



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

Solicitation

NUMBER	PAGE
MCH13031	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
ROBERTA WAGNER 304-558-0067	

RFQ COPY
TYPE NAME/ADDRESS HERE

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HEALTH AND HUMAN RESOURCES
BPH/MCH--MATERNAL CHILD HEALTH

350 CAPITOL STREET, ROOM 427
CHARLESTON, WV
25301-3714 304-558-5388

DATE PRINTED
11/21/2012

BID OPENING DATE:

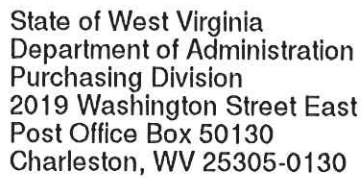
01/03/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE STATE OF WEST VIRGINIA AND ITS AGENCY, THE DEPARTMENT OF HEALTH & HUMAN RESOURCES (DHHR); BUREAU FOR PUBLIC HEALTH (BPH); OFFICE OF MATERNAL CHILD & FAMILY HEALTH REQUEST A PROPOSAL TO PROVIDE ADMINISTRATION OF THE CENTRAL FINANCE OFFICE OPERATIONS FOR THE WEST VIRGINIA BIRTH TO THREE SYSTEM PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
BID OPENING: JANUARY 3, 2013 @ 1:30 PM						
MANDATORY PRE-BID MEETING: DECEMBER 6, 2012 AT 10:00 AM						
**SEE ATTACHED INSTRUCTIONS TO BIDDERS FOR LOCATION						
0001	1	YR		964-04		
ADMINISTRATION OF CENTRAL FINANCE OFFICE						
REQUEST FOR PROPOSAL						
THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, OFFICE OF MATERNAL, CHILD AND FAMILY HEALTH IS SEEKING PROPOSALS FOR ADMINISTRATION OF THE CENTRAL FINANCE OFFICE OPERATIONS FOR THE WV BIRTH TO THREE SYSTEM, PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



NUMBER
MCH13031

PAGE
2

ROBERTA WAGNER
304-558-0067

VENDOR

SHIP TO

350 CAPITOL STREET, ROOM 427
CHARLESTON, WV
25301-3714 304-558-5388

11/21/2012

01/03/2013

BID OPENING TIME 1:30PM

SIGNATURE				TELEPHONE		DATE	
TITLE		FEIN			ADDRESS CHANGES TO BE NOTED ABOVE		

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

REQUEST FOR PROPOSAL

WV Department of Health and Human Resources
Bureau for Public Health
Office of Maternal, Child and Family Health
MCH13031

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SECTION ONE: GENERAL INFORMATION

1. Purpose: The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is soliciting proposals pursuant to **West Virginia Code** §5A-3-10b for the West Virginia Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH), Office of Maternal, Child and Family Health (OMCFH), WV Birth to Three (hereinafter referred to as the "Agency") for an open-end contract to provide administration of a Birth to Three Central Finance Office (CFO) for West Virginia through managing and operating an existing integrated statewide early intervention data structure for establishing and maintaining electronic histories of all referrals, eligibilities, and services to children. Administration of the CFO includes:
 - 1.1. Federal reporting and WV Birth to Three program data requirements
 - 1.2. Quality assurance
 - 1.3. Service authorization and claims payment system for WV Birth to Three early intervention services
 - 1.4. Practitioner enrollment function
 - 1.5. Fund recovery process for all relevant sources
 - 1.6. Modernizing and upgrading hardware, software, and business process

In addition to seeking a vendor to provide continued operation of the current CFO structure, this RFP also reflects the need to update and modernize the existing hardware, software, and business processes that have been in place since 2004. (See Attachment D for current operating structure).

2. By signing and submitting its proposal, the successful Vendor agrees to be bound by all the terms contained in this Request for Proposal ("RFP").

An 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

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Bureau for Public Health
Office of Maternal, Child and Family Health
MCH13031

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(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.

3. Schedule of Events:

Vendor's Written Questions Submission Deadline	12/11/2012
Mandatory Pre-bid Conference	12/06/2012
Addendum Issued.....	TBD
Bid Opening Date.....	01/03/2013
Oral Presentation (<i>Agency Option</i>)	Not Required with this RFP

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SECTION TWO: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on next page.

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:

December 6, 2012 at 10:00 am
 West Virginia Department of Health & Human Resources
 Bureau for Public Health / Office of Maternal, Child & Family Health
 350 Capitol Street, Room 427
 Charleston, WV 25301

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: December 11, 2012 by 5:00 pm

Submit Questions to:

Roberta Wagner

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304-558-3970

Email: Roberta.A.Wagner@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 5 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:

January 3, 2013 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.

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SECTION THREE: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on next page.

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
 February 1, 2013
 and extends for a period of One (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 Four (4) 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 of 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.

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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"/>	West Virginia Secretary of State Office
<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

\$500.00 per day for start up and transition for failure to meet agreed upon deadlines and deliverables

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 hearth, 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.

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SECTION FOUR: PROJECT SPECIFICATIONS

1. **Location:** Agency is located at 350 Capitol Street, Room 427, Charleston, West Virginia 25301.
2. **Background and Current Operating Environment:** DHHR is the lead agency responsible for implementing Part C of the Individuals with Disabilities Education Act (IDEA), P. L. 108-446 in West Virginia which can be found at: <http://www.wvdhhr.org/birth23/lawandregs.asp>.

Agency's Part C early intervention program, known as WV Birth to Three, was initiated in West Virginia in 1992. The WV Birth to Three integrated statewide early intervention data system has been in place since 2004 and utilizes a CFO structure to assist the program with meeting all federal guidelines of IDEA, Part C and state oversight responsibilities. The State of Indiana developed software that allows State early intervention systems to operate a CFO function and has made that software available to West Virginia. Agency has an agreement with the State of Indiana to use the software. Agency has purchased modifications to the original Indiana software and Vendor will be allowed to make further modifications as requested by Agency. Eligible Birth to Three infants and toddlers, in accordance with West Virginia policy, include children under the age of three that meet the State's definition for having developmental delays, established medical conditions, or multiple risk factors that are likely to result in delay.

