



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

Solicitation

NUMBER
SOS201209

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

V E N D O R
RFQ COPY TYPE NAME/ADDRESS HERE

S H I P T O
SECRETARY OF STATE BUILDING 1, ROOM 157K 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0770 558-6000

DATE PRINTED

12/06/2012

BID OPENING DATE:

01/17/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-62		
CLOUD BASE CAMPAIGN REPORTING SYSTEM						
REQUEST FOR SOLICITATION (RFQ)						
THE AGENCY THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY THE WEST VIRGINIA SECRETARY OF STATE IS SOLICITING BIDS FOR AN OPEN-END CONTRACT FOR A CLOUD BASED SOFTWARE AS-A-SERVICE SOLUTION FOR THE MANAGEMENT OF CAMPAIGN FINANCE REPORTING PER THE ATTACHED.						
***** THIS IS THE END OF RFQ SOS201209 ***** TOTAL:						

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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 19, 2012 at 2:00 PM. EST.

Submit Questions to: Guy Nisbet, Senior Buyer
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@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 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 17, 2013 at 1:30 PM. EST.

Bid Opening Location:

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

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

GENERAL TERMS AND CONDITIONS:

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

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on

 and extends for a period of 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 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

| | **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of []. The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

| | **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

| | **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

| | **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

[] **Commercial General Liability Insurance:**
[\$1,000,000.00] or more.

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

[] []

[] []

[] []

[] []

[] []

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

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

[]	
[]	
[]	
[]	

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

	for	

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.

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.

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

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

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

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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

REQUEST FOR QUOTATION

RFQ-SOS201209

Cloud-based Campaign Finance Reporting System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Secretary of State and any other state agency that desires to utilize this contract to establish an open-end contract for a cloud-based software-as-a-service (SAAS) solution for the management of campaign finance reporting by candidates, candidates' committees and other political committees. The resulting Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in each of the 55 counties for the purposes specified.

2. **DEFINITIONS:** The terms listed below have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Amended report"** means a report which includes additional or changed data submitted by the user subsequent to the initial filing of a report. Amended reports may be submitted at any time following the initial submission of a report. An amended report can be submitted against the initially-submitted report or against another amended report.

 - 2.2 **"Cloud-based"** means that the infrastructure for provisioning the campaign finance reporting system is provided by a third-party, whose business is to provide Infrastructure-as-a-service (IAAS).

 - 2.3 **"Database Data Dictionary"** defines the basic organization of a database and lists all files/ tables in the database and the names, length and types of each field.

 - 2.4 **"Election Cycle"** means all elections in an election year, including both the primary and general elections.

 - 2.5 **"EMS"** means the WVSOS ElectionNet Election Management System database which contains all information relating to candidates, committees, and election cycles.

 - 2.6 **"Final report"** means the report filed by the treasurer of a candidate's committee or other political committee for the purposes of indicating the committee has a balance of zero (0) dollars and no outstanding debt. The filing of a final report ends all reporting requirements of the associated committee. A final report must be affirmatively

indicated as such by the user. Any report with a balance of zero (0) dollars with no outstanding debt which is not affirmatively indicated as a final report by the user, will not be considered a final report.

2.7 “**Primary account holder**” means individual legally designated as the treasurer for the political committee utilizing the system.

2.8 “**System**” means the solution provided by the vendor.

2.9 “**Waiver**” means a filing by a candidate or committee in lieu of a campaign finance report. Waivers are permitted when a candidate or committee has less than \$500.00 total combined contributions and expenditures to report during specified reporting periods: First Primary, First General, and Annual.

3. GENERAL REQUIREMENTS:

3.1 **Desired Items and Mandatory Requirements:** Vendor shall provide Agency with the desired Items listed on a continuing and an open-ended basis. Desired Items must meet or exceed the mandatory requirements as shown below.

3.1.1 System/Software Functional Requirements

3.1.1.1 System must import and synchronize candidate and committee information from EMS.

3.1.1.2 System must provide for additional users (with username and password credentials) set up by and subservient to the primary account holder. These accounts must provide for specific roles for each user including, but not limited to, data entry and read only.

3.1.1.3 System must automatically generate username and password credentials linked to the candidate identification number in EMS, and allow the user to change both the username and password on first login. The system-generated credentials must be encrypted using industry standard encryption and/or one-way hashing routines and automatically be sent to the email address on record for the candidate, candidate’s committee, or other political committee if an email address is provided in EMS.

