



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information Contact Default Values Discount Document Information

Procurement Folder: 199542

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0313

Vendor ID: VS0000007591

SO Doc ID: DEP1700000001

Legal Name: Qlarion Inc

Published Date: 8/15/16

Alias/DBA:

Close Date: 8/30/16

Total Bid: \$232,960.00

Close Time: 13:30

Response Date: 08/30/2016

Status: Closed

Response Time: 12:43

Solicitation Description: Addendum 1-Senior SAP BW Consultant
BTO16-100 for DEP

Total of Header Attachments: 0

Total of All Attachments: 0

August 30, 2016

State of West Virginia
Department of Environmental Protection

REQUEST FOR QUOTATION

Senior SAP BW Consultant

SOLICITATION NO. CRFQ_0313_DEP1700000001

Submitted by:



Qlarion Inc.
12007 Sunrise Valley Road
Reston, VA 20191

www.Qlarion.com
(571) 222-6662

Ms. Jessica S. Chambers
Department of Administration
Purchasing Division
2019 Washington St. E
Charleston, WV 25305-0130

August 30, 2016

Re: CRFQ_0313_DEP1700000001 Senior SAP BW Consultant

Dear Ms. Chambers:

Qlarion Inc. appreciates the opportunity to respond to the State of West Virginia's Department of Environmental Protection (State's) Request for Quotation for a Senior SAP BW Consultant.

Founded in 2001, Qlarion's sole focus is helping Public Sector organizations use data and analytics to make more informed and more timely business decisions and ultimately become data-driven organizations. Qlarion ensures our clients' success by focusing on their business mission first, and then ensuring technology is applied appropriately to achieve the business objectives.

Value of SAP Partnership

Qlarion has been a SAP PartnerEdge implementation partner and SAP Value Added Reseller for 11 years. The SAP partnership grants Qlarion and our clients' access to unique insight and expertise to make the most of their data management and analytics investments. In the state and local market, Qlarion is the service provider and strategic advisor in one of SAP's key analytics accounts, the City of Boston. Our creative joint solutions have led to the City saving an estimated \$5 million annually. Qlarion is also the exclusive SAP service provider and reseller for the Commonwealth of Virginia Next Generation Analytics contract.

Together, Qlarion and SAP have been working to help state and local clients implement creative data management and analytics solutions for over a decade. Some of our mutual successes have been highlighted in local and national publications:

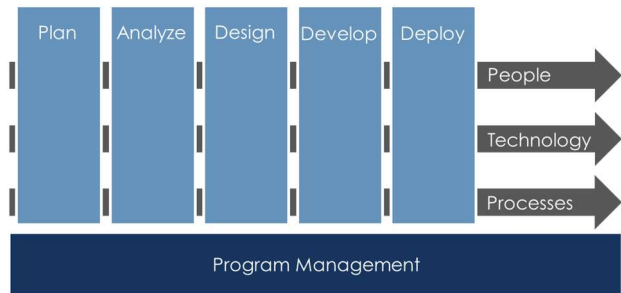
- Washington Post
http://www.washingtonpost.com/business/on-it/city-of-boston-signs-up-for-reston-app-developers-permit-finder/2014/12/13/929292c4-8171-11e4-9f38-95a187e4c1f7_story.html
- CityLab by The Atlantic
<http://www.citylab.com/tech/2014/12/should-cities-give-hackathons-another-look-to-improve-digital-infrastructure/383848/>
- The Boston Globe
<http://www.bostonglobe.com/business/2015/07/06/boston-permits-record-billion-residential-developments-first-half/RraOTLooSMzrEUjZ8t3BaJ/story.html>
- Government Executive
<http://www.govexec.com/state-local/2015/02/boston-snow-stats/104514/?oref=river>

Qlarion has presented at multiple international SAP conferences including SAP's worldwide Public Sector conference in the Netherlands and we advise SAP on their state and local solution roadmap.