The WV Birth to Three System includes eight Regional Administrative Unit (RAU) entities. Each RAU serves as the System Point of Entry (SPOE) for a defined geographic region and is responsible for accepting all child referrals, gathering initial information from families, and coordinating the eligibility and initial Individualized Family Service Plan (IFSP) process. The IFSP identifies outcomes and service needs for eligible children and families. After an initial IFSP is developed, ongoing service coordination and IFSP services are provided by Service Coordinators and qualified professionals that meet entry level standards established by WV Birth to Three in accordance with Federal regulations of IDEA, Part C.

RAUs are responsible for developing and maintaining child/family electronic and hard copy educational records. Approximately 9,000 child referrals are processed annually. This includes children determined eligible and those that are not. During fiscal year 2011, more than 5,000 children were determined eligible and received services.

RAUs provide their own hardware necessary to operate the SPOE distributed database software, which is a component of the WV Birth to Three CFO structure. The SPOE software maintains a history of referrals, eligibilities, and services. Only RAUs have access to enter data in the SPOE software. Through the integrated SPOE component of the WV Birth to Three data system, an RAU matches a family's selected Service Coordinator and Practitioners to initiate the generation of electronic authorizations for evaluation/assessment, teaming, and/or IFSP services. Data entered in each region's SPOE software is communicated daily to the WV Birth to Three CFO contractor.

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On the following day, the CFO contractor mails paper authorizations or posts electronic authorizations for respective Practitioners or Service Coordinators. The CFO electronically merges data from the eight SPOE data systems into a State level Super SPOE system and posts that data on the CFO's server for download by the WV Birth to Three Program office on a weekly basis. WV Birth to Three is the provider of record for delivered services. Qualified Service Coordinators and Practitioners are enrolled with WV Birth to Three through the CFO as Payee agencies. Payee agencies submit claims for delivered services to the CFO. The CFO is responsible for the claims payment process to the point of adjudicating claims against existing authorizations and Agency rules, and submitting an appropriate claims payment file to the Agency on Thursday of each week. The Agency is responsible for processing payment to the rendering service Practitioner/Payee. The current CFO contractor processed an estimated one hundred seventy five thousand (175,000) Practitioner claim lines in 2011.

The CFO also matches eligibility files and prepares and submits fund recovery on behalf of WV Birth to Three to Medicaid and the WV Children's Health Insurance Program (CHIP). The CFO has the capacity to conduct additional fund recovery activities including private insurance and/or family fees, should the Agency decide to implement such policies in the future. The CFO provides standard and ad-hoc data reports to the Agency in the format and at the frequency determined by the Agency.

The Agency is ending the fifth and last year of the current contract for operation of the CFO structure. In addition to seeking continued operation of the current CFO structure, this RFP also reflects the need to update and modernize the existing hardware, software, and business processes that have been in place since 2004. (See Attachment D for current operating structure).

3. **Qualifications and Experience:** Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm, such as 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.
 - 3.1. Vendor should have at least eight years experience with designing and implementing projects that with scope of work as identified under 4.1 through 4.5.
 - 3.2. Vendor should specify the extent of responsibility on present or prior similar projects, including:
 - 3.2.1. Similar projects' scope of work related to objectives under 4.1-4.6
 - 3.2.2. Similarity to this project
 - 3.2.3. Vendor responsibilities on similar projects
 - 3.3. Vendor should provide at least two customer references for similar projects within the past

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two years. References should include organization name, contact person, email address, and telephone number.

- 3.4. Vendor should commit a dedicated, high-skilled core team of key personnel to conduct the functions and duties of the CFO. Key personnel should include the following all of which should have at least two years experience working in their respective positions and at least two years experience working with Part C early intervention systems to implement a central finance office structure.
 - 3.4.1. Project Manager
 - 3.4.2. Database Design Specialist
 - 3.4.3. Hardware Specialist
 - 3.4.4. Medicaid/Fund Recovery Specialist
 - 3.4.5. Lead Programmer
- 3.5. Vendor should provide key personnel job responsibilities including workload and lines of supervision.
- 3.6. Vendor should provide job descriptions of all staff allocated to this project that includes:
 - 3.6.1. Percentage of time allocated to this project
 - 3.6.2. Specific duties allocated to this project
 - 3.6.3. Educational level
 - 3.6.4. Training
 - 3.6.5. Experience
 - 3.6.6. Specialized skills
- 3.7. Vendor should provide an organization chart identifying all staff, job titles, and job duties.
4. **Project and Goals:** The project goals and objectives are:
 - 4.1. **System Point of Entry (SPOE) Data System and Software:** To provide Agency and eight RAUs a means for tracking child data, initiating authorizations of needed early intervention services, and the ability to provide reporting of child data at local, regional, and state levels.
 - 4.1.1. Vendor should describe how it will provide and manage SPOE data system with software that has the following capabilities:
 - 4.1.1.1. Common intake function for all children referred to WV Birth to Three regardless of eligibility status including referral date, intake date, IFSP date, transition meeting date, exit date, and date notification is provided to

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- county school system
- 4.1.1.2 Child and family demographics, referral source, and initial and ongoing eligibility data specific to each child, including unique child identifier
- 4.1.1.3. Demographic information for parent or legal guardian
- 4.1.1.4. Initial and ongoing assessments and child eligibility categories
- 4.1.1.5. Record of each IFSP service for each child including dates, locations, durations, and service Practitioners assigned to provide the service
- 4.1.1.6. Family income and head of household
- 4.1.1.7. Private and public insurance coverage
- 4.1.1.8. History for each child of prior IFSP services, service types, and authorizations including dates, locations, and authorized Practitioners for at least three years after child's third birthday
- 4.1.1.9. Ability to authorize services prior to the initial IFSP
- 4.1.1.10. Calculations to determine date timelines in accordance with WV Birth to Three policies and late reasons when timelines are not met
- 4.1.2. Vendor should describe how it will ensure timely and secure communications and data transmissions from the eight RAU SPOE data systems to CFO, including:
 - 4.1.2.1. Hardware to receive daily electronic data transmissions from each of the eight RAUs via a secure internet connection, in accordance with confidentiality requirements of the Family Educational Rights and Privacy Act (FERPA)
 - 4.1.2.2. Communication software to move data from the local level to a single statewide database
 - 4.1.2.3. Methods and processes for consolidating data from the eight RAUs into a single statewide database and making the data available for download by the Agency each week
 - 4.1.2.4. Toll free Help Desk support for RAU implementation of software functions
- 4.1.3. Vendor should describe how it will ensure timely and compliant processing of service authorizations, including:
 - 4.1.3.1. Printing and mailing service authorizations for each evaluation or assessment and/or IFSP service to respective Payees within two days of receipt of the electronic information from the RAUs
 - 4.1.3.2. Providing electronic transfer of authorizations for services to Payees that submit electronic claims
 - 4.1.3.3. Computing the value of service authorizations both in units and dollar amounts using a rate table established by the Agency including the computed numbers of units but not the computed dollar amount on

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authorizations

- 4.1.3.4. Assuring that Payees will not be paid more than the maximum rate or total calculated amount of authorization
- 4.1.3.5. Assuring that authorizations for services are limited to enrolled service Practitioners and Service Coordinators

4.2. **Claims Administration:** To process and render Payee service claims accurately and timely.

