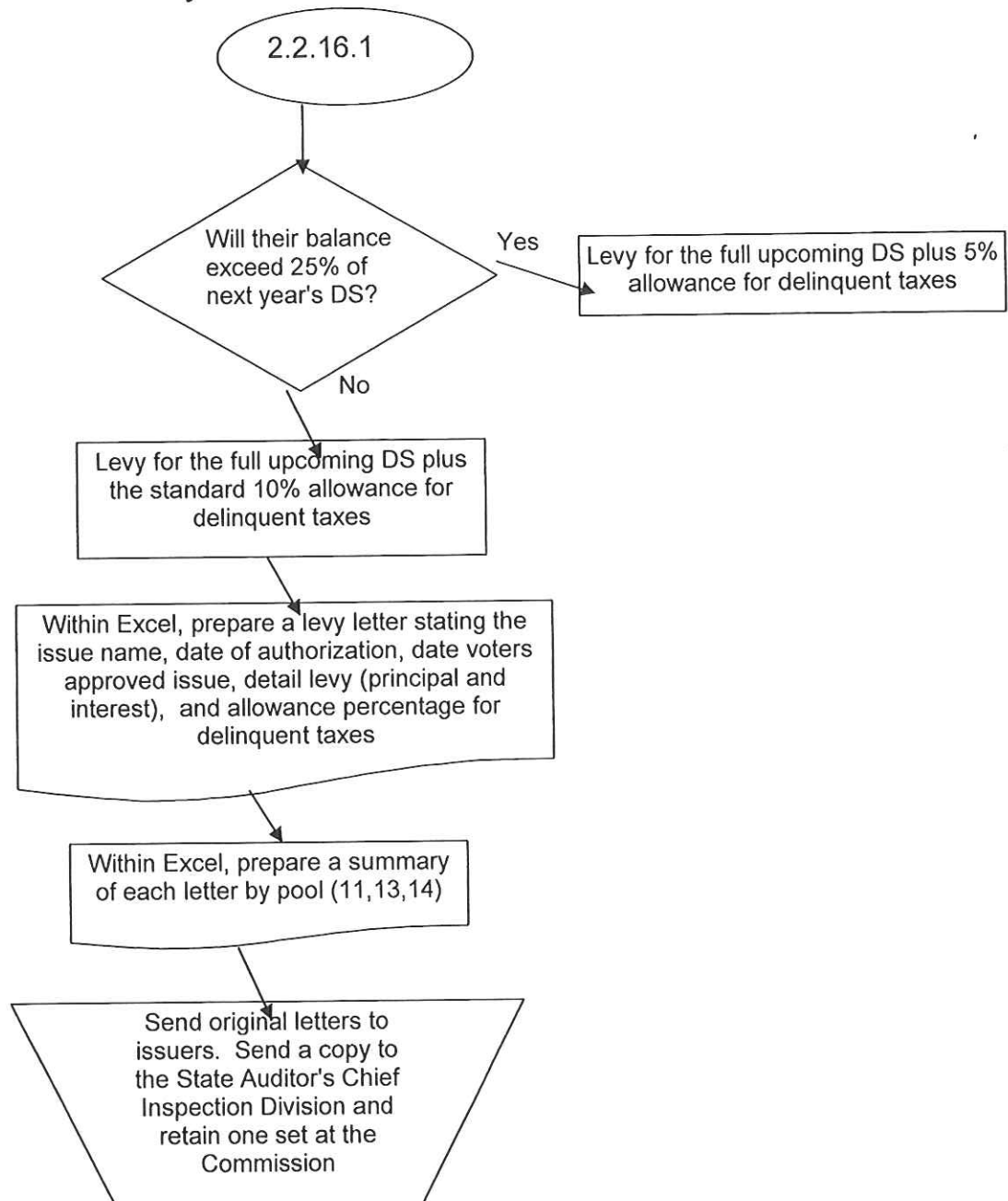
Municipal Bond Commission
2.2.16 Levy Letters – Current Process (continued)