Value of IMAGINE™ Delivery Framework

Qlarion's approach on this project will be guided by our analytics delivery framework called IMAGINE™.

The IMAGINE™ framework includes more than 400 detailed steps to guide an implementation, plus templates and sample artifacts that allow Qlarion to move quickly, but not carelessly, throughout an implementation. We tailor and modify this repeatable framework based on the specific requirements for a given project to serve as the roadmap for a successful solution implementation.



Qlarion projects follow rigorous program management principals to manage scope, schedule, quality, cost, and risks. All Qlarion consultants have been trained and certified on IMAGINE™ processes, sample artifacts, and templates, driving uniformity in our delivery. Qlarion believes IMAGINE™ will aid in meeting the timelines set forth by the State while maximizing value and minimizing risk.

Value of Qlarion Resources

In starting the implementation of a SAP BusinessObjects business warehouse, it will be essential for the State to have a resource with deep experience in SAP Data Services. Our proposed resource for the Senior SAP BW Consultant is Mr. Matt Nallen has that experience. Matt exceeds all of the State's minimum qualifications and mandatory requirements. He has over 13 years of experience leading the definition and implementation of SAP business warehouse solutions and is SAP-certified in the SAP BusinessObjects BI Suite, SAP Data Services, and SAP Information Steward.

Matt is excited to relocate to Charleston, WV for the duration of this contract to be closer to his family.

In addition to our proposed resource, the State will be supported by a technical advisory board of Qlarion data management and analytics experts. The advisory board will serve as a **free** resource to support Matt with the appropriate expertise to help ensure the best results for the State.

Summary

In addition to Mr. Nallen's extensive experience, our long-term partnership with SAP, IMAGINE™ delivery framework, and technical advisory board; Qlarion will provide the State exceptional value and experience unlike other vendors that might provide a resource that meets the minimum qualifications.

Please direct any questions or communications that will assist the State in the evaluation of our response to: Michael Donofrio of Qlarion at (571) 222-6662 or mtonofrio@qlarion.com.

We look forward to a favorable response to our proposal.

Sincerely,

Jake Bittner CEO
Qlarion, Inc.
(703) 608-8624



Matthew Nallen

Summary of Qualifications:

Mr. Nallen is a SAP business warehouse, data management, and business intelligence professional with a combined 13 years of experience. He is a solutions architect with excellent written and verbal presentation abilities with extensive experience in project proposals, timeline determination, budget estimation and staffing plans. Matt has strong hands-on consulting experience with global delivery standards methodologies including: SOA life cycle management and SOA governance.

Matt provides a unique mix of experience in SAP Data Services, SAP Information Steward, SAP BusinessObjects BI Suite, business warehouse modeling, system architecture, performance tuning, operations, maintenance, and upgrades.

State Requirement	Matt's Qualifications
Minimum 5 years' experience in ETL, data quality, data warehousing implementation and system training using SAP BusinessObjects BI Suite and SAP Information Steward.	Matt has over 13 years' experience leading the full lifecycle implementation of business warehouse solutions leveraging SAP software. He has worked on numerous, large, diverse projects in both public and private sectors. While serving as the team lead for a project at Wright-Patterson Air Force Base, Matt led the development and delivery of SAP training to hundreds of users. Matt has several relevant SAP certifications including: <ul style="list-style-type: none"> • BusinessObjects Enterprise Certified Professional • BusinessObjects Enterprise (Administration) • BusinessObjects Universe Design Tool Certification • SAP Data Services • SAP Information Steward
Minimum 2 years' Oracle RDBMS experience in data conversion and loading.	In addition to his ETL and data warehousing experience, Matt has over 7 years of experience in Oracle RDBMS data conversion and loading.
Minimum 5 years' data warehouse modeling experience.	Matt has over 13 years' experience modeling large, complex data warehouses. Matt has led and managed large project teams, ensuring quality work while managing project timelines, risks, and resources. He is skilled in developing and implementing standardized policies and procedures. His experience installing, configuring, performance tuning, upgrading, and maintaining SAP solutions provides the State deep experience at all stages of a project lifecycle.
Candidates must be U.S. Citizens.	Matt is a U.S. Citizen.