4.2.1. Vendor should describe how it will provide a multi-user claims payment system with the following features:

- 4.2.1.1. Ability to receive claims from Payees via electronic file layout, paper authorization form mailed to Practitioner, or a CMS1500 form
- 4.2.1.2. CFO data entry of submitted paper claims and receipt of electronic claims in HIPAA compliant format
- 4.2.1.3. Designed to pay claims within 60 days of date of service with a process over ride upon Agency approval
- 4.2.1.4. Validation of claims against existing authorizations and check for duplicate submissions
- 4.2.1.5. Adjudicate claims from the rendering service Payee, preparing electronic file in a specified format (see Attachment E for file format), and submitting to Agency by Thursday of each week for any claim received from local Payees by noon on Tuesday
- 4.2.1.6. Provide Payees with Explanation of Payment for each weekly paid claims file
- 4.2.1.7. Mailing list to provide families Explanation of Benefits by the 15th of each month for claims paid in previous month
- 4.2.1.8. Help Desk technical assistance and support for enrollment and billing questions. Help Desk assistance will be available via email and toll free number during business hours of 8:00 am to 5:00 pm EST/EDT, Monday through Friday, 52 weeks of the year, excluding Federal and State holidays or as otherwise approved in advance by Agency.

4.2.2. Vendor should describe its internal controls, policies, and procedures related to claims administration for the purpose of:

- 4.2.2.1 Preventing, detecting, reviewing, and reporting potential fraud and abuse activities by local Payees
- 4.2.2.2. Internal testing of financial claims processing related to extreme variability in claims
- 4.2.2.3. Reporting detailed claims data to Agency weekly

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4.2.2.4. Surveying enrolled practitioners and payees annually, and reporting results to Agency

4.3. **Fund Accounting:** To have a centralized and standardized operational CFO process for preparing and submitting fund recovery claims on behalf of WV Birth to Three. Current fund recovery sources include Medicaid, WV CHIP, State Early Intervention line item, and Federal Part C funds. Additional fund sources could be added over the period of the contract, such as private insurance and/or family fees. The WV Birth to Three Program office is the provider of record for billing to Medicaid and WV CHIP. Local service codes must be cross walked to four Medicaid approved codes for WV Birth to Three services.

4.3.1. Vendor should provide a description of prior history with similar fund recovery activities, including how it will accomplish the following:

- 4.3.1.1. Provide fund recovery software that uses a crosswalk to transform the local WV Birth to Three service codes for each Part C service type to four designated Medicaid billing codes and billed in the specified Medicaid format. Each Medicaid code will have a specified billing charge that reflects the Agency's total cost, and is therefore different from the amount paid to the local rendering service Payee
- 4.3.1.2. Submit Medicaid fund recovery files in HIPAA compliant 837 format and retrieve remittance advices and 835 files as outlined by Medicaid
- 4.3.1.3. Prepare fund recovery claims based on the hierarchy established for funding sources, child/family eligibility, service definitions, and Practitioner credential
- 4.3.1.4. Interface with other systems within the Agency and other agencies as needed in order to confirm eligibility for various fund sources and/or services
- 4.3.1.5. Complete delayed submission of claims to Medicaid and WV CHIP due to lack of eligibility information
- 4.3.1.6. Resubmit claims based on denials from Medicaid and/or WV CHIP
- 4.3.1.7. Assist Agency with financial projections based on authorizations for the State fiscal year July 1 – June 30

4.4. **Practitioner/Payee Enrollment and Credentialing:** To ensure that early intervention services are provided by professionals that meet Agency's personnel standards in accordance with IDEA, Part C and to promote communication with all enrolled service Practitioners, Service Coordinators, and Payees.

4.4.1. Vendor should describe how it will provide a single user or network application for the purpose of enrolling qualified Practitioners in accordance with WV Birth to Three personnel standards and procedures. Vendor should include the following in

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its description:

- 4.4.1.1. Website to host Practitioner, Service Coordinator, and Payee information including Billing Manual, enrollment forms, procedure codes and rate structures, and links to pertinent resources
- 4.4.1.2. Service Directory that includes all Practitioner and Service Coordinator by specialty with search features to locate Practitioners by Payee, county, zip code, and specialty discipline
- 4.4.1.3. Review of enrollment applications from Practitioners, Service Coordinators, and Payees to ensure that required paperwork is submitted, and to confirm documentation of proper licenses, certifications, liability insurance, email addresses, and training requirements as stipulated by Agency.
- 4.4.1.4. Approve complete and accurate applications and enroll Practitioner, Service Coordinator, or Payees in the WV Birth to Three system with listing inserted into the Service Directory
- 4.4.1.5. Notify Practitioners that do not complete Agency required annual enrollment updates; implement disenrollment processes, and provide updates to Agency
- 4.4.1.6. Send monthly reports to WV Birth to Three that include all new enrollments and disenrollments for previous month
- 4.4.1.7. Implement a process for holding, stopping, and recouping provider payments based on sanctions imposed by Agency
- 4.4.1.8. Host and manage a statewide email broadcast system that allows WV Birth to Three staff to send messages to enrolled Practitioners and Payees.
- 4.4.1.9. Allow Practitioners and Payees the ability to update their own availability and descriptions sections in the Service Directory

4.5. **Reporting and Operating Functions:** To ensure effective management and oversight of CFO functions.