3.1.1.4 System must provide the ability for each authorized user to change their password by responding to the question, “Forgot Password?”, which then sends

an e-mail to the corresponding account with a link to a web page that allows for the change.

3.1.1.5 If user has multiple open campaign accounts for different election cycles, the user must have only one login to the system to access all campaign accounts (designated by election year). The user would then select the particular campaign account with which he/she chooses to work. Distinction of each web page within an election-cycle report must be apparent.

3.1.1.5 System must adhere to West Virginia-specific laws, rules and forms, and be customizable to accommodate future law, rule and forms changes. (For specifics, refer to W.Va. State Code §§3-8-1, *et. seq.*)

3.1.1.6 System must allow each user to enter information for any/ all election cycles to be stored but not submitted prior to or following a specific reporting period.

3.1.1.7 System must restrict user to submit report during or after specific unique time periods as required by law and provided by the Secretary, and a final report or amended report at any time. Report totals and balances from a submitted report must forward to the next reporting period.

3.1.1.8 If a user submits an amended report for any reporting period, the system must carry forward the amended balance to the subsequent reporting period. The system must notify the user of his/her responsibility to submit amended reports for any and all reporting periods for which information has changed due to the submission of an amended report. The system must restrict the user from submitting any new reports until all prior reports are amended as necessary.

For example: The user files a P1, P2, P3 and G1 report. The user amends the P2 report. The amendment to P2 requires amendments to P3 and G1. The user must be restricted from submitting the G2 report until the user has submitted the required amendments to the P3 and G1 reports.

3.1.1.9 System must allow users to submit information on loans including, but not limited to, the source, initial amount, and payments toward the balance. A scanned copy of the loan document must be stored and indexed with the account. The scanned copy will be provided by the Secretary of State's office.

3.1.1.10 System must allow users to submit a waiver during specified reporting periods.

3.1.1.11 System must require specific information about donors based on contribution levels, prompt users to enter the information, and provide warning or error messages indicating data has not been entered in a required field.

3.1.1.12 System must store contributor and expenditure recipient information to allow reuse of the same individual/company in future reporting – allowing users to indicate that this information has been used before.

For example: John Smith donates \$250 to a campaign on 2/1/12 then donates another \$500 on 3/1/12. The system should allow the user to link the two contributions to provide an aggregate total.

3.1.1.13 System must aggregate linked totals and provide appropriate warnings to the user when any one contributor exceeds \$1,000.00 in contributions for any one Primary or General Election.

3.1.1.14 System must allow scanned documents to be attached/indexed to a particular candidate/committee and viewed on the public interface. Scanned images should be stored in .tiff and presented in .pdf, and will be provided by the Secretary.

3.1.1.15 System must provide a summary review of all entries for a single reporting period and allow for review and editing prior to final submission.

3.1.1.16 System must have the ability to adapt the reporting and other parameters to Public Finance law: (W.Va. State Code §§3-12-1, *et. seq.*)

3.1.1.16.a Different reporting periods for exploratory, qualifying and regular campaign periods,

3.1.1.16.b Allow entry of contributors for exploratory and qualifying contributions and requires all information legally necessary; and,

3.1.1.16.c Allow written receipts to be indexed to the filing.

3.1.1.17 System must provide functionality for candidates and committees to download a system-provided standard bulk data format for their personal campaign accounting that also provides the output format required for the ability to upload their data in bulk. NOTE: Format must be available by March 1, 2013, to provide to committee treasurers for use in the March 2013 filing period. Samples with minimum required fields have been provided in Appendices D, E and F.

3.1.1.18 System must date/time stamp submitted reports and display the date/time stamp in the public view. See attached sample at Appendix G.

3.1.1.19 System must provide email reminders to candidates and treasurers of specific events and deadlines.

3.1.1.20 System must provide a tool for correspondence/messaging within the system between end users and system administrators.

3.1.1.21 System must provide account-creation for and reporting of independent expenditures and electioneering communications as defined in W.Va. State Code §§3-8-2, and 3-8-2b.

3.1.1.22 System must be able to report against all historical election candidate data. The current in-house-developed software solution which the system will replace houses and presents data for candidates from previous elections and their campaign finance data. The system must house and display this data. Conversion of active accounts is required by the date the system is available to the public. Conversion of inactive account data must be completed at a time agreed upon by the purchaser and the vendor.

