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Header 5

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 658326

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

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Vendor ID:

SO Doc ID: MCH2000000003

Legal Name: LOCAL DATA SOLUTIONS LLC

Published Date: 12/17/19

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Close Date: 12/23/19

Total Bid: \$314,000.00

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

**State of West Virginia
 Solicitation Response**

Proc Folder : 658326

Solicitation Description : Addendum #1 Web Based Data Collection, Reporting, and Billin

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-12-23 13:30:00	SR 0506 ESR12221900000003772	1

VENDOR
000000163397 LOCAL DATA SOLUTIONS LLC

Solicitation Number: CRFQ 0506 MCH2000000003

Total Bid : \$314,000.00 **Response Date:** 2019-12-22 **Response Time:** 13:04:40

Comments: Discount offer

FOR INFORMATION CONTACT THE BUYER
 April E Battle
 (304) 558-0067
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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	Web Based Data Collection, Reporting, and Billing System				\$176,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Web Based Data Collection, Reporting, and Billing System

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Optional Renewal Year 1				\$46,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Web Based Data Collection, Reporting, and Billing System
Optional Renewal Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Optional Renewal Year 2				\$46,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Web Based Data Collection, Reporting, and Billing System
Optional Renewal Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Optional Renewal Year 3				\$46,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description : Web Based Data Collection, Reporting, and Billing System
Optional Renewal Year 3



**Web Based Data Collection, Reporting, and
Billing for Well-Integrated Screening and
Evaluation for Women Across the Nation
Program (WISEWOMAN)**

Project Proposal

Local Data Solutions, LLC

Dec 22, 2019

Contents

- Overview 3
 - Local Data Solutions, LLC..... 3
- Professional History 4
 - WVU Birth Score Database 4
 - Newborn Hearing Screening..... 4
 - West Virginia Prenatal Risk Screening Instrument (WV PRSI)..... 5
 - WVU Center for Excellence in Disabilities (CED) 5
 - Faculty And Compensation Tracking System (FACTS) 5
 - Student Rotations System, School of Nursing, WVU 6
 - West Virginia Health Careers and Opportunity Program, Health Sciences and Technology Academy..... 6
 - West Virginia Prescription Drug Abuse Quitline, Health Sciences and Technology Academy 6
- Microsoft Azure Secure Applications Platform..... 7
 - Design and Operational Security 7
 - Security Controls and Capabilities 8
 - Independent Verification..... 9
- LDS Software-Development Process Overview 10
- Architecture Overview..... 12
- Statement of Work / Mandatory Requirements:..... 13
- Contact Information and Staffing 16
 - Business/Contractual Contact..... 16
 - Technical Resources Contacts 16
 - Management Team 17
 - Supporting Staff..... 21
- Appendix A: Proposed Staffing Full Resumes 26

Overview

The West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Maternal, Child and Family Health (OMCFH) wishes to establish a contract for a Web Based Data Collection, Reporting, and Billing for WV Well-Integrated Screening and Evaluation for Women Across the Nation Program (WISEWOMAN) system, WV WISEWOMAN is a Centers for Disease Control and Prevention (CDC) funded program that serves low-income, uninsured/underinsured WV women ages 40-64 and provides them with preventative health services such as health screening for the detection and prevention of cardiovascular disease (CVD) and health support services to be maintained and hosted on Vendor's website during the term of the contract. This proposal outlines how Local Data Solutions, LLC, would fulfill the requirements of that contract.

Local Data Solutions, LLC

Local Data Solutions, LLC (LDS), is a software-development company based in Morgantown, West Virginia, serving local, state, and federal agencies and West Virginia businesses. We provide cost-effective software design, development, and Microsoft Azure cloud-hosting services to businesses and institutions. Our approach to software development ensures businesses and institutions can leverage modern technologies to address everything from simple web presence to the most complicated of business processes. Every application LDS develops is uniquely tailored for each customer's needs and business model.

LDS was established in 2008 by Senior Software Developers Ty Petrice and Parmjit Singh. Both Ty and Parmjit have worked on several major projects at LDS while simultaneously advancing their development skills by working on contracts for the Centers for Disease Control and Prevention's National Institute for Occupational Safety and Health (NIOSH). At NIOSH, they have been and continue to be involved in the development of a wide range of software applications for public health and safety, in areas from mining safety, to publications and website control, to the health aftereffects from the collapse of the World Trade Center on 9/11. Over the last 10 years, they have worked on literally dozens of small, medium, and large systems for the Health Effects Laboratory Division and the Division of Safety Research, serving as project leads and managing numerous other software developers and supporting staff.

A custom application solution requires professional planning from the beginning, and our experienced analysts and programmers have a comprehensive understanding of the technical and personal aspects involved in software development, including requirements analysis, UX/UI design approaches, programming, system infrastructure, and more. Our highly trained team uses modern and proven approaches with technologies to determine and address your organization's needs.