- 4.5.1. Vendor should include a project work plan and schedule for implementation that includes:
 - 4.5.1.1. Explanation of the organizational structures of operations and program administration that includes how they will support service implementation
 - 4.5.1.2. Demonstrated knowledge of services to be provided and effective strategies to achieve goals and objectives
 - 4.5.1.3. Description of approach and strategy for project oversight and management
 - 4.5.1.4. Explanation of processes that will be implemented in order to complete all tasks and phases of the project in a timely manner

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- 4.5.1.5. Procedures to protect the confidentiality of records in WV Birth to Three databases, including database records that may be transmitted electronically via email or the internet
- 4.5.2. Vendor should provide descriptions of how it will provide Agency and other defined users access to routine capabilities that include:
 - 4.5.2.1. Giving RAU staff access to routine reports such as Service Coordinator and Interim Service Coordinator caseloads; Interim Service Coordinator referrals by date; open referrals; and days from referral to eligibility. Reports should be formatted to allow data sorts by users
 - 4.5.2.2. Providing Agency with requested data extracts that can be imported into Microsoft Access for routine reports such as number of days from referral to IFSP; children with transition meeting dates; procedure code utilization; and primary eligibility categories.
 - 4.5.2.3. Providing Agency with ad hoc statistical and management reports upon request
 - 4.5.2.4. Ensuring that access to all reports is based on level of security approved by Agency
- 4.5.3. Vendor should describe how it will provide the following staffing and functions.
 - 4.5.3.1. Full or part time administrative staff responsible for all financial operations performed by CFO
 - 4.5.3.2. Technical and support staff responsible for CFO's front office operations
 - 4.5.3.3. Sufficient access to and support from information technology staff responsible for providing uninterrupted high-quality support and operation of all hardware and software used by the CFO to perform required functions
 - 4.5.3.4. Contingency planning that would allow the CFO to continue to operate in the event of most probable emergencies
 - 4.5.3.5. Staff to perform quality assurance assessment of procedures and systems used by the CFO including rules and procedures governing Practitioner approval and enrollment
- 4.6. **Hardware, Software, and Business Processes Update and Modernization:** To update and modernize outdated CFO components that will promote more effective and efficient early intervention services and assist the Agency in meeting Federal IDEA, Part C requirements.
 - 4.6.1. Vendor should describe a project plan that includes the following:

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- 4.6.1.1. Steps and timelines for modernizing and upgrading existing hardware, software, and business processes.
- 4.6.1.2. Steps and activities for moving the current distributed SPOE software component to a web-based structure with the following function capabilities:
 - 4.6.1.2.1. Ability for Practitioners to upload additional information including but not limited to assessment reports and case notes
 - 4.6.1.2.2. Restricted access to view child records by authorized individuals in accordance with the Family Educational Rights and Privacy Act (FERPA) and IDEA
 - 4.6.1.2.3. Assign a unique identifier for each child from entry to exit regardless of moves within or out of the system
 - 4.6.1.2.4. Enhanced access to data and reporting functions at the state and local levels to support effective service delivery and management requirements
 - 4.6.1.2.5. Migration of all existing SPOE data
- 4.6.2. Vendor should describe a proposed plan for training WV Birth to Three and RAU staff following completion of conversion of the SPOE functions to a web-based structure, in order to ensure successful and timely implementation. Training should include:
 - 4.6.2.1. One-day hands on trainings at the WV Birth to Three State Office at 350 Capitol Street, Charleston, West Virginia and each of the eight RAU locations as referenced on Attachment F herein.
 - 4.6.2.2. Training aids to include a data dictionary and instructions for approximately 6 trainees at each of the nine locations
- 4.7. **Security and Internal Controls:** To ensure that the CFO structure is designed to mitigate or eliminate weaknesses that could result in compromise of data in the creation, usage, transfer, or destruction of information.
 - 4.7.1. Vendor should provide a security and confidentiality plan that addresses the following areas:
 - 4.7.1.1. Family Educational Rights and Privacy Act (FERPA) requirements
 - 4.7.1.2. System access and logins
 - 4.7.1.3. Strong password functionality
 - 4.7.1.4. Monitoring and reporting unauthorized access attempts
 - 4.7.1.5. User account controls
 - 4.7.1.6. No privileged user for database access
 - 4.7.1.7. Least privilege for connections

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- 4.7.1.8. No SQL on web pages
- 4.7.1.9. Cleanse data input
- 4.7.1.10. Reference standards on How to Mitigate the Top 10 Dangerous Programming Errors
- 4.7.1.11. Meet standards of DHHR MIS IT Policy – IT 0512 available at <http://www.wvdhhr.org/mis/it/0512.pdf>.

5. Mandatory Requirements

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

- 5.1. Vendor will include a project plan using a formal and documented project management approach based on Project Management Institute (PMI) industry standards and guidelines. Microsoft Project or comparable software tools will be used to develop the work plan and will include tasks, milestones, and deliverables. The project management approach and work plan will provide Agency with a means of determining if the statement of work is being accomplished as scheduled with acceptable deliverables.
- 5.2. Vendor will be responsible for preparing and filing 1099s for enrolled Practitioners, Service Coordinators, and Payees.
- 5.3. Vendor will provide Agency with an annual Statement of Standards for Attestation Engagements (SSAE) No. 16 completed by an independent Certified Public Accounting firm within 60 days of the end of the fiscal year.
- 5.4. Vendor will comply with all applicable Federal and State rules, regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. Vendor will maintain such records for a minimum of five years and make such records available to Agency personnel at Vendor's location during normal business hours upon written request by Agency within ten days after receipt of request.
- 5.5. Vendor will have access to private and confidential data maintained by the Agency to the extent required for Vendor to carry out the duties and responsibilities defined under this Request for Proposal. Vendor will maintain confidentiality and security of information and data made available and will indemnify and hold harmless the State and Agency against any

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and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by the Vendor.