3.1.1.23 System must allow paper copies of campaign finance reports to be indexed to a candidate/committee and available for retrieval and display.

3.1.2 System/Software Technical Requirements

3.1.2.1 Source code, as modified to include agreed-upon enhancements, must be held in escrow.

3.1.2.2 System must target web platform standards using XHTML 1.0 or higher and Cascading Style Sheets 2 or higher; no browser-specific or platform-specific code (e.g. ms-office html tags, Microsoft JScript code), except for CSS formatting, is to be used to support general delivery of web pages to users.

3.1.2.3 System must be interfaced by web-browser. Sensitive data (authentication credentials, personally-identifiable information, etc) must never be captured outside of a TLS-encrypted session; application server shall target Windows 2008R2 or higher.

3.1.2.3 System must stay current on service packs and hot fixes.

3.1.2.4 Database query parameters cannot be passed using string concatenation. All arguments must be passed using explicit database

parameters. All temporary database connections must be disposed of at the end of scope.

3.1.2.5 Database must adhere to First, Second, and Third Normal forms, utilizing keys, indexes, and constraints to ensure data quality.

3.1.2.6 Data must be securely written to and from a SQL 2012 database.

3.1.2.7 A copy of all data in the system database must be replicated to a designated WVSOS server. Replication must be in real time during scheduled reporting periods.

3.1.2.8 System must provide, at a minimum, redundancy and replication with system access to two off-site locations as part of the cloud-based inheritancy for maximum accessibility.

3.1.2.9 System must provide a public interface that conforms to standard WVSOS website design aesthetics (screenshot attached as Appendix A).

3.1.2.10 Vendor must provide a database data dictionary in electronic format and provide updates as modifications are made to the system.

3.1.2.11 Vendor must provide a development and test environment for enhancements and "fixes" to be fully tested before placed in production. All enhancements and "fixes" must receive formal acceptance from the Secretary before being placed in production.

3.1.3 Report-Generating Requirements – The Vendor must provide the ability for the WVSOS System Administrator to produce the following:

3.1.3.1 Reports of late/non-filers.

3.1.3.2 Labels for mailings based on ad-hoc selection criteria.

3.1.3.3 Internal audit of activity in all accounts.

3.1.3.4 User-provided data must be available for download in the following formats: XML, HTML, Excel, delimited.

3.1.3.5 Public interface must provide users a comprehensive search option: candidate, committee, independent expenditures, electioneering communications, contest (including district), party, and/or by contributor.

Results of these searches must be printable in .pdf format and produce downloadable data in XML, HTML, Excel and delimited data formats.

3.1.3.6 In addition to the reports detailed above the system must provide an ad-hoc reporting tool of any/all data for back-office use.

3.1.4 Platform Requirements

3.1.4.1 The cloud provider must be ISO 27001-, SSAE16-, and ISAE 3402-certified.

3.1.4.2 Access Control must be role/user based.

3.1.4.3 Every transaction in the system must have an audit trail. Audit information must be provided to WVSOS in on-demand reports. Audit information must include, but is not limited to, the record of any activity in a specific account, the user who conducted the activity, and the date and time the activity was conducted.

3.1.4.4 Personal user data, including password and Social Security Numbers, must be encrypted in the database and not available for public display.

3.1.4.5 The Secretary's software solution instance must be isolated from others utilizing the same cloud.

3.1.4.6 Vendor must specify the number of locations to which the application is replicated for purposes of Business Continuity and Disaster Recovery.

3.1.4.7 Vendor must guarantee system up-time of 99.9% and fees must include a formula for refund of costs if up-time requirements are not met.

3.1.4.8 At the end of the Contract and any agreed-upon option years, all data must be transferred to the Secretary within thirty (30) days and upon confirmation of successful receipt by the Secretary, immediately removed from vendor's platform.

3.1.5 Other Requirements

3.1.5.1 System must provide online Help in the form of Frequently Asked Questions and answers for both public and internal sites.

3.1.5.2 Must provide "train-the-trainer" sessions for both Elections Staff (10 people), system administrators (2) and technical users (6 people) totaling 50 hours that can be conducted in person at the Agency's Charleston, WV. Office or by electronic means (vendor's response must indicate method of training).