Technical Skills:

Business Intelligence Software:

SAP BusinessObjects 4.X, SAP BusinessObjects XI R3, SAP BusinessObjects Enterprise XI R2, SAP EPM suite XI R2, BusinessObjects Application Foundation 6.x, BusinessObjects 6.X, Business Objects 5.X, Tableau, pObjects Rapid Marts, SharePoint, Hyperion, Cognos 8, and various analytic plug-ins.

ETL Software:

SAP Data Services, SAP Information Steward, Informatica Power Center, IBM Data Stage.

Databases:

Oracle 9i, Oracle 10, Oracle 11g, Oracle 12 C, SAP BW, Microsoft SQL Server, and Microsoft Access.

Platforms:

Microsoft Windows, Microsoft Windows XP, UNIX (Solaris), DB2, Teradata, Linux, and IBM.

Programming Languages:

Microsoft Visual, Java, Java scripting, HTML, XML, Clear Case, Rational Rose 3, JSP, Apache Struts, Servlets C++, C, C#, Microsoft Visual Basic, .NET, SQL, Shell scripting, Adobe Air for Flex, Windows Scripting Host, Java Certified, Adobe Flex 3 certified, and Adobe Flex 2 certified.

Servers:

Compaq, Dell, IBM Mainframes, RAID configurations, mirrored solutions, SANs, Fiber Optic connections, and Blade servers.

Network:

Load Balancers, PIX firewalls, Cisco Switches\routers, Reverse\Proxies, 3Comm switches\routers, and network sniffers.

Miscellaneous Tools:

Ewin, cvs, TOAD, ScriptIt, TextPad, WireShark, Tomcat& Apache, Websphere, and Network Analyzer Hardware

Summary:

Deep background in Information Technology and Business Intelligence (BI), with strong emphasis in SAP BusinessObjects BI Suite and SAP ETL tools. Consistently exceeds client goals and customer service expectations. Experienced in handling complex, multi-tier environments and developing solutions to address client requirements. Skilled in developing and implementing standardized policies and procedures.

Professional Experience:

JP Morgan and Chase Bank, BusinessObjects BI and ETL Developer

February 2012-Present

Leading Consultant for BI projects, including requirements analysis, solution presentation, technical implementation, project plan development, and executive presentations. Provide BusinessObjects architecture design, configuration, maintenance, and project management to internal BI customers involving infrastructure tuning, universe development using SAP BusinessObjects Information Design Tool (IDT), report development, and software upgrades. Extensive experience in ETL design, development and maintenance using SAP Data Services and Information Steward. Built several dashboards for executives and created numerous reports in SAP BusinessObjects BI Suite. Worked on and handled multiple SAP projects on business warehouse from blueprinting to go-live. Expertise in using dashboard and data discovery tools like SAP BusinessObjects Dashboard, SAP BusinessObjects Design Studio, SAP BusinessObjects Lumira, and Tableau. Experience with installation and administration of entire hardware and software products including Tomcat and Apache.

- Excellent in resolving client challenges with innovative solutions, systems, and process improvements; proven to increase efficiency, customer satisfaction and the bottom line.
- Created project charters, scoping documents, proposals, and participated in multiple pilot project activities.
- Development of SAP BusinessObjects Universes using Information Design Tool (IDT), reports, dashboards, and performance metrics.
- Built and updated multiple Universes, using aggregated awareness, derived table's and joint analysis.

