



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
WWV12022

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
PAUL REYNOLDS 304-558-0468

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

WORKFORCE WEST VIRGINIA
 OFFICE OF ADMIN. SUPPORT-5302
 112 CALIFORNIA AVENUE
 CHARLESTON, WV
 25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/26/2012				

BID OPENING DATE: 05/31/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001		LS		205-56		
SOFTWARE, PREPROGRAMMED (FOR MICROCOMPUTER APPLICATION REQUEST FOR PROPOSAL THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING PROPOSALS FOR A VENDOR TO PROVIDE THE SERVICES OF CONFIGURATION AND IMPLEMENTATION OF AN INTERGRATED FRAMEWORK FOR A SECURED ELECTRONIC BASED STATE INFORMATION DATA EXCHANGE SYSTEM (SIDES) PER THE ATTACHED SPECIFICATIONS. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 05/17/12, 10:00 AM. AT 2019 WASHINGTON STREET E, CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.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).



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<p>COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO PAUL REYNOLDS 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 EMAIL AT PAUL.REYNOLDS@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS FRIDAY, MAY 11, 2012 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON 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</p>						

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<p>WRITTEN NOTICE.</p> <p>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.</p> <p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND 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.</p> <p>REV. 01/17/2012</p> <p>EXHIBIT 10</p> <p style="text-align: right;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p>						

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	NO. 1					
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p>						

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THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ WWV12022 ***** TOTAL: _____						

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REQUEST FOR PROPOSAL

WWV12022

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 Department of Commerce, WorkForce West Virginia Division, hereinafter referred to as the "WFWV," to provide the services of a vendor capable of development, configuration and implementation of an integrated framework for a secured electronic-based State Information Data Exchange System (SIDES). This solicitation serves as a notice, pursuant to West Virginia Code §5A-310b of the commodity or service being sought and is to be considered as an opportunity for vendors to indicate their interest in bidding on such commodity or service.
- 1.2 By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

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

- 1.2.1 Compliance with Laws and Regulations: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, and ordinances of any regulating body.

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

- 1.3 Schedule of Events:

Vendor's Written Questions Submission Deadline	05/11/12
Mandatory Pre-bid Conference	05/17/12
Addendum Issued	TBD
Bid Opening Date	05/31/12

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

Date: 05/17/12
 Time: 10:00 AM
 Location: 2019 Washington Street East
 Charleston, WV 25305
 Telephone Number: 304-558-0468

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:

Paul Reynolds, Senior Buyer
 Purchasing Division
 2019 Washington Street, East
 P.O. Box 50130
 Charleston, WV 25305-0130
 Fax: (304) 558-4115

No contact between the Vendor and the Agency is permitted without the express written consent of the State Buyer. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

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

SECTION TWO: PROJECT SPECIFICATIONS

- 2.1 **Location:** WFWV's Central Office is located at 112 California Avenue, Charleston, WV. In addition to this central office, there are seventeen (17) field offices located across the state. The Benefit Payment Control Section and the Centralized Adjudication Unit are housed in the Charleston field office located at 1321 Plaza East, Charleston, WV.
- 2.2 **Background and Current Operating Environment:** WFWV has its own mainframe computer, as well as a staff of systems analysts and programmers. The Automated Benefit Payment System (ABPS) provides all of the processing of unemployment compensation claims. Employer requests for separation information are batch processed on a nightly basis. These responses drive both business and technical processes involving the adjudication process and claim eligibility. WFWV receives a report weekly from the National Directory for New Hires of cases detected in the earnings verification process. This list is reviewed and the system is coded to send a particular employer an audit form. The claimant is also notified as well to verify the data that was WFWV received. Batch programming in the system described above is done in COBOL.

SIDES was developed by a third party vendor, the Information Technology Support Center (ITSC), as a strategic program and partnership between states and employers/third party administrators (TPAs). Eighteen (18) states have implemented the methodology and several more states are in the process.

