



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

State of West Virginia Master Agreement

Order Date: 04-19-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0314 0314 HST2200000003 1	Procurement Folder:	931454
Document Name:	Safety Information System Service Computer System	Reason for Modification:	
Document Description:	Safety Information System Service Computer System		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-09-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-08-31

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000205334	Requestor Name:	Kimberly L Miller
MPL CORP		Requestor Phone:	(304)352-4126
PO BOX 2226		Requestor Email:	kimberly.l.miller@wv.gov
BUCKHANNON	WV		
US	26201		
Vendor Contact Phone:	304-472-9520		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

22

FILE LOCATION _____

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE	OFFICE OF MINERS HEALTH, SAFETY, AND TRAINING
OFFICE OF MINERS HEALTH SAFETY AND TRAINING	STE 2
1900 KANAWHA BLVD EAST	7 PLAYERS CLUB DR
BLDG. 3 SUITE 600	CHARLESTON
CHARLESTON	WV 25311
US	US

4-29-22 Box

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

TW 4/21/22

PURCHASING DIVISION AUTHORIZATION

DATE: 4-29-2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 5/8/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 5-9-22
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Open-End Contract

Safety Information System Service Computer System

The vendor, MPL Corporation, agrees to enter into this open-end contract with the agency, The West Virginia Office of Miner's Health, Safety & Training (OMHST) to provide support and maintenance to existing Safety Information System per the specifications, terms and conditions, bid requirements, and the vendor's submitted and accepted bid on 03/29/2022, per the attached documentation, all incorporated herein by reference and a part of hereof

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81110000			MO	9750.000000
	Service From	Service To			

Commodity Line Description: Safety Information System**Extended Description:**

Safety Information System:

Enable WV)MHST User Access to Database Information System

12 months x \$9750.00 per month as per pricing page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81110000			HOUR	116.250000
Service From		Service To			

Commodity Line Description: Continued Support and Maintenance**Extended Description:**

Continued Support and Maintenance \$116.25 per hour

as per pricing page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81110000			HOUR	116.250000
	Service From	Service To			

Commodity Line Description: Data Processing Support Activities**Extended Description:**

Data Processing Support Activities- \$116.25 per hour

as per pricing page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81110000			HOUR	116.250000
Service From		Service To			

Commodity Line Description: General System Support and online reporting**Extended Description:**

General System Support and online reporting \$116.25 per hour

as per pricing page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81110000			HOUR	98.810000
	Service From	Service To			

Commodity Line Description: Web-Based Reporting

Extended Description:

Web-Based Reporting
\$98.81 per hour
as per pricing page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81110000			HOUR	116.250000
	Service From	Service To			

Commodity Line Description: New System Migration

Extended Description:

New System Migration
\$116.25 per hour
as per pricing page

	Document Phase	Document Description	Page 4
HST2200000003	Draft	Safety Information System Service Computer System	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

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

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

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

2.9. "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: The Initial Contract Term will be for a period of One Year, with an effective start date of Sept. 1 2022. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____
Revised 02/08/2022

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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. 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.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Deborah Sweda, CEO

(Name, Title)

Deborah Sweda, CEO

(Printed Name and Title)

PO Box 2226, Buckhannon, WV 26201

(Address)

(304) 472-9520 (P) / (304) 472-9546 (F)

(Phone Number) / (Fax Number)

dsweda@mpl.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

MPL Corporation

(Company)

Deborah Sweda, CEO

(Authorized Signature) (Representative Name, Title)

Deborah Sweda, CEO

(Printed Name and Title of Authorized Representative)

03-09-2022

(Date)

(304) 472-9520 (P) / (304) 472-9546 (F)

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ HST22*6

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

MPL Corporation

Company

Deborah Sweda, CEO

Authorized Signature

03-29-2022

Date

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

REQUEST FOR QUOTATION
Safety Information System

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Miners' Health, Safety & Training (WVOMHST) to establish an open-end service contract to support and maintain the existing Safety Information System (SIS) until the WV Office of Technology completes the new information system. In addition to providing support for the existing information system, the vendor must be able to participate in planning meetings and documentation preparation to support the transition. The vendor must be able to explain the existing system to the software engineers designing the new system. This contract would begin September 1, 2022.