- Worked with multiple, complex SAP BusinessObjects Universes containing over 90 tables.
- Installed and tested the BusinessObjects application on sandbox.
- Worked with server team to provide them with list of specifications need to build the servers for BusinessObjects.
- Performed migrations of BusinessObjects 3.X and 4.X.
- Experience using BusinessObjects: Central Management Service, Designer, and InfoView for managing user's and security.
- Excellent skills in SAP Data Services and SAP Information Steward for design, creation, and implementation of work flows, data flows, scripts and performing simple and complex data transforms.
- Expert-level mastery in designing and developing complex mappings to extract data from diverse sources including flat files, RDBMS tables, legacy system files
- SAP Business Warehousing: Added BI content on SAP NetWeaver and performed installation and post installation activities.
- JSP\Java programming as needed for project such as: single-sign-on, custom graphics, and JScript's.
- Assess and cultivate long-term strategic goals for BI development in conjunction with end users, managers, clients, and other stakeholders.
- Direct, organize, and lead projects in the implementation and use of new BI software tools and systems.
- Re-develop and rollout new universes, security, and packages through development and into production environment.
- Manage project schedule and coordinate between the various developments groups to time upgrades and various enhancements.
- Conduct research and make recommendations on BI products, services, and standards in support of procurement and development efforts.

Wright-Patterson Air Force Base, SAP BI and ETL Developer

November 2007-February 2012

Operated as a team lead and senior BusinessObjects consultant, which included duties such as: architecture design, system administration, requirements gathering, data integration and transformation using SAP Data Services and Information Steward, SAP BusinessObjects Universe design, SAP BusinessObjects report creation in SAP Web Intelligence, SAP Crystal Reports, SAP Dashboard, and error resolution.

Led a team of 10 people during the migration from BusinessObjects 6.X to SAP BusinessObjects BI Suite 4.X. Gathered requirements from users, installed software, designed and built SAP BusinessObjects Universes, and developed SAP BusinessObjects reports. Built complex SAP BusinessObjects Universes, using aggregated awareness, derived tables, multiple levels of contexts and join analysis. Handled all trouble shooting of issues the team had and took care of all administration duties.

Responsible for assigning tasks to each of the team members and holding weekly status meetings to manage project. We took pride in the uptime of our BusinessObjects infrastructure and how quick the server's performed, so we spent time proactively performance tuning the server. Other responsibilities included:

- Strong analytics and data warehouse design experience using SAP BusinessObjects BI Suite, SAP Data Services, and SAP Information Steward.
- Strong experience in the integration of SAP Data Services with SAP modules and non-SAP data sources.
- Experience using SAP Data Services for ETL between legacy systems and business warehouse.
- Created complex jobs, work flows, data flows, and scripts using various transformation processes to successfully load data from multiple sources into a desired target.

- Development on BusinessObjects BI Suite, which included development of Universes, reports, and performance metrics.
- Created and modified BusinessObjects reports to allow for complex report level variables.
- Wrote custom code utilizing the BusinessObjects Software Development Kit (SDK) to meet specific requirements that the out of box product does not supply.
- Using Java\JSP with BusinessObjects SDK; implemented customized single-sign-on (SSO) solution for the BusinessObjects system.
- Modified "look and feel" of the BusinessObjects system using Java\JSP SDK
- Changed BusinessObjects landing page to look more like an interactive dashboard that users could customize as needed.
- Used BusinessObjects SDK to create dashboards consuming WSDL's within SAP Web Intelligence.
- Leveraged LDAP to store account information and authentication.
- Used Opendoc Command to call for reports or documents outside of BusinessObjects.
- Effectively customized the existing BusinessObjects reports by modifying the SQL and also introducing complex variables in over 70 BusinessObjects Crystal Reports.
- Worked with BusinessObjects Dashboard to build multiple dashboards, from simple interactive dashboards built from spread sheets, to complex dynamic dashboards built from universes.
- Leveraged Query as a Web Service (QaaWS) with BusinessObjects to create a live connection of data to be used in applications. Also used QaaWS wizard to create universe queries and then publish them as web services.
- SAP Data Services and SAP Information Steward were utilized for building data marts and created data warehouses, some with real-time work flows.
- Performed analysis on several BusinessObjects Universes to re-work them for allowing cross data feed querying and a more standard approach to the Universes.
- Additional ETL experience using Informatica Power Center, Informatica Server, and Repository Server manager.
- Experienced in shell scripting used for administering BusinessObjects on Solaris, UNIX environments.
- Designed, developed, and delivered training to hundreds of client staff on the use of SAP BusinessObjects BI Suite, SAP Data Services, and SAP Information Steward.

