



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

State of West Virginia
 Request for Quotation
 34 - Service - Prof

Proc Folder: 244612

Doc Description: Technical Staffing Services (OT1717)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-11-07	2016-12-01 13:30:00	CRFQ 0210 ISC1700000010	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

eBridge Consulting
 586 Tallwood Rd.
 Huntington, WV 25705
 304-736-2800
 304-736-2488 fax

12/06/16 09:43:48
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature X

FEIN # 75-2879412

DATE 11/30/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a contract for multiple award for technical staffing services.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	IT Project Coordinator/Business Analyst	2000.00000	HOUR		\$36.94

Comm Code	Manufacturer	Specification	Model #
80101604			

Extended Description :
IT Project Coordinator/Business Analyst

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	IT Project Manager	2000.00000	HOUR		\$67.94

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :
IT Project Manager

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior IT Project Manager	2000.00000	HOUR		\$84.94

Comm Code	Manufacturer	Specification	Model #
80101600			

Extended Description :
Senior IT Project Manager

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Microsoft Office Specialist Trainer	2000.00000	HOUR		\$18.94

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
Microsoft Office Specialist Trainer

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Cyber Security Auditor	2000.00000	HOUR		\$74.94

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
Cyber Security Auditor

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Firewall Administrator	2000.00000	HOUR		\$58.94

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
Firewall Administrator

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Network Engineer	2000.00000	HOUR		\$52.94

Comm Code	Manufacturer	Specification	Model #
80111610			

Extended Description :
Network Engineer

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	VoIP Engineer	2000.00000	HOUR		\$52.94

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description :
VoIP Engineer

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Windows Server System Administrator	2000.00000	HOUR		\$46.94

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
Windows Server System Administrator

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25304 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	RedHat Linux Server System Administrator	2000.00000	HOUR		\$58.94

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
RedHat Linux Server System Administrator

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due	2016-11-21

ISC1700000010	Document Phase Final	Document Description Technical Staffing Services (OT1717)	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Pricing Page/Exhibit A

Technical Staffing Service Title	Quantity/Estimated Hours	Unit of Measure	Unit Price/Hourly Rate
IT Project Coordinator/Business Analyst	2000	Hour	\$ 36.94
IT Project Manager	2000	Hour	\$ 67.94
Senior IT Project Manager	2000	Hour	\$ 84.94
Microsoft Office Specialist Trainer	2000	Hour	\$ 18.94
Cyber Security Auditor	2000	Hour	\$ 74.94
Firewall Administrator	2000	Hour	\$ 58.94
Network Engineer	2000	Hour	\$ 52.94
VoIP Engineer	2000	Hour	\$ 52.94
Windows Server System Administrator	2000	Hour	\$ 46.94
RedHat Linux Server System Administrator	2000	Hour	\$ 58.94

*** All quantities/estimated hours are estimates and do not obligate the State of West Virginia or WVOT to this amount. Per 5.2 of the Specifications, vendors should clearly note "no bid" or "N/A" on their bid for any items for which they will not be bidding.

SOLICITATION NUMBER: CRFQ ISC1700000010
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To clarify that the vendor question deadline is November 21, 2016

No other changes at this time

Bid opening remains December 1, 2016 at 1:30 PM EST

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ISC1700000010

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


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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

eBridge Consulting
Company

Authorized Signature
11-30-16
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Response to Request for Quotation
ICS1700000010 – Technical Staffing Services



eBRIDGE Consulting, LLC
586 Tallwood Rd.
Huntington, WV 25705
304-736-2800-Phone
304-736-2488-Fax

Ryan Blake
304-395-4322 cell
November 30, 2016


Signature

11-30-16
Date

Section I – Company History

Company Information

eBridge Consulting LLC (Tax ID: 75-2879412)

586 Tallwood Rd.

Huntington, WV 25705

304-736-2800 – Phone

304-736-2488 - Fax

Principal Contact

Ryan Blake

304-395-4322 – Mobile

Ryan.blake@bridgeit.com

Established in 2000 with over 25 employees

EBRIDGE is an integrated business and technology management consultancy co-located in the Dallas-Fort Worth Metroplex and in Huntington, WV. We are comprised of world-class people, processes, and methods serving clients throughout the United States. Our firm is focused on high-value, targeted-impact engagements that maximize our clients' ability to deliver IT solutions that meet corporate strategic and financial goals.

EBRIDGE was founded in 2000 by a group of experienced and knowledgeable professionals with an average of 19 years of real-world IT experience. We share a common background: an established, successful career in business strategy, operations, IT applications development and architecture, and a desire to apply our learning's across a few key industries.

Our growth has been steady and sustainable. We have built a strong client list since our inception. We are very proud that all of our clients – former and current, each and every one – is fully reference able.

1. Firm's organizational structure:



Bridging Strategy to Implementation

- Business & IT Integration
- IT Multi-year Planning
- Business Process Integration
- Technology Management Practices
- Enterprise Frameworks
- Program / Project Management
- Vendor Assessments
- COTS Evaluation

Grapevine TX (Dallas suburb)



Bridging the Gap between Business and IT

- Customize Application Development
- Decision Support & Business Intelligence
- I.T. Consulting Services
- LAN / WAN Network Design & Support
- Hardware Maintenance & Support
- Commercial Hardware Sales

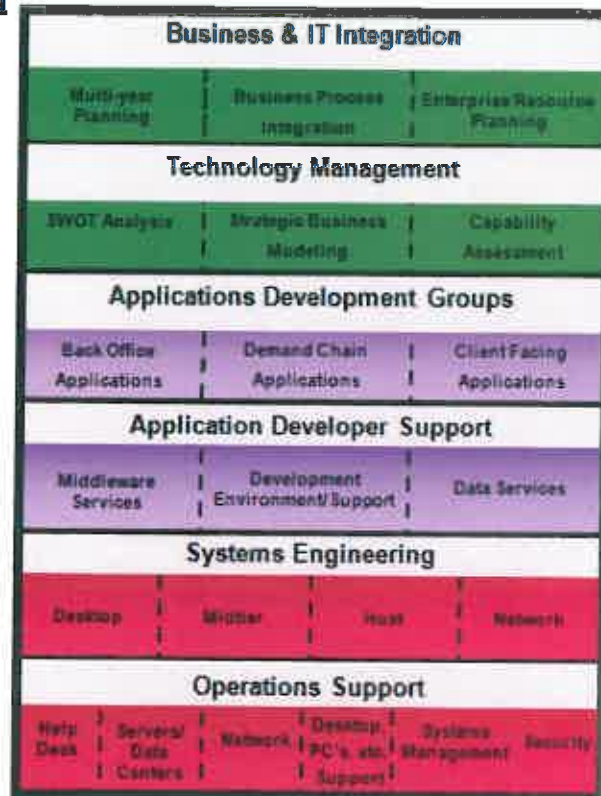
Barboursville, WV (Hgt. Suburb)

Bill Varney (Founder and CEO) bill.varney@sibridge.com

- **Stewart Varney (President) - stewart.varney@bridgeit.com**
- **Ryan Blake (Business Development) - ryan.blake@bridgeit.com**
- **Van Dorsey (Principal Architect, Enterprise Architecture Realization) - van.dorsey@sibridge.com**

2. eBridge Capability Model

Strategy & Planning



Tactical & Operational

3. Company's corporate history. Indicate your core businesses, products, services, and markets.

Core business: Technology Consulting

Products: we are technology (product) agnostic by design so as maintain objectivity during vendor selection processes.