The Safety Information System consists of several different pieces. The bulk of the system was developed using the JANZABAR Data Management System (DMS) on a Digital Equipment Corporation VAX computer running Digital VMS. It was transferred to a modern server running Windows server software (including virtual machine capability) together with a Vax emulator package known as Charon Vax.

The SIS also includes an application that collects data from mine operators and contractors via the Internet. The information is stored on a secure server, located behind the current vendor's firewall. This server is updated with all security patches as they become available. Routines that run on the SIS update the appropriate SIS files with data received on the server from the Web once the data has been validated. The application was written in and uses Lotus Notes for server-side processing.

An application to create, validate, process and store miner's certification cards is also part of the SIS. This application was developed in Powerbuilder and works in conjunction with routines that run on the SIS to ensure the integrity of the certification card printing process.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Services"** means support and maintenance for the current Safety Information System. Assist in the transition/migration to the new information system that is being developed. as more fully described in these specifications.
 - 2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "SIS"** means the current Safety Information System.
 - 2.5 "WVOMHST"** means West Virginia Office of Miners' Health, Safety & Training.

REQUEST FOR QUOTATION
Safety Information System

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1.** The SIS runs in a VMS environment on a Windows server using the Charon Vax emulator Software. Vendor should have 5+ years' experience with both VMS and Charon Vax.
- 3.2.** The SIS consists of several different pieces. The bulk of the system was developed using POISE-DMS by JANZABAR. To maintain the existing system and make any additions required during the contract period, the vendor should have 5+ years' experience with the POISE-DMS software.
- 3.3.** The SIS includes an application that collects data from mine operators and contractors via the Internet. The information is stored on a secure server, located behind the current vendors' firewall. The server is updated with all security patches as they are available. Routines that run on the SIS update the appropriate SIS files with data received on the server from the Web once the data has been validated. Access to the server is username and password protected, with users authorized solely by WVOMHST. The application was written in and uses Lotus Notes for server-side processing. The vendor should have 5+ years' experience in Lotus Notes programming.
- 3.4.** An application to create, validate, process, and store miners' certification cards is also part of the SIS. This application was developed in Powerbuilder and it works in conjunction with routines that run on the SIS to ensure the integrity of the certification card printing process.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1.1** Vendor must enable WVOMHST user access to SIS.
- 4.1.2** The primary responsibility of the vendor shall be to work cooperatively with the WVOMHST in continued support of the project to maintain the server-based management information system for the WVOMHST.
 - 4.1.2.1** Vendor must provide continued support for the project staff in the use of the VMS operating System, POISE Data Management System, and other software as deemed appropriate for the continued progress in this project.

REQUEST FOR QUOTATION
Safety Information System

- 4.1.2.2** Vendor must provide assistance in developing the necessary files, forms, screens, menus, and specialized reports that WVOMHST staff deem necessary. This work will be performed as necessary to ensure that the system remains responsive to the agency's needs.
- 4.1.2.3** Vendor must assist, when necessary, in demonstrations of SIS for outside agencies. This may involve travel offsite. Travel most likely will be to the Main Office, located in Charleston, West Virginia. Travel should be built in to the total bid amount.
- 4.1.2.4** Work with WVOMHST personnel in evaluating and designing improvements to the system.
- 4.1.2.5** Vendor must make available on the SIS server the software necessary for the smooth function of the SIS, including the POISE Data Management System, a proprietary product of the POISE Product Center of Jenzabar, Inc., Lotus Notes by IBM; and the Powerbuilder by (Powersoft) application and support files. This software is available at all times that the server is in operation (24 hours per day, seven days a week, except for rare instances of planned maintenance).
- 4.1.2.6** Vendor must support VMS, the operating system which provides the SIS system-level capabilities such as username/password login protection (for complete system security), text processing, device-to-device file copy routines, data backup routines, online help routine, and so on.
- 4.1.3** The vendor must perform the following tasks to support SIS data processing:
 - 4.1.3.1** Vendor must meet with users periodically to identify needed improvements to the SIS applications where time and feasibility analyses support such improvements.
 - 4.1.3.2** Vendor must develop new menus for specific user applications.
 - 4.1.3.3** Vendor must maintain, extend, modify, and/or archive existing system data files.
 - 4.1.3.4** Vendor must maintain and/or modify existing file-maintaining and list-producing batch jobs.