5th Third Bank Corp, Sr. BusinessObjects Developer

December 2003-November 2007

Led a team of 7 staff and responsible for assigning duties and providing project oversight for several hundred BusinessObjects reports and associated BusinessObjects Universes. Responsible for assisting the customer in advancing issues to resolution. Gathered, interpreted, and implemented new requirements for large reports and critical metrics that are required regularly in the financial world.

- Utilized SAP Data Services and SAP Information Steward as our main ETL tools to test jobs, create databases, and transform and manipulate data.
- Performed maintenance and ensured maximum uptime of all BusinessObjects servers and daily scheduling and monitoring of large complex financial reports.
- Managed BusinessObjects administration duties such as user access and security.
- Customized the web portal for Fifth Third using Java to make the web page with specific client standards and log-in features.
- Created new reports and converted existing reports using BusinessObjects Crystal Reports.
- Handled the architecture details of BusinessObjects when we migrated to BusinessObjects BI Suite.
- Wrote custom code utilizing the BusinessObjects SDK to meet specific requirements that the out of box product does not supply.
- Managed transfer of data through system interfaces and SSH, SSL.
- Wrote complex variables, Visual Basic code, and other equations to meet customer requirements.

Accenture, BusinessObjects Consultant

October 2012-June 2014

- Developed and tested a new inventory management system utilizing BusinessObjects from an existing Cognos implementation.
- Efficiently and effectively re-developed and designed 50 reports, 5 dashboards, and 4 Universes.
- Completed migrations and upgrades from BusinessObjects 5.X to BusinessObjects 6.X, including upgrading of application foundation and BusinessObjects Desktop Intelligence.
- Performed customizations to the BusinessObjects front end utilizing Java and .Net. to allow for the look of each interface to be different per client.
- Performed high-level support for BusinessObjects environments and operations for multiple clients. Duties consisted of service pack installation, troubleshooting and resolution of software\hardware related issues that would occur during normal operations.
- Implemented and managed Secure Sockets Layer for connections.
- Utilized BusinessObjects for Beta testing site providing in depth testing and feedback to developers at BusinessObjects.
- Lead the technical aspect of the BusinessObjects implementations and projects and acted as a backup for the Cognos environment.
- Developed and tested a new financial reporting system using BusinessObjects BI Suite and components of the SAP EPM suite to provide high level dashboards and reports for top level executives.
- Performed upgrades and migrations of BusinessObjects software and all relating components into latest versions of releases.
- Used BusinessObjects Crystal Reports to re-develop and convert approximately 70 different reports that were built on Oracle.
- Trained multiple users on how to create reports using Crystal reports.
- Delivered project schedules, status reports, and plans in accordance with company policies.
- Ensured that all BusinessObjects servers and related component servers ran at a 98% uptime for 9 different clients.
- Provided complete support and direction for a total of 26 servers, including the BusinessObjects servers.
- Managed a team of 3 as the technical lead ensuring that all members of the team completed weekly tasks in conjunction with items outstanding on assigned projects.
- Used Informatica to load data into specific Data warehouses. Installed and configured Informatica for the client. Worked closely with the DBA's to model data and increase my knowledge of the backend. Eventually when needed I would modify the data schema for better performance, but left most major changes to the DBA's.

Systemax, Information System Specialist

February 2000-December 2002

- Prepared test plans and data, and user documentation for customer billing system.
- Problem-solved hardware issues with fault-tolerant hard drives.
- Performed support for various software and hardware problems via phone.
- Built and configured servers as well as desktops for large client implementations.
- Trained staff and customers in computer setup and operations.
- Gained excellent experience in various computer and server configurations, setup, backup routines, and operations.