Services:

Transformation

Alignment

Integration

COTS Product Selection & Integration

Optimization

Markets

Continental US

4. The firm's client base:

eBridge has a solid list of Fortune 1000 clients and public sector clients who are 100% referenceable. The list includes the following:

- **State of West Virginia**
- **City of Charlotte, NC**
- **YRC Worldwide**
- **Cisco Systems**
- **Dollar Thrifty Automotive Group**
- **Celanese**
- **PricewaterhouseCoopers (PwC)**
- **Sprint Nextel**
- **Verizon**
- **TXU**
- **H&R Block**
- **HealthMarkets**

Business Process Modeling Ability

The majority of eBridge consultants have more than 10 years of experience focusing extensively on Business Process Analysis and Business Process Modeling. Working with a variety of industry standard toolsets (Casewise, Tibco Business Studio, ProVision Workbench, Sparx Enterprise Architect, Visio Professional, etc.), our consultants allow the advantages of immediate return of investments to our clients.

As most of our consultants come from an IT/Systems Development background at Fortune 100 companies, solid analysis skills were learned from formal professional training and seminars, and that knowledge was extended from utilizing those foundational concepts on numerous large and small projects.

Additionally, eBridge has significant experience taking Business Processes and transforming the processes into automated workflow diagrams that can run in a variety of workflow engines. Most Enterprise Resource Planning (ERP) packages today include some sort of internal workflow

mechanism, and modeling current and to-be processes effectively is a huge benefit in later configuring an ERP package to orchestrate business processes as needed.

1.1. Qualifications

Since 2000, eBridge has been providing clients with senior level consultants to assist in both business and IT re-engineering efforts. Our engagements include the following:

- Shifts in our client's technology infrastructure – replacing legacy systems, integrating new systems into the existing systems portfolio, inserting middleware layers into the infrastructure, or leading major system redesign/re-write efforts.
- Enabling business processes by transforming to a SOA environment. Our expertise is in helping the client articulate their vision and goals, developing comprehensive requirements, and assessing technology options.
- Developing Enterprise Architecture roadmaps for transitioning from the current state to the future state, plan the program and projects, and lead the transformation effort following the roadmap.

Following are some examples of the types of projects our consultants have been involved with related to enterprise level software evaluation, selection and integration:

- *Multiple RFI/RFP/Vendor selection for the Target State ERP system. Managed the evaluation process for Peoplesoft (incumbent) versus SAP and Oracle Financials for the target state environment for ERP for the client. Created, maintained and organized the scoring of the multiple systems including the business case for the final selection.*
- *Selection and implementation of an enterprise-strength middleware/messaging system. Requirements development, product and vendor research and RFP development were followed by in-house proofs of concept by Oracle, IBM and Tibco.*
- *Design, planning and evaluation of systems impacted for multiple releases of Peoplesoft Financials for GL, AR, and AP modules.*
- *Evaluation of appropriate Peoplesoft Financials modules to use for a consolidated company formed through a merger.*
- *Systems analysis and architecting – Cash to GL processes for telecommunications provider*
- *Conversion to an SAP ERP system and integration of legacy billing systems to the SAP financial GL module*
- *Project management and architecture leadership of the evaluation of SAP versus Peoplesoft through a pointed RFP type scoring methodology*

- *Requirements development, business case development, and selection of ERP systems. Integrated Kanban processes into the environment.*
- *Configuration of ERP systems as well as planning and implementing conversion/migration efforts*

Business Process Modeling Ability

The majority of eBridge consultants each have more than 10 years of experience focusing extensively on Business Process Analysis and Business Process Modeling. Working with a variety of industry standard toolsets (Casewise, Tibco Business Studio, ProVision Workbench, Sparx Enterprise Architect, Visio Professional, etc.), our consultants allow the advantages of immediate return of investments to our clients.

As most of the consultants came from an IT/Systems Development background at Fortune 100 companies, solid analysis skills were learned from formal professional training and seminars, and that knowledge was extended from utilizing those foundational concepts on numerous large and small projects. Additionally, eBridge has significant experience taking Business Processes and transforming the processes into automated workflow diagrams that can run in a variety of workflow engines. Most Enterprise Resource Planning (ERP) packages today include some sort of internal workflow mechanism, and modeling current and to-be processes effectively is a huge benefit in later configuring an ERP package to orchestrate business processes as needed.

Section II – Qualifications and Experience in Supplemental Staffing

1. Supplemental Staffing Narrative

The Staffing services of eBRIDGE Consulting are geared to provide high quality staffing solutions to all of our clients. By using a simple but effective frame work, eBRIDGE will define the customer's needs, discover the best person to fill that position, and deploy that person into the client's environment while providing ongoing support.

Finding the right candidate for our client is the key to any engagement. The eBRIDGE approach to hiring world-class, deeply experienced consultants is a unique and differentiating process. Interviews are conducted by 3 to 4 tenured senior level consultants, independent of each other, allowing for focus on specific areas of expertise, including but not limited to general experience, technical experience, and cultural alignment. Should the consultant excel in all independent interviews, a roundtable committee is formed to discuss and determine if an offer should be extended.

In sourcing a candidate, we begin with an extensive network of past peer associations and/or professional organizations to identify exemplary candidates through utilization of referrals. Job Boards are also utilized. For developer level positions, we request candidates take Brainbench tests, which allow for an accurate evaluation of their knowledge base. For project management and program management roles, we look for PMP certifications, with a minimum expectation of PMI training. Professional certifications for specific roles beyond those mentioned above are weighted heavily as a factor used to determine highly qualified candidates.

To confirm education and specific work experience, we conduct background checks using a third party. These background checks also identify any criminal record.

We are careful in our hiring and staffing practices since we wish to guard our reputation. Our firm has grown primarily through trusted client relationships and we recognize that that trust must be maintained always.

eBRIDGE Consulting has provided quality personnel to numerous clients both large and small, as you will see in the next section. These have the relevant resources listed for each engagement. This shows that we meet all requirements for the categories we are bidding on.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 14, 2016

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Stephanie.L.Gale@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 1, 2016 @ 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. 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.

GENERAL TERMS AND CONDITIONS:

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

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "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: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. 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 thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. 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 below must be provided to the Purchasing Division by the Vendor as specified below.

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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

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

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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

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

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

8. WORKERS' COMPENSATION INSURANCE: The apparent successful 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.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

for _____.
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. 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.

12. 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.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

15. 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.

16. 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 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.

17. 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.

18. 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 § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. 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.

21. COMPLIANCE: 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. 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.

28. 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.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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. 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.

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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. 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


d. 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.

43. 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.

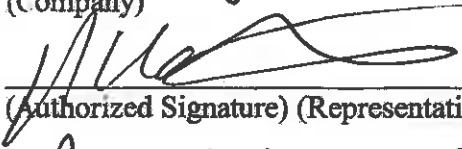
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor 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.

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.