SIDES is an Internet based automated file transfer system using a technology called 'Web Services' that allows states and employers/TPAs to exchange unemployment information with each other using one or more applications and established file formats.

SIDES currently provides a method for states and employers/TPAs to improve timeliness and accuracy as well as reduce costs by creating an electronic exchange of information using a standardized, secure mechanism with data validations that are strictly enforced to prevent the transfer of incomplete or incorrectly formatted data.

Complete information and documentation about SIDES including Concept of Operation, Introductory Guide, and Implementation Guide including the Separation Information and Earnings Verification Standard Exchange (Interface) Formats can be found at: <http://www.itsc.org/intro.asp>. In addition, information about SEW can be found at <http://www.itsc.org/intro.asp> and is included in these documents.

There is also a SIDES developer's website that has additional information including Development Guides and Detailed Flowcharts. The State Model Connector (Black Box) and documentation posted on the SIDES developer's website should be used for development. This is a secured site that will be made available to the selected vendor.

2.3 Qualifications and Experience

Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as: firm qualifications and experience in completing similar projects; references; descriptions of all USDOL SIDES/SEW implementation project completed within the past five (5) years – entailing the location of the project, project manager name and contact information.

2.4 Project and Goals

2.4.1 General Overview

The vendor should create a website to house SIDES requests, responses and associated attachments. Associated attachments should be linked in from a location on the server which is configurable via a configuration file. When a SIDES response is selected the data associated with that response should be shown to the user in an onscreen format which resembles the provided forms. The website should also link to the associated response PDF returned by the Black Box. Once a SIDES response is received, after the data is archived and saved in the database, each night an export file should be produced. The export file should be a flat file. The format of this file is included in the appendices. After the file is written, a backup copy of the file should be made and saved on the server in a location configurable via a configuration file. The backup file should be named in such a way as to indicate the date and time of its creation.

Responses should have five (5) status associated with them:

1. Received
2. Error – this will represent a non transmitted response that did not pass all appropriate validation checks.
3. Intervention Required – the response code matches a list of codes or the response is missing specific pieces of data. The codes used for matching this list should be configurable via configuration file.
4. Exported – the response met all defined criteria and was included in the nightly flat file export to be processed by the mainframe.
5. Pending Export – when a response is flagged for re-export by an administrator the status should change and the associated response should be included in the nightly flat file export.

2.4.2 Phase 1: Implement SIDES and State Employer Website (SEW) also known as E-Response component of SIDES that enables communication and transmission of Unemployment Compensation (UC) Separation Information.

Employer separation information is used in the adjudication process to ensure proper decisions are made in regards to the eligibility of the claimant for unemployment compensation. This separation information is requested from the employer at the time a claim is submitted and the employer is supposed to respond within a given time frame with the requested information. The timely and accurate collection of this information is an integral piece of WFWV meeting timeliness guidelines for the adjudication of unemployment claims.

2.4.3 Phase 2: Implement SIDES that enables communication and transmission of UC Earnings Verification Information.

SIDES also offers a SIDES Employer Website (SEW) which allows employers to submit separation information and earnings verification electronically. SEW has also been developed by ITSC. The earnings verification exchange will be able to offer WFWV the ability to reduce total amounts overpaid through early detection and will streamline the verification process. This feature will result in saving staff time, postage and paper. This project will be able to increase the number of hits that can be investigated and improve the quality and completeness of overpayment cases.

WFWV is responsible for administering the statewide unemployment compensation program on behalf of state government and its citizens. The unemployment compensation program is a state/federal partnership. The federal government provides administrative funding and some program oversight through the establishment of federal performance standards that must be met by the state. WFWV provides all related services for the unemployment compensation program.

WFWV manages a number of critical systems to provide unemployment compensation services to workers who lose their job through no fault of their own. One of the critical functions of the department is adjudication of unemployment claims which depends upon employer separation information.

