

**BID FOR SERVICE**

**Buyer: Roberta Wagner**

**RFQ: ESH90087**

**Bid Opening Date: 03/05/2009**

**Bid Opening Time: 1:30 pm**



**Submitted By**



**CONTACT**POINTE

**Billie S. Hoffman**

500 Lee Street East

Suite 500

Charleston, WV 25301

(304) 343-0477 Phone

(304) 343-0597 Fax

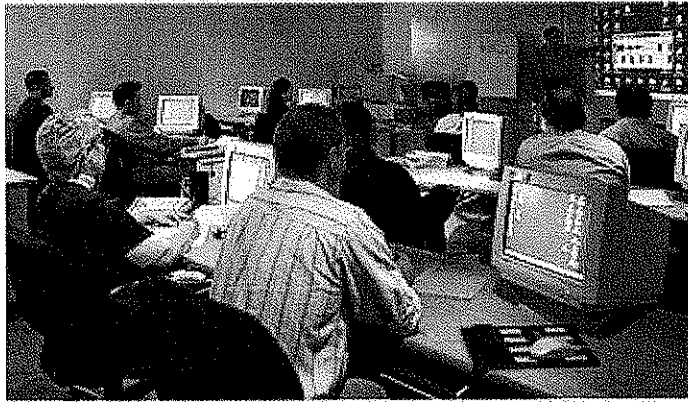
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WV PURCHASING  
DIVISION

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**CONTACT POINT<sup>(®)</sup>**

## 1. Prior Work Experience

ContactPointe recently completed a similar project for Thomas Memorial Hospital. We trained approximately 900 nurses and 300 doctors on their new proprietary software, as well as created a custom online training tool for all of their new hires. ContactPointe worked with their staff to learn the material and design the training plans. We included quizzes and exams into the training to create a more interactive experience for the students, as well as track their capabilities upon completion.

For the online piece of the curriculum, ContactPointe created a script for each module, recorded the script (while the screens showed the software changes) and edited the final audio and screen shot timings into a finished product. We received approval from Thomas Hospital's staff after the script was written and after the editing was finished. This allowed us to guarantee that the correct content was included and that the format met the expectations of our client. Because the doctors and nurses needed to know different functions of the software, we created two different customized training courses. The nurses' online training course was approximately two hours and the doctors' online training course was approximately 90 minutes.

ContactPointe has also created training curriculum for organizations, such as Allegheny County Department of Human Services, Allegheny Energy, Borden Foods, Erie Insurance, Equitable Resources, Family Christian Book Stores and others. All of these clients had software applications or manufacturing procedures that were specific to their business and needed to be trained to a large group of employees. One of the more unique projects was Borden Foods, whose documentation was developed to train their service technicians to operate machinery and follow the process for manufacturing and packaging their "It's Pasta Anytime" product. The process went from the boiling of pasta to the final wrapping of the packaged product on pallets for delivery.

## 2. Vendor Information

ContactPointe is a training leader, specializing in providing a turnkey solution for business professionals and organizations. We train clients how to use software and hardware through hands-on instructor-led classes, online training, and blended learning. ContactPointe prepares today's business people to use the latest technology efficiently to enhance their productivity.

As the industry's leading training provider, ContactPointe offers web-based and instructor-led training on today's most in-demand business application packages. We also offer training on high-end technical applications, user-specific custom and proprietary applications, and on employee professional development and business skills.

ContactPointe has been a local provider of training to West Virginia State Government and businesses since 1994. It has been our goal to provide quality training to improve the productivity of our states' employees. It has been, and continues to be, our goal to set the standard in the computer training industry by meeting all of our clients' expectations in the most efficient and cost-effective manner possible.

ContactPointe has the experience, skills, and knowledge necessary to provide WV Office of Environmental Health Services with quality self-paced training that will produce real results. ContactPointe understands the dedication and planning involved in making this training implementation an absolute success! Our staff is flexible and professional, and our goal is for our customers to gain the knowledge needed to make the move to the new training format an efficient and well-organized transaction.