REQUEST FOR QUOTATION
Safety Information System

- 4.1.3.5** Vendor must maintain, modify, and/or augment existing menus for easy data entry and information review.
- 4.1.3.6** Vendor must maintain and/or modify existing command procedure files that allow the user to issue simple commands to perform complex tasks.
- 4.1.3.7** Vendor must support the end-of-the-year tasks:
 - 4.1.3.7.1** Run file edits of all current year's files.
 - 4.1.3.7.2** Run the jobs to produce the permit extensions.
 - 4.1.3.7.3** Run the jobs to produce the annual report.
 - 4.1.3.7.4** Describe all the new year's files.
 - 4.1.3.7.5** Create all the new year's screens.
 - 4.1.3.7.6** Modify all batch jobs to run off the new files.
 - 4.1.3.7.7** Modify all menus to include the new year's files.
- 4.1.3.8** Vendor must develop any special reports, data files, and/or screen formats that the WVOMHST specifies, subject to the available personnel time as specified in the budget.
- 4.1.3.9** Vendor must produce machine-readable copies of any data, as required by the WVOMHST.
- 4.1.4** Vendor must support the following general system activities:
 - 4.1.4.1** Vendor must support and maintain the server-based system that enables monthly reporting by operators and independent contractors of production and/or employment information. The employment information does not contain any personal information.
 - 4.1.4.2** Vendor must update and maintain group login file.

REQUEST FOR QUOTATION
Safety Information System

- 4.1.4.3** Vendor must plan new and old account transactions. This includes adding new usernames and folders, as well as deleting those no longer needed.
- 4.1.4.4** Vendor must perform regular system-wide and archival backups of all data stored on the system's drives; store backup copies in safe storage.
- 4.1.4.5** Vendor must maintain the system's software at the most current level consistent with the operation of all existing software.
- 4.1.4.6** Vendor must monitor system performance and review system performance reports. This includes planning and system management activities to prevent or cure degradation in system performance.
- 4.1.4.7** Vendor must provide support for the certification card printing system.
- 4.1.4.8** Vendor must support the creation, validation, processing and store miners' certification cards.
- 4.1.4.9** Vendor must review and respond to trouble reports. This must be done within the hour of receiving the trouble report. The vendor can respond to the trouble report by phone or e-mail.
- 4.1.5** Vendor must support Web-Based reporting as follows:
 - 4.1.5.1** Vendor must collect data from mine operators and contractors via the Internet and stored on a secure server, located behind the current vendors' firewall.
 - 4.1.5.2** Vendor must update all security patches as they are available.
 - 4.1.5.3** Vendor must run routines on the SIS to update the appropriate SIS files with data received on the server from the Web once the data has been validated.
 - 4.1.5.4** Vendor must provide access to the server via username and password protected, with users authorized solely by WVOMHST.
- 4.1.6** Vendor must be able to participate in planning meetings and documentation preparation to support the transition/migration to the new information system. The vendor must be able to explain completely the organization and operation

REQUEST FOR QUOTATION
Safety Information System

of the existing system to the software engineers designing the new system and must make time to attend meetings and answer questions these software engineers may have. This will include traveling to attend the meetings.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Vendor will include in their bid the cost of optional renewals for years 2, 3, and 4. Bid will be evaluated on total bid amount for all four years but only awarded for Year 1. Optional Annual renewals will be initiated on agency request authorized under the authority of the Purchasing Division.