2.4.4 Configurable Fields/Tables

The state SIDES number should be configurable via a configuration file or database field. A list of TPA's and corresponding SIDES unique identifier, POA codes, employers and their corresponding POA codes and employer e-mail addresses should be stored in the database. This table will be populated from an external source (flat file or SQL based server).

2.4.5 Database Requirements

The application should be written in Microsoft DOT NET. The database which houses the responses will be Microsoft SQL Server 2008 R2. The application will have the ability to access the database as a named instance. The access will not require system wide administrative access for normal operation and must be able to perform its required functions as owner of the database - it stores the request and responses only. Data loads and exports can be done either programmatically or via SSIS packages. Despite the method used both load and export functions must include the ability to email a list of people either stored in the database or via a configuration file when an error occurs.

2.4.6 Automatic Communications and Ad Hoc Reporting:

The mail server to be used for outbound communications should be configurable via a configuration file or database field. The "From" account, "Subject" and "Body" to be used for outbound communications should also be configurable via a configuration file or database field.

The system should automatically email any errors encountered when processing a request file or response file to a set of distinct email addresses configurable via a configuration file or database field. When a SIDES request is posted to the Broker for response via the SIDES Employer Website (SEW), an automatically generated email should be sent to the associated employee. The email to the employer of a SEW request should include the PIN associated with the request.

In addition to a programmatically generated email in the event of an error a log file should be created, or data records appended to an existing log file, with a summary on SIDES request creation and SIDES response processing. This summary should include records processed, start time, end time and other relevant information. Upon transmittal of SIDES request the total number of requests for the transmittal, date and time of transmittal should be stored in a table on the database. Upon receiving a SIDES response the total number of responses for the transmittal, date and time of response should be stored in a table on the database.

The SIDES internal website should include ad hoc reporting of request and responses submitted to and received from the central broker.

2.4.7 Request/Response Transmission

Request information should be provided in a flat file format on a daily basis. The vendor should format and validate the input file according to the rules set forth in the SIDES documentation. The vendor should transmit the SIDES requests via the Black Box. Any errors encountered should be logged and handled appropriately. Error handling and request and response rejection should be on a record basis rather than a file basis. Request files are to be backed up after

processing on the server that is running the software in a format which reflects the time and date the file was processed.

2.4.8 Other Requirements

1. The program must meet all security requirements of the SIDES Broker and should generate an appropriate GUID for SIDES requests. The vendor should work with ITSC and must pass certification and end to end testing.
2. The software should break up any request that is over 8MB into multiple transmissions. The vendor should implement business rule checking and deal with errors in the transmittal and response files appropriately and implement all programming specifications outlined in the SIDES Development Guide. The software must be able to deal with duplicate requests as well as duplicate responses and it must address the requirement to update the SIDES security certificate every two (2) years. The name of the certificate file that is used for encryption and decryption should be configurable via the database or a configuration file.
3. The Black Box returns responses in three (3) formats. All three (3) formats are to be archived. PDF responses are to be linked into the administrative site, to be created by the vendor, to enable retrieval of the information.
4. Archival/CrossMatch Requirements

The website needs to include a function in which a SIDES administrative report can be imported to match SEW employer response Confirmation Codes to SEW responses stored in the database. Identifying information to enable searching should be recorded and archived including the following for each record of the transmittal:

- a. Request type
- b. Date of transmittal
- c. Time of transmittal
- d. Unique transmittal identifier

This information should be exposed via an administrative website only accessible to internal organization computers. It should be searchable via the following criteria:

- a. Request type
- b. Date of transmittal
- c. Unique transmittal identifier
- d. SSN within the transmission

2.4.9 Hardware/Software Requirements

1. The vendor should identify all hardware and software necessary to implement their proposed solution in accordance with this RFP and provide a complete listing of same in the Vendor Response Sheet (Attachment A of this RFP). The vendor is expected to provide all of the hardware and software required, the cost for which should be provided on the Cost Sheet, (Attachment C of this RFP). It is the preference of WVWF that all hardware and software specified and provided by the vendor should be HP equipment, Microsoft Server, and Microsoft Database Management software.
2. The vendor should work with WVOT staff to configure WFWV hardware and software to connect to the SIDES Web Service Infrastructure and exchange files.