### **3. Descriptive Outline**

#### **Deliverable #1 –**

ContactPointe will work directly with the State of WV to understand their requirements for this platform and we will work hand-in-hand with our partner company to ensure the requirements are achieved. ContactPointe works with a partner organization that creates and host websites. We can customize the platform to meet any requirements that you have outlined in the request for bid. We have been working with this organization for over 10 years to create custom libraries that house training and assessments on customized websites. We are able to design any style or color-scheme.

#### **Deliverable #2 –**

ContactPointe has the experience and tools necessary to make the custom online training tool a success. Our staff has more than four years of experience creating this type of self-paced training. We use the Adobe Suite of products to include visual and auditory learning, as well as incorporate artwork and exams. We also have the necessary equipment to video the clips and insert them into the lessons. We start by gaining the course information from our client. From this information, we create an outline, followed by a custom script. We then gain approval from the client to make adjustments or move forward with that script. By using Captivate Software, we are able to combine the visual and audio learning to create an interactive tool. After this stage is completed, we will go back to edit each frame. Gaining approval from the client through the entire process, we end with a polished product and excellent learning environment. This process is repeated for each module.

The experience we have with this online training software allows us to work quickly and our editing experience gives us the ability to create a remarkable product that is virtually error proof.

By incorporating our Learning Management System, ContactPointe will be able to track the scores of the participant's exams that are completed online. We are able to control the details of the quizzes and exams, such as: the number of attempts and the way the scores are recorded.

#### **Deliverable #3-**

ContactPointe is fully equipped to conduct the classroom training workshop. We will hold the training in our Charleston, WV training facility that has a computer for each student that can be loaded with new software and connected to the internet. We will order the appropriate lunch items to be served in our break room. In addition, ContactPointe will create and conduct the survey evaluation. At the end of class, time will be spent reviewing the training and evaluation results to make all of the necessary adjustments to the program within the two-month time period and provide a printable workshop hardcopy handout to OEHS.

**Deliverable #4 –**

ContactPointe will take the finalized online training lessons and copy the lessons onto a CD. At this point, we will have 2,000 CD's duplicated and packaged in the manner requested. Each CD will be user-friendly and easily updated. They will be made to work on both PC and MAC machines. The CD's will include the required disclaimer.

**Deliverable #5 –**

ContactPointe will follow the step-by-step directions to ensure that the online training tools are submitted for continuing education approval in West Virginia at least 60 days prior to the availability of the course being offered. Our management staff will oversee each step.

**Deliverable #6 –**

ContactPointe's custom online training staff is full-time and will be available via phone or email throughout the maintenance stages of this project. If a user needs some assistance or if changes need to be made to the content, ContactPointe will start addressing these issues within 24 hours of the initial contact.

I would like to thank you for taking the time to review this proposal.

Sincerely,

Billie S. Hoffman  
IT Training Consultant

I agree to the terms and conditions stated in the WV EHS90087 Bid for Service:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **4. Project Examples and References -**

### **ContactPointe Development & Training Projects**

#### **Thomas Memorial Hospital**

The Project involved creating custom online training and custom classroom training for 900 nurses and 300 doctors as well as all new hires. Our team pulled together to complete the training exceeding all of our clients expectations. After completing the classroom training sessions we created one online training course for the nurses (2½ hours long) and one online training for the doctors (1½ hours long).

Contact

Sandy Young  
(304) 766-3983

Training Coordinator

So. Charleston, WV

#### **Allegheny County Department of Human Services, Area Office on Aging**

Project involved training of customized desktop application skills, then courseware and reference guide development for a proprietary web-based software. After development, we delivered training to approximately 250 users and continue to provide training on new modules as they are developed. The training audience includes management staff, administrators, direct-care workers and supervisors.

Contact

Melissa Otis  
412-350-6422

Training Coordinator

Pittsburgh, PA

#### **Step By Step Learning**

Project involved a team of instructors being trained on DIBELS Assessments for Reading Literacy. These instructors then traveled to various school systems in Western Pennsylvania that were transitioning from paper-based to a computerized, PDA-Based assessment to help teachers assess students in grades K-3. ContactPointe instructors also trained the school district teachers on the use of the new assessment. All instructors were required to have PA Act 33/34 clearances. We were partnered with Step By Step Learning on this project. Step By Step Learning provides educational software and interventional strategies for Reading and Math delayed students.

