



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER
ABCA33

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CONNIE OSWALD 304-558-2157

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

ALCOHOL BEVERAGE CONTROL
COMMISSION
900 PENNSYLVANIA AVE
4TH FLOOR
CHARLESTON, WV
25302 304-558-2487

SHIP TO

DATE PRINTED
10/10/2012

BID OPENING DATE:

11/15/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		099-00-01-001	REQUEST FOR PROPOSAL	
					THE STATE OF WEST VIRGINIA AND ITS AGENCY WEST VIRGINIA ALCOHOL BEVERAGE CONTROL ADMINISTRATION REQUEST A QUOTE FOR AN OPEN-END CONTRACT TO PROVIDE DESIGN, DEVELOPMENT, CONFIGURATION AND IMPLEMENTATION OF AN INTEGRATED FRAMEWORK FOR ELECTRONIC LICENSING PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.	
					MANDATORY PRE-BID MEETING: 10/26/2012 AT 10:00 AM (SEE ENCLOSED FOR LOCATION)	
					BID OPENING: NOVEMBER 15, 2012 AT 1:30 PM	
					REFERENCE ATTACHED INSTRUCTION TO BIDDERS.	
					DESIGN, DEVELOPMENT, CONFIGURATION & IMPLEMENTATION OF AN INTEGRATED FRAMEWORK FOR ELECTRONIC LICENSING PER THE ATTACHED SPECIFICATIONS.	

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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Department of Administration
Purchasing Division
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CONNIE OSWALD
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TYPE NAME/ADDRESS HERE

MODERN

SHIELD

ALCOHOL BEVERAGE CONTROL
COMMISSION
900 PENNSYLVANIA AVE
4TH FLOOR
CHARLESTON, WV
25302 304-558-2487

DATE PRINTED

10/10/2012

BID OPENING DATE:

11/15/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ ABCA33 ***** TOTAL: _____						

SIGNATURE

TELEPHONE

DATE

TITLE

FEIN

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[] A pre-bid meeting will not be held prior to bid opening.

[] A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

[☒] A MANDATORY PRE-BID meeting will be held at the following place and time:

October 26, 2012 at 10:00 am

West Virginia Alcohol Beverage Control Administration
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 10/30/2012

Submit Questions to:

Connie Oswald

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970 or 304-558-4115

Email: Connie.S.Oswald@wv.gov

5. **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 Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
P.O. Box 50130,
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____
 SOLICITATION NO.: _____
 BID OPENING DATE: _____
 BID OPENING TIME: _____
 FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 6 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☒ Technical
 ☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

November 15, 2012 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 P.O. Box 50130,
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on
 Upon Award
 and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- ☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
- ☐ **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- ☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - ☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - ☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - ☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - ☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

- | | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- | | **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- | | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- | ✓ | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- | ✓ | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

| ✓ | **Commercial General Liability Insurance:**
 or more.

| | **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

| ✓ |

| ✓ |

| |

| |

| |

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	Microsoft Certification
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation 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 litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

\$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. See Section 5.10 for details. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also 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.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation 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, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. 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 and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- | | Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

REQUEST FOR PROPOSAL

West Virginia Alcohol Beverage Control Administration and RFP # ABCA33

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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 Alcohol Beverage Control Administration** hereinafter referred to as "**WV ABCA**", to provide the services of a vendor capable of design, development, configuration and implementation of an integrated framework for electronic licensing, including but not limited to: license applications, renewals and other miscellaneous transactions, credential submission and verification, examination and education management, license look-up, and maintenance of licenses, encompassing all aspects of the handling, serving, and sale of alcoholic beverages.

- 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.....	10/30/2012
Mandatory Pre-bid Conference.....	10/26/2012
Addendum Issued	TBD
Bid Opening Date	11/15/2012
Oral Presentation	TBD

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

Date: 10/26/2012

Time: 10:00 am

Location: 900 Pennsylvania Avenue, 4th Floor, Charleston WV 25302

Telephone Number: 304-356-5513

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:

Connie Oswald, Senior Buyer Connie.S.Oswald@wv.gov
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
(304) 558-2157
Fax: (304) 558-4115

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

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

SECTION TWO: PROJECT SPECIFICATIONS

2.1 Location: Agency is located at 900 Pennsylvania Ave. 4th Floor, Charleston WV 25302

2.2 Background and Current Operating Environment:

Currently, WVABCA uses mostly proprietary applications written in COBOL. These are hosted on a UnixWare platform. Users connect via a telnet connection to access the various licensing / enforcement related systems. There are eight (8) systems that will be replaced with this procurement:

- Retail Licensing (CAB – UNIX/COBOL)
- Non-Retail Licensing (MUD – UNIX/COBOL)
- Violation Tracking System (VTS – UNIX/COBOL)
- Complaint Tracking System (CTS – UNIX/COBOL)
- Evidence Room System (ERS – UNIX/COBOL)
- Beer Administration System (BAS – Windows/COBOL)
- ScanGuard G2 (VB.Net/SQL system)
- Wine Label Registration Database (WLRD – VB.Net/SQL)

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 Goals: Design, development, configuration and implementation of an integrated framework for electronic licensing, including but not limited to: license applications, renewals, field case management and other miscellaneous transactions, credential submission and verification, examination and education management, license look-up, and maintenance of licenses, encompassing all aspects of the handling, serving, and sale of alcoholic beverages. This system should already exist for the most part and should be in use in other governmental licensing agencies. If the proposed system cannot perform all of the requested tasks, we will accept minimal new development.

2.4.1. Provide an app for iPads, iPhones. This app will be used by our field enforcement agents.

2.4.2. Enterprise Resource Planning System (ERP) – Must interface with wvOasis (ERP) systems www.wvOasis.gov . Prior to WV ABCA going to ERP, the chosen solution must interface with QuickBooks.

2.4.3. Providing Security and Controls for the proposed solution. This includes encrypted communications and user authentication and management tools.

2.4.4. The proposed solution will be hosted on dedicated servers at WV ABCA. Solution must be based on Microsoft Windows/.Net/SQL Server, our standard.

2.4.5. Provide onsite training here at our offices in Charleston WV for twelve (12) WV ABCA employees. This will be in-depth sessions on all aspects of the

system. This will be a minimum of five (5) sessions, each eight (8) hours long.

- 2.4.6. Provide system documentation that provides in depth detail for each function/component of the solution.
- 2.4.7. Provide a project manager and implementation schedule for the proposed solution. Implementation schedule is to be provided at start of project and vendor's project manager and ABCA's project manager shall meet weekly to assess progress.
- 2.4.8. Providing System Warranty, Maintenance & Support for the proposed solution. This would include version upgrades, bug fixes, phone support, email support.
- 2.4.9. Providing Backup & Disaster Recovery planning and setup. This includes configuring offsite servers as a failover. Servers and Microsoft Windows Server and SQL Server licenses will be provided by WV ABCA.

2.5 Mandatory Requirements (see Attachment B: Mandatory Specification Checklist)

- 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 Materials and Information Required at Oral Presentation:

- 2.6.1.1 The presentation time will be consistent for all vendors with a question and answer session afterwards.
- 2.6.1.2 The presentation should be a working prototype of the proposed solution's design. There is no requirement for the use of WV ABCA data with this demonstration.
- 2.6.1.3 Presentation should also include a summarization of Vendor Response to the Project Goal and Objectives.

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 clarify information.

3.4 **Proposal Submission:** Proposals must be received in two distinct parts: technical and cost.²⁴

- **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: _____
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 once the Agency evaluation committee has completed the technical evaluation and it has been approved by the Purchasing Division.

SECTION FOUR: EVALUATION AND AWARD

4.1 **Evaluation Process:** Proposals will be evaluated by a committee of three (3) or more individuals against the established criteria with points deducted for deficiencies. The Vendor who demonstrates that they meet all of the mandatory specifications required; and has appropriately presented within their written response and/or during the oral demonstration (if applicable) their understanding in meeting the goals and objectives of the project; and attains the highest overall point score of all Vendors shall be awarded the contract. The selection of the successful Vendor will be made by a consensus of the evaluation committee.

4.2 **Evaluation Criteria:** All evaluation criteria is defined in the specifications section and based on a 100 point total score. Cost shall represent a minimum of 30 of the 100 total points.

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

A. Vendor/Sub Contractor Experience and References	15 Points Possible
B. Project Goals & Objectives (Section 2.4 and Attachment A)	40 Points Possible
C. Orals (Section 2.6)	05 Points Possible
D. Maintenance and Support	10 Points Possible
E. 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:

Lowest price of all proposals

X 30 = Price Score

Price of Proposal being evaluated

4.2.1 Technical Evaluation: The Agency evaluation committee will review the technical proposals, deduct points where appropriate, and make a final written recommendation to the Purchasing Division.