Education:

Bachelor's degree from Osmania University, HYD – India

Certifications:

- SAP BusinessObjects Certifications
 - BusinessObjects Enterprise Certified Professional
 - BusinessObjects Crystal Report Certified Professional
 - BusinessObjects Crystal Reports
 - BusinessObjects Web Intelligence
 - BusinessObjects Enterprise (Administration)
 - BusinessObjects 6.5 System Administrator
 - BusinessObjects Universe Design Tool Certification
 - SAP Data Services
 - SAP Information Steward
- IBM DataStage 8.5
- Flex 2.0 Certified
- Adobe Flex 3.0 Certified
- Adobe Java Certified
- Microsoft Visual Basic
- .NET Framework
- Cognos 8 BI Administrator
- CompTIA:
 - Network +
 - A+
 - i-Net+
 - Server+
- Teradata V2R5



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

State of West Virginia
 Request for Quotation
 10 – Consulting

Proc Folder: 199542

Doc Description: Addendum 1-Senior SAP BW Consultant

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-08-15	2016-08-30 13:30:00	CRFQ 0313 DEP1700000001	2

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:

Qlarion Inc.
 12007 Sunrise Valley Drive Suite 420
 Reston, VA 20191
 571-222-6662

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature X

FEIN # 54-2056164

DATE 8/30/16

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

ADDITIONAL INFORMAITON:

Addendum

Addendum No.01, issued to publish and distribute the following information to the Vendor community as attached herein.

The West Virginia Purchasing Division is soliciting bids on behalf of the Integrated Regulatory Information Support office (IRIS) of the West Virginia Department of Environmental Protection (DEP) to establish a contract for the services of a Senior SAP (Systems Applications Products) Business Warehouse Consultant, per the specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV25304 US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior SAP BW Consultant	2080.00000	HOUR	\$112.00	\$232,960

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

Senior SAP Business Warehouse Consultant.

**The Qlarion hourly rate of \$112.00/hour for the proposed SAP BW Consultant is effective for the first year.

**Qlarion will apply an annual escalation of 2.0% for optional years 2 and 3.

Year 2 hourly rate = \$114.24/hour

Year 3 hourly rate = \$116.52/hour

DEP170000001	Document Phase Final	Document Description Addendum 1-Senior SAP BW Consultant BTO16-100 for DEP	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEP170000001

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:

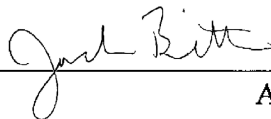
(Check the box next to each addendum received)

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

Qlarion Inc.

Company



Authorized Signature

8/30/16

Date

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

Revised 6/8/2012

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 _____ 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 _____ two _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 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 \$500,000.00
_____ or more.

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

\$1,000,000.00 Automobile Liability Insurance

\$1,000,000.00 Professional Liability Insurance

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.

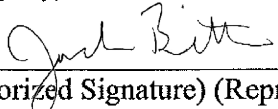
All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for 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.

Michael Donofrio - Director State and Local Solutions
 (Name, Title)
Michael Donofrio - Director State and Local Solutions
 (Printed Name and Title)
12007 Sunrise Valley Drive Suite 420 Reston, VA 20191
 (Address)
571-222-6662 703-260-6362
 (Phone Number) / (Fax Number)
mdonofrio@qlarion.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.

Qlarion Inc.
 (Company)


 (Authorized Signature) (Representative Name, Title)

Jacob Bittner - President and CEO
 (Printed Name and Title of Authorized Representative)

8/30/16
 (Date)

703-608-8624 703-260-6362
 (Phone Number) (Fax Number)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Integrated Regulatory Information Support office (IRIS) of the West Virginia Department of Environmental Protection (DEP) to establish a contract for the services of a Senior SAP (Systems Applications Products) Business Warehouse Consultant.