EXHIBIT Q

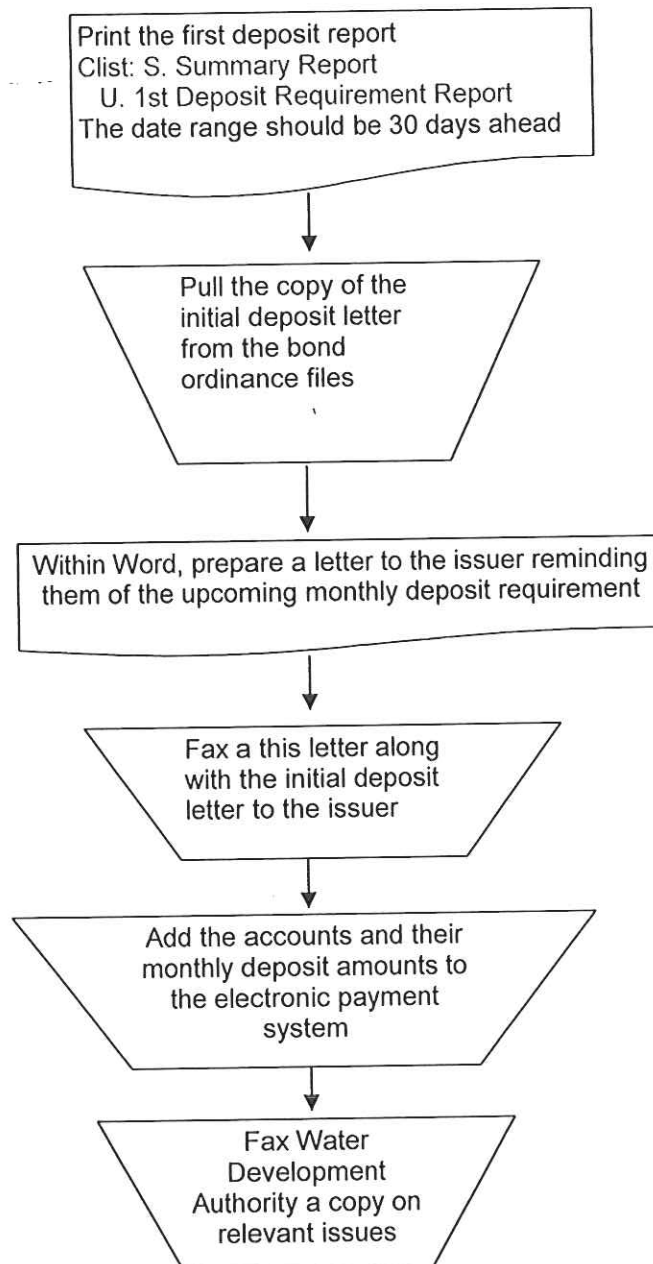
Municipal Bond Commission
2.2.17 Reminder Letters – Current Process