4.2.2 Minimum Acceptable Score: Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

4.2.3 Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign appropriate points, and make a final recommendation to the Purchasing Division.

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

- 4.4 **Rejection of Proposals:** The State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State further reserves the right to withdraw this RFP at any time and for any reason. Submission of or receipt of proposals by the State confers no rights upon the bidder nor obligates the State in any manner.
- 4.5 **Vendor Registration:** Vendors participating in this process should complete and file a Vendor Registration and Disclosure Statement (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order or contract.

SECTION FIVE: CONTRACT TERMS AND CONDITIONS

- 5.1 **Contract Provisions:** The RFP and the Vendor's response will be incorporated into the contract by reference. The order of precedence shall be the contract, the RFP and any addendum, and the vendor's proposal in response to the RFP.
- 5.2 **Public Record:** All documents submitted to the State Purchasing Division related to purchase orders or contracts are considered public records. All bids, proposals, or offers submitted by Vendors shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the bid opening.
- 5.2.1 **Risk of Disclosure:** The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The State does not guarantee non-disclosure of any information to the public.
- 5.2.2 **Written Release of Information:** All public information may be released with or without a Freedom of Information request; however, only a written request will be acted upon with duplication fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently, the fees are 50 cents per page, or a minimum of \$10.00 per request, whichever is greater.
- 5.3 **Conflict of Interest:** Vendor affirms that neither it nor its representatives have any interest nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.
- 5.4 **Vendor Relationship:** The relationship of the Vendor, 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 express 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. **This bid shall extend to all political subdivisions and local government bodies of the State of West Virginia.**

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 \$ 1000 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.

SECTION SIX: E-GOVERNMENT REQUIREMENTS

The West Virginia State Treasurer's Office is authorized by *W.Va. Code §12-2-2, §12-3A-6* and by Legislative Rule 112 CSR §13, *et seq.*, to offer electronic commerce payment processing services to political subdivisions of the State of West Virginia, including WV State Agencies, WV Higher Education schools, local governments, and municipalities.

The West Virginia State Treasurer's E-Government Program is an electronic commerce payment processing program for WV State Agencies or schools. The E-Government Program includes securing credit card payments and Automated Clearing House (ACH) debits over the Internet.

Agreement:

The WV State Agency/school plans to develop an Internet website that will allow purchases of products and/or services from the WV State Agency/school by credit/debit card or EFT/ACH. The WV State Agency/school covenants to utilize the West Virginia State Treasurer's Office system for payment acceptance, to make any modifications to its website needed to accommodate the requirements of the West Virginia State Treasurer's Office system, and to pay the costs associated with utilizing the West Virginia State Treasurer's Office system. Further, the WV State Agency/school assumes full and complete responsibility for the development and maintenance of its website. The West Virginia State Treasurer's Office shall provide payment acceptance services, including but not limited to, settlement and deposits. The parties shall agree upon a Project Design and Implementation Plan prior to implementation of the Plan.

SYSTEM SECURITY.

- A. Software: For all E-Government Program services offered, the West Virginia State Treasurer's Office shall provide a secure system for the collection of revenues, through the use of a combination of system software, encryption technologies and services that enable it to protect the security of communication and transactions on the Internet. Such security shall offer controlled access and the exchange of confidential data in a protected environment.
- B. Website: In order to participate in the ACH/EFT processing of the E-Government Program offered by the West Virginia State Treasurer's Office, the WV State Agency/school or Third Party shall create and maintain its own website in accordance with latest technology standards, as approved by the West Virginia State Treasurer's Office.
- C. Links: When making any payment to the WV State Agency or Third Party, users of the WV State Agency/school or Third Party's website may connect to the West Virginia State Treasurer's Office website through a provided link before entering credit card or bank account information.

- D. Liability: The WV State Agency/school or Third Party shall be liable to its customers, users and the West Virginia State Treasurer's Office for any damages caused by a breach in security measures by any Local Government agent or employee.
- E. Confidentiality: Except as otherwise needed to complete an E-Government transaction, both parties shall maintain as confidential all information and data regarding transactions placed or made using the system provided by the West Virginia State Treasurer's Office.
- F. Confidential Data: Credit card, bank account numbers and other confidential data will NOT reside on the data systems of the WV State Agency/School or Third Party. WV State Agency/School or Third Party personnel will not collect or maintain credit card numbers or bank account numbers on their computers or in written form.
- G. Industry Standards: The West Virginia State Treasurer's Office E maintains compliance with the Payment Card Industry (PCI) standards. This standard requires the West Virginia State Treasurer's Office and, if needed, the WV State Agency/school or Third Party, to allow periodic scans to verify that these activities remain in compliance. WV State Agency/school or Third Party agrees to comply with any required scans, and to pay charges associated with those scans.

VII. CONFIDENTIALITY

- A. WV State Agency/School or Third Party Obligations: The WV State Agency or Third Party agrees to maintain the integrity of the West Virginia State Treasurer's Office's security system and to adhere to the confidentiality standards imposed by the West Virginia State Treasurer's Office through this Agreement. The WV State Agency/School or Third Party specifically agrees not to disclose any confidential information obtained through the use of the E-Government program to third parties in a manner that violates this Agreement or any applicable state or federal law. The WV State Agency/School or Third Party shall hold in strict confidence any information that is considered confidential or proprietary by the West Virginia State Treasurer's Office, and shall use all such information solely for the purposes authorized in this Agreement.
- B. Confidential Reports/Data: Reports or data containing confidential or proprietary information may not be revealed or sold to any other party. The WV State Agency/School or Third Party shall not use any confidential or proprietary information as a basis upon which to develop or have another entity develop any product or service without the express written consent of the West Virginia State Treasurer's Office.
- C. Report of Unauthorized Use of Confidential Data: The WV State Agency/School or Third Party shall report, in writing, any unauthorized use or disclosure of confidential or proprietary information of the West Virginia State Treasurer's Office of which it becomes aware.

- D. Acts of Employees: This Agreement applies to the WV State Agency/School or Third Party and all of its employees, agents, contractors and other such personnel who may have access to the confidential or proprietary information of the West Virginia State Treasurer's Office. The WV State Agency/School or Third Party agrees that it will limit the persons, employees, agents or others to whom confidential or proprietary information belonging to the West Virginia State Treasurer's Office is disclosed to those reasonably required to accomplish the purposes stated in this Agreement.
- E. Irreparable Harm: The WV State Agency/School or Third Party acknowledges that disclosure or unauthorized use of any confidential or proprietary information belonging to the West Virginia State Treasurer's Office will cause irreparable harm and loss to the West Virginia State Treasurer's Office and may violate various laws of the State of West Virginia and the United States.
- F. Indemnification: The WV State Agency/School or Third Party agrees to indemnify and hold harmless the West Virginia State Treasurer's Office for any damages claimed by any other party arising as a result of a breach of confidentiality or disclosure of confidential or proprietary information by the WV State Agency/School or Third Party or any of its employees, agents, contractors or other such personnel, and shall be liable to the West Virginia State Treasurer's Office for any damages incurred by the West Virginia State Treasurer's Office, including but not limited to, judgments, sanctions, penalties, attorneys' fees or costs, arising out of such claims.
- G. Termination Provisions: Upon the termination of this Agreement with the West Virginia State Treasurer's Office, the WV State Agency/School or Third Party agrees, if feasible, to return or destroy all protected confidential or proprietary information it received from, created by or received on behalf of the West Virginia State Treasurer's Office that it maintains in any form, and further agrees that it will not retain any copies of confidential or proprietary information. In the event return or destruction is not feasible, the WV State Agency/School or Third Party shall extend the protections of this Agreement to the confidential or proprietary information and limit further uses and disclosures to the purposes that make return or destruction of the confidential or proprietary information infeasible.
- H. Acts Considered Breach of Contract: The West Virginia State Treasurer's Office may at any time assess the system security of the WV State Agency/School or Third Party or require an assessment of the same in order to determine how confidential information is managed and whether additional safeguards need to be imposed. If, at any time, the West Virginia State Treasurer's Office ascertains that there has been a breach of confidentiality or an unauthorized disclosure of confidential or proprietary information by the WV State Agency/School or Third Party or any of its employees, agents, contractors or other such personnel, the West Virginia State Treasurer's Office may declare a breach of contract and immediately terminate this Agreement without incurring any penalty being considered in breach of or in default of this Agreement.

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.
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. The vendor must have completed at least two (2) government licensing projects within the past five (5) years which are similar in scope to the project for which this RFP is soliciting proposals. The vendor must provide a brief description of this project, the timeframe for development, and the vendor's opinion of the success of the project.
4. 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.
5. 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. Identify any and all subcontractors that will be involved in the development, implementation, training and ongoing support of this system. The primary vendor will be responsible for any and all work performed by subcontractors.