Ryan Blake Bus Dev. 
(Name, Title)
Ryan Blake Bus Dev
(Printed Name and Title)
586 Tallwood Rd Huntington WV 25705
(Address)
304-736-2800 / 304-736-2488
(Phone Number) / (Fax Number)
Ryan.blake@BridgeIT.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.

e Bridge Consulting
(Company)
 Ryan Blake Bus Dev
(Authorized Signature) (Representative Name, Title)
Ryan Blake Bus Dev
(Printed Name and Title of Authorized Representative)

11-30-16
(Date)
304-736-2800 / 304-736-2488
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Information Technology Staffing Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a contract for multiple award for technical staffing services. This contract shall cover the following position classifications:
1. IT Project Coordinator/Business Analyst
 2. IT Project Manager
 3. Senior IT Project Manager
 4. Microsoft Office Specialist Trainer
 5. Cyber Security Auditor
 6. Next Generation Firewall (NGFW) Administrator
 7. Network Engineer
 8. VoIP Engineer
 9. Windows Server System Administrator
 10. RedHat Linux Server System Administrator

The position classifications listed above are to provide for the technical expertise to meet the temporary contracted staffing needs for the West Virginia Office of Technology (WVOT) - for systems, projects and applications for a multitude of telephony, data, administration and networking needs. These services would be used to develop modifications and enhancements to the computer systems, as well as to mentor, provide technical training and support, and provide "shadowing" opportunities for State programmer analysts, among other tasks as defined by WVOT on its Delivery Order for the services.

Though the majority of the requested services are likely to be for work in the metro-Charleston, WV, area, during the life of the contract, WVOT may request services be provided in the entire State of West Virginia.

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BACKGROUND & CURRENT OPERATING ENVIRONMENT:

WVOT manages infrastructure and many systems (some are specifically designed for Agencies WVOT supports) that support various applications for the State of West Virginia. These systems cover a wide range of platforms, hardware, software, databases and skills. Among those are included, but not limited to: IBM Mainframe, Windows Server, Red Hat and SUSE Linux, DB2, Oracle, SQL, Microsoft Products, Firewalls, LANs/WANs, Cisco Unified Communications, VoIP, and Cyber Security. At times, the Agencies WVOT supports require additional technical expertise and support to accomplish specific project goals for these systems.

WVOT reserves the right to contract highly specialized technical staffing services for distinct projects which are deemed to be outside the scope of this contract.

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 providing temporary staffing services for the list of classifications identified in Section 1 (above) and 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 "VoIP" means Voice over Internet Protocol.

2.5 "BGP" means Border Gateway Protocol

2.6 "MPLS" means Multiprotocol Label Switching

2.7 "VRF" means Virtual Routing and Forwarding

2.8 "EIGRP" means Enhanced Interior Gateway Routing Protocol

2.9 "TCP/IP" means Transmission Control Protocol and the Internet Protocol

2.10 "CCNP" means Cisco Certified Network Professional

2.11 "CCIE" means Cisco Certified for Internetwork Expert

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2.12 "PMBOK" means Project Management Institute's Body of Knowledge, which is a published body of knowledge

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. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of three (3) individuals in any one or more of the classifications within the past five (5) years; documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above; the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement upon request, prior to award; however, bidders may include this documentation with their bid.

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 IT Project Coordinator/Business Analyst

4.1.1.1 IT Project Coordinator/Business Analyst will work under supervision within a project team, interacting with the team and client stakeholders to document, track and measure business requirements, stakeholder management plans, communication plans and perform other supporting client or project documentation work, as directed.

4.1.1.2 IT Project Coordinator/Business Analyst must have a minimum of two (2) years of full-time or equivalent part-time paid experience in computer sales, IT customer service, computer consulting or technical writing.

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4.1.1.3 IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with capabilities and limitations of information technology.

4.1.1.4 IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with data processing/word processing concepts.

4.1.1.5 IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with information technology hardware/software and its terminology.

4.1.1.6 IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with data communications, communicating clearly both orally and in writing, and conducting effective stakeholder interviews.

4.1.1.7 IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience evaluating existing systems of moderate complexity and to understand their structure and component parts.

4.1.1.8 IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience with analyzing information problems, applying technical information solutions and developing a work breakdown structure, estimating and scheduling.

4.1.1.9 IT Project Coordinator/Business Analyst must possess a minimum of two (2) years of experience preparing flow charts, graphs, tables and status reports, and using PC based word processing, spreadsheets and database programs.

4.1.2 IT Project Manager

4.1.2.1 IT Project Manager must perform according to the Project Management Institute's Body of Knowledge (PMBOK), to

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deliver projects on time, within budget, adhere to quality standards and meet customer expectations. Position will require responsibility to be held for overall coordination, status reporting, and development of all phases of small and medium-size projects of moderate complexity and risk.

- 4.1.2.2** IT Project Manager must have a minimum of four (4) years of full-time or equivalent part-time paid professional administrative, project management, or managerial experience in information technology such as computer programming, systems, programming, database management, technical writing, systems analysis, business analysis or information technology project management.
- 4.1.2.3** IT Project Manager must hold an active Certified Associate in Project Management or Project Management Professional certification from the Project Management Institute.
- 4.1.2.4** IT Project Manager must possess a minimum of four (4) years of experience with information architecture, system operation, software, hardware, or four (4) years of experience with networks and telecommunications systems.
- 4.1.2.5** IT Project Manager must possess a minimum of four (4) years of experience using personal computers in a Windows-based operating environment, skill in the use of workflow analysis, and with new developments and applications of information technology and emerging technologies.
- 4.1.2.6** IT Project Manager must possess a minimum of four (4) years of experience with principles and practices of project management methodology, according to the Project Management Institute's Body of Knowledge (PMBOK).
- 4.1.2.7** IT Project Manager must possess a minimum of four (4) years of experience with life-cycle management concepts, and information technology metrics methods and concepts.

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4.1.2.8 IT Project Manager must possess a minimum of four (4) years of experience overseeing and managing information technology projects, and developing and managing project budgets.

4.1.2.9 IT Project Manager must possess a minimum of four (4) years of experience planning strategically based on project management plans.

4.1.2.10 IT Project Manager must possess a minimum of four (4) years of experience compiling, assimilating, understanding complex technical information and data and communicating with various groups/stakeholders on information technology concepts and terminology, and communicating effectively and delivering effective presentations.

4.1.2.11 IT Project Manager must possess a minimum of four (4) years of experience assessing contract compliance and product/service quality to negotiate contracts.

4.1.2.12 IT Project Manager must possess a minimum of four (4) years of experience leading various employee levels to include management, professional, technical and support staff.

4.1.3 Senior IT Project Manager

4.1.3.1 Senior IT Project Manager must perform accepted project management methods and processes to deliver projects on time, within budget, adhere to quality standards and meet customer expectations. Responsibility will be held for

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overall coordination, status reporting, and development of all phases of medium and large-size projects of moderate complexity and risk.