3. All Microsoft products used for this project will be licensed through the State's Enterprise Licensing agreement for which automatic updates are distributed by WVOT. The solution proposed by the vendor should be able to receive and make these updates.
4. The hardware specified by the vendor will be installed in WVOT's 3rd party room of the Data Center located in Building 6 on the Capitol Complex.

2.4.10 SIDES Implementation

The goal of this project is to adopt the methodology, standards, and data interfaces of the USDOL funded SIDES in order to better process claims for unemployment compensation separation and earnings verification data.

1. The vendor should develop and implement the SIDES to comply with all of the specifications outlined in the following documentation as it relates to processing 'Separation Information Exchange' data and 'Earnings Verification' data:
 - a. SIDES documentation as posted on the ITSC website:
 - <http://www.itsc.org/intro.asp>
 - i. UC SIDES Concept of Operations
 - ii. Introductory Guide
 - iii. Implementation Guide
 - b. SIDES Developers documentation as posted on the ITSC website (full access to secure site will be made available to successful vendor). Until the contract is awarded, potential vendors may review the following documents by logging onto <http://info.usides.org/>:
 - i. Developer Guide – Part A – Introduction
 - ii. Developer Guide – Part B – Connector Requirements
 - iii. Developer Guide – Part C – Development Steps Guide
 - iv. Note: Certain security-oriented information has been redacted by ITSC in these documents but full disclosure will be made available to the awarded vendor.
 - v. The website also includes the State Model Connector (The Black Box) download and source code and additional developer's documentation.
2. The vendor should determine and document the connection to SIDES Infrastructure to generate or receive the standard format for request and response data.
3. The vendor should determine and document the Interface rules from WFWV back-end systems to develop and process the incoming and outgoing interface files.
 - a. The vendor should comply with the data format validation rules and edits per SIDES record layouts and standards.
 - b. The vendor should comply with the SIDES business rules and validation.
 - c. The vendor should map data and codes (cross-walk) between WFWV applications and the SIDES interface files. WFWV and WVOT Subject Matter Experts (SME's) will assist with this task.
4. The vendor should use and implement the Black Box connector designed by ITSC to exchange data with SIDES, which will be made available at no cost, and make the necessary modifications to the Black Box. The download of this Black Box contains a directory that has the executable files and the source files. The Black Box provides the following functionality:

- a. Supports Separation data and will be updated when new formats become available
- b. Makes transformation to XML
- c. Performs edit checks, validations, and business rule checks
- d. Provides acknowledgements
- e. Provides error codes
- f. Includes robust security
- g. Makes connection to broker

2.4.11 SIDES Internal Website

The SIDES internal administration website should include two (2) levels of security. The first level should be referred to as "user" and the second level should be referred to as "administrator". User with administrator level security should have access to additional functionality. Security levels should be modifiable via the web application by users with administrator level functionality.

The internal SIDES website should include the following web pages. The internal website should have a look and feel consistent with our current WFWV websites. Header and Footers should be provided in the form of a Master File template to the vendor to accomplish this.

1. Login:

- a. The login page should enable users to authenticate themselves to the system. This process will validate users from the database.
- b. Additional functionality should be available to users with a security level of administrator. These functions should automatically be hidden or exposed depending on the users' security level at the time of login.
- c. The security level of the user should be in the same database table as the login and password for the user.
- d. After three (3) failed attempts to login, the user's account should become locked. An administrator should be required to unlock the account before the user may login.

2. -Selection:

- a. The purpose of the selection page is to present the core functionality of the system to the user who is logged in. The selection page should show elements consistent with the currently logged in users' security level.