Vendor Response

2.4 Project Goals and Objectives: Design, development, configuration and implementation of an integrated framework for electronic licensing, including but not limited to: license applications, renewals and other miscellaneous transactions, credential submission and verification, examination and education management, license look-up, and maintenance of licenses, encompassing all aspects of the handling, serving, and sale of alcoholic beverages.

1. Licensing

- a. The system should enable managing license data and creating license process workflows for an infinite number of license types.
- b. The system should enable applicants to enter license application, miscellaneous applications and renewal information through the internet and internal users to enter license application and renewal information through the intranet, based on business rules.

- c. The system should enable tracking license types for individual licensees (or applicants), and entities (facilities, organizations, companies, businesses).³³
- d. The system should enable tracking entities prior to submittal of license application.
- e. The system should enable an authorized user to create new license types, and license process workflows to reflect business rules.
- f. The system should enable an authorized user to modify an existing license type and/or amend license authority.

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

1.1 Licensing Application:

- a. The system should enable capturing and storing license application information for each license type.
- b. The system should enable capturing, modifying, and tracking license application information for each license application entered.
- c. The system should display a list of next steps to guide the user in completing his or her application during the online application process.
- d. The system should display a list of all follow-up information required to be submitted by the applicant at the end of the application process.
- e. The system should prompt and instruct the user to submit other required documentation during the application process.
- f. The system should enable associating electronic files of supporting information with a transaction, while maintaining clear information on the source of each file (e.g., applicant, endorser, school).
- g. The system should enable downloading a printable view of a completed (or partially completed) application.
- h. The system should enable applicants to withdraw their own application according to business rules.
- i. The system should enable an authorized user to configure the application evaluation process for each license type.
- j. The system should enable an authorized user to record and maintain evaluation information about each reviewed application.
- k. The system should enable the synchronization or customization of license expiration dates for licenses based on business rules.

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

1.1.1 Application Information

- a. The system should allow unlimited address types and addresses to be associated with an entity across license types.
- b. The system should capture entity identification at the start of each transaction.
- c. The system should search whether entity information already exists in the system.
- d. If entity information is found, the system should display the license information and enable the user to confirm.
- e. If entity information is not found, the system should enable capturing and storing information.
- f. The system should enable the merging of multiple entity records if duplicate records are discovered.
- g. The system should automatically generate a unique identifier for each entity record.
- h. The unique entity identifier should be used to integrate all data related to that entity across all license types.
- i. The system should prevent the creation of duplicate entity records for a single entity.
- j. The system should enable modifying an infinite number of data elements according to business rules.
- k. The system should enable entities to specify their preferred method of communication (i.e., email, fax, mailing address, phone number) for each communication type (i.e., legal, compliance, licensing) across license types.

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

1.1.2 On-line Application:

- a. If the user selects to apply for multiple licenses on line, the system should collect user information once and pre-populate the license forms with that information.
- b. The system should enable establishing relationships among license types to enforce rules regarding the sequence in which applications can be applied for.
- c. The system should enable a user to bypass the permit assistance wizard and directly select licenses to apply for online.
- d. The system should provide data validation and verification upon data entry.
- e. The system should allow customers to register with the system through the provision of a user account accessed by way of a user name and password.
- f. The system should provide the customer with confirmation that the application has been received. A unique confirmation number will be generated and stored with the customer's account information.

- g. The system should provide the customer with notification of any further requirements that must be fulfilled to complete the application process.
- h. The system should enable notifying the appropriate agency of a submitted application(s) in multiple formats (E-mails, batch reporting).

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

1.1.2.1 Pause, Save, Return Edit

- a. The system should enable saving a partially completed application (separate from submitted applications) and allow the user to return to it for completion and submission later, based on business rules.
- b. The system should allow a user to add, modify and delete data on his or her application.
- c. The system should identify incomplete applications that have had no activity over a predetermined period of time and notify the applicant of the agency's intent to abandon the application within a specified period.

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

1.1.3 License Number:

- a. The system should generate a unique license number for each license created according to user defined license type numbering rules.
- b. The system should enable storing and displaying an unlimited number of externally assigned identification numbers.

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

1.1.4 License Period:

- a. The system should allow for recording and managing license periods in discrete units of time including start and end dates. This is separate from extending license expiration dates. Each discrete license period should be managed, updatable and viewed as a separate licensing time event.
- b. The system should calculate the license effective date and expiration date based on user-defined data such as the date of license approval.
- c. The system should provide the ability to establish license periods with future dates.
- d. The system should enable the calculation of the expiration date based on the type of license and the term of the license.

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

1.2 Renewals

- a. The system should enable an authorized user to define license renewal rules for each license type including: time period that the license is valid for; time period prior to

expiration date to trigger renewal notifications; time period that the application is available to applicant; renewal limits. (For some license types - such as Limited Licenses - there is a limit on how many times the license can be renewed.).

- b. The system should enable a licensee to renew a license in advance (for a future period).
- c. The system should display a list of next steps to guide the user in completing his or her renewal process.

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

1.2.1 Determine Renewal Eligibility:

- a. The system should verify eligibility for renewal based on defined rules (e.g., holds, alerts, statuses, enforcement rules, etc.)

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

1.2.2 Generate Renewal Notice:

- a. The system should automatically generate a renewal notice for each license according to the user-defined renewal rules.
- b. The system should preprint associated license information on renewal notices including a tabular format of information for multiple license renewals.
- c. The system should enable generating a single renewal notice and associated tabular report for an entity that has multiple licenses due for renewal, based on business rules.

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

1.2.3 Opt-out Renewal

- a. The system should enable a licensee to inactivate his or her license at any point in the license period based on established business rules.

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

1.2.4 Late/Delinquent Renewals:

- a. The system should generate additional renewal notices at user-defined time periods, if a renewal application is not entered or received within the time period.
- b. The system should generate a delinquent notice if a renewal application is not entered or received within the user-defined time period.
- c. The system should inactivate licenses or registrations and generate appropriate notifications for licenses that are beyond a user-specified time period after expiration.

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

1.3 Entity Management

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- a. The system should provide the ability to add, modify, and delete surety information including: surety options, surety instruments, effective dates, surety status, minimum surety, supplemental surety, number of days coverage, surety provider, surety type, date received, active or inactive indicator, inactive date for each surety type.
 - b. The system should enable an authorized user to define entity data requirements and workflows for an infinite number of entity types. The system should enable capturing and modifying entity information.
 - c. The system should generate a unique identifier for each entity.
 - d. The system should allow multiple addresses and address types to be associated with an entity.
 - e. The system should maintain a history of changes to an entity, for example but not limited to, entity name change, Tax ID change, address change.
 - f. The system should enable viewing, managing and tracking of entities and all their related licenses.

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

1.4 Branding Certification

- a. The system should enable an authorized user to define brand data requirements application workflows for an infinite number of brands.
- b. The system should generate a unique brand number for each new brand entered.
- c. The system should enable capturing, storing, and displaying brand information.
- d. The system should enable modifying brand information.
- e. The system should enable tracking the status of a brand record.
- f. The system should allow for supplemental registrations throughout the year.
- g. The system should calculate and display the number of brands records added, changed and deleted during a data entry session.
- h. The system should create an approval letter and a list of registered brands for the entity every time new items have been added either for the new year's registration or supplemental registrations.

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

1.5 License/Entity/Brand Relationships

- a. The system should enable associating multiple licenses and supporting records to an entity while allowing those relationships to be associated with geographic regions (statewide county/zones).
- b. The system should allow a single entity to have more than one related license.

- c. The system should enable associating a Board Member to his or her license information if the Board Member is a licensee.
- d. The system should enable associating related licenses.
- e. The system should enable a licensee or entity, to view and manage all related subordinate licenses through its on-line account.
- f. The system should allow a single entity to have one or more related subordinate entities.
- g. The system should support license relationships between superior and subordinate license types, allowing superior licensees to act on behalf of related subordinate licenses.
- h. The system should support the behavior and interaction between superior and subordinate licenses and their relationships should be configurable according to business rules across all license types.
- i. For business entity applications requiring that specific individuals are licensed, the system should validate the licenses are registered and in good standing, if the licensees are part of the system.