- 4.1.3.2 Senior IT Project Manager must have a minimum of four (4) years of full-time or equivalent part-time paid professional administrative, project management, or managerial experience in information technology such as computer programming, systems, programming, database management, technical writing, systems analysis, business analysis or information technology project management.**
- 4.1.3.3 Senior IT Project Manager must hold an active Project Management Professional certification from the Project Management Institute.**
- 4.1.3.4 Senior IT Project Manager must possess a minimum of four (4) years of experience with information architecture, system operation, software, hardware, networks and telecommunication systems.**
- 4.1.3.5 Senior IT Project Manager must possess a minimum of four (4) years of experience with new developments and applications of information technology and emerging technologies.**
- 4.1.3.6 Senior IT Project Manager must possess a minimum of four (4) years of experience with principles and practices of project management methodology, according to the Project Management Institute's Body of Knowledge (PMBOK).**
- 4.1.3.7 Senior IT Project Manager must possess a minimum of four (4) years of experience with life-cycle management concepts, and with information technology metrics, methods and concepts.**

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4.1.3.8 Senior IT Project Manager must possess a minimum of four (4) years of experience using personal computers in a Windows-based operating environment.

4.1.3.9 Senior IT Project Manager must possess a minimum of four (4) years of experience using workflow analysis.

4.1.3.10 Senior IT Project Manager must possess a minimum of four (4) years of experience overseeing and managing information technology projects, and developing and managing project budgets.

4.1.3.11 Senior IT Project Manager must possess a minimum of four (4) years of experience planning strategically based on project management plans.

4.1.3.12 Senior IT Project Manager must possess a minimum of four (4) years of experience compiling, assimilating, understanding complex technical information and data and communicating to various groups/stakeholders on information technology concepts and terminology, and communicating effectively and delivering effective presentations.

4.1.3.13 Senior IT Project Manager must possess a minimum of four (4) years of experience assessing contract compliance and product/service quality; negotiating contracts.

4.1.3.14 Senior IT Project Manager must possess a minimum of four (4) years of experience leading various employee levels to include management, professional, technical and support staff.

4.1.4 Microsoft Office Specialist Trainer

4.1.4.1 Microsoft Office Specialist Trainer must deliver both third-party-developed and custom content for a wide range of

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information technology courses, focusing on Microsoft Office current version and/or subsequent versions productivity software, including Office 365 ProPlus. This technical trainer is self-directed and motivated to deliver the training programs and research new features or client support issues.

4.1.4.2 Microsoft Office Specialist Trainer must hold current Microsoft Office Specialist (MOS) certifications for each of Microsoft's core Office current version and/or subsequent versions of programs: Excel, Word, and Powerpoint.

4.1.4.3 Microsoft Office Specialist Trainer must hold a minimum of an Associate's degree from a regionally accredited college or university in computer science, computer information systems, information technology, computer engineering, electronics, network engineering or closely related field.

4.1.4.4 Microsoft Office Specialist Trainer must have two (2) years of classroom training experience, and at least one (1) year of experience in administering e-learning or virtual classroom webinars.

4.1.4.5 Microsoft Office Specialist Trainer must possess two (2) years of experience researching and refining training topics to reflect the evergreen functionality of the Microsoft productivity suite.

4.1.4.6 Microsoft Office Specialist Trainer must possess two (2) years of experience providing outstanding customer service with clear written and oral communication.

4.1.4.7 Microsoft Office Specialist Trainer must possess two (2) years of experience developing custom instructional manuals, if needed.

4.1.4.8 Microsoft Office Specialist Trainer must possess two (2) years of experience presenting training with professional

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and authoritative public speaking abilities and command of the subject matters.

4.1.4.9 Microsoft Office Specialist Trainer must possess two (2) years of experience providing helpful trouble-shooting and patient problem solving one-on-one with client questions about Microsoft Office products.

4.1.5 Cyber Security Auditor

4.1.5.1 Cyber Security Auditor must have a minimum of three (3) years of experience monitoring and evaluating a system's compliance with IT security, resilience and dependability requirements.

4.1.5.2 Cyber Security Auditor must have a minimum of three (3) years of experience verifying that application software/network/system security postures are implemented as stated, document deviations, and recommending required actions to correct those deviations.

4.1.5.3 Cyber Security Auditor must have a minimum of three (3) years of experience verifying that the software application/network/system accreditation and assurance documentation is current.

4.1.5.4 Cyber Security Auditor must have a minimum of three (3) years of experience performing validation steps, comparing actual results with expected results and analyzing the differences to identify impact and risks.

4.1.6 Next Generation Firewall (NGFW) Administrator

4.1.6.1 NGFW Administrator must have a minimum of three (3) years of experience configuring, monitoring and utilizing NGFWs.

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4.1.6.2 NGFW Administrator must have a minimum of three (3) years of experience configuring policies and rules for a NGFW.

4.1.6.3 NGFW Administrator must have a minimum of five (5) years of experience of network protocols such as TCP/IP, Dynamic Host Configuration, Domain Name System (DNS), and directory services.

4.1.6.4 NGFW Administrator must have a minimum of five (5) years of experience of network security architecture concepts including topology, protocols, components, and principles (e.g., application of defense-in-depth).

4.1.6.5 NGFW Administrator must have a minimum of five (5) years of experience with examining network topologies to understand data flows through the network.

4.1.6.6 NGFW Administrator must have a minimum of five (5) years of experience identifying applications and operating systems of a network device based on network traffic.

4.1.6.7 NGFW Administrator must have a minimum of five (5) years of experience characterizing and analyzing network traffic to identify anomalous activity and potential threats to network resources.

4.1.7 Network Engineer

4.1.7.1 Network Engineer must have at least five (5) years of experience in the design, installation, and support of complex communication systems at an enterprise level.

4.1.7.2 Network Engineer must possess at least five (5) years of experience designing and implementing both wired and wireless communication solutions.

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4.1.7.3 Network Engineer must possess at least five (5) years of experience with WAN/LAN protocols including BGP, MPLS, VRF, EIGRP, and TCP/IP.

4.1.7.4 Network Engineer must possess at least five (5) years of experience with wireless 802.11 a/b/g/n.

4.1.7.5 Network Engineer must possess at least five (5) years of experience configuring Cisco routers, switches, wireless access points, and firewalls.

4.1.7.6 Network Engineer must possess at least five (5) years of experience troubleshooting and resolving issues involving routers, switches, and firewalls within a highly complex multi-protocol system.

4.1.7.7 Network Engineer must possess strong analytical and organizational skills and at least five (5) years of experience prioritizing projects in a rapidly changing environment.

4.1.7.8 Network Engineer must possess at least five (5) years of experience leading technical projects and producing detailed documentation.

4.1.7.9 Network Engineer must possess at least five (5) years of experience conveying complicated data, utilizing strong oral and written communication skills to project team and stakeholders.

4.1.7.10 Network Engineer must possess at least five (5) years of experience with network diagnostic and monitoring tools.

4.1.8 VoIP Engineer

4.1.8.1 VoIP Engineer must possess at least five (5) years of experience in the design, installation, and support of large scale Cisco Voice-over-IP communication systems.

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- 4.1.8.2** VoIP Engineer must possess a minimum of three (3) years of experience with Cisco Unified Communications Manager (v9.x; v10.x), Call Manager Express, Unified Contact Center Express, Unity Connection, Unified Presence, Prime Collaboration, Jabber and IP Communicator.
- 4.1.8.3** VoIP Engineer must possess a minimum of five (5) years of experience configuring Cisco routers and switches.
- 4.1.8.4** VoIP Engineer must possess a minimum of three (3) years of experience recording applications and Singlewire InformaCast paging gateways.
- 4.1.8.5** VoIP Engineer must possess a minimum of five (5) years of experience with VMware vSphere.
- 4.1.8.6** VoIP Engineer must possess a minimum of five (5) years of experience troubleshooting and resolving issues within large scale complex systems.
- 4.1.8.7** VoIP Engineer must possess a minimum of five (5) years of experience utilizing strong analytical and organizational skills to prioritize projects in a rapidly changing environment.
- 4.1.8.8** VoIP Engineer must possess a minimum of five (5) years of experience leading technical projects and producing detailed documentation.
- 4.1.8.9** VoIP Engineer must possess at least five (5) years of experience conveying complicated data, utilizing strong oral and written communication skills to project team and stakeholders.