Contact

Mike Grabarits  
610-972-9688

President

Allentown, PA

#### **Borden Foods**

Project involved developing customized courseware for Microsoft Office applications and providing a team of instructors from the Pittsburgh and Columbus ContactPointe offices to deliver the training on a national basis. This included arranging for bi-lingual instructors and courseware for the branch in Montreal, Quebec, Canada.

A second project for Borden Foods involved the coordination and administration of a company wide PeopleSoft rollout. This included project management, all student registration and confirmation, and providing mobile classrooms at multiple locations.

A third project for Borden Foods involved developing training curriculum for plant personnel for a manufacturing process in a food packaging facility. Our instructors were then asked to perform training of the personnel. The training audience included assembly-line workers, shift supervisors and management staff.

### **Allegheny Energy**

Project involved courseware and field reference guide development of a proprietary software application. We then delivered training to 46 service centers across 4 states utilizing a team of instructors from the Pittsburgh, Charleston and Columbus ContactPointe offices. ContactPointe handled all aspects of project management for this project. The training audience included field managers, line workers, office personnel and managers.

### **Family Christian Stores**

Project involved curriculum development for a proprietary Point-of-Sale software application, with inventory management, then delivery of training at 320 stores across 39 states utilizing a team of instructors. ContactPointe handled all aspects of project management for this project. The training audience included store managers and staff.

#### **Contact**

Jeff Vanhaisma  
616-554-7359

Corporate Training Manager

Grand Rapids, MI

### **Crown Castle**

Two separate projects involved a team of instructors from Pittsburgh delivering customized project management and JD Edwards training at Crown Castle locations nationwide. ContactPointe instructors and Crown Castle instructors utilized a team teaching method.



## EHS90087 – WV Advanced Training Course &amp; Library

**BID SHEET**

Tasks (includes all components as described in specifications)	Deliverable Due Date	Vendor Quotation Cost for Task
<b>DELIVERABLE #1:</b> Develop a centralized, searchable West Virginia "Training Library" for both online (website) and offline (auto start CD and hard copy PDF format) that houses (stores) all available operator resources that will be produced in this project for easy access by public water system operators.	Within first 8 months of contract date	\$ 40,000.00
<b>Deliverable #2:</b> Assemble the advanced course for West Virginia public water system operators whose systems serve populations of less than 3,300 that can be electronically accessed 24-hours per day from the data and resources developed and being stored in the West Virginia Water Help System.	Within first 8 months of contract date	\$ 75,000.00
<b>Deliverable #3:</b> Test the program with an OEHS designated public water system targeted audience.	Within first 9 months of contract date	\$ 3,000.00
<b>Deliverable #4:</b> Make all components of the program available not only via the Internet, but also by providing 2,000 auto-start CD-ROMs of training program, complete with packaging to OEHS for distribution. All training components are to work with minimal software and hardware requirements. (i.e. on a basic computer).	Within first 10 months of contract date	\$ 10,500.00
<b>Deliverable #5:</b> Apply for Continuing Education Committee Approval in West Virginia for each lesson developed by submitting a completed <u>EW-78 WVBPH Operator Training Course Approval Application Form</u> along with all related materials in the format required by OEHS within sixty (60) days prior to the availability of a course being offered.	Within first 10 months of contract date	\$ 500.00
<b>Deliverable #6:</b> Provide maintenance. (Please price per month x 10 months). A price quote for a 10-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.	Beginning on contract date an ongoing	\$ 20,000.00
<b>Deliverable #6a:</b> Provide continued maintenance if contract renewal is needed (determined by OEHS) for year 2. (Please price per month x 12 months). A price quote for a 12-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.	Beginning on contract date an ongoing	\$ 24,000.00