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

1.6 Application/License Status and History

- a. The system should produce a "certification" of license history (changes made to license information including date and time of change and the modified-by user account) upon request as defined by user requirements.
- b. The system should enable assigning, modifying or removing one or more 'hold' statuses for an application or license record.
- c. The system should enable placing application and license records in a 'hold' status to trigger user-defined work-flows.
- d. The system should enable tracking the status of each license or application.
- e. The system should enable displaying an establishment's history profile, licensing profile, and payment fee history for each type of license.
- f. The system should maintain a history of changes made to license information including date and time of change and the modified-by user account.
- g. The system should enable placing an unlimited number of 'holds' on a license at one time.
- h. The system should maintain a history of changes to each 'hold' status including the date of change and the changes (add, modify, or delete).
- i. The system should enable capturing and maintaining a reason and begin and end dates for each 'hold' status.
- j. The system should maintain a history of changes to an 'alert' status including the date of change and the change (add, modify, or delete).

- k. The system should enable adding, modifying or deleting an 'alert' on an application or license record.
- l. The system should allow application or license records with an 'alert' status to trigger user-defined work-flows.
- m. The system should enable placing, modifying and deleting an 'alert' or 'hold' on an entity record.
- n. The system should provide the ability to both automatically or manually update license status, effective date and expiration date upon approval of initial or renewal applications based business rules.
- o. The system should maintain current and historical records for all past and present licensees, including record of all license applications, renewals, and updates by date and license type.
- p. The system should enable an authorized user to change the status of a license at any point in the license period.
- q. The system should maintain current and historical records for each entity.

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

1.7 Miscellaneous Transactions

- a. The system should enable capturing, modifying, and tracking of internal and external miscellaneous transaction application information for each application entered as defined by business requirements per license type.
- b. The system should display a list of next steps to guide the external user in completing his or her miscellaneous transaction application during the online application process.
- c. The system should enable associating electronic files of supporting information to an external miscellaneous transaction application.
- d. The system should enable an external applicant to withdraw its own miscellaneous transaction application.
- e. The system should enable an authorized user to configure the miscellaneous transaction application evaluation process for each license type.
- f. The system should enable an authorized user to record and maintain evaluation information about each reviewed miscellaneous application.
- g. The system should enable internal or external users to associate or terminate a license to a business based on user defined business rules.
- h. The system should enable an external business user to either, create a new entity or authenticate an existing licensee, and associate them to the business licensee based on user defined business rules. User defined rules may include establishing a unique number for that transaction.

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- i. The system should enable a licensee to request and pay for a replacement copy of its licenses and/or licensing credential documents online, based on business rules.

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

2. Financial Management

- a. The system should interface with the Statewide Financial System to allow for the transfer of financial information.
- b. The system also interface with the agency level accounting system (i.e. Quick books) until statewide system is available.
- c. The system should integrate Credit Card Processing directly into the Licensing system for internal and external users.

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

2.1 Fee and Fines Collections

- a. The system should enable customers to pay fees and fines online based on user-defined business rules.
- b. The system should enable customers to pay multiple fees, fines and penalties with a single transaction.
- c. The system should enable customers to make multiple payments for a single fee or fine or penalty.
- d. The system should enable customers to make multiple payments for multiple fees or fines or penalties.
- e. The system should enable capturing and storing fiscal information related to the collection of license fees and fines.
- f. The system should enable an authorized user to capture, store and maintain user-defined payment information.
- g. The system should provide the ability to accept and process an electronic file from a Lockbox provider, to automatically load fees paid by checks.
- h. The system should comply with the Payment Card Industry (PCI) Data Security Standards.
- i. The system should enable capturing, storing, adjusting, returning and voiding fee and fine receipt records.
- j. The system should calculate the difference between the fee amount due and the payment received and provide warning messages where appropriate.

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- k. The system should enable generating an invoice for license fees according to business rules.
 - l. The system should enable reporting on all payments received and all outstanding fees and fines due.
 - m. The system should route payments received to the appropriate agencies' accounts based on transaction type.
 - n. The system should assign payments to satisfy fees across license types.
 - o. The system should enable an authorized user to un-assign a payment that has been assigned to satisfy a fee and either reassign or refund the payment.
 - p. The system should calculate license fees based on the user-defined fee schedule and user-defined business rules for the license.
 - q. The system should calculate late-filing fees based on the user-defined fee schedule for the license.
 - r. The system should enable capturing and storing fines related to discipline actions.
 - s. The system should enable associating fees with an individual, entity or groups of entities.
 - t. The system should display a list of each fee type and amount due and the total amount due.
 - u. When processing fees, the system should enable authorized users to view all fees and payments for an entity for a specified period time.
 - v. The system should provide an interface to a third-party payment service for the processing of electronic payments.
 - w. The system should enable making a single charge to the customer's account for fee payment of one or more applications from one or more agencies.
 - x. The system should enable appropriating funds (fees collected) to cost center codes.
 - y. The system should enable authorizing credit card fees and placing those fees in a 'delay capture' status, in accordance with business rules, until the licensing agency processes the application.
 - z. When the application is approved, the system should collect credit card fees that were previously placed in a 'delay capture' status.
 - aa. When an application is rejected, the system should collect only the nonreturnable credit card fees that previously placed in a 'delay capture' status.
 - bb. The System should provide for the collection of Credit Card processing fees. This fee may be payable directly to the processor or the agency.

- cc. The system should provide the customer with confirmation that payment has been received. A unique confirmation number will be generated and stored with the customer's account information.

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

2.1.1 Drawdown Accounts

- a. The system should enable an entity to maintain a drawdown account for the payment of fees on behalf of its registrants.
- b. The system should enable an entity to replenish its drawdown account online.
- c. The system should automatically debit the drawdown account when an entity authorizes the payment of fees on its behalf.

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

2.1.2 Insufficient Funds

- a. The system should halt the completion of an application for external users if the credit card payment processing is denied.
- b. The system should enable tracking bad check fees separately from the amount of the original fee or fine.
- c. The system should enable associating a repayment with the original payment.
- d. The system should enable recording and follow up with payee on underpayment of fees and fines.
- e. The system should provide the ability to mark a payment as "bad" if the payment is returned or rejected (bounced checks, declined credit cards).
- f. The system should automatically place a 'hold' on records associated with a 'bad' payment. The system should automatically remove a 'hold' associated with a 'bad' payment, once the payment is satisfied.

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

2.2 Refunds

- a. The system should enable an authorized user to refund an overpayment to a customer.
- b. The system should enable requesting a full or partial refund based on user-defined business rules.
- c. The system should automatically generate and process an approved refund according to business rules.
- d. The system should prevent the issuance of a refund if a 'hold' is on the license or the licensee.

- e. The system should generate a notification to the licensee with the refund.
- f. The system should allow the refund amount to be applied to other monies owed by the licensee.

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

2.3 Fee Schedules

- a. The system should enable applying unique fee formulas for each fee assessment.
- b. The system should enable an authorized user to define and configure fees across license types, transaction types, enforcement actions, miscellaneous sales and any other fee-related transactions.
- c. The system should enable maintaining a history of fee schedules.

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

2.4 Acknowledge Fee Receipt

- a. The system should generate a unique fee receipt number for each payment instrument (check, money order, and credit card) received.
- b. The system should associate the unique fee receipt number with each license record that the payment applies to.

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

2.5 Reconciliation

- a. The system should enable an authorized user to reconcile and approve revenues prior to release for deposit and making the payment available to satisfy fees.

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

2.6 Volume Based Fees

- a. The system should calculate and total fees based on volume.
- b. The system should allow for reporting zero volume sold.
- c. The system should allow us to show that some licenses are volume based fee exempt.
- d. The system should allow for capturing, storing and displaying volume sold by company or other volume based category.
- e. The system should allow for printing commodity and specified dates.

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

3. Compliance Enforcement

3.1 Inspection Results/History

- a. The system should enable capturing and maintaining inspection results information (including dispositions, violations, correction plans and status of compliance) for each inspection.
- b. The system should enable authorized users to provide comments and notes regarding the review of inspection information.
- c. The system should enable authorized users to append to inspection reports.
- d. The system should prevent modifying final inspection reports based on user-defined business rules.
- e. The system should enable authorized users to track post-inspection activities.
- f. The system should enable escalation of inspections requiring further investigation or disciplinary action based on user-defined business rules.
- g. The system should enable retrieving and viewing previous inspection dates, results and violations.
- h. The system should enable automated review and approval of inspection information, based on inspection data, business rules, and license type.

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

3.2 Complaints Management

- a. The system should enable customers to file a complaint on line and enable data entry of complaints submitted to the office.
- b. When filing a complaint online, the system should enable customers to retrieve existing license information for inclusion on the complaint form.
- c. The system should enable authorized users to review complaint history based on user-specified criteria such as address.
- d. The system should automatically acknowledge receipt of a complaint.
- e. The system should enable customers to view the status of their complaints according to business rules.

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

3.2.1 Complaint Information

- a. The system should enable capturing and maintaining complaint information.
- b. The system should assign a unique identifier to each complaint received.