Professional History

LDS has developed multiple significant projects for West Virginia University (WVU):

WVU Birth Score Database

[Dashboard](#) and [Client](#) Application

LDS is hosting and implementing new features for the Birth Score database system for the WVU Research Corporation and the **West Virginia Department of Health and Human Resources (WVDHHR)**. This system collects childbirth information from more than 35 hospitals and clinics across the state of West Virginia. The collected data are used to identify and track infants who are at the highest risk for health and developmental problems, to ensure these children have access to appropriate health and special-care systems. The hospital uses a screening checklist to identify babies with a greater likelihood of health problems in the first year of life. The families of at-risk children residing in West Virginia will be referred to doctors of their choice, as well as to **Office of Maternal, Child, and Family Health (OMCFH)** Health Check Program Specialists, or Right From The Start Program nurses or social workers (called Designated Care Coordinators), who are available to offer information and support services.

LDS significantly expanded this system's capabilities and functionality, while ensuring it also complies with HIPAA and meets or exceeds federal information-technology security requirements.

Newborn Hearing Screening

[Dashboard](#) and [Client](#) Application

In 1998, the West Virginia state legislature amended Chapter Sixteen of the Code of West Virginia by adding Articles 22A and 22B. Article 22A requires the testing of newborn infants for hearing loss, and requires that physicians or midwives attending a live birth ensure that a test for hearing loss is performed. Article 22B authorizes the Bureau for Public Health to establish and implement the Birth Score program and requires that hospitals, birthing facilities, attending physicians, and other persons attending a birth determine a birth score.

LDS has recently developed and is hosting the Newborn Hearing Screening system, a case-management system for the **WVDHHR**. This system is designed to automate and simplify many of the tasks related to managing infants with hearing loss or impairment. In addition, the system produces annual reports that will be submitted to the CDC. This system is **HIPAA-compliant** and meets or exceeds federal information-technology security requirements.

West Virginia Prenatal Risk Screening Instrument (WV PRSI)

[Dashboard](#) and Client Application

The West Virginia Prenatal Risk Screening Instrument (WV PRSI) is the tool REQUIRED by WV law to be submitted by every maternity provider of care for women in West Virginia. The PRSI is required for all West Virginia women on their initial obstetrical visit regardless of payment source. Providers shall notify the woman of any identified high-risk conditions and provide referrals as necessary. All information is used only for data analysis of at-risk/high-risk pregnancies and planning purposes by public health officials.

LDS is in process of developing and is hosting the WV PRSI system, a case-management system for the **WVDHHR**. This system is designed to automate and simplify many of the tasks related to managing PRSI instrument data. In addition, the system will produce annual reports that will be submitted to the CDC. The application will be composed of two separate interfaces. The first interface is for internal administrators of the system. The administrators be able to manage all user roles, approve/deny medical provider registration upon their own internal verification process, manage medical provider password resets, and review/report on submissions. The second interface is for the medical providers. Medical providers be able to apply for an account, manage their account information, request a password reset, create, edit, manage and submit PRSI forms. This system is **HIPAA-compliant** and meets or exceeds federal information-technology security requirements.

WVU Center for Excellence in Disabilities (CED)

[Dashboard](#) Application

Established in 1978, the Center for Excellence in Disabilities (CED) is located in Morgantown, West Virginia and has a satellite office in Big Chimney, West Virginia with staff located in offices across the state to better serve clients in their communities. CED serve as a resource to the community in the areas of education, research and service as it relates to the needs of people with disabilities.

WVU Center of Excellence for Disabilities web-based system consolidates the current databases supporting 20+ programs under one unified umbrella. This consolidation leads to unified view of the member/client medical data records across different programs.

Faculty And Compensation Tracking System (FACTS)

[Dashboard](#) and Client Application

The **West Virginia University School of Medicine** tool to manage faculty compensation tracking. The application migrated and duplicated the legacy MS Access database

functionality, add role based access and provide additional functionality such as tracking history of changes. This system is designed to automate and simplify many of the tasks related to faculty, residents and courtesy members onboarding, contracts documentation, management and reporting requirements. The system integrates with Multi-factor Authentication implemented and used by HSC Information Technology Services seamlessly. This system is also **HIPAA-compliant** and meets or exceeds federal information-technology security requirements.

Student Rotations System, School of Nursing, WVU

[Student Rotations](#)

The rotations system provides nursing students with online patient and activity logs. It also lets faculty manage students, preceptors, and site information. The system provides faculty with the ability to run custom reports and statistics. Administrators of the system can manage the application data, submission deadlines, preceptors and sites information.

West Virginia Health Careers and Opportunity Program, Health Sciences and Technology Academy

[HSC Healthcare Opportunities](#)

The Health Careers and Opportunity Program (HCOP) provides students with online application submission and evaluation surveys for various health career programs, and allows counselors to evaluate applications and view statistics. System administrators can manage the application data, submission deadlines, and all counselor functionalities.

West Virginia Prescription Drug Abuse Quitline, Health Sciences and Technology Academy

This online application collects survey data for the West Virginia Prescription Drug Abuse Quitline. The application is written in asp.net using SQL Server database, and allows a staff member to search for an existing record for a caller or to add a new caller to the system. The system provides a selection of surveys to complete, and guides the user through each question and possible responses within the surveys. Responses are recorded so that administrative staff can run reports on the database.