## EHS90087 – WV Advanced Training Course &amp; Library

<b>Deliverable #6b:</b> Provide continued maintenance if contract second renewal is needed (determined by OEHS) for year 3. (Please price per month x 12 months). A price quote for a 12-month period is required for the vendor quotation cost sheet for deliverable. Invoices associated with this, will have to be in arrears for services provided in the previous month.	Beginning on contract date an ongoing	\$24,000. <sup>00</sup>
	TOTAL QUOTATION COST:	\$149,000. <sup>00</sup>



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

# Request for Quotation

RFQ NUMBER  
**EHS90087**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER**  
**304-558-0067**

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

**Netech INC**  
**DBA: Contact Points of WV**  
**500 Lee St East Suite 500**  
**Charleston WV 25301**

SHIP TO

**HEALTH AND HUMAN RESOURCES**  
**BPH ENVIRO HLTH SERVICES**  
**CAPITOL AND WASHINGTON STREETS**  
**1 DAVIS SQUARE, SUITE 200**  
**CHARLESTON, WV**  
**25301-1798 304-558-2981**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/30/2009				

BID OPENING DATE: **03/05/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		952-90		
<p><b>EDUCATIONAL TRAINING COURSES FOR PUBLIC WATER SYSTEM</b></p> <p>REQUEST FOR QUOTATION TO PROVIDE A QUALIFIED VENDOR TO CREATE AN ELECTRONIC, EDUCATIONAL RESOURCE THAT INCORPORATES A SOLID INSTRUCTIONAL DESIGN THEME AND RELEVANT CONTENT FOR THE WEST VIRGINIA PUBLIC WATER SYSTEM OPERATORS TO UTILIZE ALTERNATIVE, OR IN ADDITION TO TRADITIONAL CLASSROOM-BASED TRAINING COURSES WITH ASSOCIATED COSTS.</p> <p>PLEASE NOTE: THE RENEWALS ARE ONLY APPLICABLE TO THE MAINTENACE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD ..... AND EXTENDS FOR A PERIOD OF TEN(10) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Belle J. Johnson** TELEPHONE: **304-343-0477** DATE: **03-04-09**  
 TITLE: **IT Training Consultant** FEIN: **311410592** ADDRESS CHANGES TO BE NOTED ABOVE

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

Fax: 304-343-0597



State of West Virginia  
 Department of Administration  
 Purchasing Division  
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PAGE:  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**ROBERTA WAGNER  
 804-558-0067**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Metech INC  
 DBA: Contact Pointe of WV  
 505 Lee St East Suite 500  
 Charleston WV 25301*

HEALTH AND HUMAN RESOURCES  
 BPH ENVIRO HLTH SERVICES  
 CAPITOL AND WASHINGTON STREETS  
 1 DAVIS SQUARE, SUITE 200  
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 25301-1798 304-558-2981

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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001          INQUIRIES          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/17/2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:          ROBERTA WAGNER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Belie S. Hoffman* TELEPHONE: **304-343-0477** DATE: **03-04-09**  
 TITLE: *IT Training Consultant* ID: **311410592** ADDRESS CHANGES TO BE NOTED ABOVE

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311  FAX: 304-558-4115 E-MAIL: <a href="mailto:roberta.a.wagner@wv.gov">roberta.a.wagner@wv.gov</a>  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130  A CONVENIENCE COPY WOULD BE APPRECIATED.  THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: -----ROBERTA WAGNER/FILE 22----- RFQ. NO.: -----EHS90087----- BID OPENING DATE: ---03/05/2009----- BID OPENING TIME: ---1:30 PM-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Belle S. Hoffman** TELEPHONE **304-343-0477** DATE **03-04-09**  
 TITLE **IT Consultant** FEIN **311410592** ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
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 25301-1798 304-558-2981**

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01/30/2009				

BID OPENING DATE: **03/05/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----  ***** THIS IS THE END OF RFQ EHS90087 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bellie J Hoffman</i>	TELEPHONE <i>304-343-0477</i>	DATE <i>03-04-09</i>
TITLE <i>IT Training Consultant</i>	FAX <i>311410592</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

ATTACHMENT  
P.O.# EHS90087

This agreement constitutes the entire agreement between the parties, and there are no other terms and conditions applicable to the licenses granted hereunder.