3. Update Password:

- a. This page should allow the user to change their password. It should take as input the current password as well as the new password/confirm new password and update the database.

2.4.12 Core Functionality

1. User administration:

- a. The purpose of this page is to allow users with administrative level security to perform user administration functions. This page is only accessible by administrators. This page needs to allow administrators to perform the following functions. Additional pages to perform the outlined functionality may be utilized.

- i. **Add new user** - User accounts should consist of the following information which is to be entered on user creation.
 - 1. Full Name
 - 2. Phone Number
 - 3. E-mail address
 - 4. Security level
 - 5. Initial password

When a new user is added they should be required to change their password the first time they login. The user's e-mail address should also be their user name when accessing the system.

- ii. **Delete existing user** - This should allow an administrator to delete and existing user from the system.
- iii. **Reset user password** - This should allow an administrator to reset the password of an existing user.
- iv. **Change user security level** – This should allow an administrator to change the security level of a user.
- v. **Additional logging and tracking functionality:**
 - 1. When a new user is added, the system must record the time, date and administrator who performed the function.
 - 2. When a user is deleted, the system must record the time, date and administrator who performed the function.
 - 3. When a password is changed, the system must record the most recent time, date, and administrator who performed the function.
 - 4. When a security level is changed, the system must record the time, date, and administrator who performed the function.

2. View Transmission

- a. This page is accessible to all users. The purpose of this page is to allow users to view the transmission request submitted to the SIDES system. This page should offer a number of criteria to search for transmissions.
- b. Start date of transmission – if no dates are entered, the current date should be assumed.
- c. End date of transmission – if no dates are entered, the current date should be assumed.
- d. Type of transmission (TPA or SEW)
- e. Transmission GUID
- f. SSN of claimant within transmission
- g. TPA Unique identifier (for TPA requests)
- h. ERN

These results should be returned in such a way as to allow the user to drill down from a higher level result set to the individual records included in the transmission. The user must be able to select a specific transmission and see all the claimants included in that transmission. The user must then be able to select a specific claimant and see the information specific to that claimant in that transmission.

In the event the transmission included records which did not get sent due to an error this record should be clearly marked as not being sent. The system should allow for these records to be re-sent. If the transmission has received a response, a clickable link to the response should be included. The resulting response should be displayed to the user in such a way that all information of the response is shown on the screen. Any attachments for the request should be shown as a clickable link. The PDF associated with the returned response should be presented as a clickable link.

3. View Response

This page is accessible to all users. The purpose of this page is to allow users to view the responses received from the SIDES system. This page should offer a number of criteria to search for transmissions.

- a. Start date of Response
- b. End date of Response
- c. Type of Responses (TPA or SEW)
- d. Transmission GUID
- e. SSN of claimant within transmission
- f. TPA Unique identifier (for TPA responses)
- g. ERN
- h. Response Code
- i. Response status
 - a. Processed (when a response is processed into the database, and prior to the nightly export, a response should have a status of Processed)
 - b. Exported (when a response has been processed during the nightly export and included in the flat file output, a response should have a status of Exported)
 - The time and date of the export should be visible to the user without the need to select the specific record
 - The functionality to select an already exported record for to be re-exported in the next flat file output should be included
 - These records which are already exported but flagged for re-export should have a status of (Pending Export)

These results should be returned in such a way as to allow the user to drill down from a higher level result set to a more specific criterion. The user must be able to select a specific response and see all the claimants included in that response. The user must then be able to select a specific claimant and see the information specific to that claimant in that response. The response should be displayed to the user in such a way that all information of the response is shown on the screen. Any attachments for the request should be shown as a clickable link. The PDF associated with the returned response should be presented as a clickable link.

The system must include "Print Issues" functionality. This should enable a user to print all transmissions returned which meet specific criteria. These criteria should be based on return codes as well as the lack of information on a response. The list of numeric return codes that should meet the criteria must be configurable either via a database table or a configuration file.