EXHIBIT R

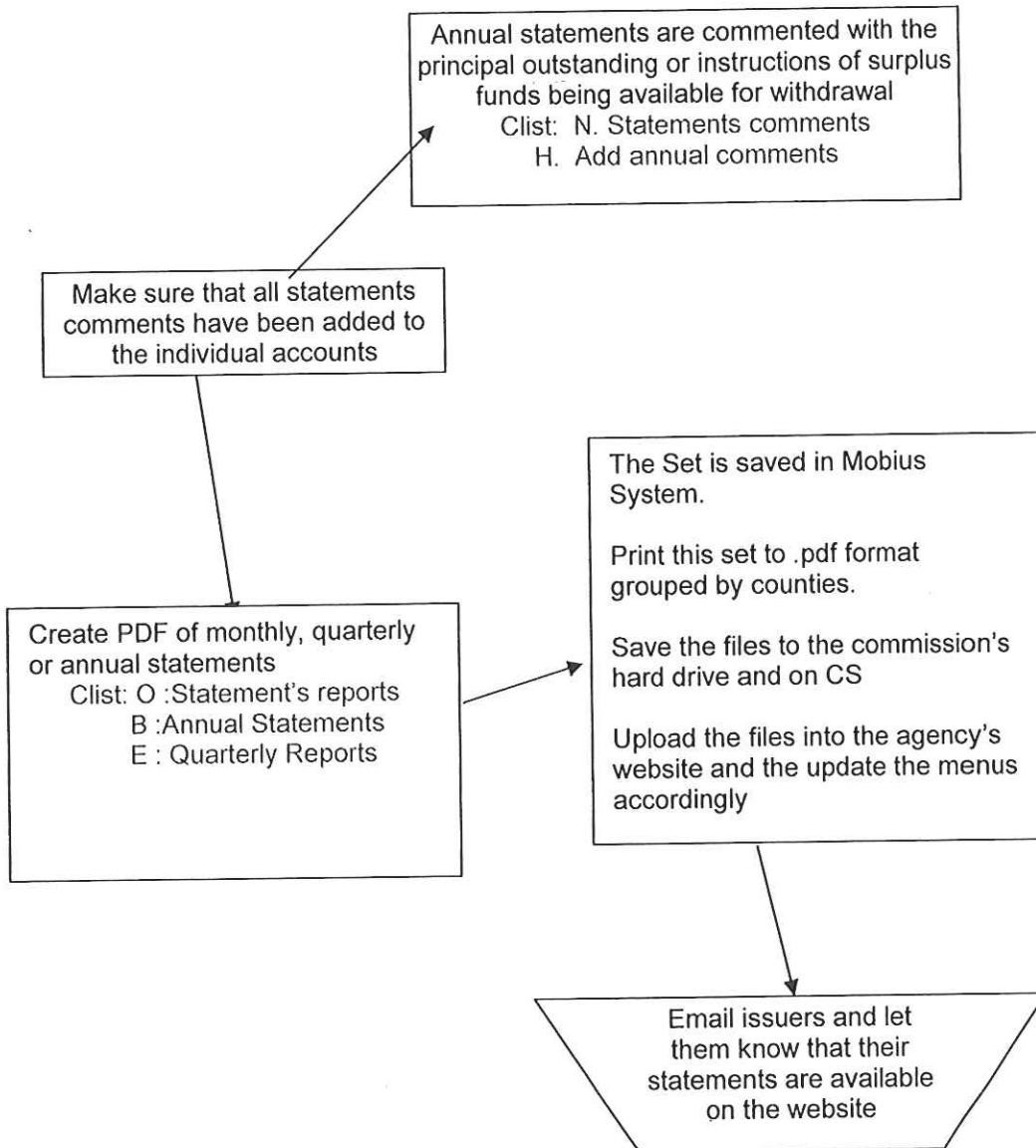
Municipal Bond Commission
2.2.18 Statement of Account – Current Process