4.1.9 Windows Server System Administrator

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- 4.1.9.1** Windows Server System Administrator must have a minimum of three (3) years of Windows Server system administration experience.
- 4.1.9.2** Windows Server System Administrator must have a minimum of three (3) years of experience with VMware.
- 4.1.9.3** Windows Server System Administrator must have a minimum of three (3) years of experience with the virtualization and consolidation of standalone physical servers.
- 4.1.9.4** Windows Server System Administrator must have a minimum of three (3) years of experience provisioning virtual machines; including CPU, memory and storage.
- 4.1.9.5** Windows Server System Administrator must have a minimum of three (3) years of experience developing server build images and processes including automatic deployment technologies.
- 4.1.9.6** Windows Server System Administrator must be available periodically to work outside of normal work hours with very little advanced notice. This may include evenings and weekends.
- 4.1.9.7** Windows Server System Administrator must have a minimum of three (3) years of experience monitoring server logs and health alarms.
- 4.1.9.8** Windows Server System Administrator must have a minimum of three (3) years of experience with customer interaction.
- 4.1.9.9** Windows Server System Administrator must have a minimum of three (3) years of experience with problem investigation, troubleshooting and resolution.

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4.1.9.10 Windows Server System Administrator must have a minimum of three (3) years of experience with clusters and high availability environments.

4.1.9.11 Windows Server System Administrator must have a minimum of three (3) years of experience repairing and recovering from hardware and/or software failures.

4.1.9.12 Windows Server System Administrator must have a minimum of three (3) years of experience applying patches and upgrades.

4.1.9.13 Windows Server System Administrator must have a minimum of three (3) years of experience configuring and/or adding new services.

4.1.9.14 Windows Server System Administrator must have a minimum of three (3) years of experience performing periodic performance reporting to support capacity planning.

4.1.9.15 Windows Server System Administrator must have a minimum of three (3) years of experience with Network Attached Storage (NAS) and EMC storage devices.

4.1.9.16 Windows Server System Administrator must have a minimum of three (3) years of experience with scripting and PowerShell commands.

4.1.10 Red Hat Linux Server System Administrator

4.1.10.1 RedHat Linux Server System Administrator must have a minimum of three (3) years of Red Hat Linux Server system administration experience.

4.1.10.2 RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with Linux.

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- 4.1.10.3** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with the virtualization and consolidation of standalone physical servers.
- 4.1.10.4** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience provisioning virtual machines; including CPU, memory and storage.
- 4.1.10.5** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience developing server build images and processes including automatic deployment technologies.
- 4.1.10.6** RedHat Linux Server System Administrator must be available periodically to work outside of normal work hours with very little advanced notice. This may include evenings and weekends.
- 4.1.10.7** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with monitoring server logs and health alarms.
- 4.1.10.8** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with customer interaction.
- 4.1.10.9** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with problem investigation, troubleshooting and resolution.
- 4.1.10.10** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with clusters and high availability environments.
- 4.1.10.11** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with repair and recovery from hardware and/or software failures.

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- 4.1.10.12** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience applying patches and upgrades.
- 4.1.10.13** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with configuring and/or adding new services.
- 4.1.10.14** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience with performing periodic performance reporting to support capacity planning.
- 4.1.10.15** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience understanding and using essential tools for handling files and directories.
- 4.1.10.16** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience identifying processes, starting and stopping virtual machines, and controlling services.
- 4.1.10.17** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience creating and configuring file systems and file system attributes.
- 4.1.10.18** RedHat Linux Server System Administrator must have a minimum of three (3) years of experience managing security, including basic firewall and SELinux configuration.

4.2 VENDOR RESPONSIBILITIES

- 4.2.1** Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by WVOT, Vendor shall provide the

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qualifications of proposed candidates who meet all requirements of the RFQ.

- 4.2.2** Successful vendors will provide staffing as requested by WVOT. Assignments will be for a specified period of time and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from WVOT, or consistently being unresponsive to WVOT's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3** Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.
- 4.2.4** Successful vendors shall provide WVOT with information on each staffing candidate, including applications. These must be sent to WVOT along with the listing of possible candidates to interview.
- 4.2.5** Successful vendors must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6** Successful vendors are prohibited from providing as a candidate any employee who was previously dismissed for disciplinary or performance reasons by any WVOT Facility or Office or failed to execute duties satisfactorily, whether as a full-time employee or as contract temporary staff.
- 4.2.7** Successful vendor having the first priority contract for any classification required by WVOT will be contacted first and will have 48 hours (2 business days) to acknowledge the initial contact request for staffing (in writing, by a means dictated by WVOT on the initial contact request, but likely by email or fax), and must inform WVOT if they are able or unable to fulfill the request. If unable to supply a candidate at the time, Vendor

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The Vendor's provided candidate must consistently perform the contracted duties as outlined in these specifications or in the project-specific scope included within any Delivery Order. WVOT will notify the awarded vendor if a Vendor's employee fails to consistently perform the contracted duties. WVOT may, as part of this notification, request the Vendor replace the candidate; if so, the Vendor has 2 weeks (10 business days) from this notification to provide the qualifications for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.

- 4.2.8** The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.
- 4.2.9** If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to WVOT within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to WVOT a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that WVOT may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If WVOT needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).
- 4.2.10** Successful Vendors and candidates must comply with all WVOT policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by WVOT. Vendor, Contractor and Agency shall comply with the West

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Virginia Division of Personnel Drug and Alcohol Free Workplace Policy,
Attachment A, and the West Virginia Division of Personnel Prohibited
Workplace Harassment Policy, Attachment B.

4.3 DUTIES AND RESPONSIBILITIES OF WVOT

4.3.1 Ordering Procedure: WVOT will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. WVOT may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; WVOT has full discretion on how they wish to organize and issue notifications to the Vendor with current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of WVOT (ie, WVOT should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, WVOT requires two Technical Writers for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification. WVOT will make every effort to respond to vendor responses within ten (10) days.

Upon receipt of required documents, interviews will be arranged by the appropriate Director or his/her designee. Interviews will be conducted, at least by telephone, and review of qualifications will be performed by WVOT in order to verify the candidate meets the requirements for the requested classification.

After WVOT has chosen the candidate from those provided by the Vendor, WVOT will notify the vendor for a signed, dated quote (see Vendor Responsibilities, above), then complete a Delivery Order noting the Candidate, the Hourly Rate, the Quantity of Hours required for the project, start and end dates for the Delivery Order/Project, and any other information or requirements pertinent

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to the project for each classification requested. WVOT reserves the right to require a SOW if deemed necessary.

Delivery Orders in excess of \$250,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Orders of \$250,000.00 or under will be processed as WVOT Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in WVOasis).