4. Reporting:

The internal website should be able to produce a number of reports. The reports should be produced in a manner that allows drill down from a higher level result to the individual request/response level of detail. The following reports are to be made available:

- a. Timeliness Report – Provides a summary by employer indicating what percentage of separation responses were timely, late, or for which no response was received. The report also lists each individual separation response case and indicates whether it was timely along with the number of days the employer took to provide their response.
- b. Code XX Responses – A report listing separation codes that employers returned on the separation information response. The report lists the total number of cases and the specific employers where the specified code was used.
 - c. File Transfer Report – Shows the number of files and the total number of records transmitted by a SIDES participant to the SIDES Broker.

2.4.13 Training: The vendor should:

1. Provide a train-the-trainer program and training materials in electronic format and system training during installation.
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.

2.4.14 System documentation

1. Documentation provided to WFWV should cover all areas of the proposed system including but not limited to User Manuals, System Design Documents, Database Diagrams, Program Documentation and Status Reports.
2. The vendor should provide WFWV with the permission to reproduce this documentation in written and electronic formats as necessary.
3. The vendor should update the system documentation accordingly in the event that system changes are made.

2.4.15 Project Management

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

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

The successful vendor's Project Manager **will** be required to maintain a detailed project work plan through the full term of the implementation process. The vendor's Project Manager **will** be required to submit an updated work plan with deliverables and milestones to the WFWV's Project Lead and WVOT Oversight Project Manager within a reasonable time after award of a contract. Vendor **must** complete the entire effort as expeditiously as possible after the contract is awarded.

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

The successful vendor's Project Manager will be required to establish a change management process before any change is made to the project.

2.4.16 System Warranty, Maintenance & Support

The vendor should:

1. List all types of standard and enhanced warranties provided. The State's preferred choices include, but are not limited to: on-site support, second-level technical support, and web-based offerings.
2. Provide a one (1) year maintenance period after the system is in production and final acceptance of the system by WFWV with no additional cost to the State. During this time the vendor should 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. Ensure that the primary point of a contact for all calls concerning the system is the Vendor's 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 WFWV offices beginning at 8:00 am through 5:00 pm Eastern Time Monday through Friday.
 - B. WFWV should receive a telephone response from a live qualified technician within two (2) hours of any reported problem.
 - 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 within 24 hours.
 - D. Issues that are not resolved should be directed to the Vendor's contract administrator for immediate resolution.
 - E. 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.
 - F. Provide WFWV with a reporting mechanism to track the status of all open service calls. Calls should not be closed until the WFWV approves the resolution of the call.

2.4.17 Backup & Disaster Recovery services

The vendor should:

1. Describe the recommended methodology for daily, operational backup of the proposed system, with the understanding that WFWV will be responsible for ensuring that said backups are performed by WVOT staff.
2. Describe the proposed recovery mechanisms, including, but not limited to: fail-over capabilities, and time to recovery of system.
3. Work with WVOT staff to implement, test and document the described backup and fail-over processes specific to the WFWV environment.

2.4.18 Testing

1. The vendor must develop Test Plans and Test Scripts.
2. The vendor must perform Unit Testing and Systems Testing.
3. The vendor must work with WFWV business users for acceptance testing.
4. The vendor must ensure that all SIDES testing requirements comply with standards and guidelines specified by SIDES:
 - i. The vendor must meet all functional requirements for the SIDES connectors (software and hardware). At a minimum, the contractor must meet all specifications for data validations, business rules, and error handling.
 - ii. The vendor must create test data to demonstrate that testing successfully passed validation rules, business rules, and error handling.

The vendor must provide the testing results (via WFWV) to the SIDES Business Manager for acceptance before final implementation.