- c. The system should enable associating supporting documents and images to a complaint record.
- d. The system should enable customers to upload supporting documents and images with their complaint.
- e. The system should enable associating related complaints to each other. For example, associating complaints by complainant, address, or licensee.

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

3.2.2 Escalate Complaint

- a. When a complaint is received, the system should route the complaint to the relevant unit based on business rules.
- b. The system should enable escalating a complaint for further investigation or disciplinary action.

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

3.3 Case Management

- a. The system should assign a unique identifier to each case created.
- b. The system should enable an authorized user to define and configure data fields for different case types.
- c. The system should enable restricting access to certain fields of case information based upon the identity of the user viewing the case.
- d. The system should enable assigning a case based on user-defined business rules.
- e. The system should enable an authorized user to assign and reassign a case.
- f. The system should maintain a history of case assignments and dates of assignment.
- g. The system should enable routing a case back to a previous reviewer or forward to the next reviewer.
- h. The system should enable creating and maintaining investigation guides to help organize the steps involved and criteria for each type of investigation.
- i. The system should enable capturing and maintaining corrective action plans and compliance status for each case.
- j. The system should enable capturing the dates associated with each compliance activity.
- k. The system should determine if a disciplinary fine or other compliance action is overdue.
- l. The system should notify the licensing agency or entity of an overdue compliance action.
- m. The system should enable an authorized user to close a case.

- n. The system should enable capturing the reason a case was closed. (For example, ⁴⁶ error, sustained, not founded based on evidence withdrawn, dismissed).

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

3.3.1 Request Investigation

- a. The system should enable an authorized user to request an investigation.

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

3.3.2 Capture Investigative Findings

- a. The system should enable capturing and maintaining investigation activities and results information for each investigation.
- b. The system should enable authorized users to provide written notes for an investigation.
- c. The system should enable authorized users to view, add, update, or delete one or more written notes to investigative information.
- d. The system should enable tracking violations, corrective actions, and disciplinary actions of a licensee or entity.

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

3.3.3 Escalate Case

- a. The system should enable escalating a case for further investigation, disciplinary action or appeal.
- b. When a case is escalated, the system should route the case to the relevant unit based on business rules.

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

3.3.4 Hearings

- a. The system should enable an authorized user to request, schedule, reschedule, and cancel a hearing.
- b. The system should enable capturing, viewing and maintaining information about pre-hearing and post-hearing actions such as interviews, settlement conferences and adjournment requests.
- c. The system should enable capturing, viewing and maintaining hearing information for each session of the hearing including date participants and results (decisions).
- d. The system should enable generating hearing agendas.
- e. The system should enable generating and storing a hearing report.
- f. The system should enable storing and maintaining Video and Audio of said hearings.

- g. The system should automatically route hearing results to the relevant unit based on business rules.

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

3.3.5 Discipline

- a. If violations are found, the system should automatically generate penalties based on user-defined parameters.
- b. The system should enable authorized users to override penalties assessed while keeping a history of changes with comments.
- c. The system should enable capturing and tracking of disciplinary actions (for example, fines imposed, restitution, suspension, revocation).

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

3.4 Enforcement Status and History

- a. The system should enable an authorized user to monitor a collection of his or her cases or those of his or her subordinates.
- b. The system should enable maintaining a complete history of enforcement information associated with a license.
- c. The system should enable maintaining a complete history of enforcement information for all licenses associated with an entity.
- d. The system should enable maintaining a complete history of enforcement information based on user-specified entity data such as address.

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

3.5 Evidence Processing

- a. The system should allow authorized user to enter confiscated evidence related to a violation.
- b. The system should track confiscated evidence associated with a violation.
- c. The system should maintain a chain-of-custody related to the confiscated evidence.
- d. The system should enable the destruction /disposal of evidence.
- e. The system should track the location of confiscated evidence including section /bin locations.
- f. The system should provide reporting functionality as it pertains to evidence management.

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

4. Public Information and Search

4.1 Public inquiry

- a. The system should enable public users to interact with the system by way of internet.
- b. The system should enable public users to search and view a public record report concerning the status of both individual and entity licenses maintained by the system.
- c. The system should enable public users to submit online, a complaint about a licensee.
- d. The system should enable public users to search and view all public licensee and entity data in the system based on user-defined business rules.
- e. The system should be capable of rendering the public on-line interface in foreign languages either on-demand by the on-line user or as configured by the licensing agency.

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

4.2 License Status lookup

- a. The system should enable a customer to view the status of his or her application or renewal.
- b. The system should enable a customer to view the status of his or her pending, current, and expired license history for all licenses held.
- c. The system should enable an entity to view the status and track the progress of its transactions.

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

4.3 Self-service Profile Management

- a. The system should enable a customer to register for online system access to his or her license information according business rules.
- b. The system should register authorized customers with a logon id and password.
- c. The system should enable authenticating profile information when changing or retrieving passwords.
- d. The system should prevent a customer from registering more than once with the same key demographic data.
- e. The system should enable a customer to request profile information changes online based on business rules.

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

4.4 Customer Feedback

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- a. The system should enable customers to enter and submit comments or questions about the system.
 - b. The customer feedback capability should provide contact information for system help and business inquiries.
 - c. The customer feedback capability should enable creating and maintaining customer surveys.
 - d. The customer feedback capability should enable capturing and reporting customer survey results.

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

5. Workflow Automation

- a. The system should have a workflow driven interface for users to interact with the system.
- b. The system should enable creating an infinite number of differing workflows for various license types, reviews, and enforcement activities.
- c. Each workflow should have its own rules, steps and actions.
- d. The workflow system should allow only the current owner and authorized proxies (i.e., Supervisors) of an action can modify routing information.
- e. The system should enable authorized users to waive a standard workflow requirement, moving to another step in the workflow, or triggering a new workflow, and tracking information associated with the waiver.
- f. The system should enable sending an email and/or paper notification when a workflow step requires action from a customer or Staff member.
- g. The workflow system should be able to support both automated and non-automated tasks.
- h. The workflow system should allow authorized users to define business processes to be managed by the workflow.
- i. The workflow system should coordinate the execution of the defined processes to get work done.
- j. The workflow system should ensure that work can be moved through the defined process.
- k. The workflow system should monitor the progress of work.
- l. The workflow system should allow the viewing of the existing workflows in both text and diagram form.
- m. The workflow system should allow monitoring of the current state of each workflow item including completed steps and next steps.

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

5.1 Workflow Design

- a. The system should enable authorized users to create a workflow process.
- b. The system should enable authorized users to delete a workflow process.
- c. The system should enable authorized users to add an activity to a workflow process.
- d. The system should enable authorized users to delete an activity from a workflow process.
- e. The system should enable authorized users to modify an activity associated with a workflow process.
- f. The system should enable authorized users to assign one or more users or roles to an activity associated with a workflow process.
- g. The system should enable authorized users to define alerts associated with a workflow activity.
- h. The system should enable authorized users to define the rules describing the work to be performed for an activity.
- i. The system should enable authorized users to view activities associated with a workflow process.
- j. The system should enable users to define time thresholds or parameters for each activity in a workflow.
- k. The system should enable users to define concurrent activities within a workflow transaction.
- l. The system should enable both sequential and concurrent approval processing, based on predefined user configuration.
- m. The system should enable users to define lead and lag times between activities.

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

5.2 Workflow Engine

- a. The system should enable authorized users to initiate predefined workflows based on the type of work item.
- b. The system should enable authorized users to assign an activity to a role or user.
- c. The system should notify appropriate users when no users or roles have been assigned to an activity.
- d. The system should notify the appropriate users of work that has been routed to them.

- e. The system should enable ensuring that all the business rules associated with an activity have been satisfied before the next activity in the workflow is allowed to start.
- f. When work associated with a workflow process activity has been completed, the system should automatically route the work to the next process.
- g. The system should provide for each authorized user an electronic work queue ('inbox') capability of assigned work.
- h. The electronic work queue capability should enable multiple options for sorting and filtering views of assigned work.
- i. The system should enable authorized users to coordinate work activities according to the schedule.
- j. The system should enable generating and sending automatic reminders of needed actions to designated system users or interfaces based on business rules.
- k. The system should enable generating automatic reminders of approaching key action deadlines that need to be taken based on business rules and sending them to designated users.
- l. The system should enable additional authorized users to have access to a user's work queue.
- m. The system should enable authorized users to reassign work from one user to another.
- n. The system should enable authorized users to access any relevant documents that are associated with an assignment in a work queue.
- o. The system should ensure that once a work item has been assigned to a specific sequence, unless the workflow is overridden by an authorized user work flow, the work item follows the assigned workflow.