The candidates work will be performed on site at the location designated by the Agency.

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 this consultant will be responsible for overseeing and assisting with the implementation of the IRIS Signature Projects data warehousing, reporting, EPA data flows, Auditability and Electronic Submission System (ESS); coordinating the data flows of IRIS with the statewide OASIS system; providing the necessary data flows between the legacy Environmental Resources Information System (ERIS), Web AML, Mobile AML, Special Reclamation, Dam Safety, and Air Quality systems currently employed by the DEP 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 **“Solicitation”** means the official request for quotation published by the Purchasing Division.

2.5 **“WVDEP”** means West Virginia Department of Environmental protection.

2.6 **“IRIS”** means integrated regulatory information support, an information technology group within WVDEP.

2.7 **“ETL”** means extraction, translation and load, a term generally applied to software that takes (extracts) data from one system and changes the data (translate) and loads the data into another system.

2.8 **“RDBMS”** means relational database management system, a computer industry term for a type of database.

- 2.8 **“RDBMS”** means relational database management system, a computer industry term for a type of database.
- 2.9 **“BI”** means business intelligence, a type of software for business reporting.
- 2.10 **“SAP”** is a proper noun for a software company. <http://go.sap.com/index.html>
- 2.11 **“BW”** means business warehouse, a computer industry term for a specialized database configuration and operation.
- 2.12 **“XML”** means Extensible Markup Language, a computer encoding used to store or transmit data.
- 2.13 **“ERIS”** means Environmental Resources Information System an internal desktop database system (ORACLE and POWERBUILDER) for DEP staff to enter, store, track and report environmental data.
- 2.14 **“Web AML”** The regulation and tracking system developed for the Abandoned Mine Lands Program
- 2.15 **“Electronic Submission System”** The Electronic Submission System (previously known as ePermitting) allows industry to submit applications and monitoring reports to DEP.
- 2.16 **“Airtrax(2)”** – A web based application developed for the Division of Air Quality to track facilities, applications, permits, inspections, and violations.
- 2.17 **“SPREC”** means the information system for WVDEP’s office of Special Reclamation.
- 2.18 **“DATA FLOW”** means the use of ETL to move data from one data environment to another data environment taking into consideration the meaning and purpose of the data such that the same or similar within user constraints meaning and purpose is achieved.

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. Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current resume which includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documents, or other information to confirm compliance with this experience requirements are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

3.1.1. The Senior SAP BW Consultant must have a minimum of (5) years' experience in ETL, DATA QUALITY, DATA WAREHOUSING implementation, and system training using SAP Business Objects BI Suite and system training using SAP Business Objects BI Suite and SAP Information Steward.

3.1.2. The Senior Application Programmer Analyst must have a minimum of (2) years Oracle RDBMS experience in data conversion and loading.

3.1.3. The Senior SAP BW Consultant must have a minimum of (2) years' experience in data conversion and loading XML applications.

3.1.4. The Senior SAP BW Consultant must have (5) years data warehouse modeling experience. .

3.1.5. The Senior SAP BW Consultant is a U.S. citizen or eligible to work in the United States.

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 DEP DATA WAREHOUSE – The Senior SAP BW Consultant will work with DEP Staff to establish, design, create and populate a data warehouse for DEP to provide a basis for reporting and data quality activities.