5.3 Pricing Page: Vendor should complete the Exhibit A Pricing Page by inserting the Unit Price for each item on respective line provided, and then multiply the Estimated Quantity and placing the amount on the respective Extended Total line, then add the sums and place the total on the Total Bid Amount line. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

5.4 Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. If Vendor is submitting bid online, Vendor must submit Pricing Page as attachment. TOTAL BID AMOUNT is the amount Vendor is to enter into wvOASIS commodity line when submitting.

5.5 If responding with a paper bid, Vendors should download the electronic copy of the Pricing Pages from the wvOASIS Vendor Self-Service website and insert their unit price and total price for each line item. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

REQUEST FOR QUOTATION
Safety Information System

- 7. PAYMENT:** Agency shall pay an hourly rate and flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.
- 10. VENDOR DEFAULT:**
 - 10.1.** The following shall be considered a vendor default under this Contract.
 - 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2.** Failure to comply with other specifications and requirements contained herein.
 - 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

REQUEST FOR QUOTATION
Safety Information System

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Hayes Theiling Schreurs

Telephone Number: (304) 288-5657

Fax Number: (304) 472-9546

Email Address: htheiling@mpl.com

West Virginia Office of Miners' Health, Safety and Training

Safety Information System (SIS) Service Agreement

March 4, 2022

Signed,

Eugene White, Director
Office of Miners' Health, Safety and
Training

Signed,



Deborah Lynn Sweda, President
MPL Corporation

Background and Purpose

In April 1982, the West Virginia Department of Mines (DOM) entered into a cooperative agreement with West Virginia University and Management Information Systems, of Buckhannon, West Virginia. This agreement provided for a pilot project to computerize a few DOM files containing data related to maintaining and increasing the safety in which the West Virginia mining labor force worked. From this initial work, the viability and worth of a computer-based information system was demonstrated.

The Director of the DOM extended and expanded the scope of work, increasing fiscal support to accommodate data in a number of different areas. In addition to expansion in the area of mining health and safety, data related to oil and gas well operations were computerized using the information system. Access was also provided for the DOM regional offices during the expansion.

In June 1985, MIS Corporation was purchased by MPL Corporation, a certified women-owned business and an SBA-certified small business, which continues to provide timesharing, development, maintenance, and user support services for this undertaking. The information system was named the Safety Information System (SIS) by the committee that was formed to plan and evaluate system development and operations.

Since that time, the various changes in political administrations resulted in a succession of reorganizations. In its 1985 session, the West Virginia Legislature provided for creation of the West Virginia Department of Energy, to be formed from the DOM and units of the Department of Natural Resources. The Department of Energy reviewed the information products of the SIS and determined that continuation of the SIS was important for the successful operation of the Department.

In the late 80s, the West Virginia Legislature passed legislation that organized all existing State agencies into seven Departments, to be administered by Secretaries appointed by the Governor. Under this new legislation, the Department of Energy became the Division of Energy (DOE), a part of the State of West Virginia Department of Commerce, Labor and Environmental Resources. Under this Department, the Division of Energy (DOE), continued to use the SIS in the operation of its Oil and Gas and Health and Safety programs.

Then, in 1992, another re-organization saw the creation of the Office of Miners' Health, Safety and Training, with Oil and Gas and the remainder of the DOE (and various other environment-related agencies) combining to create the Division of Environmental Protection. Both the DEP and OMHST continued, separately, their information systems support contracts with MPL. DEP subsequently transitioned its data services to an in-house system, but OMHST has continued to use SIS productively to this date.

This Service Agreement provides for continuation of the OMHST Safety Information System for the period of September 1, 2022, to August 31, 2023.

SIS Facilities and Services

Hardware and Software Facilities

The SIS is available to the OMHST 24 hours per day, seven days per week, except during short periods of maintenance, repair, and backup.

The SIS is operated on a server system owned and operated by MPL Corporation of Buckhannon, West Virginia. MPL maintains the server and its operating systems at peak reliability.