- 5.6. Upon expiration, termination, or cancellation of the contract, Vendor will assist Agency to ensure an orderly transfer of responsibility and/or continuity of services required under the terms of the contract to Agency or an organization designated by the Agency, if requested in writing. All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of state completion, which are prepared for or are a result of the services under the contract, will be and remain the property of the Agency and will be delivered to Agency or its designee within 30 days notice by the Agency. With respect to software computer programs and/or source codes developed for the Agency, the work will be considered 'work for hire'. The Agency, not the Vendor or subcontractor, will have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any such materials may not, by operation of the law, be a work made for hire in right, title and interest in and to any such material, and the Agency will have the right to obtain and hold its own name and copyrights, registrations, and any other proprietary rights that may be available. Should the Vendor anticipate bringing pre-existing intellectual property to perform any of the services required under the contract into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section shall prevail. If the Vendor identifies such intellectual property in its bid proposal, then the property owned by the Vendor on the date of the contract, as well as any modifications or adaptations thereto, shall remain the property of the Vendor. Upon contract award, the Vendor shall grant the Agency a perpetual non-exclusive, royalty free license to use any of the Vendor's intellectual property delivered to the Agency for the purposes contemplated by the Contract. The Vendor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements, and specifications of the contract for the period not to exceed 120 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
- 5.7. Vendor will have a fully functional CFO structure within 30 working days following contract award.
- 5.8. Agency will retain the right to reject any of the Vendor's employees whose qualifications, in the Agency's judgment, do not meet the expectations established by the Agency as necessary for the performance of services. In considering Vendor's employees' qualifications, Agency will act reasonably and in good faith.

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- 5.9 Cost Sheet Preparation: To establish methodology and documentation requirements for reimbursement of vendor activities.
- 5.9.1 Vendor will provide a fixed cost associated with start-up of the current SPOE, service matrix directory, and CFO functions.
 - 5.9.2 The vendor will calculate total yearly operating costs for maintenance operation of all CFO functions, and submit a fixed per paid claim line amount by which Agency will reimburse vendor. Paid claim lines are those claims that the Vendor processes on behalf of the Agency as payable to enrolled Payees. An estimate of annual paid claim lines based on past history is provided on the Cost Sheet. Postage may be invoiced as a pass through cost with supporting documentation.
 - 5.9.3 Vendor will provide a cost for the initial updating and modernization of the current CFO system functions as described in Section 4, Subsection 4.6.1.
 - 5.9.4 Vendor will provide a per hour cost for ongoing system modification work. An estimated pool of 8,000 hours will be available for ongoing system modifications.
 - 5.9.5 Vendor will provide an all-inclusive hourly cost for training as described in Section 4, Subsection 4.6.2.
6. **Oral Presentations (Agency Option):** The Agency has 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:
- 6.1. Materials and Information Required at Oral Presentation: Not required with this RFP.

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SECTION FIVE: VENDOR PROPOSAL

- 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.
- 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 **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 Section 4, Subsection 5: Mandatory Requirements. 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, Subsection 3), all Vendors participating in this RFP will be required to provide an oral presentation, based on the criteria set in Section 4,

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Subsection 6. During oral presentations, Vendors may not alter or add to their submitted proposal, but only to clarify information.

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

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

All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids will be dated and time stamped to verify official time and date of receipt. All submissions must be in accordance with the provisions listed below and in Section Two: Instructions to Bidders Submitting Bids above.

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

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SECTION SIX: EVALUATION AND AWARD

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

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

•	Qualifications and experience	30 Points Possible
•	Approach and methodology	40 Points Possible
•	Cost	<u>30 Points Possible</u>
Total		100 Points Possible

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

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

- 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.
- 2.2 **Minimum Acceptable Score:** Vendors must score a minimum of 70% (49 points) of the total technical points possible. All Vendors not attaining the minimum acceptable score (MAS) shall be considered as non-qualifying; therefore, the cost bids will not be opened. A proposal may be deemed non-qualifying for a number of reasons including, but not limited to, the bidder's technical proposal failing to meet the minimum acceptable score and the bidder's technical proposal failing to meet a mandatory requirement of the contract. Certain information, such as technical scores and reasons for disqualification, will not be available until after the contract award, pursuant to *West Virginia Code* §5A-3-11(h) and *West Virginia Code of State Rules* §148-1-6.2.5.

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- 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.

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Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

Section 4, Subsection 3.1:

Vendor Response:

Section 4, Subsection 3.2:

Vendor Response:

Section 4, Subsection 3.2.1:

Vendor Response:

Section 4, Subsection 3.2.2:

Vendor Response:

Section 4, Subsection 3.2.3:

Vendor Response:

Section 4, Subsection 3.3:

Vendor Response:

Section 4, Subsection 3.4:

Vendor Response:

Section 4, Subsection 3.4.1:

Vendor Response:

Section 4, Subsection 3.4.2:

Vendor Response:

Section 4, Subsection 3.4.3:

Vendor Response:

Section 4, Subsection 3.4.4:

Vendor Response:

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Section 4, Subsection 3.4.5:

Vendor Response:

Section 4, Subsection 3.5:

Vendor Response:

Section 4, Subsection 3.6:

Vendor Response:

Section 4, Subsection 3.6.1:

Vendor Response:

Section 4, Subsection 3.6.2:

Vendor Response:

Section 4, Subsection 3.6.3:

Vendor Response:

Section 4, Subsection 3.6.4:

Vendor Response:

Section 4, Subsection 3.6.5:

Vendor Response:

Section 4, Subsection 3.6.6:

Vendor Response:

Section 4, Subsection 3.7:

Vendor Response:

List project goals and objectives contained in Section 4, Subsection 4:

Section 4, Subsection 4.1:

Vendor Response:

Section 4, Subsection 4.1.1:

Vendor Response:

Section 4, Subsection 4.1.1.1:

Vendor Response:

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Section 4, Subsection 4.1.1.2:

Vendor Response:

Section 4, Subsection 4.1.1.3:

Vendor Response:

Section 4, Subsection 4.1.1.4:

Vendor Response:

Section 4, Subsection 4.1.1.5:

Vendor Response:

Section 4, Subsection 4.1.1.6:

Vendor Response:

Section 4, Subsection 4.1.1.7:

Vendor Response:

Section 4, Subsection 4.1.1.8:

Vendor Response:

Section 4, Subsection 4.1.1.9:

Vendor Response:

Section 4, Subsection 4.1.1.10:

Vendor Response:

Section 4, Subsection 4.1.2:

Vendor Response:

Section 4, Subsection 4.1.2.1:

Vendor Response:

Section 4, Subsection 4.1.2.2:

Vendor Response:

Section 4, Subsection 4.1.2.3:

Vendor Response:

Section 4, Subsection 4.1.2.4:

Vendor Response:

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Section 4, Subsection 4.1.3:

Vendor Response:

Section 4, Subsection 4.1.3.1:

Vendor Response:

Section 4, Subsection 4.1.3.2:

Vendor Response:

Section 4, Subsection 4.1.3.3:

Vendor Response:

Section 4, Subsection 4.1.3.4:

Vendor Response:

Section 4, Subsection 4.1.3.5:

Vendor Response:

Section 4, Subsection 4.2:

Vendor Response:

Section 4, Subsection 4.2.1:

Vendor Response:

Section 4, Subsection 4.2.1.1:

Vendor Response:

Section 4, Subsection 4.2.1.2:

Vendor Response:

Section 4, Subsection 4.2.1.3:

Vendor Response:

Section 4, Subsection 4.2.1.4:

Vendor Response:

Section 4, Subsection 4.2.1.5:

Vendor Response:

Section 4, Subsection 4.2.1.6:

Vendor Response:

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Section 4, Subsection 4.2.1.7:

Vendor Response:

Section 4, Subsection 4.2.1.8:

Vendor Response:

Section 4, Subsection 4.2.2:

Vendor Response:

Section 4, Subsection 4.2.2.1:

Vendor Response:

Section 4, Subsection 4.2.2.2:

Vendor Response:

Section 4, Subsection 4.2.2.3:

Vendor Response:

Section 4, Subsection 4.2.2.4:

Vendor Response:

Section 4, Subsection 4.3:

Vendor Response:

Section 4, Subsection 4.3.1:

Vendor Response:

Section 4, Subsection 4.3.1.1:

Vendor Response:

Section 4, Subsection 4.3.1.2:

Vendor Response:

Section 4, Subsection 4.3.1.3:

Vendor Response:

Section 4, Subsection 4.3.1.4:

Vendor Response:

Section 4, Subsection 4.3.1.5:

Vendor Response:

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Section 4, Subsection 4.3.1.6:

Vendor Response:

Section 4, Subsection 4.3.1.7:

Vendor Response:

Section 4, Subsection 4.4:

Vendor Response:

Section 4, Subsection 4.4.1:

Vendor Response:

Section 4, Subsection 4.4.1.1:

Vendor Response:

Section 4, Subsection 4.4.1.2:

Vendor Response:

Section 4, Subsection 4.4.1.3:

Vendor Response:

Section 4, Subsection 4.4.1.4:

Vendor Response:

Section 4, Subsection 4.4.1.5:

Vendor Response:

Section 4, Subsection 4.4.1.6:

Vendor Response:

Section 4, Subsection 4.4.1.7:

Vendor Response:

Section 4, Subsection 4.4.1.8:

Vendor Response:

Section 4, Subsection 4.4.1.9:

Vendor Response:

Section 4, Subsection 4.5:

Vendor Response:

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Section 4, Subsection 4.5.1:

Vendor Response:

Section 4, Subsection 4.5.1.1:

Vendor Response:

Section 4, Subsection 4.5.1.2:

Vendor Response:

Section 4, Subsection 4.5.1.3:

Vendor Response:

Section 4, Subsection 4.5.1.4:

Vendor Response:

Section 4, Subsection 4.5.1.5:

Vendor Response:

Section 4, Subsection 4.5.2:

Vendor Response:

Section 4, Subsection 4.5.2.1:

Vendor Response:

Section 4, Subsection 4.5.2.2:

Vendor Response:

Section 4, Subsection 4.5.2.3:

Vendor Response:

Section 4, Subsection 4.5.2.4:

Vendor Response:

Section 4, Subsection 4.5.3:

Vendor Response:

Section 4, Subsection 4.5.3.1:

Vendor Response:

Section 4, Subsection 4.5.3.2:

Vendor Response:

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Section 4, Subsection 4.5.3.3:

Vendor Response:

Section 4, Subsection 4.5.3.4:

Vendor Response:

Section 4, Subsection 4.5.3.5:

Vendor Response:

Section 4, Subsection 4.6:

Vendor Response:

Section 4, Subsection 4.6.1:

Vendor Response:

Section 4, Subsection 4.6.1.1:

Vendor Response:

Section 4, Subsection 4.6.1.2:

Vendor Response:

Section 4, Subsection 4.6.1.2.1:

Vendor Response:

Section 4, Subsection 4.6.1.2.2:

Vendor Response:

Section 4, Subsection 4.6.1.2.3:

Vendor Response:

Section 4, Subsection 4.6.1.2.4:

Vendor Response:

Section 4, Subsection 4.6.1.2.5:

Vendor Response:

Section 4, Subsection 4.6.2:

Vendor Response:

Section 4, Subsection 4.6.2.1:

Vendor Response:

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Section 4, Subsection 4.6.2.2:

Vendor Response:

Section 4, Subsection 4.7:

Vendor Response:

Section 4, Subsection 4.7.1:

Vendor Response:

Section 4, Subsection 4.7.1.1:

Vendor Response:

Section 4, Subsection 4.7.1.2:

Vendor Response:

Section 4, Subsection 4.7.1.3:

Vendor Response:

Section 4, Subsection 4.7.1.4:

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Section 4, Subsection 4.7.1.5:

Vendor Response:

Section 4, Subsection 4.7.1.6:

Vendor Response:

Section 4, Subsection 4.7.1.7:

Vendor Response:

Section 4, Subsection 4.7.1.8:

Vendor Response:

Section 4, Subsection 4.7.1.9:

Vendor Response:

Section 4, Subsection 4.7.1.10:

Vendor Response:

Section 4, Subsection 4.7.1.11:

Vendor Response:

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Attachment B: Mandatory Specification Checklist

List mandatory specifications contained in Section 4, Subsection .5:

Section 4, Subsection

Section 4, Subsection 5.1:

Vendor Response:

Section 4, Subsection 5.2:

Vendor Response:

Section 4, Subsection 5.3:

Vendor Response:

Section 4, Subsection 5.4:

Vendor Response:

Section 4, Subsection 5.5:

Vendor Response:

Section 4, Subsection 5.6:

Vendor Response:

Section 4, Subsection 5.7:

Vendor Response:

Section 4, Subsection 5.8:

Vendor Response:

Section 4, Subsection 5.9 (5.9.1-5.9.5 reflected on Cost Sheet):

Vendor Response:

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this 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.

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(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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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.