- 4.3.2 WVOT shall provide each candidate with a final copy of the ADO/CDO containing the hours to be worked, the specific location to which they must report and their work schedule.
- 4.3.3 Successful Vendor(s)' candidate shall work under WVOT supervision. WVOT shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at WVOT.
- 4.3.4 WVOT reserves the right to terminate the candidate selected for a position providing services to WVOT without cause if it is determined to be in the best interest and well-being of WVOT. Termination would occur by cancellation of the remainder of the Delivery Order, and does not require prior notification to the Vendor.
- 4.3.5 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS – <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

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DOL – <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

Prior to utilizing the services available under this contract, the requestor must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that the requestor review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

- 4.3.6** In the event of the expiration of an ADO/CDO, if the candidate has developed a specialized WVOT existing environment knowledge base that would make the contractor difficult to replace, WVOT reserves the right to maintain the incumbent candidate if available, and if the vendor agrees, instead of beginning the ordering procedure again. A new contract, ADO/CDO, would be released to account for the additional hours, unless the total projected extension of hours does not exceed ten (10) percent of the original ADO/CDO, in which case a modification/change order can be submitted.
- 4.3.7** It is the sole responsibility of WVOT to ensure that they are notifying the appropriately prioritized vendor for each classification; the Vendor is not responsible for determining if WVOT has acquired the necessary waiver from, or documented the non-responsiveness of, any other vendor in order for them to be appropriately contacting the current Vendor.

4.4 GENERAL REQUIREMENTS

- 4.4.1** In addition to what is covered by the General Terms and Conditions included with the solicitation, quarterly reports required from the Vendor must contain:

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- Complete name of each accepted, actively working candidate during the period;
- Classification of each accepted, actively working candidate during the period;
- WVOT and Program (when applicable) where each candidate was provided;
- Number of hours each candidate has worked (for each quarter and YTD);
- The contract's hourly pay rate for each candidate;

NOTE: These reports will be mandatory; failure to adhere to this requirement may result in cancellation of the Contract. Such reports shall be sent electronically to WVOT Contract Manager (including all hours provided during the quarter). These reports are due within 30 days after the end of each calendar year quarter.

- 4.4.2** In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, Vendor and any candidate they provide may be required to sign the HIPAA/Business Associate Addendum with an Appendix 1, which indicates the specific Protected Health Information (PHI), specifically written for the project for which WVOT is requesting the candidate, prior to issuance of any delivery order. A copy of the form (without the specific PHI in Appendix 1) is available on the website referenced in the Confidentiality term. The HIPAA/Business Associate Addendum is not required for award of the Contract.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide WVOT with a purchase price for all of the Contract Services, and it is WVOT's intent to award multiple contracts to ensure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest

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Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Grand Total for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most six (6) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An indicator of "1" on the spreadsheet Contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

In the event of a tie for a classification award and/or prioritization, the Purchasing Director, or his/her designee shall break the tie by allowing the tied vendors to make a final offer, flip of a coin, draw of the cards, or any other impartial method considered prudent by the Director.

5.2 Pricing Page: Vendor should complete the Pricing Page, Exhibit A, by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a "no bid" or "N/A" on their bid.

Vendor should type or electronically enter the information into the Pricing Pages provided as the assembled CRFQ document in wvOASIS. Bidders wishing to submit a paper bid should download and print a hard copy of the wvOASIS Pricing Pages and provide as the Unit Price their Hourly Rate. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Stephanie.L.Gale@wv.gov

The rates bid for the contract shall remain firm for the life of the Contract. Rates reflected on delivery orders issued will remain firm for the effective dates of the delivery order and shall concur with the rates bid.

6. PERFORMANCE: Vendor and WVOT shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by WVOT. 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.

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- 7. PAYMENT:** WVOT shall pay hourly rate, 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 WVOT separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to WVOT'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 WVOT immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to WVOT's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of WVOT'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.

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10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to WVOT 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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

POLICY

West Virginia Division of Personnel



DRUG- AND ALCOHOL-FREE WORKPLACE

I. PURPOSE

- A. The purpose of this policy is to establish clear and uniform guidelines in accordance with federal and State regulations regarding alcohol, drugs, or controlled substances, including the provisions of the Drug-Free Workplace Act of 1988.
1. Further, the purpose of this policy is to make every effort to institute and maintain a drug- and alcohol-free workplace.
 2. This policy shall cover all independent contractors, volunteers, and employees of the State of West Virginia, including executive, administrative, classified, non-classified, exempt, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel.
- B. The policy's goal is to comply with the Drug-Free Workplace statute and to eliminate the presence and/or use of alcohol and illegal drugs in the workplace.
1. Further, the intent of this policy is to ensure that State government workplaces are safe, productive, and secure for independent contractors, volunteers, employees and citizens.
 2. This policy prohibits the use of alcohol and/or illegal drugs in the workplace as such use may affect an independent contractor's, volunteer's, or employee's job performance; bring discredit upon the reputation of the State of West Virginia, as the employer, and/or threaten the safety of independent contractors, volunteers, employees, individuals entrusted to the care of the State, and the general public.

II. DEFINITIONS

- A. **Alcoholic Liquors:** These include alcohol, beer, wine and spirits, and any liquid or solid containing alcohol and capable of being used as a beverage.
- B. **Independent Contractor:** Any department, division, unit, or any person responsible for the performance of work under a contract.
- C. **Controlled Substance:** A federally-regulated substance listed in Exhibit A and/or Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and West Virginia Code § 60A-2-201, et seq., that when taken into the body, may impair one's mental faculties and/or physical performance.
- D. **Conviction:** A finding of guilt, (including a plea of nolo contendere) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or State criminal drug statutes.
- E. **Criminal Drug Statute:** A criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.



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- F. **Employee:** Any person who works full-time or part-time, including management, or temporary staff who are directly engaged in the performance of work for a State employer.
- G. **Federal Agency:** Any agency as that term is defined in Section 552(f) of the Title IV, United States Code.
- H. **Grantee:** Any department, division, unit, or any person responsible for the performance of work under the provisions of a federal grant.
- I. **Legal Drug:** Legal drugs include medications prescribed by a physician, and over-the-counter medications which have been legally obtained and are being used solely for the purpose for which they were prescribed by a physician or manufactured.
- J. **Illegal Drug:** Any drug which is not legally obtainable and is being used in a manner or for a purpose other than as prescribed. Illegal drugs include those controlled substances under federal or State law which are not authorized for sale, possession, or use, and legal drugs which are obtained or distributed illegally.
- K. **Workplace:** A work site where service or work is performed in connection with an independent contractor's, volunteer's, or employee's public employment or service. The workplace shall include facilities, property, buildings, offices, structures, automobiles, trucks, trailers, other vehicles, and parking areas provided by the State, even if not owned, leased, or operated by the State.
- L. **Volunteer:** Any authorized individual not receiving compensation while directly engaged in the performance of services for a State employer.