Agreed

[Signature] 3/4/09  
Signature Date

General Manager  
Title

Contractor  
Company Name

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Division

WV-96  
Rev. 10/07

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR

Company Name: Coast Park

Signed: \_\_\_\_\_

Title: General Manager

Date: 3/4/09



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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.

Vendor's Name: Contest Powke Gerald SmithAuthorized Signature: Date: 3/4/09

# VENDOR PREFERENCE CERTIFICATE

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

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

**4. Application is made for 5% resident vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Codest Parker

Signed: [Signature]

Date: 3/11/09

Title: General Manager

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

**Nancy E. Michael**  
**302 Sutherland Dr.**  
**St. Albans, WV 25177**  
**Nancy.e.michael@gmail.com 304-444-6321**

## **Objective**

To obtain a position which includes training of computer users in individual and group settings, providing technical support, and one which will utilize and challenge my creativity and problem solving skills.

## **Employment Experience**

May 2008 – Present

Instructor / Instructional Designer

ContactPointe

Charleston, WV

- Classroom Training
- Customized CBT development (Captivate)
- Software Consulting

December 2001 – May 2008

Computer Training and Support Specialist

Oklahoma State University – College of Agriculture (DASNR)

Stillwater, OK

- Computer training and support for up to 80 county Cooperative Extension offices
- Development of training materials, presentations, and handouts
- Provide hands on training in one on one and classroom settings
- Provide computer training via live web classes and A/V modules (Centra and Captivate)
- Provide computer support in person, via telephone, e-mail, and remote access
- Provide hardware/software troubleshooting, repair, upgrade, installation
- Recommend and procure computer hardware, software and peripherals
- Network configuration and maintenance
- Webmaster

October 1999 – December 2001

Computer Lab Administrator

Oklahoma State University - CEAT Design, Development & Services

Stillwater, OK

- Software installation and configuration for 125 Lab computers
- Hardware, software and network troubleshooting and repair
- Development and implementation of solutions to software issues
- Administration of License Servers (WinNT) for various software packages
- Train FTEs and student employees on hardware and software issues
- Supervision of 15- 20 international student employees

**Nancy E. Michael**  
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**St. Albans, WV 25177**  
**Nancy.e.michael@gmail.com 304-444-6321**

### **Employment Experience - Continued**

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June 1998 – September 1999

Support Specialist

Oklahoma State University - CEAT Design, Development & Services                      Stillwater, OK

- User Account creation and management on UNIX and Windows NT environments
- Configuration and maintenance of Windows IIS
- Creation and publication of web pages
- Secure and maintain proper software licensing for student technology fee computer labs, approximately 500 machines
- Acquisition of supplies and equipment
- Supervision of student employees
- Creation and maintenance of accounting files and inventory databases

February 1994 - May 1998

Clerk

United Talent @ Union Carbide

Charleston, WV

- Desktop PC troubleshooting, LAN maintenance
- Management of user accounts in UNIX environment
- Maintenance of UNIX map files related to customized software
- Involvement in design and implementation of LIMS systems, lead individual in various project teams
- Train users in UNIX, Terminal emulation, and windows environments
- Creation and maintenance of databases, Advanced spreadsheet projects
- Customer relations, and preparation of official documents in mission critical environment

### **Education Experience**

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Marshall University

Huntington, WV

- August 1999 - Bachelor of Arts Degree
- Psychology Major - Sociology Minor

### **References**

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Dwayne Hunter 008J Ag Hall Stillwater, OK 74078 405-744-5536 – work <a href="mailto:tdh@okstate.edu">tdh@okstate.edu</a>	Claude Bess, III 314 S. Broadway, Suite 101 Ada, OK 74821 580-332-4100 – work <a href="mailto:Claude.bess@okstate.edu">Claude.bess@okstate.edu</a>	Butch Evans SWCG, Inc. Charleston, WV 25331 304-343-6480 <a href="mailto:butche@swcg-inc.com">butche@swcg-inc.com</a>
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