Until May of 2013, the SIS was hosted on MPL-owned Vax hardware running the VMS operating system and the JANZABAR Data Management System (DMS). On its own initiative, beginning in May of 2012, MPL established an internal systems integration project to acquire, configure, and test a replacement for the Vax hardware that would be based upon current server hardware and Windows server software (including virtual machine capability) together with a Vax emulator package known as Charon Vax. MHST users have been operating the MHST SIS productively in that environment since that time.

As part of its long-term capital improvement plan, MPL acquired a gas-fired backup power generator in 2015 to address system access interruptions from long-term power outages such as that experienced during the derecho event in 2012. Hardware supporting the SIS has always been covered by an uninterruptible power supply, but its design is restricted to outages of less than 60 minutes duration. The backup generator addresses the need for coverage beyond 60 minutes, automatically kicking in within 15-30 seconds of the start of an outage event. Overall reliability of the SIS was improved as a result of this investment.

The SIS is operated as a private wide-area telecommunications network. This network makes the SIS available to central and regional offices located in Charleston, Westover, Danville, Welch, and Oak Hill. All sites are configured as local-area networks, and are connected to the SIS and to the Internet via State-acquired data services.

Several remote printers are currently attached to the SIS wide-area telecommunications network at each site. These printers provide high-speed printing for draft- and letter-quality documents originating on the SIS. OMHST data files will continue to be housed on MPL's storage media.

The Jenzabar DMS-Plus data management system (aka POISE) has been the primary software vehicle for applications services under the SIS. Since the SIS was started, MPL

has provided SIS access to the POISE software and has enhanced it with improvements made by the POISE Company (a division of Jenzabar, Inc.). MPL has been a source for advanced POISE training and for POISE documentation. MPL will continue to provide DMS-Plus support for the SIS under this agreement.

MPL also provides support to OMHST for its initiative to collect data from mine operators and contractors via the Internet. The required quarterly employment and production reports are accepted, processed, and stored on a secure server, located behind MPL's firewall. This server is updated with all security patches as they become available. Routines that run on the SIS update the appropriate SIS files with data received on the server from the Web once the data has been validated. Access to the server is username and password protected, with users authorized solely by OMHST.

Information Service Areas

The SIS provides information for the OMHST in the form of various reports produced from its data files. While most of the information is directly related to OMHST operations and is taken from data that various mining businesses furnish to the agency, some information is kept to assist users in successful operation of the SIS. The data files are organized in folders.

SIS folders contain many thousands of files. While some of these files are major data files, others are batch and command procedures used to create reports or data file maintenance activities. Other files are screen format files that are used to paint screens for data entry and recall. Other form files are used for custom report production.

The MINES root folder contains all data related to the OMHST's operations and also contains data related to SIS documentation and operations. Folders contained within the MINES root folder include (but are not limited to):

SISDOC. This folder contains documentation (descriptive information and instructions) concerning OMHST files and computing. Further, SISDOC contains a list of SIS users and is the folder where SIS mail distribution lists are stored. SISDOC contains an interactive help facility specific to SIS computing and menus for use by agency management.

PERSONAL. OMHST users have personal sub-folders contained in a MINES sub-folder called PERSONAL. These personal folders are used to store temporary files and reports generated by the user.

ASSESS. This folder holds information related to personal and company health and safety assessments. These assessments result from violations of WV Mining Laws cited by OMHST inspectors. The files and procedures in this folder replaced a manual assessment system, whereby assessments, assessment reductions, assessment

notifications, assessment payments, appeals and other assessment-related activities were tracked.

DEEP. This folder contains data related to the general operation of underground coal mines. The first and oldest folder under the SIS, DEEP is used to process data on around 6,300 underground mines. Files to track the issuance of special permits also reside on this folder, containing records on around 21,000 special permits. Mine ownership is also tracked on this folder in files containing ownership information for nearly 11,000 companies, 24,000 owners, and 25,000 facilities. Further, a code translation file is maintained under the DEEP folder that contains some 1,700 translations for various codes used within a number of files found on the various MINES folders.