EXHIBIT S

Municipal Bond Commission

2.2.19 Surplus Refunds – Current Process

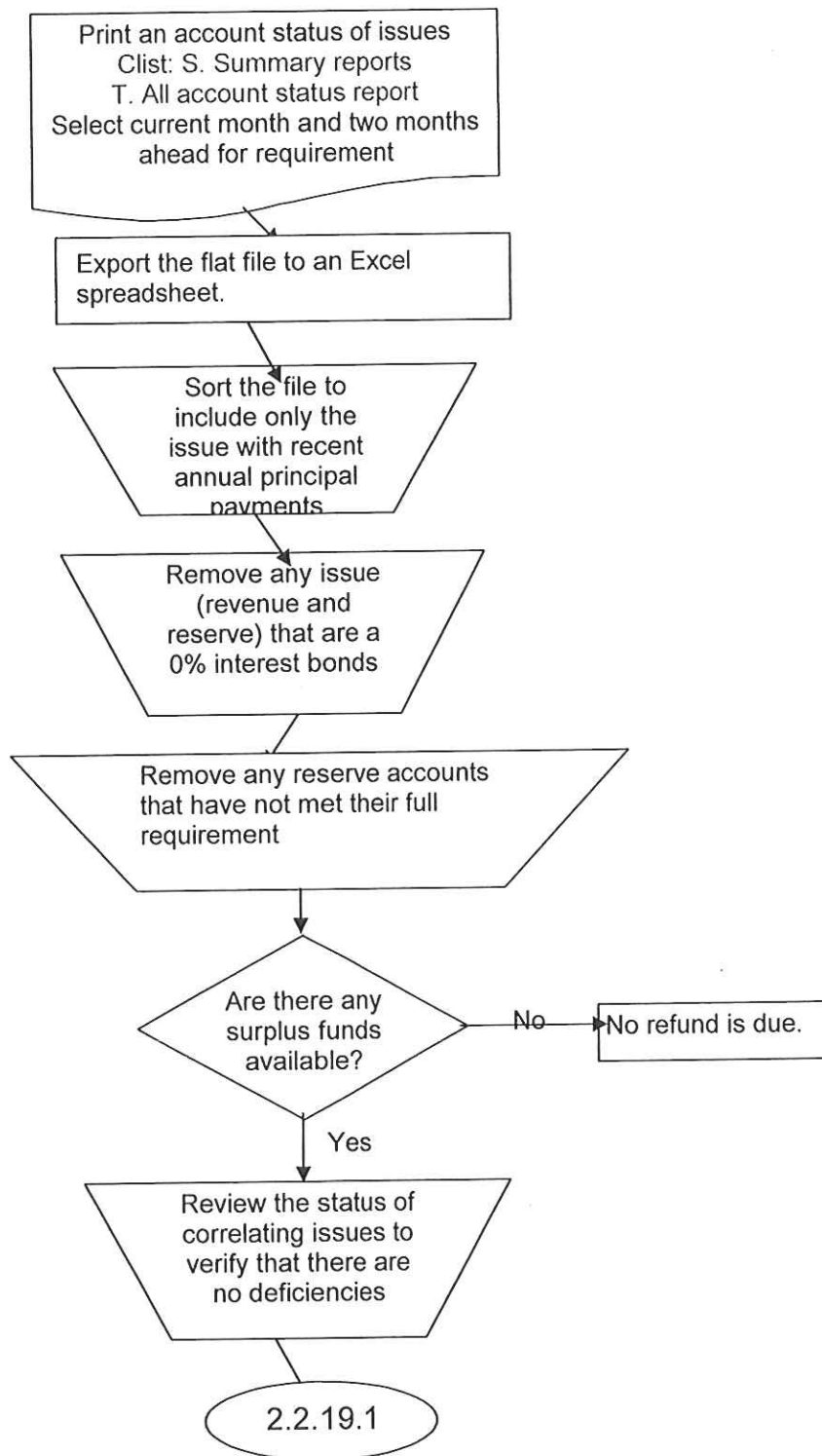


EXHIBIT S **Municipal Bond Commission**
2.2.19 Surplus Refunds – Current Process (continued)