Item #	Description:	Quantity:	Unit Cost:	Total Cost:
1.	Start-Up Costs – onetime	1 Each	\$ _____	\$ _____
2.	1 st . Year Operating Costs	175,000/claim lines	\$ _____	\$ _____
3.	2 nd . Year Operating Costs	175,000/claim lines	\$ _____	\$ _____
4.	3 rd . Year Operating Costs	175,000/claim lines	\$ _____	\$ _____
5.	4 th . Year Operating Costs	175,000/claim lines	\$ _____	\$ _____
6.	5 th . Year Operating Costs	175,000/claim lines	\$ _____	\$ _____
7.	Initial Enhancement and Modernization Costs	1 Each	\$ _____	\$ _____
8.	2 nd . Year Enhancement and Modernization Costs	1 Each	\$ _____	\$ _____
9.	1 st . Year Additional Services - estimated (all inclusive hourly rate)	8,000 hours	\$ _____	\$ _____
10.	2 nd . Year Additional Services - estimated (all inclusive hourly rate)	8,000 hours	\$ _____	\$ _____
11.	3 rd . Year Additional Services - estimated (all inclusive hourly rate)	8,000 hours	\$ _____	\$ _____
12.	4 th . Year Additional Services - estimated (all inclusive hourly rate)	8,000 hours	\$ _____	\$ _____
13.	5 th . Year Additional Services - estimated (all inclusive hourly rate)	8,000 hours	\$ _____	\$ _____

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14.	1 st . Year Training - estimated (all inclusive hourly rate)	72 hours	\$ _____	\$ _____
15.	2 nd . Year Training - estimated (all inclusive hourly rate)	72 hours	\$ _____	\$ _____
16.	3 rd . Year Training - estimated (all inclusive hourly rate)	72 hours	\$ _____	\$ _____
17.	4 th . Year Training - estimated (all inclusive hourly rate)	72 hours	\$ _____	\$ _____
18.	5 th . Year Training - estimated (all inclusive hourly rate)	72 hours	\$ _____	\$ _____
Total Estimated Contract Cost for 5-Year Period:				\$ _____

Contract will be open-end based on the estimates listed on the Cost Sheet. It is understood and agreed that the Contract shall cover the quantities actually ordered during the term of the Contract, whether more or less than the quantities shown. Agency and Vendor will jointly determine a 'not-to-exceed' number of hours, time frame, and staff for each service. Vendor must agree to provide a Statement of Work and estimation of effort and receive Agency approval of the actual 'not-to-exceed' hours, time frame, and staff prior to work beginning. Vendor's all-inclusive hourly rate will include all general and administrative staffing (secretarial, clerical, etc.), travel, supplies, and any other resource costs necessary to perform additional services within the scope of this project.

Vendor will invoice monthly in arrears using line items documented on Cost Sheet. Postage can be invoiced as pass through costs with appropriate documentation.

(Company)

(Representative Name, Title)

(Contact Phone/Fax Number)

(Date)

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

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Attachment D: Software System Components

RAU System Software

- Operating Platform
 - Windows 98, NT, Windows 2000 and/or 2007 Professional, Windows XP
- Development Environment
 - Visual Basic 6 32-bit SP 5
 - Java 2
 - Crystal Reports
- Application Functionality
 - DAO connection to distributed Access 97 database
 - Data batched to CCG (Claims Processing System) via Internet and SSL/Java socket connection
 - Report system includes dynamic updating of reports and menus
 - For RAUs with multiple computers, 1 parent computer and multiple child computers
 - Parent computer used for editing children in the Individual Family Service Plan (IFSP) phase
 - Child computers used for editing children in Referral & Intake
 - Information kept on each child
 - Referral/Intake/IFSP status/dates
 - Family members and income
 - Authorizations
 - Diagnosis
 - Part C eligibility
 - Commercial insurance information
 - Medical information
 - Determines income eligibility regarding co-pay status and amount
 - DAO connection to distributed Access database
 - Data batched to CCG (Claims Processing) via Internet and SSL/Java socket connection

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File Batching Mechanism

- Visual Basic 6 32-bit SP5
- Files batched from RAU transmitted via TCP/IP and SSL to web server
- Files to be sent from web server are transmitted via TCP/IP and SSL to RAU computer
- Files are transmitted & received from within the RAU application
- Web Server: Windows 2007 Server/SQL Server 2000/IIS 6.0/COM+
- Client: RAU computer (Windows 98/NT/Windows 2000 Professional, Windows XP)

Claims Payment Application

- Operating Platform
 - OS: Client: Windows XP; Windows 2003 Server
 - Database: Microsoft SQL Server 2000
 - Microsoft Windows 2000 Server
- Development Environment
 - Code written in Visual Basic 6.0 32 bit SP 5
 - 3-tier component-based system architecture
 - COM+ Application
 - IIS 6.0 (Internet Information Server)
- Application Functionality
 - Claims entry with real-time editing for all claim types, eliminating batch processes
 - Windows GUI presentation of child/authorization/practitioner/claims/commercial insurance relationships
 - Generation of daily forms and all reports using tools suited to automation of electronic transmittal and internet publication wherever appropriate
 - Automated tracking of claim adjustments and refunds
 - Adjustments applied only to child records pertinent to adjustment, with payments produced on a practitioner account basis
 - Highly integrated with the claims processing system

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Practitioner Enrollment System

- Operating Platform
 - Client: Microsoft XP
 - Server: Windows 2003 Server
 - Database: Microsoft SQL Server 2000
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - Active Reports
 - 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
 - IIS 6.0 (Internet Information Server)
- Application Functionality
 - Enroll new practitioners
 - Enroll new practitioner organizations (payees)
 - Update information on practitioners & practitioner organizations
 - Enter limited practitioner service matrix information
 - Update practitioner credential information
 - Reporting on practitioners with credentials lapsing
 - Reporting on practitioners with police checks lapsing
 - Reporting on practitioners with liability insurance lapsing
 - Generation of daily forms and all reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Highly integrated with the claims processing system

EDI

Electronic/HIPAA Transactions

- Operating Platform
 - Server: Windows 2003 Server
 - Server: Windows 2002 BizTalk Server
 - Microsoft BizTalk Accelerator for HIPAA – version 4010
 - Database: Microsoft SQL Server 2000

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- Development Environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET
 - 3-tier component-based system architecture
 - COM+ Application (Component Object Model)
- Application Functionality
 - Highly integrated with the claims processing system
 - Practitioners may submit claims electronically utilizing the HIPAA 837 Professional format.
 - Practitioners may receive electronic claims remittance advices utilizing the HIPAA 835 format
 - Practitioners may retrieve electronic authorizations utilizing the HIPAA 278 format.