SURFACE. The SURFACE folder provides tools for managing surface mining information and is organized in a structure parallel to the DEEP folder. Data are kept on some 7,800 surface mining permits, 370 quarries, 950 tipples/preparation plants, and 8,900 independent contractors.

SAFE. This folder contains files related to OMHST processing of the Comprehensive Mine Safety Programs submitted by mine owners and operators. The agency uses these files to conduct yearly evaluation of the programs of facilities with serious safety problems. These data files and procedures are also used to support the investigation of accidents, injuries, or fatalities.

INJ. This folder contains files related to mining accidents, injuries, and fatalities from 1980 to the present. Not only is it possible to recall specific accidents and injuries from these files, but occurrence may also be tallied in groups; for instance, by company, by region, by quarter, by type of injury, or by length of time a miner was off work because of an injury.

TON. This folder contains data related to mining production and employment from 1975 to the present. Detailed production and employment information has been entered into the system by OMHST personnel from 1983 to the present. Summary production and employment information from earlier years was entered into the system by WVGES employees, working in cooperation with the OMHST. These data files and procedures are used heavily in support of the production of the OMHST's Annual Report. Most requests for information from outside the agency involve files within this folder.

CERT. This folder contains miner certification information. The OMHST issues all of the certifications it grants using the SIS. Information is stored on the system for all types of certifications, as well as for test scores, apprentice courses, and certification test failures. There are currently records for around 450,000 certifications on the SIS. Certifications are added to the system as they are granted and historical information is added as time and resources allow.

INSPECT. This folder contains data on mine inspections from 1984 to the present. The information in this folder includes the number and type of violations issued (if any) as a result of each mine inspection, as well as information pertaining to current conditions at each mine inspected. These data support resource-planning efforts by the OMHST and assists it in focusing its efforts in support of mine health and safety.

ADMIN. Used primarily to manage the activities of the Mine Inspector's Examining Board of the OMHST. This folder also hosts data files used to perform in-house functions, such as managing employee information.

Scope of Work – SIS Operational Support Task

MPL agrees to provide the services described herein, in order to support the Safety Information System. It is according to the terms specified in this section that MPL will provide the information management system that encompasses the massive amount of data used by the West Virginia Office of Miners' Health, Safety and Training, as described above.

MPL will provide system support by maintaining hardware and software according to generally-accepted standards of availability and currency. The VMS operating system and POISE Data Management System, as well as server security, will be maintained at the highest level of update received by MPL.

MPL will assist the OMHST in arranging for interface between the SIS and other data systems and networks via data transportation on magnetic media and/or direct data systems intercommunications as required.

MPL Project Responsibilities

The primary responsibility of MPL shall be to work cooperatively with the OMHST in continued support of the project to maintain the server-based management information system for the OMHST.

In the next year of the project, MPL will continue to:

- Provide continued support for the project staff in the use of the VMS operating system, POISE Data Management System, and other software as deemed appropriate for the continued progress of this project.
- Provide assistance in developing the necessary files, forms, screens, menus, and specialized reports that OMHST staff deems necessary. This work will be performed as necessary to ensure that the system remains responsive to the agency's needs.

- Provide access to VMS and any other manuals relevant to the system at the MPL headquarters in Buckhannon, WV. MPL also provides an on-line HELP system through the SIS service that will aid the user in learning all relevant aspects of the VMS operating system. Each of the POISE programs also has standard help features available at the option level of the program.
- Prepare documentation in accordance with good auditing practices. MPL is familiar with standard auditing practices and will design all systems and related documentation for which it is responsible in accordance with those standards.
- Assist, when necessary, in demonstrations of SIS for outside agencies.
- Work with OMHST personnel in evaluating and designing improvements to the system.
- Make available on the SIS server the software necessary for the smooth function of the SIS, including the POISE Data Management System, a proprietary product of The POISE Product Center of Jenzabar, Inc. This software is available at all times that the server is in operation (24 hours per day, seven days a week, except for planned maintenance and backup).
- Support VMS, the operating system which provides SIS' system-level capabilities such as username/password login protection (for complete system security), text processing, device-to-device file copy routines, data backup routines, online help routine, and so on. MPL has over 30 years of experience with VMS, and is well acquainted with VMS capabilities and uses.
- Support the system that enables monthly reporting by operators and independent contractors of production and/or employment information via the Internet.
- Through modifications to this agreement or through separate agreements, participate in and support as appropriate other related projects.