2.4.19 Phase 1 Payment Schedule: Phase 1 consists of the development and implementation of the separation information aspect of both SIDES and SEW. Payments for Phase 1 are to be made in four (4) equal payments based upon completion which are to be mutually agreed upon by both WFWV and the vendor. Payments will be as follows:

- a. 1st payment is to be made upon twenty-five percent (25%) completion of Phase 1 and shall equal 25% of Sub-Total A on the Cost Sheet (Attachment C);
- b. 2nd payment is to be made upon fifty percent (50%) completion of Phase 1 and shall also equal 25% of Sub-Total A on the Cost Sheet;
- c. 3rd payment is to be made upon seventy-five percent (75%) completion of Phase 1 and shall equal 25% of Sub-Total A on the Cost Sheet; and,
- d. 4th and final payment of Phase 1 is to be made upon completion of Phase 1 and shall equal 25% of Sub-Total A on the Cost Sheet

2.4.20 Hardware and Software Payment: Payment for the hardware and software provided by the vendor is to be paid upon receipt of said hardware and software and should equal the cost provided in Sub-Total B of the Cost Sheet.

2.4.21 Phase 2 Payment Schedule: Phase 2 consists of the development and implementation of the earnings verification aspect of both SIDES and SEW. Payments for Phase 2 will be made in four (4) equal payments based upon completion status, which will be mutually agreed upon by both WFWV and the vendor. Payments will be as follows:

1. 1st payment will be made upon twenty-five percent (25%) completion of Phase 2 and shall equal 25% of Sub-Total C On the Cost Sheet;
2. 2nd payment will be made upon fifty percent (50%) completion of Phase 2 and shall equal 25% of Sub-Total C on the Cost Sheet;
3. 3rd payment will be made upon seventy-five percent (75%) completion of Phase 2 and shall equal 25% of Sub-Total C on the Cost Sheet; and,
4. 4th payment will be made after completion of Phase 2 and shall equal 25% of Sub-Total C on the Cost Sheet.

2.4.22 Maintenance: First year maintenance for the SIDES and SEW system, as well as the hardware and software provided by the vendor, will begin upon formal written acceptance from WFWV of the proposed solution. Payment for the first year maintenance will be payable upon WFWV's acceptance.

Renewal of the maintenance for each subsequent year (2nd and 3rd) will be added annually via Change Order to any contract resulting from this RFP. Payment for the renewed maintenance shall be payable upon completion of each Change Order.

2.5 Mandatory Requirements

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

- 2.5.1 The vendor must have completed at least one US DOL SIDES/SEW implementation project within the past five (5) years which is similar in scope to the project for which this RFP is soliciting proposals.
- 2.5.2 Vendors must provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as: firm qualifications and experience in completing similar projects; references; descriptions of all USDOL SIDES/SEW implementation project completed within the past five (5) years – entailing the location of the project, project manager name and contact information
- 2.5.3 The vendor must provide the SIDES and SEW system specified herein in compliance with the requirements and timelines provided in the Unemployment Insurance Program (UIPL) Number 26-11, attached hereto as "Exhibit 1".
- 2.5.4 The vendor must meet all of the Project Management and Implementation Schedule provided in 2.7.1 of the RFP.
- 2.5.5 The vendor must meet/provide all of the testing requirements specified in 2.7.4 of this RFP.
- 2.5.6 The vendor must implement Phase 1 by no later than September 30, 2012.
- 2.5.7 The vendor must implement Phase 2 by no later than September 30, 2013.

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 qualifications and experience in completing similar projects; references; descriptions of all USDOL SIDES/SEW implementation projects completed within the past five (5) years – entailing the location of the project; project manager name and contact information.
- 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.
- 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 **six (6)** convenience copies and **one (1)** copy on CD/DVD 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:	<u>PR-43</u>
Req #:	<u>WV12022</u>
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:

• Qualifications, experience and references	10 Points Possible
• Project Goals & Objectives (Sections 2.4)	
Implementation	20 points Possible
Project Management Methodology	10 points Possible
Back-up and Disaster Recovery	10 points Possible
Core Functionality	10 points Possible
• Maintenance, Support and Training	10 Points Possible
• 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 **\$1,000.00 per day** for failure to provide (deliverables, meet milestones identified to keep the project on target, or failure to meet specified deadlines). This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy which the State or Agency may have legal cause for action.
- 5.11 **Contract Termination:** The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which may endanger the contract's continuation. If after such notice the Vendor fails to remedy the conditions within the established timeframe, the State shall order the Vendor to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may be terminated by the State with thirty (30) days prior notice pursuant to *West Virginia Code of State Rules* § 148-1-7.16.2.