Microsoft Azure Secure Applications Platform

Historically, complete regulated or standard-compliant system solutions were difficult for a small business to provide, as they required significant investment and resources. However, LDS now has the ability to provide enterprise-level solutions. LDS will utilize the Microsoft Azure cloud platform for the proposed project, to create a Secure Application Platform capable of meeting the strictest security standards. This will allow applications with even the most private and sensitive data, including Personally Identifiable Information (PII) and Protected Health Information (PHI), to exist on the platform.

Once created, the Secure Applications Platform will be available as the core of a secured and accredited environment, providing a flexible solution for the Department's current case management system as well as future application needs. The environment is being built to address internal WVU policies, state and federal law, and standards for a healthcare solution. Similar applications with data categorization at or below the current configuration can be co-located within the platform. This could leverage the certified servers if no system conflicts or competing needs with existing applications are identified during a full integration assessment by LDS. LDS has chosen to utilize Microsoft Azure because it offers the following advantages (cited from <http://azure.microsoft.com/en-us/support/trust-center>):

Design and Operational Security

- **Security Centers of Excellence.** The Microsoft Digital Crimes Unit, Microsoft Cybercrime Center, and Microsoft Malware Protection Center provide insight into evolving global security threats.
- **Security Development Lifecycle (SDL).** Since 2004, all Microsoft products and services have been designed and built from the ground up using its Security Development Lifecycle - a comprehensive approach for writing more secure, reliable and privacy-enhanced code.
- **Operational Security Assurance (OSA).** The Microsoft OSA program provides an operational security baseline across all major cloud services, helping ensure key risks are consistently mitigated.
- **Assume Breach.** Specialized teams of Microsoft security engineers use pioneering security practices and operate with an “assume breach” mindset to identify potential vulnerabilities and proactively eliminate threats before they become risks to customers.
- **Incident Response.** Microsoft operates a global 24x7 event and incident response team to help mitigate threats from attacks and malicious activity.

Security Controls and Capabilities

- **24-hour monitored physical security.** Datacenters are physically constructed, managed, and monitored to shelter data and services from unauthorized access as well as environmental threats.
- **Monitoring and logging.** Security is monitored with the aid of centralized monitoring, correlation, and analysis systems that manage the large amount of information generated by devices within the environment and providing timely alerts. In addition, multiple levels of monitoring, logging, and reporting are available to provide visibility to customers.
- **Patching.** Integrated deployment systems manage the distribution and installation of security patches. Customers can apply similar patch management processes for Virtual Machines deployed in Azure.
- **Antivirus/Antimalware protection.** Microsoft Antimalware is built in to Cloud Services and can be enabled for Virtual Machines to help identify and remove viruses, spyware and other malicious software and provide real time protection. Customers can also run antimalware solutions from partners on their Virtual Machines.
- **Intrusion detection and DDoS.** Intrusion detection and prevention systems, denial-of-service attack prevention, regular penetration testing, and forensic tools help identify and mitigate threats from both outside and inside of Azure.
- **Zero standing privileges.** Access to customer data by Microsoft operations and support personnel is denied by default. When granted, access is carefully managed and logged. Data center access to the systems that store customer data is strictly controlled via lock box processes.
- **Isolation.** Azure uses network isolation to prevent unwanted communications between deployments, and access controls block unauthorized users. Virtual Machines do not receive inbound traffic from the Internet unless customers configure them to do so.
- **Azure Virtual Networks.** Customers can choose to assign multiple deployments to an isolated Virtual Network and allow those deployments to communicate with each other through private IP addresses.
- **Encrypted communications.** Built-in SSL and TLS cryptography enables customers to encrypt communications within and between deployments, from Azure to on-premises datacenters, and from Azure to administrators and users.
- **Private connection.** Customers can use ExpressRoute to establish a private connection to Azure datacenters, keeping their traffic off the Internet.

- **Data encryption.** Azure offers a wide range of encryption capabilities up to AES-256, giving customers the flexibility to implement the methods that best meets their needs.
- **Identity and access.** Azure Active Directory enables customers to manage access to Azure, Office 365 and a world of other cloud apps. Multi-Factor Authentication and access monitoring offer enhanced security.

Independent Verification

By providing customers with compliant, independently verified cloud services, LDS and Microsoft make it easier for customers to achieve compliance for the infrastructure and applications they run in Azure. Microsoft provides Azure customers with detailed information about security and compliance programs, including audit reports and compliance packages, to help customers assess Azure services against their own legal and regulatory requirements.

In addition, Microsoft has developed an extensible compliance framework that LDS utilizes to enable us to design and build services using a single set of controls, in order to speed up and simplify compliance across a diverse set of regulations and rapidly adapt to changes in the regulatory landscape. More information on specific compliance programs are available here:

<https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx>.