System Operational Characteristics

Digital Equipment Corporation's VMS systems were designed for maximum uptime. Innovative features ensured data integrity, security, and reliability. For example, error correction code automatically detected and corrected many types of memory errors without disrupting operations. Many modern-day server platforms trace heritage back to VMS and the standards it set for usability, security, performance, flexibility of configuration, and reliability. Many non-stop "high availability" computer services continue to be hosted on VMS-based systems; see relevant Wikipedia entry for details. VMS (now referred to as OpenVMS) continues to be supported by Hewlett Packard, the descendent of Digital Equipment Corporation.

The combination of high-quality equipment and unique service provisions has given MPL an overall uptime greater than 99% in the years since 1982, and very few instances of unplanned downtime since service was initiated.

MPL performs daily backups of the server environment that hosts the SIS to network attached storage. The backup strategy is supported by a VMware-based virtual machine environment that enables rapid recovery in the event of hardware failure, allowing rehosting the servers quickly onto replacement hardware. Copies of backup snapshots are maintained offsite to provide disaster recovery capability. MPL has contingency plans in place, should a disaster strike the site that houses the server system serving the SIS.

VMS provides a hierarchical system of access and security, providing read-only access for certain accounts and read/write access for users specifically identified by the OMHST as needing such access. Users have user-modifiable passwords, and a policy of required password changes at 90-day intervals is in effect.

VMS provides a flexible system for defining the access rights of all legal users to all data files, programs, and devices on the system. By careful preparation and planning, the SIS has been designed to precisely define individual user access to system resources. In the event of unforeseeable tragedy, such as a fire at MPL corporate headquarters, MPL will execute its data processing catastrophe insurance to acquire remote data processing services at a compatible site.

Periodically, the OMHST requires special technical assistance. This assistance has included the sharing or exchange of data with other state and federal agencies, including the West Virginia Geological and Economic Survey, the State Tax Department, the State Worker's Compensation Commission, and the U. S. Department of Energy, via magnetic media or direct electronic transfer between data systems. MPL will continue to support these needs.

Data Processing Support Activities

The following list includes the tasks to be performed by MPL in support of SIS data processing.

- Meet with users periodically to identify needed improvements to SIS applications where time and feasibility analyses support such improvements.
- Develop new menus for specific user applications.
- Maintain, extend, modify, and/or archive existing system data files.
- Maintain and/or modify existing file-maintaining and list-producing batch jobs.
- Maintain, modify, and/or augment existing menus for easy data entry and information review.
- Maintain and/or modify existing command procedure files that allow the user to issue simple commands to perform complex tasks.

- Update system documentation to cover all existing batch jobs, command procedures, and data files.
- Support the end-of-the-year tasks:
 - Run file edits of all current year's files
 - Run the jobs to produce the permit extensions
 - Run the jobs to produce the annual report
 - Describe all the new year's files
 - Create all the new year's screens
 - Modify all batch jobs to run off the new files
 - Modify all menus to include the new year's files
- Develop any special reports, data files, and/or screen formats that the OMHST specifies, subject to the available personnel time as specified in the Budget.
- Produce machine-readable copies of any data, as required by the OMHST.
- Maintain the server-based system that enables monthly reporting by operators and independent contractors of production and/or employment information via the Internet.

General System Support Activities

- Update and maintain group login file.
- Plan new and old account transactions. This includes adding new usernames and folders, as well as deleting those no longer needed.
- Perform regular system-wide and archival backups of all data stored on the system's disk drives; store backup copies in safe storage.
- Maintain the system's software at the most current level consistent with operation of all existing software.
- Monitor system performance and review system performance reports. This includes planning and system management activities to prevent or cure degradation in system performance.
- Review and respond to trouble reports.