3.1.5.3 Training documents and system documents must be available and provided in electronic format with rights to copy.

3.1.5.4 All previously-developed documentation pertinent to use of the system as developed and customized for use in WV must be provided.

3.1.5.6 Vendor must provide 24/7 on-call telephone support to the WVSOS during candidate/committee reporting periods.

3.1.5.7 Vendor must provide sample Licensing Agreement. The Secretary prefers it be provided with the bid. If it is not provided with the bid, it should be provided within 2 business days upon request.

3.1.5.8 It is the Agency's intent to allow counties and/or municipalities to be sub-licensees of the system. Under this arrangement may authorize one or more sub-licensees at any time during the contract period. This would allow candidates and other committees who file campaign finance reports with the county clerk or municipal clerk/recorder to utilize the system for the purposes of submitting reports. The Vendor must provide for the ability to add sub-licensees and indicate the any increased cost for monthly maintenance in the appropriate line item on the pricing page.

3.1.5.9 Vendor will have 90 calendar days from notice to proceed to perform implementation including the conversion of data and electronic copies of paper files for all active accounts. Vendor will have 240 calendar days from notice to proceed to complete the conversion of all data and electronic copies of paper files for all inactive accounts. Maintenance shall be added upon successful implementation and acceptance of the system by the Agency. Acceptance shall be defined as a written or electronic communication from a individual within the Agency authorized to perform such duty, indicating the system has been fully tested by the Agency and functions as required.

4. CONTRACT AWARD

- 4.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Desired Items. The Contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 **Pricing Pages:** Vendor should complete the pricing pages by indicating the cost of all Desired Items on the Pricing Page. Vendor must indicate a unit price, number of units, and extended cost for each item on the Pricing Page. Vendor should complete the Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation. The Pricing Page was created as a Microsoft Word table, and Vendor can request an electronic copy for bid purposes by sending an email to the following address:

5. ORDERING AND PAYMENT

- 5.1 **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

Pricing Page				
	A.	B.	C.	D.
	Module/Service	Unit Price	Number of Units	Extended Cost
1.	Statewide License	\$	1/each	\$
2.	Pre-implementation customization	\$	1/each	\$
3.	Hourly rate for additional customization services post-implementation.	\$	40 hours	\$
4.	Cloud Hosting Charges	\$	1/each	\$
5.	Integration with ElectioNet EMS	\$	1/each	\$
6.	Data conversion and Paper File conversion for active accounts	\$	1/each	\$
7.	Data conversion and Paper File conversion for inactive accounts	\$	1/each	\$
8.	Implementation costs: onsite design requirement session; onsite deployment; onsite train-the-trainer sessions; offsite train-the-trainer sessions	\$	1/each	\$
9.	Per-month charges (First 36 months) :	\$	36 months	\$
10.	Per-month charges (Renewal Year 1):	\$	12 months	\$
11.	Per-month charges (Renewal Year 2):	\$	12 months	\$
12.	Per-month charges (Renewal Year 3):	\$	12 months	\$
13.	Additional monthly charge for a sub-licensee per 3.1.5.8:	\$	12 months	\$
14.	TOTAL			\$

Instructions for Completing the Pricing Page:

1. Vendor must indicate the initial cost, if any, of the statewide license for use of the system.
2. Vendor must indicate the total cost, if any, of all customization necessary to implement the system based on the requirements of this request for quotation.
3. Vendor must indicate the hourly rate at which the Agency will be charged for any post-implementation customization not included as part of this request for quotation.
4. Vendor must indicate the total cost, if any, charged to the Agency for hosting the system in a cloud environment.

5. Vendor must indicate the total cost, if any, to integrate with ElectioNet EMS for the purposes outlined in 3.1.1.1.
6. Vendor must indicate the total cost, if any, to convert electronic data and electronic copies of paper filings for active accounts only.
7. Vendor must indicate the total cost, if any, to convert electronic data and electronic copies of paper filings for inactive accounts only.
8. Vendor must indicate the cost, if any, of one on-site design requirement session, one on-site visit for deployment, any training sessions in compliance with 3.1.5.2.
9. Vendor must indicate the cost, if any, of all monthly maintenance and support of the system for the first 36 months of the contract.
10. Vendor must indicate the cost, if any, of all monthly maintenance and support of the system for the first renewal year of the contract.
11. Vendor must indicate the cost, if any, of all monthly maintenance and support of the system for the second renewal year of the contract.
12. Vendor must indicate the cost, if any, of all monthly maintenance and support of the system for the third renewal year of the contract.
13. Vendor must indicate the monthly cost, if any, of adding a county or municipality as a sub-licensee.
14. Vendor must indicate the total price by adding the amount from column "D" from each line item from 1 through 13. This will provide the Agency with a clear picture of the multi-year, extended cost of the system for the purposes of evaluating the bid.