- ISO 27001/27002
- SOC 1/SSAE 6/ISAE 3402 SOC 2
- Cloud Security Alliance CCM
- FedRAMP
- FISMA
- FBI CJIS (Azure Government)
- PCI DSS Level 1
- HIPAA
- CDSA
- Food and Drug Administration 21 CFR Part 11
- FERPA
- FIPS 140-2
- CCCPPF

LDS Software-Development Process Overview

LDS will utilize project management techniques based on PMI's Project Management Body of Knowledge (PMBOK), versions 5 and 6, to establish requirements for and build a web-based performance and case management system to coordinate services and integrate information for children and youth with special healthcare needs. This will provide for a full Software Development Life Cycle (SDLC), and ensure the West Virginia Office of Maternal, Child, and Family Health receives a well thought-out and completely coordinated end product.

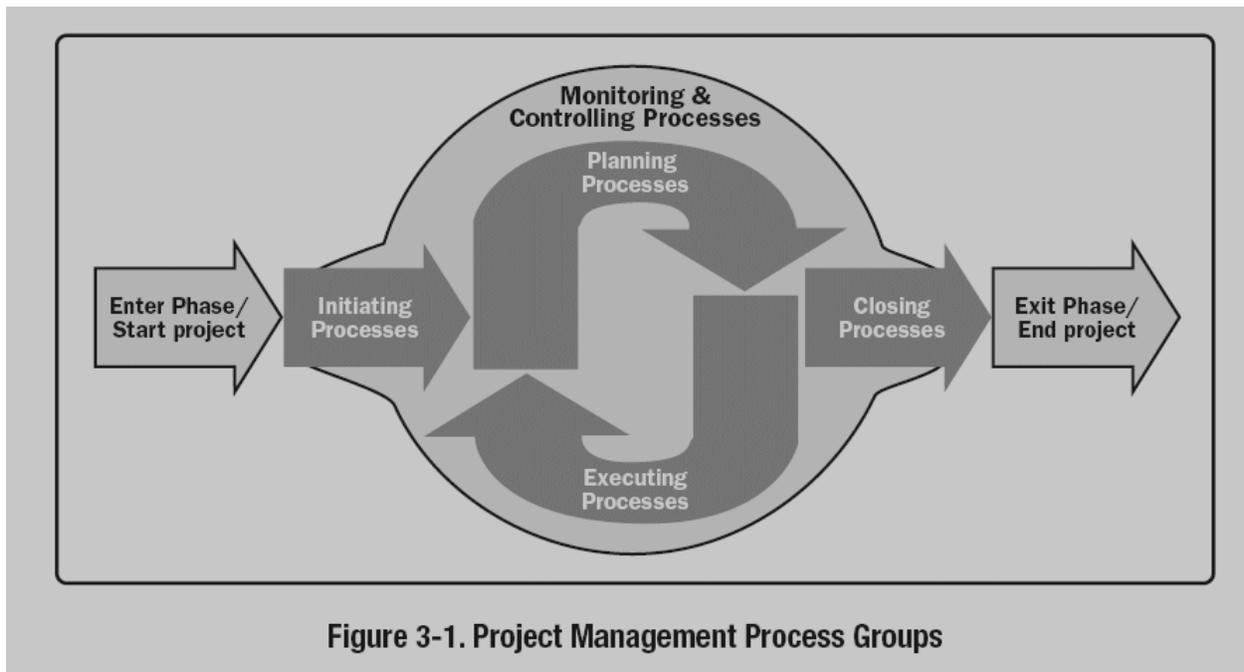


Figure 3-1. Project Management Process Groups

Project Management Process Groups are linked by the outputs which are produced. The Process Groups. A Guide to the Project Management Body of Knowledge (PMBOK® Guide)—Fifth Edition (ENGLISH) (Kindle Locations 1376-1377). Project Management Institute. Kindle Edition.

LDS's high-level process steps are:

1. Initiating
2. Planning
3. Executing
4. Monitoring and Controlling
5. Closing and Exiting (project completion)
6. Ongoing Maintenance and Support

The first steps are crucial for effective project planning, and LDS invests great care and deliberation in these initial stages. Before any design or development occurs, we make certain to involve key stakeholders in numerous discussions and thoroughly understand their goals and

concerns for the project. Only then do we begin project planning, in accordance with the stakeholders' needs and desires.