Wide-Area Telecommunications Network Support

- Describe telecommunications requirements to vendors.
- Recommend telecommunications options to OMHST.

- Support connection of the SIS to OMHST's WAN.

Equipment Installation and Maintenance

- Install and support upgrades to hardware, software, and firmware located at MPL's host site.
- Schedule equipment repair and preventive maintenance where applicable.
- Test equipment when malfunction is detected.
- Perform certain limited equipment repair in consultation with vendors.

Administrative Support Activities

- Budgeting and budget transfers.
- Write and process proposals.
- Interact with other units to keep paperwork moving.
- Maintain an equipment inventory and inventory transfers.
- Arrange for space for project facilities.

Data Management Support Activities

- In cooperation with OMHST personnel, continue overall system analysis and planning.
- Allocate, expand, support, and maintain databases.
- Design and maintain screen format files.

Terms and Conditions

Contract Period - This request is for the 12-month period from September 1, 2022 through August 31, 2023.

Deliverables - A monthly report showing labor hours consumed, labor hours remaining, and describing briefly the work completed during the month reported, due not later than the 5th business day of the month following.

Payment schedule and terms – Please deposit all payments issued by the State under the requisition number for the contract year September 1, 2022 to August 31, 2023, into MPL Corporation's account with Freedom Bank, on file with the State.

2022-2032 Budget			
Service	Quantity	Rate	Cost
Enable OMHST user access to SIS	12 months	\$9750/month	\$117,000.00
Continued Support and Maintenance	682 hours	\$116.25/hr	\$79,282.50
Data Processing Support Activities	150 hours	\$116.25/hr	\$17,437.50
General System Support and Online Reporting	128 hours	\$116.25/hr	\$14,880.00
Web-Based Reporting Support	40 hours	\$98.81/hr	\$3,952.40
New System Migration Support	120 hours	\$116.25/hr	\$13,950.00
Total			\$246,502.40

The Office of Miners' Health, Safety and Training will be invoiced at the end of each month for the work performed and accepted in that month, per the budget, and will vary based on the amount of work actually performed each month under the direction of the Office of Miners' Health, Safety and Training.

EXHIBIT A - PRICING PAGE
SAFETY INFORMATION SYSTEM

RFQ Item#	Description/Item/part	Unit of Measure	Estimated Quantity	Unit Price Each (Year 1)	Extended Cost (Year 1)	Unit Price Each (Optional Renewal Year 2)	Extended Cost (Year 2 Optional)	Unit Price Each (Optional Renewal Year 3)	Extended Cost (Year 3 Optional)	Unit Price Each (Optional Renewal Year 4)	Extended Cost (Year 4 Optional)
4.1.1	Enable WVOMHST User Access to Database Information System	MONTHS	12	\$ 9,750.00	\$	\$ 9,750.00	\$	\$ 9,750.00	\$	\$ 9,750.00	\$
4.1.2	Continued support and maintenance	HOURS		\$ 116.25	\$	\$ 119.73	\$	\$ 123.33	\$	\$ 127.02	\$
4.1.3	Data Processing Support Activities	HOURS		\$ 116.25	\$	\$ 119.73	\$	\$ 123.33	\$	\$ 127.02	\$
4.1.4	General System Support and online reporting activities.	HOURS		\$ 116.25	\$	\$ 119.73	\$	\$ 123.33	\$	\$ 127.02	\$
4.1.5	Web-Based Reporting	HOURS		\$ 98.81	\$	\$ 101.77	\$	\$ 104.83	\$	\$ 107.97	\$
4.1.6	New System Migration	HOURS		\$ 116.25	\$	\$ 119.73	\$	\$ 123.33	\$	\$ 127.02	\$
TOTAL BID PER YEAR											

Vendor Name:

MPL Corporation

Address:

P.O. Box 2226

Buckhannon, WV 26201

Phone Number:

304-472-9520

Email Address:

dsweda@mpl.com