Appendix A:

West Virginia Secretary of State
Natalie E. Tennant

West Virginia Secretary of State — Online Data Services

Campaign Finance Online Reporting System

Welcome

This site provides candidates and political action committees (PACs) with the ability to file required financial reports on-line with the Secretary of State's Office. This site may contain confidential and privileged information; therefore, **any unauthorized review, use, disclosure or distribution is prohibited**. If you are not an intended recipient of this system, please exit now.

Log In To System

To begin, type in your CFRS username and password

Enter your username and password

Username:

Password:

If you forgot your password, you can have it e-mailed to you here. For authorization to use the Campaign Finance Reporting System Online contact the Elections Division at elections@wvso.com or by telephone at [304-555-6300](tel:304-555-6300)

Contact Information

Office Hours:	8:30 a.m. — 5:00 p.m., Monday — Friday
E-mail Address:	elections@wvso.com
Elections Division:	304-555-6300
Toll-Free:	1-800-767-6600
By Fax:	304-555-6300

WV State Agency Directory | WV Online Services | Privacy, Security & Accessibility

Appendix B:

tableName	numberOfRows	reservedSize	dataSize	indexSize	unusedSize
AmendmentStatus	7456	192 KB	160 KB	16 KB	16 KB
CFRSAutoEmail	2	24 KB	8 KB	16 KB	0 KB
CFRSRptContributions	1302122	196672 KB	196056 KB	568 KB	48 KB
CFRSRptExpenditurePayments	408800	19200 KB	19120 KB	72 KB	8 KB
CFRSRptExpenditures	419730	76216 KB	75960 KB	232 KB	24 KB
CFRSRptFundraisers	13780	2048 KB	2032 KB	16 KB	0 KB
CFRSRptLoanPayments	2389336	115384 KB	115008 KB	368 KB	8 KB
CFRSRptLoans	5037	640 KB	608 KB	16 KB	16 KB
Contributions	89997	16192 KB	12368 KB	3752 KB	72 KB
ContributionsDirty	8672	1472 KB	1424 KB	16 KB	32 KB

DocumentTypes	2	32 KB	8 KB	24 KB	0 KB
dtproperties	8	80 KB	56 KB	24 KB	0 KB
ExpenditurePayments	34091	1408 KB	1360 KB	16 KB	32 KB
Expenditures	34657	7744 KB	6360 KB	1320 KB	64 KB
ExpendituresDirty	0	24 KB	8 KB	16 KB	0 KB
Fundraisers	1019	264 KB	160 KB	88 KB	16 KB
IndexQueue	0	88 KB	64 KB	24 KB	0 KB
LoanPayments	424	40 KB	24 KB	16 KB	0 KB
Loans	622	128 KB	72 KB	16 KB	40 KB
IstAddressTypes	2	32 KB	8 KB	24 KB	0 KB
IstBallotLocations	2	32 KB	8 KB	24 KB	0 KB
IstCategories	8	32 KB	8 KB	24 KB	0 KB
IstContactTypes	5	32 KB	8 KB	24 KB	0 KB
IstContributionTypes	4	24 KB	8 KB	16 KB	0 KB
IstCounties	55	48 KB	8 KB	40 KB	0 KB
IstExemptions	3	24 KB	8 KB	16 KB	0 KB
IstFiledByTypes	3	32 KB	8 KB	24 KB	0 KB
IstFilingTypes	41	40 KB	16 KB	24 KB	0 KB
IstNominations	4	32 KB	8 KB	24 KB	0 KB
IstNumbers	74	48 KB	8 KB	40 KB	0 KB
IstOffices	33	40 KB	16 KB	24 KB	0 KB
IstPACTypes	8	32 KB	8 KB	24 KB	0 KB
IstParties	13	48 KB	8 KB	40 KB	0 KB
IstPurposes	46	24 KB	8 KB	16 KB	0 KB
IstReportTypes	29	32 KB	8 KB	24 KB	0 KB