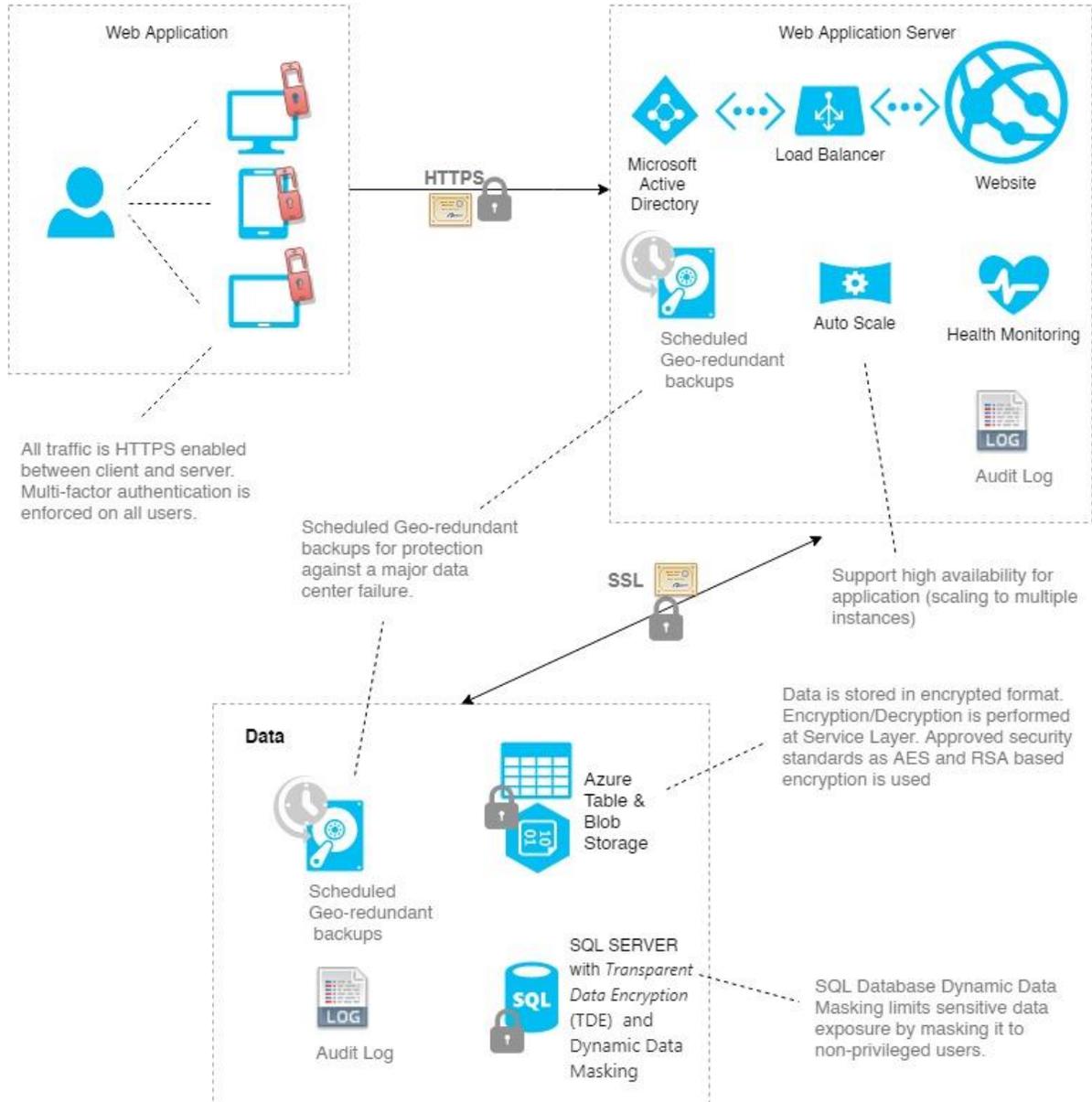
Careful, thorough planning clarifies the system needs and efficiencies, and once planning activities are complete, we again consult with the client regarding the overall design. Prior to execution, the client will have repeated opportunities to review and sign off on the design, and this approval launches the execution of project development.

In the execution stage, all requirements and use cases of the project are correctly implemented and unit tested for positive completion. Throughout these stages, we continuously monitor and control elements to ensure that each of the necessary project steps and activities are happening for the overall success of the project. As the project components are completed, further system, integration, and regression testing occur until the entire system has been completed, with several successfully working modules that make up the whole. Once execution and testing activities have been completed and the system has been thoroughly alpha- and beta-tested, the system will go live in phases in order to monitor system efficiencies and ensure each component functions as intended.

In the closing phase, all stakeholder requirements and use cases are cross-checked with the design, and the stakeholders again sign off on the project. Only after all design components have been checked and approved is the base system considered closed. At that point, the system moves into operational mode, and the client examines and signs off on LDS's continued maintenance and support activities.

Architecture Overview

Web Based Data Collection, Reporting, and Billing for WV WISEWOMAN Application - Network Diagram



Statement of Work / Mandatory Requirements:

Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory required MDE (minimum data elements) includes as follows:

1. **Administrative MDE Specifications.** This category includes 9 MDE variables. It includes data about the recipient program, including its geography, provider sites, aggregate screenings, and unique IDs of women for tracking purposes.
2. **Screening and Assessment MDE Specifications.** This category contains 42 required MDE variables. It includes data about participant demographics; cardiovascular health status and history; clinical assessment values; and treatment status.
3. **Risk Reduction Counseling MDE Specifications.** This category contains 1 required MDE variable. It includes data about the risk reduction counseling received by participants.
4. **Healthy Behavior Support Options MDE Specifications.** This category contains 7 required MDE variables. It includes data about the Lifestyle Program/Health Coaching sessions available and received by participants as well as referrals to community-based tobacco cessation resources.