Fund Recovery Operating Platform

- Microsoft Windows 2003 Server
- Microsoft SQL Server 2000 database
- Microsoft BizTalk Server 2002
- Microsoft BizTalk Accelerator for HIPAA
- Development environment
 - Microsoft Visual Basic 6.0 SP 5 and Microsoft Visual Basic.NET
 - Active Reports
 - 3-tier component-based system architecture
 - COM+ application
- Application Functionality
 - Highly integrated with the claims processing system
 - Generation of reports using tools suited to automation of electronic transmittal and Internet publication where appropriate
 - Automated tracking and reporting of claims paid, denied and paid partial
 - Automatic resubmission of adjusted and paid partial claims
 - Flexible architecture for multiple funding sources

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Service Directory Matrix

- Operating Platform
 - Microsoft Windows 2003 Server
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - Microsoft Visual Interdev 6.0
 - Microsoft Front Page 2000
 - Internet Information Server 6.0
- Application Functionality
 - Integrated with the practitioner enrollment system
 - Practitioners and agencies request password online
 - Practitioner or an agency representative may:
 - Enter Practitioner's availability to perform services
 - Enter the counties and zip codes Practitioners serve
 - Enter languages spoken and language fluency
 - Request demographic modifications online
 - Enter years of pediatric experience
 - Describe the Part C services performed and the service locations
 - Request educational, licensure and certifications online
 - Enter free-form comments into their matrix
 - Searches may be performed:
 - By county, zip code, specialty, service, language spoken and availability
 - By Practitioner's last name
 - By closed Practitioner account
 - Help information is available online
 - Part C Program information is available
 - Collects feedback from the community and Program stakeholders
 - Misc. Practitioner enrollment and Program documents are easily available
 - Fund recovery reports are securely available online
 - Program contact information is available online

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Required Software Components

- Operating Platform Software
 - Microsoft Windows 2000 Server(s)
 - Microsoft Windows 2003 Server(s)
 - Microsoft SQL Server 2000
 - Microsoft BizTalk Server 2002
 - Microsoft BizTalk Accelerator for HIPAA
 - Microsoft IIS 6.0
 - Microsoft Windows XP
- Development Environment
 - Microsoft Visual Basic 6.0 SP 5
 - Microsoft Visual Interdev 6.0
 - Microsoft Visual C++ 6.0 SP 5
 - Microsoft Front Page 2000
 - Microsoft .NET
 - Active Reports
 - Crystal Reports
 - Java 2
 - Microsoft Reporting Services

Documentation

- Claims System Documentation
- RAU User Manual
- Database Dictionary

The above description merely describes the current technological and architectural status of the Indiana First Steps Architecture and is not intended to preclude changes, modifications or additions under the terms of the Memorandum Of Understanding.

REQUEST FOR PROPOSAL

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Bureau for Public Health
Office of Maternal, Child and Family Health
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Attachment E: File Layout

EFT/CHECK FILE LAYOUT – 300 POSITIONS

01 BIRTH-TO-THREE-FILE.

05 PROVIDER-ID-NUMBER PIC X(10)	10	1-10 UNIQUE PROVIDER-ID NUMBER (Left-justify – Fill on Right with SPACES)
05 TOTAL-AMOUNT-CHECK PIC9(8)V99	10	11-20 TOTAL AMOUNT OF PAYMENT (NUMERIC) (Dollars and Cents) (Right Justify-Fill on Left with ZEROES)
05 REMITTANCE-DATE PIC 9(8) (MMDDYYYY)	8	21-28 DATE FILE CREATED
05 REMITTANCE-NUMBER PIC X(7)	7	39-35 REMITTANCE AND/OR REFERENCE NUMBER (Left –justify – Fill on Right with SPACES)
05 PAYMENT-METHOD-IND PIC X(1)	1	36 PAYMENT METHOD INDICATOR '1'= PRINTED CHECK '2'= EFT
05 PAYMENT-COST-CENTER PIC X(1)	1	37 PAYEMNT 'COST' CENT' ID CODE CODE '1'= DHHR COST CENTER
05 PROVIDER-NAME PIC X(25)	25	38-62 NAME OF PROVIDER
05 PROVIDER-ADDRESS-1 PIC X(25)	25	63-87 PROVIDER STREET ADDRESS-1
05 PROVIDER-ADDRESS-2 PIC X(35)	35	88-122 PROVIDER STREET ADDRESS-2
05 PROVIDER-CITY-STATE PIC X(23) CITY/STATE	23	123-145 PROVIDER ADDRESS-
05 PROVIDER-ZIP-CODE PIC X(9)	9	146-154 ZIP CODE (9-DIGITS) 5-DIGIT ZIP CODE 4-DIGIT ZIP CODE (OR SPACES)

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Office of Maternal, Child and Family Health
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Attachment F: Regional Administrative Units

Region I – Regional Administrative Unit
Catholic Charities West Virginia
2000 Main Street, Suite 121
Wheeling, WV 26003

Region II – Regional Administrative Unit
The Arc of Mid Ohio Valley
912 Market Street
Parkersburg, WV 26101

Region III – Regional Administrative Unit
River Valley Child Development
1701 5th. Avenue
Charleston, WV 25387

Region IV – Regional Administrative Unit
River Valley Child Development
611 7th. Avenue, Suite 100
Huntington, WV 25701

Region V – Regional Administrative Unit
Mountain Heart Community Services
1200 Harrison Avenue, Suite 220
Elkins, WV 26241

Region VI – Regional Administrative Unit
Mountain Heart Community Services
25 Red Oak Shopping Center
Lewisburg, WV 24901

Region VII – Regional Administrative Unit
Mountain Heart Community Services
Princeton, WV 24740

Region VIII – Regional Administrative Unit
RESA VIII Child Development Services
109 South College Street
Martinsburg, WV 25401

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: _____

RFQ No. MCH13031STATE 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** _____

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Rev. 9/11

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: _____

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Rev. 9/11

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

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT
P.O.# MCH13031

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

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.: MCH13031

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 acknowledgment should be submitted with the bid to expedite document processing.