III. POLICY

- A. It is the policy of West Virginia State government to ensure that its workplaces are free of alcohol, illegal drugs and controlled substances by prohibiting the use, possession, purchase, distribution, sale, or having such substances in the body system. Although the sale and use of alcohol by an adult may be legal, the possession, use, distribution, or dispensation of alcohol in the workplace is strictly prohibited.
- B. This policy is applicable while independent contractors, volunteers, and employees are engaged in any work/service-related activity which includes performance of agency business. Work/service-related activity includes, but is not limited to, conducting work/service, representing the State or the agency, receiving awards, speaking as a State or agency representative, and participation in receptions when invited as a result of State employment/service.
- C. The possession, use, distribution, or dispensation of alcohol; the reporting to work under the influence of alcohol, or having alcohol in the body system at work, whether the alcohol was consumed at work or away from work, are all prohibited in the workplace. When reasonable suspicion exists that an independent contractor, volunteer, or employee has reported to work under the influence of alcohol, illegal drugs, or is impaired due to abuse or misuse of controlled substances or prescribed medications, the individual may be subject to assessment and disciplinary action or termination of service agreement.

POLICY

West Virginia Division of Personnel



PROHIBITED WORKPLACE HARASSMENT

NOTE: This policy replaces Interpretive Bulletin DOP-B6 (Prohibited Workplace Harassment).

- I. PURPOSE:** The purpose of this policy is to prescribe a work environment where illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process) or status explicitly defined as protected under applicable State and federal law as well as nondiscriminatory hostile workplace harassment does not occur. Employees have the right to be free from harassment while in a State government workplace, and the State has the legal obligation to ensure that such harassment does not occur and that effective means of redress are available. This policy shall cover all independent contractors, volunteers, and employees of the State of West Virginia, including executive, administrative, classified, non-classified, exempt, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel.
- II. DEFINITIONS**
- A. Appointing Authority:** The executive or administrative head of a unit of State government who is authorized by statute to appoint employees in the classified or classified-exempt service.
- B. Discriminatory Hostile Work Environment Harassment:** Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law.
- C. Employee:** Any person who lawfully occupies a permanent or temporary position with the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this document, "employee" shall also include authorized students and interns performing services for an employer under direct supervision irrespective of receipt of wages.
- D. Employer:** The State or any affiliated political subdivision including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.
- E. Equal Employment Opportunity (EEO) Coordinator/Counselor:** The agency employee selected by an appointing authority to advise employees and management concerning proper EEO procedures and to function as a liaison with the State EEO Office.
- F. Hostile Work Environment Sexual Harassment:** A type of illegal sexual harassment based on gender that is sufficiently severe and pervasive as to alter the conditions of the employee's employment and create a hostile and abusive working environment.
- G. Independent Contractor:** Any entity or person responsible for the performance of work under a contract.



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- H. **Nondiscriminatory Hostile Workplace Harassment:** A form of harassment commonly referred to as "bullying" that involves verbal, non-verbal or physical conduct that is not discriminatory in nature but is so atrocious, intolerable, extreme and outrageous in nature that it exceeds the bounds of decency and creates fear, intimidates, ostracizes, psychologically or physically threatens, embarrasses, ridicules, or in some other way unreasonably over burdens or precludes an employee from reasonably performing her or his work.
- I. **Quid Pro Quo Sexual Harassment:** Meaning "this for that" or "something for something," a type of illegal sexual harassment in which the satisfaction of a sexual demand is used as the basis of a tangible employment action.
- J. **Retaliation:** Adverse action pertaining to any aspect of employment (hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment) taken against an individual for participating in a complaint and/or investigation process. For the purpose of this policy, retaliation shall also include actions taken against such an individual by the accused or other employees.
- K. **Sexual Harassment:** A type of illegal harassment which involves any unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal, written, or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
 2. Submission to or rejection of such conduct is used as the basis for personnel actions affecting an employee; or,
 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment.
- L. **State EEO Office:** The State agency authorized by Executive Order to direct all aspects of the statewide EEO program to prevent unlawful employment discrimination and to promote diversity in West Virginia State government.
- M. **Third-party Harassment: Hostile Environment or Quid Pro Quo Harassment in which:**
1. An employee is harassed by a non-employee such as a client or vendor;
 2. An employee harasses a non-employee with whom the agency has a business relationship; or,
 3. An employee believes that a hostile environment exists due to a sexual relationship involving two other employees.
- N. **Volunteer:** Any authorized individual directly engaged in the performance of services for a State employer without promise, expectation, or receipt of compensation.
- O. **Workplace:** A worksite where service or work is performed in connection with an independent contractor's, volunteer's, or employee's public employment or service, including sites of social



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functions and conferences. The workplace includes, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, other vehicles, and parking areas provided by the State, even if not owned, leased, or operated by the State.

- P. **Work-/service-related Activity:** Includes, but is not limited to, conducting work/service, representing the State or the agency, receiving awards, speaking as a State or agency representative, and participating in receptions when invited as a result of State employment/service.

III. POLICY

- A. **Illegal harassment is prohibited by the West Virginia Human Rights Act and Title VII of the Civil Rights Act of 1964 where such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.**
- B. **Although some harassment may not violate existing discrimination laws, such behavior can result in a tort claim for intentional infliction of emotional distress. As such, all forms of harassment are prohibited.**
1. **This policy extends to employees while engaged in any work-/service-related activity which includes the performance of agency business.**
 2. **Further, this prohibition applies to independent contractors and volunteers while engaged in any work-/service-related activity in a workplace owned, leased, or operated by a public agency or entity.**
 3. **Any employee found to be in violation of this policy will be subject to disciplinary action up to and including dismissal.**
- C. **Management is potentially liable for acts of harassment in the workplace whether or not the source or target of harassment is another employee or a non-employee.**
1. **Liability for such acts can be imputed on the employer, unless the employer demonstrates that immediate and appropriate corrective action was taken upon notice of the improper conduct.**
 2. **Employees may also be held personally liable for harassment.**
 3. **Employees who experience third-party harassment shall also have standing to file claims for discrimination or harassment where employment opportunities or benefits are granted or a hostile environment is created because of an individual's submission to the employer's sexual advances or requests for sexual favors.**
- D. **Illegal harassment prohibited by State and federal anti-discrimination laws which includes words, conduct, or action, usually repeated or persistent, directed at a specific person that annoys, alarms, or causes substantial emotional distress in that person and serves no legitimate purpose.**



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- E. There are two legally recognized types of sexual harassment claims: (1) Quid Pro Quo Sexual Harassment, and (2) Hostile Work Environment Sexual Harassment. Such harassment involves verbal and/or physical conduct which may include, but is not limited to:
1. Sexually explicit or implicit propositions;
 2. Improper questions about an employee's private life;
 3. Sexually discriminatory ridicule, insults, jokes, or drawings;
 4. Undesired, intentional touching such as embracing, patting, or pinching;
 5. Remarks directed against one's sex as a class or group;
 6. Threatened, attempted, or actual sexual assault or rape;
 7. Repeated sexually explicit or implicit comments or obscene and suggestive remarks that are unwelcome or discomfiting to the employee;
 8. Offers of tangible employment benefits in exchange for sexual favors, or threats or reprisals for negative responses to sexual advances; and/or,
 9. Sexual harassment by a supervisor of an employee of the same sex.
- F. Although the scope of The Civil Rights Act of 1964 does not extend to protect employees that are not members of a protected class from unlawful employment discrimination, an employee can still impute liability upon an employer for the infliction of emotional distress if the employer fails to take corrective action when an employee provides notice of nondiscriminatory workplace harassment that has subsequently created a hostile work environment for the employee.
- G. Nondiscriminatory Hostile Workplace Harassment consists of unreasonable or outrageous behavior that deliberately causes extreme physical and/or emotional distress. Such conduct involves the repeated unwelcome mistreatment of one or more employees often involving a combination of intimidation, humiliation, and sabotage of performance which may include, but is not limited to:
1. Unwarranted constant and destructive criticism;
 2. Singling out and isolating, ignoring, ostracizing, etc.;
 3. Persistently demeaning, patronizing, belittling, and ridiculing; and/or,
 4. Threatening, shouting at, and humiliating particularly in front of others.