Local Data Solutions will develop a system that will meet or exceed all required contract services:

1. **Robust User Interface.** The system will provide a robust web based user interface using responsive design principles. This allows the user interface to make adjustments based on the device accessing the website and work consistently across work stations, tablets and smart phones.
2. **Secure Data Access.** The system will provide secure logins using multi-factor authentication. In addition to authentication, the system will provide role-based access enabling administrators to control users' level of access to different types of data.
3. **MDE Screening Definitions and Submission Guidance.** Data are required to be submitted semiannually.
4. **Data Quality and Validation.** To promote high-quality, consistent data across recipients, several tools are provided for use by recipients prior to MDE submission and by CDC after submission. The system will provide the various validation procedures that recipients can use prior to submission and that CDC uses to assess data quality. In addition, the method used to calculate error rates will be implemented.
5. **Data Analysis and Use.** MDEs have several analytic purposes for CDC and recipients, including (1) promoting public health practice through continuous program improvement (2) measuring and improving program performance, and (3) assessing

program health outcomes through evaluation. System will provide the summary report format and the content produced and provided to recipients after each submission.

6. **Automated Data Processing.** Automated processes will run nightly to generate daily follow up lists and reminders.
7. **Legacy Data Import.** The system will perform a one-time data import that will bring the existing legacy system data into the new data system.
8. **Reporting.** The system will provide 2 types of reports. (1) Ad hoc reports will allow users to filter, group, count and export report. (2) Pre-defined reports will be developed to provide users with more complex reporting needs.
9. **Billing System.** The software will provide a billing system component that manages payment authorizations for the program, integrates the batch invoice form, tack all invoices with their status and associated CPT codes. The system will provide a CPT management component that allows users to update CPT codes when they change.

MDE Item Format and Invalid Values

Position	Item Number	MDE Name	Item Length	Field Length	Complete	BP+	Invalid Values (for required items)
1	1a	StFips	2	2	X	X	Blank or not an allowable value*
3	1b	HdANSI	5	5	X	X	Blank
8	1c	EnrollSiteID	5	5	X	X	Blank
13	1d	ScreenSiteID	10	10	X	X	Blank
23	2a	TimePer	1	1	X	X	Blank, out of range, or not an allowable value* if the record is a baseline screening
24	2b	Nscreen	1	1	X	X	Blank
25	2c	Type	1	1	X	X	Blank, coded as missing (9), or not an allowable value*
26	2d	Navigation	1	1	X	X	Blank or not an allowable value*
27	3a	EncodeID	15	15	X	X	Blank
42	3b	ResANSI	5	5	X	X	Blank
47	3c	Zip	5	5	X	X	Blank, coded as missing (99999) or not a valid 5-digit zip code
52	3d	MYB	6	6	X	X	Blank
58	3e	Latino	1	1	X	X	Blank, coded as missing (9), or not an allowable value*
59	3f	Race1	1	1	X	X	Blank, coded as missing (9), or not an allowable value* Exception: Values of missing (9) are permitted if the participant is Latino
60	3g	Race2	1	1			
61	3h	Education	1	1			
62	3i	Language	2	2			
64	4a	SRC	3	3	X	X	First, second, or third position blank, coded as missing (9), or not an allowable value*
67	4b	SRHA	6	6	X	X	First, second, third, fourth, fifth, or sixth position blank, coded as missing (9) or not an allowable value*
73	5a	Meds	4	4	X	X	First, second, third, or fourth position blank, coded as missing (9) or not an allowable value*
77	5b	Aspirin	1	1	X	X	Blank, coded as missing, or not an allowable value*
78	5c	MedAdhere	6	6	X	X	Any set of two positions blank, coded as missing (99), out of range (>07), incorrectly coded as not applicable (55) for participants who were prescribed medication, or incorrectly coded as 01 through 07 days for participants who were not prescribed medication
84	5d	Monitored	8	24			

Position	Item Number	MDE Name	Item Length	Field Length	Complete	BP+	Invalid Values (for required items)
108	6a	BPHome	1	1			
109	6b	BPFreq	1	1			
110	6c	BPSend	1	1			
111	7a	FruitVeg	2	2	X		Blank, coded as missing (99), or out of range (>65)
113	7b	Fish	1	1	X		Blank, coded as missing (9), or not an allowable value*
114	7c	Grains	1	1	X		Blank, coded as missing (9), or not an allowable value*
115	7d	Sugar	1	1	X		Blank, coded as missing (9), or not an allowable value*
116	7e	SaltWatch	1	1	X		Blank, coded as missing (9), or not an allowable value*
117	7f	AlcFreq	2	2			
119	7g	AlcDay	2	2			
121	8a	PA	4	4	X		Blank, coded as missing (9999)
125	9a	Smoker	1	1	X	X	Blank, coded as missing (9), or not an allowable value*
126	10a	PHQ	2	2	X		First or second position is blank, coded as missing (9), or not an allowable value*
128	11a	Height	2	2	X	X	Blank or coded as unable to obtain (77), refused (88), missing (99), or out of range (<48; >76)
130	11b	Weight	3	3	X	X	Blank, coded as missing (999), or out of range (<74; >460)
133	11c	Waist	2	2			
135	12a	BPDate	8	8	X	X	Blank or illogical entry (e.g., date is in the future or is a non-numeric value)
143	12b	SBP	3	12	X	X	Position 1, 2, and 3 are blank or coded as unable to obtain (777), refused (888), missing (999), or out of range (<74; >260)
155	12c	DBP	3	12	X	X	Position 1, 2, and 3 are blank or coded as unable to obtain (777), refused (888), missing (999), or out of range (<002; >156)
167	13a	Fast	1	1	X***	X***	Blank, coded as missing (9) if Type = 1 or 2
168	14a	TotChol	3	3	X***	X***	Blank, coded as missing (999), or out of range (<44; >702) if Type = 1 or 2
171	14b	HDL	3	3	X***	X***	Blank, coded as missing (999), or out of range (<7; >196) if Type = 1 or 2
174	14c	LDL	3	3	X***	X***	Blank, coded as missing (999), or out of range (<20 or >380) if Type = 1 or 2
177	14d	Trigly	4	4			