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

5.3 Business Rules Management

- a. The system should enable capturing business rules in natural language.
- b. The system should enable authorized users to define business terms.
- c. The system should enable an authorized user to capture and maintain (add, modify and delete) business rules relating to a specific license type.
- d. The system should enable an authorized user to record reasons for changes to business rules relating to a license type.

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

5.4 Workflow Monitor

- a. The system should enable authorized users to view the current progress of an individual work item.
- b. The system should enable authorized users to view the current progress of a group of work items assigned to an individual, role, agency, or department.
- c. The system should enable authorized users to view overdue work items assigned to an individual, role, agency, or department.
- d. The system should enable users to perform inquiries or generate reports indicating the status of transactions moving through the automated workflows.

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

5.5 Notifications

- a. The system should generate and send reminders of actions needed to designated system users.
- b. The workflow system should automatically generate email or paper notifications at user-specified milestones.
- c. The system should enable users to configure rules-based automated notifications including, but not limited to: System alerts (e.g., pop-up windows).
- d. Automatically generated notifications with variable narrative or appropriate web links.
- e. The system should enable sending mass e-mail notifications based on business rules.

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

6. Document Management Capability

- a. The system should enable only authorized users to delete or re-index license related documents.
- b. The system should enable an authorized user to retrieve and resend license-related documents in response to a request and redact as needed.
- c. The system should provide the ability to scan and upload original correspondence, supporting documentation and multimedia to attach to a license record.
- d. The system should provide the ability to catalog and track all license- related documents, images, and audio video files.
- e. The system should provide the ability to retrieve and view documentation provided by applicants or licensees to satisfy licensing requirements.
- f. The system should provide an audit trail for each document including: activity (uploaded, modified, accessed, deleted), activity date, source, and user.
- g. The system should enable an authorized user to retrieve and resend license-related documents to the customer.

- h. The system should enable a customer, including the applicant or any other authorized party submitting documentation on their behalf, to upload supporting documentation and images to its license record through the on-line web browser.
- i. The system should provide the ability to catalog and track all meeting agenda-related documents, images, and audio video files.

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

7. Reporting

- a. The system should enable authorized users to generate reports in user selected types, including but not limited to:
 - Hypertext Markup Language (.html).
 - Adobe Acrobat Portable Document Format (PDF).
 - Microsoft Word (.doc)
 - Rich Text Format (.rtf)
 - Delimited text by tab or comma
 - Microsoft Excel Spreadsheet format (.XLS)
 - XML
- b. The system should enable authorized users to modify the parameters, layout, and structure of reports, letters and notices.
- c. The system should enable authorized users to save selected report views for future use by individual users or multiple users and by a single agency or multiple agencies.
- d. The system should enable authorized users to generate and distribute reports accessing user-selected data fields based on events, process milestones, or predefined data thresholds.
- e. The system should enable authorized users to distribute reports in the following manner:
 - Attachments to e-mail messages
 - Faxes
 - Text messages.
- f. The system should enable spell-checking reports, letters and notices.

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

7.1 Performance Dashboards

- a. The system should report bottlenecks and problem areas throughout the lifecycle of a license workflow based on business rules.
- b. The system should generate and display management dashboards for reporting performance metrics and statistics (key result measures agency goals, and business and trend reporting or analysis).

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

7.2 Letters and Notices

- a. The system should provide the ability to generate correspondence and populate appropriate fields with data from the database record such as correspondence documenting application deficiencies and issues relating to license approval.
- b. The system should enable an authorized user to create standard form letters for generating an infinite number of correspondence types.
- c. The system should automatically generate correspondence and notifications as defined by business rules.
- d. The system should enable sending electronic notifications to customers whose preferred method of notification is email.
- e. The system should retain a history of all letters and notices generated.
- f. The system should indicate the status of a correspondence including whether the item has been sent or not and whether the item is in draft or final state.
- g. The system should enable authorized users to modify notification content (both system generated and manually generated).
- h. The system should generate correspondence in a format that enables opening and reading the file in different word processors on different operating systems (such as Rich Text Format).

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

7.3 Ad Hoc Reports

- a. The system should provide an ad-hoc query and report-generation capability based on an infinite number of search criteria according to user-selected data.
- b. The ad-hoc query and report-generation capability should not impact the performance of the transaction processing system.
- c. The system should enable authorized users to generate ad hoc reports using generalized selection criteria and to specify the output file format and save the file to a user-specified location.
- d. The system should enable authorized users to retrieve ad-hoc report definitions previously saved.
- e. The system should enable sharing ad-hoc report definitions across business units and agencies according to business rules.
- f. The system should enable authorized users to view and modify reports before saving or printing.
- g. The system should provide the ability to include the name of the report, the date generated, and the page number on each page of a report.

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

7.4 Custom (predefined) Reports

- a. The system should provide predefined reports. A listing and brief description of some of the reports that will have to be built as part of this project.
- b. The system should automatically generate predefined reports according to automated workflows.

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

7.4.1 OPAL Reporting

- a. The system should enable users to generate user-defined reports on all license information using an ad-hoc querying and reporting tool.
- b. The system should provide an Executive Dashboard to display high- level critical information for licensing agency management.

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

8. Transaction Logging

- a. The system should log all transactions to provide an audit trail of system access and activity.
- b. For each system activity, the transaction log should include: the change made, the date and time of change and the user id.
- c. The system should maintain an audit trail of any transaction review and approval that occurs during an automated workflow.

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

9. Audit Sampling

- a. The system should randomly select licensees for audit based on user-specified data (such as percentage of population, date period, license type).
- b. The system should enable an authorized user to manually select a licensee for audit.
- c. The system should track which licensees have been selected for audit.
- d. The system should alert the user if a licensee is selected at random more than once.
- e. The system should enable storing audit results with the license record.
- f. The system should enable storing and tracking follow up actions taken in response to a failed audit.

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

10. Correspondence Tracking

- a. The system should enable authorized users to track all notifications and correspondence.
- b. Each correspondence item within the system should have a unique identifier.
- c. The date the incoming correspondence was received should be captured for each correspondence item.
- d. The date the outgoing correspondence or notification was sent should be captured for each correspondence item.
- e. The system should provide the ability to store, retrieve and resend one or many correspondence items (both system generated and non- system generated correspondence).
- f. The system should enable viewing of retrieved correspondence by both internal and external users based on user-defined business rules.
- g. The system should generate standard user-defined correspondence.
- h. The system should enable generating correspondence as printed letters or email.
- i. The method of correspondence should be maintained for each correspondence item.
- j. The primary subject of the correspondence should be maintained for each correspondence item.
- k. Remarks applicable to the correspondence should be maintained for each correspondence item.
- l. The system should automatically capture the date and user id at the time any comment is added to any correspondence records.
- m. Correspondence metadata should be accessible and usable by industry- standard Database Design and Extract/Transformation/Load (ETL) tools.
- n. The system should enable viewing a list of created correspondence not yet mailed.
- o. The system should enable viewing a list of all items of correspondence that still require action.
- p. The system should include a unique identifier and, if appropriate, the license number on all alerts or messages sent utilizing a distribution list.
- q. The system should enable authorized users to modify notification or correspondence content.
- r. The system should enable authorized users to search for and display any correspondence item.
- s. The system should enable authorized users to update contact information.

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

- a. The system should track which license types require an examination, what exams are required, exam eligibility requirements, and the pass criteria (passing grade or pass/fail), and (if specified) the time period in which all exams or sections should be passed).
- b. The system should enable capturing, storing and maintaining a complete history of examination information (exam name, date of exam, score, expiration of exam results) for each exam taken by an individual.
- c. The system should enable configuring exam parameters for multiple exam types.
- d. Exam parameters include: exam locations, proctors, seating capacity, passing criteria, expiration of exam results, exam parts and/or sub-parts and other requirements as defined by business rules.
- e. The system should enable an authorized user to search, view and maintain exam results.
- f. The system should enable capturing, storing and maintaining information about each exam provider including: name, contact information, exams provided, and exam schedules.
- g. The system should determine if an applicant has met all conditions to qualify for sitting for an exam based on business rules established by an authorized user.
- h. When eligibility requirements for an exam are met, the system should automatically generate an eligibility notification to the applicant and/or export information to update systems maintained by external exam providers.
- i. The system should enable automatically updating application records with exam results received from exam providers.
- j. The system should enable an external user to request and submit fees for a copy of his or her exam grades.
- k. The system should enable capturing, storing and maintaining the date, time, location and proctor for an exam.
- l. The system should enable assigning a proctor to a specific exam.
- m. The system should notify the proctor and track his or her response to the assignment.
- n. The system should enable viewing a list of all scheduled exams.
- o. The system should enable viewing exam schedules by exam type, location, available seats, date and time.
- p. The system should enable the configuration of scheduling and rescheduling parameters such as requirements of fees, leading and cutoff dates, capacity limitations, location, exam type, date and time.
- q. The system should enable the external user to schedule and submit fees for an exam.