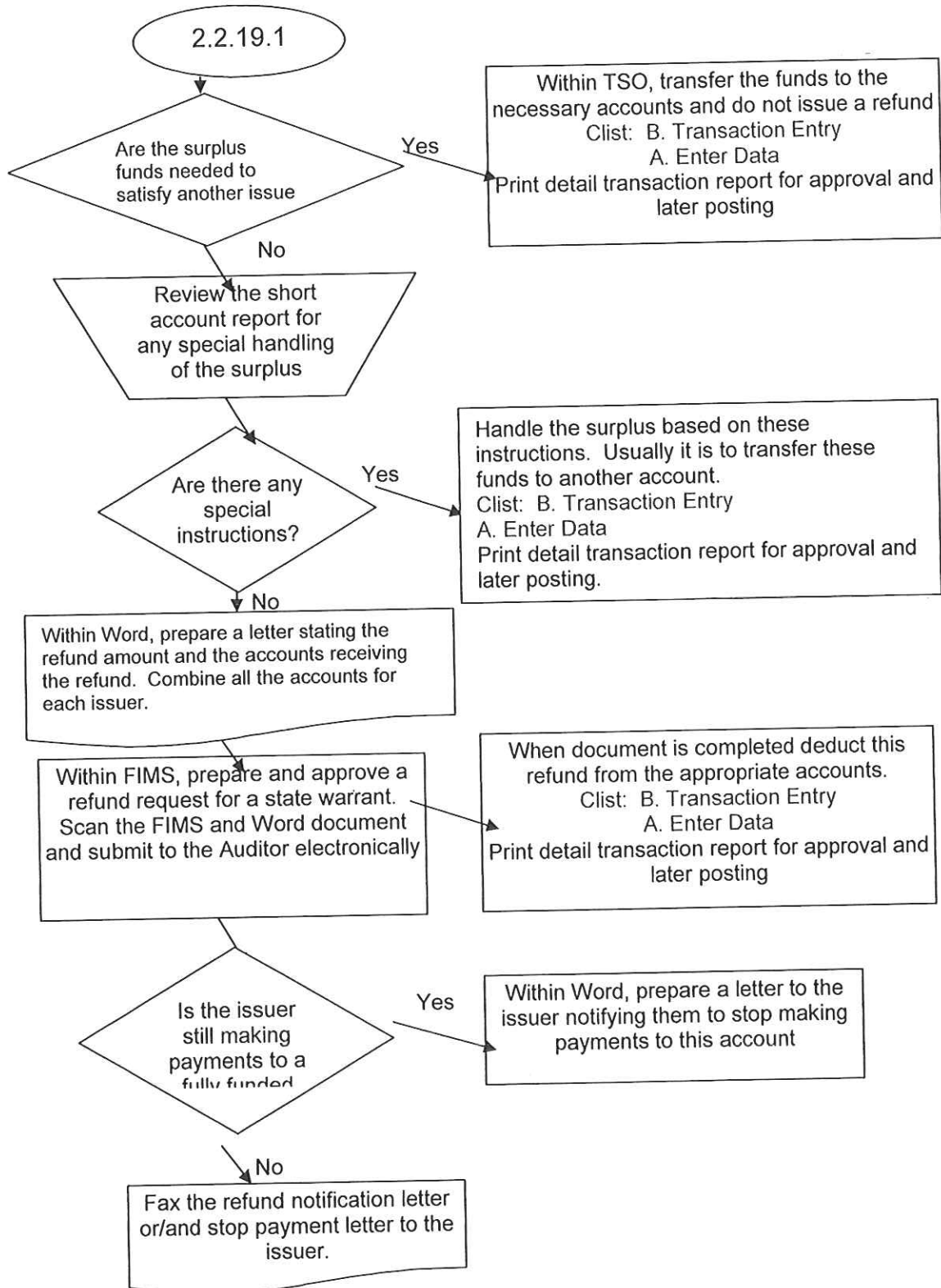
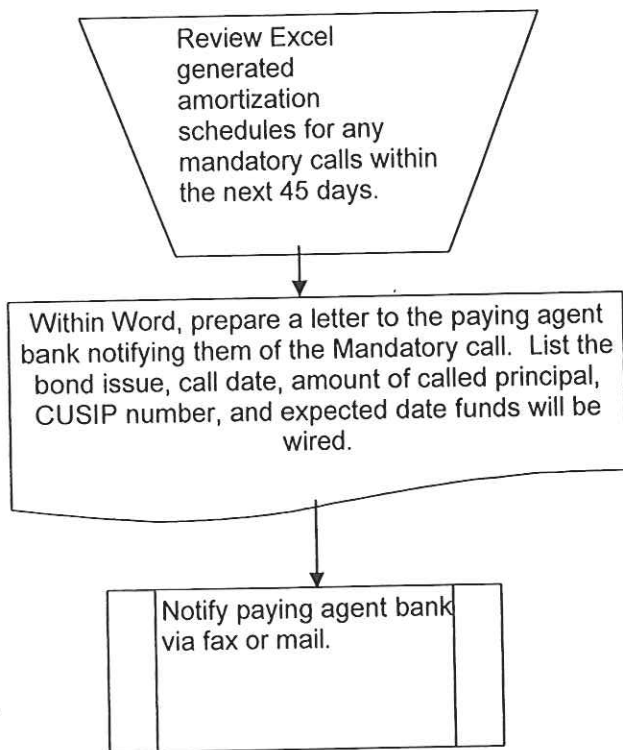


EXHIBIT T**Municipal Bond Commission
2.2.20 Mandatory Call Notices – Current Process**

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 FOR SOFTWARE

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. *Fees for software licenses, subscriptions, or maintenance are payable annually in advance.* Payment for services 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. *In such event, Agency will not be entitled to a refund of any software license, subscription, or maintenance fees paid.*
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.

AGENCY: _____

VENDOR: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form prior to signature this 27th day of August, 2010 by *Samuel W. Wainwright*, Deputy Attorney General

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.

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 exceeds 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 _____