Position	Item Number	MDE Name	Item Length	Field Length	Complete	BP+	Invalid Values (for required items)
181	15a	Glucose**	3	3	X***		Participant is fasting and glucose is blank or missing (999) or out of range (<37 or >571), and A1C is blank or missing (999); or participant is not fasting and A1C is blank or missing (999) if Type = 1 or 2
184	15b	A1C**	4	4	X***		
188	16a	BPAIert	1	1			
189	16b	BPDiDate	8	8			
197	17a	RRCCComplete	8	8	X		
205	18a	RefDate	8	16	X	X	Illogical entry (e.g., date is in the future)
221	19a	LSPHCRec	2	2	X	X	Blank if referral date is valid
223	19b	Intervention	8	128			
351	19c	LSPHCID	10	160			
511	20a	TobResDate	8	24			
535	20b	TobResType	1	3			
538	20c	TResComp	1	3			
540	End	Complete String	-	-			
				Count	40	31	

*Values are considered not allowable if they are not one of the listed response categories for categorical items.

**Only A1c OR Glucose is required for Complete screenings, recipients do not need to collect both

***Labs may not be medically required for certain participants at follow-up screening, therefore, will not be included in the definition of complete and BP+ at this visit.

Contact Information and Staffing

Business/Contractual Contact

Any questions regarding contractual terms and conditions in this proposal can be directed to:

Ty Petrice, MSSE
Program Manager
304-692-9000
ty@localdatasolutions.com

Technical Resources Contacts

Upon contract award, LDS will provide a single support-line number. In the interim, any questions regarding technical aspects of this proposal can be directed to:

Parmjit Singh, MSE
Subject Matter Expert/Lead Analyst
304-906-8449
parmjit@localdatasolutions.com

Adam Phillips
Senior Software Developer
adam@localdatasolutions.com

Management Team

Ty Petrice, MSSE, Principal Lead Architect / Software Team Lead

Profile highlights

- 14+ years of software development experience
- Extensive background developing and managing database-driven, web-based information systems and teams
- Full SDLC (Software Development Lifecycle) experience and training
- Skilled software developer who works with the latest technologies
- Expert knowledge of AngularJS-based client UI/ SPA applications and responsive website design
- Experienced with MS SQL Server, ASP.NET, WPF, Entity Framework; Code First approach
- Experienced with LINQ, XML, XSLT, AJAX, XAML, C# and VB.NET technologies/languages
- Experienced in translating customer business needs into requirements
- Experienced manager of software teams
- Case management systems development experience

Education

- | | |
|--------------|---|
| 2003 to 2006 | Master of Science – Software Engineering (2006)
West Virginia University, Morgantown WV |
| 1999 to 2003 | Bachelor of Arts – Computer Science (2003)
Fairmont State University, Fairmont WV |

Career History

Local Data Solutions, LLC Principal / Lead Architect	2008 to present
Attain LLC (CDC/NIOSH Contract), Morgantown, WV Subject Matter Expert	2016 to present
CACI (CDC/NIOSH Contract), Morgantown, WV Software Developer 3	2011 to 2016
SRA International (CDC/NIOSH Contract), Morgantown, WV Software Developer 5	2006 to 2011
Deligo Technologies Software Developer	2005 to 2006
D.N. American Software Developer	2002 to 2005

Additional Skills

- Requirement Analysis
- System Design
- Software Development
- Database Design and Maintenance
- Software Cost Estimation
- Web Based System Design
- Project Management
- .NET and SQL Server Application Development
- Power Shell
- T4 Templates

Parmjit Singh , MS, Principal Subject Matter Expert/Lead Analyst

Profile highlights

- 14+ years of experience in software design, development, and maintenance
- Experience configuring and customizing access to Secure Access Management Services (SAMS)
- Full SDLC (Software Development Lifecycle) experience and training
- Experience designing, developing, and maintaining service oriented application that includes multiple types of clients
- Skilled software developer who works with the latest technologies
- Expert knowledge of AngularJS based client UI/ SPA applications and responsive website design
- Experience with MS SQL Server, ASP.NET, WPF, Entity Framework; Code First Approach
- Experience with LINQ, XML, XSLT, AJAX, XAML, C# and VB.NET technologies/languages.
- Developed Windows/web-based tools for Ag-RISQS, OIICS, WRISQS, CPS, WCOMP and OIICS coding system datasets for DSR Injury Surveillance, NIOSH
- Experienced in translating customer business needs into requirements
- Experienced manager of software teams
- Case management systems development experience