- r. The system should enable the external user to view his or her exam results for all exams⁵⁸ taken across all license types.
- s. The system should enable scheduling and rescheduling exams with candidates according to business rules.
- t. The system should enable capturing and tracking exam candidate requests for special accommodations (such as special needs, foreign language).
- u. The system should enable scoring exams according to user-specified criteria.
- v. The system should provide an error detection and correction capability of imported exam data.
- w. The system should enable the importing and uploading of examination scores from approved third party vendors.

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

12. Education

- a. The system should enable maintaining an online inventory of approved schools, courses, course locations and instructors by discipline, course title, course code and location.
- b. The system should enable maintaining historical records for all past and present instructors, schools and curriculum.
- c. The system should enable capturing and maintaining information on educational institutions.
- d. The system should enable capturing and maintaining program information including curriculum changes, title changes, and licensure designation changes, and assign a unique program number to each registered program as defined by business rules.
- e. The system should enable educational institutions to apply for Qualifying Program status (Licensure Qualifying Program or non- licensure qualifying program).
- f. The system should enable tracking Licensure Qualifying Programs within each educational institution record.
- g. The system should automatically mark an applicant's education requirement as satisfied if the applicant completed an approved Licensure Qualifying Program.
- h. The system should provide the ability to upload graduate information and exam results from course providers and third party organizations.
- i. The system should update the applicant's license application with education information from course providers and third party organizations.
- j. The system should enable storing education information and exam results from course providers and third party organizations to verify education status for each licensee or applicant.

- k. The system should enable capturing and maintaining information on Comparative⁵⁹ Education (Comp Ed) evaluations.
- l. The system should enable tracking continuing education requirements for each profession and license type.
- m. The system should enable capturing and maintaining continuing education course information including education hours, subject matter and course completion date.
- n. The system should enable associating license applications to educational institutions.
- o. The system should enable an authorized user to adjust (or provide exemption) of continuing education requirements on an individual basis.
- p. The system should enable educational institutions to retrieve data for their own analysis.
- q. The system should enable authorized users to conduct qualifying and continuing education audits of the education completed by a licensee.

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

13. Experience

- a. The system should enable capturing and maintaining experience information associated with a license application without overwriting existing experience records.
- b. The system should enable associating multiple experience records to an application.
- c. The system should enable authorized reviewers to log on, review and recommend approval or disapproval of experience.
- d. The system should enable capturing and storing experience validation information from the applicant's work supervisor.
- e. The system should enable electronic submission of trusted third party verification of experience to be uploaded to the system.
- f. The system should enable qualified endorsers (who validate applicant's experience and may or may not be licensed individuals), to log onto the system and attest to the applicant's experience.

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

14. Continuing Education

- a. The system should provide the ability to create, view, search, list, and maintain sponsors, courses, and classes given.
- b. Import/Export should allow a sponsor to submit an attendance roster from all continuing education courses with attendees' names and Social Security numbers (SSNs).
- c. The attendance roster is transferred into the system by SSN.
- d. The system should then produce an attendance roster for verification and final correction and upon acceptance, will post the continuing education credit to the contact records.

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

15. Board Management

- a. The system should enable capturing and maintaining Board Member information.
- b. The system should enable capturing and maintaining the judicial district in which a Board Member resides and in which he or she works.
- c. The system should enable capturing and maintaining Board Committee information that a Board Member is assigned.
- d. The system should enable an authorized user to assign board members and appoint a chairperson to enforcement cases.
- e. The system should enable tracking a Board Member's activity on a case or meeting agenda item, including a description of the activity, the date of activity and disposition.

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

16. Content Management Capability

16.1 License Information

- a. The system should enable capturing, storing and maintaining (adding, modifying, deleting) permit information about each license type including, but not limited to: permit ID, agency name, agency code, permit name, permit description, application form name, application form number and date, link to a downloadable application form, and a link to the on-line application form.
- b. The system should enable capturing, storing and maintaining (adding, modifying, deleting) authority information about each license type including, but not limited to: statutory authority, regulatory authority, federal authority and category of business regulated by the permit.
- c. The system should enable capturing, storing and maintaining (adding, modifying, deleting) fees and requirements information about each license type including, but not limited to: description of fees (fee type, fee amount, returnable), fee payment options, additional required documentation, supplemental permits, special requirements, additional information and comments.

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- d. The system should enable capturing, storing and maintaining (adding, modifying, deleting) processing information about each license type including, but not limited to: average number of days to process an initial application, average number of days to process a renewal, common reasons for denial, permit term, whether or not the permit is renewable, how often the permit is renewable, whether or not an automatic renewal notification is generated, the number of days prior to expiration that the notification is generated, grace period, late penalty, application submittal methods and comments.
 - e. The system should track license or application inquiry information including, but not limited to: external agency contact information (agency name, application processing location, mailing address, phone number, website address and other sources for applications) internal contact person name, address and phone number, OPAL Information (contact name, mailing address, phone number, fax number, and email address; follow up information; OPAL status levels, form name, form type, web service client, OPAL application title, and email variables).
 - f. The system should enable capturing, storing and maintaining (adding, modifying, deleting) configuration information for each license type including, but not limited to: email addresses, forms, status updates.
 - g. The system should enable sorting, filtering, and viewing permits by agency.
 - h. The system should determine the application-filing address based on the type of permit requested, licensing agency, and the County where the business resides or will reside.

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

16.2 Agency Portal

- a. The system should enable a licensing agency to view and recommend modifications to information pertaining to its own permit profiles.
- b. The system should enable a licensing agency to update the status of its permit applications.
- c. The system should enable a licensing agency to view all data pertaining to its permits and applications.

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

17. Non-Functional Specifications

17.1 User Interface

- a. The system should provide access to all user capabilities specified in this requirements document through a web browser interface in connected (Working online) and disconnected modes (Working Offline).
- b. The system web browser interface should be compatible with the current supported versions of Internet Explorer, Mozilla Firefox, Safari and Chrome.

- c. Wherever data is entered, the system should provide users with a visual indication of data-entry fields that are mandatory.
- d. The system should enable restricting users from submitting the final application until all required information is provided.
- e. The system should enable authorized users to modify edit masks whenever data-entry fields have validation rules.
- f. Wherever applicable, the system should provide pick lists instead of text entry. Pick lists should not force a refresh of the screen after selection.
- g. The system should enable authorized users to maintain and manage all pick lists within the system.
- h. The system should enable users to enter multiple characters to select a specific choice from a pick list. For example should be able to enter "West V" to get to West Virginia rather than typing W several times to move through list to West Virginia.
- i. The system should enable assigning the current date as a configuration option in date fields.
- j. The system should enable authorized users to change dates, as guided by the business rules.
- k. The system should provide a graphical calendar object to select from (as an option) when entering or changing dates.
- l. The system should require four digits for the year whenever dates are recorded or edited.
- m. The system should enable recording the time associated with all applicable date fields, where appropriate.
- n. The system should enable authorized users to modify the system terminology (for example, titles and labels).
- o. The system should enable an authorized user to define a maximum image file size.
- p. The system should enable users to preview and print the entire contents of any page that they are authorized to access.
- q. The system should enable users to view multiple system screens simultaneously while maintaining data and session integrity.

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

17.2 Administration

- a. The system should enable users to access system capabilities based on their role.
- b. The system should enable restricting read and edit access to information based on user identity, role, and information type.

- c. The system should enable authorized users to assign an individual to multiple roles.
- d. The system should enable authorized users to assign multiple individuals to a role.
- e. The system should enable authorized users to manage users assigned to a role.
- f. The system should enable authorized users to create, activate, modify, or deactivate user an infinite number of roles.
- g. The system should enable restricting access to selected features by user identity and user role.
- h. The system should record the user name, date, and time for any changes made to any record within the system.
- i. The system should enable assigning a unique name for identifying and tracking user identity.
- j. The system should enable users to identify and report inactive user accounts.
- k. The system should enable authorized users to define standard "user profiles" from which individual user IDs may inherit privileges and roles.
- l. The system should enable authorized users to add license types and attributes without having to update programming code or compiling any software – according to business rules.
- m. The system should record the user name, date, and time of configuration changes made to the system.
- n. The system should enable authorized users to create and maintain lists to be used as predefined selectable drop-down lists, radio buttons and "lookup" tables.
- o. The system should enable authorized users to configure the properties, format, and display of data elements.
- p. The system should enable authorized users to configure error messages and on-line help text.
- q. The system should enable authorized users to configure data validation rules.
- r. The system should enable authorized users to define data dependencies.