IV. COMPLAINT AND INVESTIGATION

- A. It is important to note that Nondiscriminatory Hostile Workplace Harassment claims are not within the jurisdiction of the State EEO Office.



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1. Employees must address such complaints through their manager/supervisor, the West Virginia Public Employees Grievance Procedure, or litigation.
 2. Complaints regarding illegal harassment shall be handled in accordance with established EEO procedures.
 3. All information shall be held in strictest confidence and shall be disclosed only to appropriate individuals on a need-to-know basis to investigate and resolve the matter.
- B. While an individual alleging illegal harassment has a duty to promptly report the incident or complaint to the agency's EEO Coordinator/Counselor or his or her immediate supervisor, the individual also has the right to file such complaints with the West Virginia Human Rights Commission and/or the United States Equal Employment Opportunity Commission (EEOC).

V. RESPONSIBILITIES

- A. Employees have the responsibility to:
1. Refrain from all forms of harassment.
 2. Promptly report allegations or observations of harassment to the appropriate individuals (i.e., supervisor, manager, EEO Coordinator/Counselor, or human resources).
 3. Fully cooperate in and not interfere with any employer-authorized investigation.
 4. Not retaliate against those who participate in the complaint and/or investigation process.
 5. Participate in required training.
 6. Acknowledge understanding of and compliance with this policy by signing the Prohibited Workplace Harassment Acknowledgment Form (Appendix A).
- B. Appointing authorities have the responsibility to:
1. Monitor the work environment to ensure that it is free of harassment.
 2. Promptly investigate complaints of harassment.
 3. Enforce this policy and take immediate and appropriate action to address violations.
 4. Ensure that complainants, falsely accused individuals, and/or persons interviewed regarding complaints suffer no adverse impact in their employment or retaliation.
 5. Ensure that confidentiality is maintained by keeping all information regarding a complaint of harassment in a separate, confidential file with access restricted to appropriate individuals on a need-to-know basis.



PROHIBITED WORKPLACE HARASSMENT

6. Ensure that all employees receive appropriate training and that supervisory personnel complete Division of Personnel training on the Prohibited Workplace Harassment policy.
7. Ensure that all required reports are provided to the State EEO Office.
8. Post the Prohibited Workplace Harassment Poster (Appendix B) at conspicuous locations throughout the agency.
9. Communicate this policy to all employees through inclusion in the orientation process of all new employees, and by making it readily available at all work locations.
10. Maintain the signed Prohibited Workplace Harassment Acknowledgment Form (Appendix A) in each employee's agency personnel file.

VI. REFERENCES

A. Federal

1. U.S. Const., amend. XIV.
2. Executive Order 11246 of 1965, as amended.
3. 8 USC 1324 et seq., (Immigration Reform and Control Act of 1986).
4. 29 USC 206(d) et seq., (Equal Pay Act of 1963, as amended).
5. 29 USC 621, et seq., (Age Discrimination in Employment Act of 1967, as amended).
6. 29 USC 701 et seq., (Rehabilitation Act of 1973).
7. 29 USC 791 et seq., (Rehabilitation Act of 1992).
8. 29 USC 2601 et seq., (Family and Medical Leave Act of 1993).
9. 38 USC 4301 et seq., (Uniform Services Employment and Re-employment Rights Act of 1994).
10. 42 USC 1981 et seq., (Civil Rights Act of 1991).
11. 42 USC 12101 et seq., (Americans with Disabilities Act of 1990).
12. 42 USCA 12101 et seq., (Americans with Disabilities Act Amendments Act of 2008).
13. 42 USC 2000e(k) (Pregnancy Discrimination Act of 1978).
14. 42 USC 2000d-2000d-7, (Civil Rights Remedies Equalization Act of 1986).
15. 42 USC 2000e et seq., (Title VII of the U.S. Civil Rights Act of 1964, as amended).
16. 42 USC 2000ff et seq., (Genetic Information Nondiscrimination Act of 2008).
17. 29 CFR 1600-1699 (EEOC Uniform Guidelines).

B. State

1. West Virginia Code § 5-11-1 et seq., West Virginia Human Rights Act.
2. West Virginia Code § 5-15-1 et seq., White Cane Law.
3. West Virginia Code § 21-3-19, Discrimination for use of tobacco products prohibited.
4. West Virginia Code § 21-5-17, Employers prohibited from discharging employees for time lost as volunteer firemen or emergency medical service attendant.
5. West Virginia Code § 21-5-18, Employers prohibited from discharging employees for time lost as emergency medical service personnel.
6. West Virginia Code § 21-5E-1 et seq., Equal Pay for Equal Work for State Employees.



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7. West Virginia Code § 23-5A-3, Termination of Injured Employee Prohibited; re-employment of injured employees.
8. West Virginia Code § 52-3-1, Discrimination for Jury Service.
9. Executive Order No. 3-94 (April 30, 1994).

VII. EFFECTIVE DATE: May 1, 1993 (this effective date pertains to the original DOP-P6 Policy, Sexual Harassment Prohibited).

VIII. REVISIONS

A. Previous Revisions

1. Pertaining to the original DOP-P6 Policy, Sexual Harassment Prohibited: July 15, 1994, October 20, 1994, and January 1, 2004.
2. Pertaining to the Interpretive Bulletin: January 1, 2005 and December 1, 2006.

B. Latest Revision: December 1, 2011.

IX. POLICY NUMBER: DOP-P6.

Approved and Issued By:

Sara P. Walker, Director of Personnel

Date Signed: November 29, 2011.

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Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, genetics, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment (bullying), is prohibited in the workplace.

If you feel you are a victim of illegal harassment, you have a duty to promptly report the incident to your agency's Equal Employment Opportunity (EEO) Coordinator/Counselor or your supervisor. In addition, you have the right to file a complaint/grievance with the:

- West Virginia Equal Employment Opportunity Office: 304-558-0400
- West Virginia Public Employees Grievance Board: 304-558-3361
- West Virginia Human Rights Commission: 304-558-2616
- United States Equal Employment Opportunity Commission: 800-669-4000; 800-669-6820(TTY)

If you feel you are a victim of nondiscriminatory hostile workplace harassment, you should immediately notify your manager or human resources office. You may also file a grievance with the West Virginia Public Employees Grievance Board.

If you believe you have witnessed harassment of another, please report the incident(s) to your agency EEO Coordinator/Counselor, supervisor, or human resources office.

If you have questions about the West Virginia Division of Personnel's statewide Prohibited Workplace Harassment policy, you may contact the Employee Relations Section at 304-558-3950 ext 57209.

WRITTEN POLICY AVAILABLE FROM

West Virginia Division of Personnel
State Capitol Complex, Building 6, Room 416
304-558-3950 ext. 57209

OR ON THE WEB AT: www.personnel.wv.gov