IstStates	51	32 KB	8 KB	24 KB	0 KB
IstTicketCodes	3	32 KB	8 KB	24 KB	0 KB
PeriodBalances	11288	640 KB	576 KB	16 KB	48 KB
PeriodBalances_bak	7028	328 KB	312 KB	8 KB	8 KB
PeriodBalances2_bak	7278	328 KB	320 KB	8 KB	0 KB
Periods	73	24 KB	8 KB	16 KB	0 KB
Settings	0	0 KB	0 KB	0 KB	0 KB
sysdiagrams	1	136 KB	112 KB	24 KB	0 KB
tblBallotOffices	65	40 KB	16 KB	24 KB	0 KB
tblCandidates	3646	784 KB	592 KB	192 KB	0 KB
tblContacts	13153	2048 KB	2008 KB	16 KB	24 KB
tblContactsBackup	4998	712 KB	688 KB	8 KB	16 KB
tblDistrictCounties	857	320 KB	80 KB	192 KB	48 KB
tblDistricts	290	96 KB	32 KB	64 KB	0 KB
tblFilings	6362	1824 KB	1056 KB	384 KB	384 KB
tblIPACContacts	1606	448 KB	312 KB	80 KB	56 KB
tblIPACFilings	1724	568 KB	344 KB	56 KB	168 KB
tblIPACReports	12863	3792 KB	3288 KB	240 KB	264 KB
tblIPACs	1218	304 KB	208 KB	48 KB	48 KB
tblReports	11789	3672 KB	2984 KB	440 KB	248 KB
tblReturns	65765	5112 KB	3224 KB	1824 KB	64 KB
tblRunningMates	2608	48 KB	40 KB	16 KB	0 KB
tbUploadInfo	187	40 KB	24 KB	16 KB	0 KB
tbUploadRecords	30645	896 KB	864 KB	16 KB	16 KB
Users	1041	104 KB	80 KB	16 KB	8 KB

Appendix C:**Users**

LogonName
 Password
 User Type
 User_ID
 Active
 RecordID
 Email
 CurrentReport
 SecQuestion
 SecAnswer

tbUploadRecords

UploadID
 RecordID

tbUploadInfo

UploadID
 PeriodID
 LogonName
 Filename
 UploadDate
 UploadStart
 UploadEnd
 UploadType

Appendix D (expenditures):

Field Description	Data Type	Length	Format	Valid Range	Null Values Allowed	Comments
Date of Transaction						
Purpose						
Amount of Expenditure						
Paid To						
Address1						
Address2						
City						
State						
Zip Code						

Appendix E (contributions):

Field Description	Data Type	Length	Format	Valid Range	Null Values Allowed	Comments
Transaction Date						
Fundraiser Name						To be defined
Fundraiser Date						
Contribution Type						
Contributor Name						
Contribution Amount						
Contributor's Occupation						Required if Amount > \$250
Contributor's Employer						
Affiliation						
Contributor's Physical Address1						
Address2						
City						
State						
Zip Code						
Contributor's Mailing Address1						
Address2						
City						
State						
Zip Code						

Appendix F (fundraisers):

Field Description	Data Type	Length	Format	Valid Range	Null Values Allowed	Comments
Event Date						
Event Name						
Description						
Event Location						
Address 1						
Address 2						
City						
State						
Zip Code						
Total Amount Raised						

Appendix G:

nds:	\$200.00
	\$4,700.00

DISBURSEMENT OF EXCESS FUNDS

nds	Purpose of Disbursement	Amount
	Total Disbursement of Excess Funds:	\$0

UNPAID BILLS

Purpose	Amount
Reimbursement for wages	\$1,000.00
Advertising	\$2,675.82
Consulting	\$4,273.86
Printing	\$2,423.02
Total Unpaid Bills:	\$10,372.70

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 Filed With West Virginia Secretary of State
 Tuesday, June 19, 2012 7:01:34 AM

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.: SOS201209

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

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

State of West Virginia VENDOR PREFERENCE CERTIFICATE

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

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
- 7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: _____ Signed: _____

Date: _____ Title: _____

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

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

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____