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

17.3 System Interfaces

- a. The system should allow for multiple interfaces to outside systems and data exchanges with outside entities to be built to address specific participating agency requirements.
- b. The system should interface with the State's electronic payment transaction partner(s) for online, batch and point of sale processing of electronic payments.

- c. The system should enable external users to upload electronic documents or files to license records.
- d. The system should allow for nontechnical users to create extracts of data in CSV (Comma Separated Value) or other formats for use in transmitting to external entities.
- e. The system should allow for authorized users to develop import procedures so that data from external entities can be used to update license records.
- f. The system should provide the ability to fully integrate with email software such as Microsoft Outlook.
- g. The system should enable the transmission of permit application data to the licensing entity by way of secure FTP transfer.
- h. The system should enable the transmission of permit application data to the licensing entity by way of secure XML transfer.
- i. The system should enable the transmission of permit application data to the licensing entity by way of secure email.
- j. The system should track/log all transmissions of data from the system.
- k. The system should interface with bar-coded data on applications and forms.

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

17.4 GIS

- a. The system should enable the generation and storing of geo-coded location data to allow for interfacing with a Geographic Information System.

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

17.5 Database

- a. The system should enable authorized users to add or update values in parameter lists.
- b. The system should provide database error checking.
- c. The system should provide database error descriptive warnings and error messages to the user.
- d. The system should record database errors, warnings, and any processing result status.
- e. The system should enable authorized users to view audit trails by various selection criteria, including but not limited to: license, entity, user, and agency.
- f. The system should be compatible with the current supported version of the chosen database platforms.
- g. The system should be able to efficiently handle a high number of concurrent transactions.

- h. The system should coexist in a shared database environment.
- i. The system should not require elevated database privileges to run.
- j. The system should not use Public synonyms.
- k. The system should not require "unlimited table space."
- l. The system should not dynamically create, drop, or alter tables, except 'temporary' tables which might be used to facilitate batch data transfers.

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

17.6 Data Conversion

- a. The data conversion process should be repeatable in all environments.
- b. The system should support legacy case numbering.

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

2.4.1. Provide an app for mobile devices including but not limited to iPads/iPhones.

- 1. The system should support entire statewide licensing database on mobile device.
- 2. The system should provide for user authentication.
- 3. The system should work in disconnected mode and provide for Remote Sync with central database over Wi-Fi or cellular data connection, using the fastest connection available. The user should initiate the Remote Sync on the mobile device to ensure connection will be available during the entire sync process.
- 4. The system should support both Licensee based forms or User based forms. Licensee based forms are forms that are licensee centric (i.e. inspection, violation, etc). User based forms are user centric (mileage log, activity report, etc.).
- 5. Licensee based forms should render only questions pertaining to that license type. (i.e. you wouldn't ask liquor related questions of a beer only tavern).
- 6. All forms should support conditional questions based on database values.
- 7. All forms can be started on one device (i.e. iPhone, iPad, PC) and saved to be completed later on another device (i.e. iPhone, iPad, PC).
- 8. All forms should follow business rules for completion and approval.
- 9. Any task (form and license number) may be assigned to any user for completion.
- 10. Users (supervisors and subordinates) should have access to website that allows workflow monitoring, task assignment and completion of forms.
- 11. Form data collection types should include: checkbox, preloaded drop list, text, signature capture, photo capture, and barcode scanning (1D & 2D symbologies).

12. The system should have native application for mobile devices.
13. The system should work with iPhone, iPad, Android based devices and Windows based devices.

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

2.4.2. Enterprise Resource Planning System (ERP)

The State of WV 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 specification)

2.4.3. Providing Security and Controls for the proposed solution.

1. The system should comply with the respective State Directory Service Specifications.
2. The system should prevent unauthorized access to its application and data.
3. Either session-based encryption or message-based encryption should be used to encapsulate the data.
4. The system should ensure that data is vetted as secure by including buffer overflow checks, input validation, and cross-site scripting (XSS) checks.
5. The system should generate alerts when security controls are violated.
6. The system should scan all external file transfers for viruses before accepting them into the data repository.

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

2.4.4. Solution will be installed on servers provided by WV ABCA.

2.4.5. Provide training for WV ABCA 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.

Vendor Response: Provide in detail, the type and variety of their standard user training offerings, this detailed explanation should include the different types of training, as available to the WV ABCA including, but not limited to: On-site user training (including descriptions of standard class size and length of such proposed training, a Train the Trainer option, and On-line training, if available)

2.4.6. Provide system documentation that provides in depth detail for each function/component of the solution.⁶⁷

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 WV ABCA 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.

Vendor Response (Explain how you will meet this goals)

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 WV ABCA'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 should 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 WV ABCA'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.

Vendor Response (Explain how you will meet this goals)

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

1. Provide statewide support, delivery, installation and maintenance of the system resulting from this RFP.

2. 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.

Vendor Response (Provide in detail how you will meet this goal and also provide the system service level agreement parameters for system availability (SLA))

The following procedure should be followed for all problems being reported concerning the system:

- a. Provide online/telephone system support to the WV ABCA offices beginning at 8:00 am through 5:00 pm Eastern Standard Time Monday through Friday.
- b. The WV ABCA should 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 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 WV ABCA with a reporting mechanism to track the status of all open service calls. Calls should not be closed until the WV ABCA Help Desk approves the resolution of the call.
- h. Provide a (one (1) year) maintenance period after final acceptance and the system is in production 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. *Describe the methodology for providing routine software/system updates. also provide detailed directions for, and description of, this software maintenance.*
- i. 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 and/or completion of said agreement. It is further understood that the State will retain a perpetual license to the object code.
- j. 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.

- k. The vendor is responsible for distributing modifications to all workstations once⁶⁹ modifications have been tested and approved by WV ABCA management.

Vendor Response (Explain how you will meet this goals)

2.4.9. Providing Backup & Disaster Recovery services

1. Providing backup and disaster recovery components for the proposed solution. Extreme measures should include but are not limited to a backup server that is a mirror image of the primary server. The backup server should ensure that no information is lost and that the proposed solution is capable of restarting in-progress processes.
2. Provide for daily, operational backup of the proposed system.
3. In the event of a disaster, ensure that the WV ABCA business operations are not suspended for more than twenty-four hours.
4. In the event of a power outage and/or network disruption, provide capabilities of recovering data from processes that are in-progress.
5. Provide recovery mechanisms, including, but not limited to: fail-over capabilities, and time to recovery of system.

Vendor Response (Explain how you will meet this goals)

Attachment B: Mandatory Specification Checklist⁷⁰

The vendor **must** notify the designated contact at West Virginia Alcohol Beverage and Control Administration (WV ABCA) of a security breach incident within three (3) hours of first knowledge.

The vendor **must** comply with applicable West Virginia statutes, rules and policies addressing personal data, including WV's Breach Law (West Virginia Code § 46A-2A-101 to 105).

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

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.

This system must already exist for the most part and must be in use in other governmental licensing agencies. If the proposed system cannot perform all of the requested tasks, we will accept some new development.

Vendor Response (Describe in detail how you will meet these mandates)

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)

(Signature)

(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 and Support Cost YEAR 1	\$
Annual Maintenance and Support Cost YEAR 2	\$
Annual Maintenance and Support Cost YEAR 3	\$
Training Cost _____ hours x \$_____ per hour	\$
Modifications/Customization \$_____ per hour	\$: (Rate for 100 hours)

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

* Please refer to Section Four: Evaluation and Award.

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

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

BID BOND PREPARATION INSTRUCTIONS

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

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.

- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the
Surety

NOTE: Dated, Power of Attorney with Raised
Surety Seal must accompany this bid
bond.

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

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

_____(M)_____

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

_____(R)_____

_____(U)_____
Surety Corporate Seal

_____(Q)_____
(Name of Principal)
By _____(S)_____
(Must be President or
Vice President)
_____(T)_____
Title
_____(V)_____
(Name of Surety)
_____(W)_____
Attorney-in-Fact

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

Agency _____
 REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

_____ day of _____, 20____.

Principal Corporate Seal

 (Name of Principal)

By _____
 (Must be President or
 Vice President)

 (Title)

Surety Corporate Seal

 (Name of Surety)

 Attorney-in-Fact

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

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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: _____

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AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

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 provision 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** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:**STATE OF WEST VIRGINIA**

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: _____

Signed: _____

Title: _____

Date: _____

ATTACHMENT
P.O.# ABCA 33

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

RFQ No. ABCA33STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

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** _____*Purchasing Affidavit (Revised 07/01/2012)*

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Company)

(Authorized Signature)

(Representative Name, Title)

(Phone Number)

(Fax Number)

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM**SOLICITATION NO.:** ABCA33

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

 Company

 Authorized Signature

 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.