- 4.1.1.1** The Senior SAP BW Consultant will assist in the creation of Standard Operating Procedures related to the operation and maintenance of the DEP data warehouse.
- 4.1.2 TRAINING** The Senior SAP BW Consultant will provide 500 hours to develop training materials and provide training to the IRIS Development staff. Training will cover technical efforts in supporting DEP's Data Warehouse, ETL, Quality and Reporting. This training will be supplemental in nature being specific to DEP's operations. DEP Developer staff will receive Product training separately.
- 4.1.3 ERIS** is designed to track the regulatory activities of the mining, oil and gas, air quality, and water and waste management programs of the DEP. The vendor shall provide the ETL and Data Flows as needed of all applications comprising this legacy system and its conversion if scheduled during the term of this contract.
- 4.1.4 Web AML** The vendor shall provide the ETL and Data Flows as needed of all applications comprising this system and its conversion if scheduled during the term of this contract.
- 4.1.5 Electronic Submission System** The vendor shall provide the ETL and Data Flows as needed of all applications comprising this system.
- 4.1.6 Access and Excel** – Many MS Access and MS Excel applications exist in DEP. The vendor shall provide the ETL and Data Flows as needed of all applications using MS Access and MS Excel where needed and identified.
- 4.1.7 Airtrax(2)** The vendor shall provide the ETL and Data Flows as needed of all applications comprising this system and its conversion if scheduled during the term of this contract.
- 4.1.8 SPREC** – In the Special Reclamation Tracking system, the vendor shall provide the ETL and Data Flows as needed of all applications comprising this system and its conversion if scheduled during the term of this contract.

- 4.1.9 Dam Safety** – MS Access / ORACLE tracking system. The vendor shall provide the ETL and Data Flows as needed of all applications comprising this system and its conversion if scheduled during the term of this contract.
- 4.1.7 Air Quality** – A data feed to the EPA for Air Quality data is being created using the Exchange Network. An Access tool is being developed to push data to Oracle from multiple (7) Access databases that are currently supported by the program office. A process must be developed and maintained to create a central Access database which will be used to push data to Oracle, which then can be formatted to XML and submitted for data reception.
- 4.1.8 Watershed Assessment Branch**– The creation and maintenance of a well formatted XML data feed is needed to transmit WAB data to the EPA.
- 4.1.9 Project Status Deliverable:** The vendor must present a Project Status Deliverable on a weekly basis to identify new tasks, status of current tasks for all projects and any issues or delays with the progress of any or all project(s) and the time devoted to each task.
- 4.1.10 Project Plan Deliverable:** The Senior SAP Business Warehouse Consultant in this RFQ, the vendor's successful candidate must provide a Project Plan Deliverable at the beginning of each project and supply monthly Project Status Deliverables with an updated Project Plan as needed.

5. CONTRACT AWARD:

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

REQUEST FOR QUOTATION
DEP SENIOR SAP BW CONSULTANT

5.2 Pricing Page: Vendor should complete the Pricing Page by including an hourly billable rate for the proposed candidate. 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. 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: Jessica.S.Chambers@wv.gov

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

6.1. If, during the term of the contract, the Senior SAP BW Consultant placed by the company leaves the company and/or has to be replaced, they must give prior notice and must replace them with an individual meeting the original requirements of the RFQ or better to maintain continuity of services. Any interruption of services greater than that will be grounds for cancellation of the contract.

7. PAYMENT: Agency shall pay an hourly billable rate for the proposed candidate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

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

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Maxwell Erskine
Telephone Number: 703-260-6308
Fax Number: 703-260-6362
Email Address: merskine@qlarion.com

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or,**
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or,**

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

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

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

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or,**

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

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

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

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

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

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

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Qlarion Inc.

Signed: 

Date: 8/30/16

Title: President and CEO

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



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 199542
Solicitation Description : Addendum 1-Senior SAP BW Consultant
Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2016-08-30 13:30:00	SR 0313 ESR08301600000000871	1

VENDOR
VS0000007591 Qlarion Inc

Solicitation Number: CRFQ 0313 DEP1700000001

Total Bid : \$232,960.00 **Response Date:** 2016-08-30 **Response Time:** 12:43:20

Comments:

FOR INFORMATION CONTACT THE BUYER
 Jessica S Chambers
 (304) 558-0246
 jessica.s.chambers@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior SAP BW Consultant	2080.00000	HOUR	\$112.000000	\$232,960.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description : Senior SAP Business Warehouse Consultant.

Comments: Unsure the context of delivery days.