5.12 **Special Terms and Conditions:**

- 5.12.1 Bid and Performance Bonds *N/A*
- 5.12.2 Insurance Requirements: *N/A (Provide liability insurance requirements. Insurance certificates are required prior to award, but are not required at the time of bid).*
- Public liability
 - Property damage
 - Professional liability (medical, advertising, *et cetera*)
- 5.12.3 License Requirement: *Workers' Compensation, Contractor's License, etc. (List any specific licenses, or other special license requirements for your project, et cetera.)*
- 5.12.4 Protest Bond: Any bidder that files a protest of an award shall at the time of filing the protest submit a protest bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater.

The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All protest bonds shall be made payable to the Purchasing Division and shall be signed by the protester and the surety. In lieu of a bond, the protester may submit a cashier's check or bank money order payable to the Purchasing Division. The money will be held in trust in the State Treasurer's office.

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

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

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

Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm qualifications and experience in completing similar projects; references; descriptions of all USDOL SIDES/SEW implementation project completed within the past five (5) years- entailing the location of the project, project manager name and contact information.

Vendor Response:

Describe how you would meet all requirements and specifications contained in the RFP for Phase 1: SIDES and SEW Separation Information

Vendor Response:

Describe how you plan to identify and supply the Hardware and Software (refer to 2.4.9):

Vendor Response:

Describe how you would meet all requirements and specifications contained in this RFP for Phase 2 – SIDES and SEW earnings Verification

Vendor Response:

Attachment B: Mandatory Specification Checklist

2.5.1 The vendor must have completed at least one US DOL SIDES/SEW implementation project within the past five (5) years which is similar in scope to the project for which this RFP is soliciting proposals.

Vendor response

2.5.2 The vendor must provide the SIDES and SEW system specified herein in compliance with the requirements and timelines provided in the Unemployment Insurance Program (UIPL) Number 26-11, attached hereto as "Exhibit 1".

Vendor response

2.5.3 The vendor must meet/provide all of the testing requirements specified in 2.4.18 of this RFP.

Vendor response

2.5.4 The vendor must meet all of the Project Management and Implementation Schedule provided in 2.4.15 of the RFP.

Vendor response

2.5.5 The vendor must implement Phase 1 by no later than September 30, 2012.

Vendor response

2.5.6 The vendor must implement Phase 2 by no later than September 30, 2013.

Vendor Response

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.

WWV-12-022	Task	Cost
A. Phase 1 SIDES and SEW Separation Information		
	Development	\$
	Implementation	\$
	Training	\$
	Sub-Total A	\$
B. Hardware and Software		
	Hardware	\$
	Software	\$
	Sub-Total B	\$
C. Phase 2 SIDES and SEW Earnings Verification		
	Development	\$
	Implementation	\$
	Training	\$
	Sub-Total C	\$
D. Maintenance		
1. Hardware	Year 1	\$
	Year 2	\$
	Year 3	\$
2. Software	Year 1	\$
	Year 2	\$
	Year 3	\$
3. SIDES and SEW system	Year 1	\$
	Year 2	\$
	Year 3	\$
	Sub-Total D	\$
Grand Total (A + B + C + D)		\$

All costs provided above shall be fixed and cannot be modified after bid submission.

Do not alter this cost sheet or provide any additional pricing not specifically requested hereinabove. Doing so will result in disqualification of your bid.

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

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____