Education

2003 to 2006	Master of Science – Industrial Engineering (2006) West Virginia University, Morgantown, WV
1998 to 2002	Bachelor of Science – Computer Science and Engineering (2002) R.E.C Jalandhar, National Institute of Technology, India

Career History

Local Data Solutions, LLC Subject Matter Expert/Lead Analyst	2008 to present
Attain LLC (CDC/NIOSH Contract), Morgantown, WV Subject Matter Expert	2016 to present
CACI (CDC/NIOSH Contract), Morgantown, WV Software Developer 3	2011 to 2016
SRA International (CDC/NIOSH Contract), Morgantown, WV Software Developer 5	2006 to 2011
West Virginia Geological and Economic Survey Software Developer	2008 to 2009

Additional Skills

- Building web-based applications that allow for secure sharing of electronic Protected Health Information and Personally Identifiable Information in a manner that complies with HIPAA and protects patient privacy
- Requirements analysis
- System, database, and interface design
- Business logic development
- Software development and continuous integration
- Software unit, user interface testing and deployment
- Unit testing and test-driven development
- Hack-proofing ASP.NET web forms and MVC applications
- Design patterns and Object Oriented Design
- T4 Templates and PowerShell integration to generate custom code
- Angularjs 1.5 and 8.0 Javascript framework library
- jQuery, jQueryUI and Knockout JavaScript libraries
- Task Parallel Library (TPL) for parallel programming
- HTML5 and CSS3 constructs understanding
- Implementing Entity Framework Code First, Database First, and Model First approaches
- T-SQL, SQL-92, Visual Basic.NET, C#, ASP.NET, Visual Studio 6.0/2003/2005/2008/2010
- Crystal Reports, MS SQL Server 2000/2005/2008, Microsoft Word, PowerPoint
- Adobe Photoshop CS5.5, Illustrator CS5.5, GIMP, Microsoft Word, Access, and Excel, PHP
- MySQL, Oracle, Sub-version server and client
- Windows Communication Foundation (WCF)
- Understanding Extensibility points in WCF, from the service model, runtime and channel module; and WS-* standards that extend SOAP to make rich integration scenarios

Supporting Staff

John Britton Senior Software Developer

Profile highlights

- .NET developer with 11 years of experience in developing both ASP.NET and WPF desktop applications in a solo or small-team setting
- Able to create standards-compliant and secure web applications.
- Full SDLC (Software Development Lifecycle) experience and training
- Experience designing, developing, and maintaining a service-oriented application that includes multiple types of clients
- .NET development (C# and VB), MVC and MVVM design patterns, ASP.NET web forms, MVC, and Web API, HTML, CSS, JavaScript, jQuery, jQueryUI, and Angular JS, WPF
- Knowledge of iOS, Android, Windows UWP, and Xamarin
- Entity Framework experience
- Knowledge of SQL
- 508-compliance familiarity
- Certification and accreditation experience
- User interface design experience
- Web security experience
- Unit testing and test-driven development
- Technical-writing experience

Education

Bachelor of Science – Computer Science: Software & Computer Systems (2009)

Career History

Local Data Solutions, LLC Senior Software Developer Contractor	2016
CACI/ Emergint/SRA International (CDC/NIOSH Contract), Morgantown, WV Software Engineer	2009 to present

Additional Skills

- Provided analytical support and technical advice during all stages of the software development lifecycle
- Gathered requirements from clients when developing new systems
- Provided timeframe and manpower estimates
- Fulfilled requirements for certification and accreditation of systems
- Performed security analyses of systems and provided solutions
- Provided technical support to clients for applications developed in-house as well as commercial off-the-shelf products
- Responsible for maintaining several different ASP.NET management systems
- Responsible for maintaining an ASP.NET data query system
- Designed, implemented, and maintained an ASP.NET web application that generates tables, charts, and maps from data files
- Designed, implemented, and maintained an ASP.NET content management system for the NIOSH mining website
- Designed, implemented, and maintained a WPF data entry application for NAICS industry coding of work-related injury data
- Converted a radionuclide inventory system from CLIPPER to an ASP.NET web application
- Created a system for collection of citation data for journal articles using Google Scholar
- Responsible for maintaining the CISPro chemical inventory system
- Responsible for maintaining the CERF electronic lab notebook
- Provided analytical support and technical advice during all stages of the software development life cycle
- Gathered requirements from clients when developing new systems
- Provided time frame and manpower estimates
- Fulfilled requirements for certification & accreditation of systems
- Performed security analysis of systems and provided solutions
- Provided technical support to clients for applications developed in-house as well as commercial off-the-shelf products

Matthew R. Young

Senior Software Developer

Profile highlights

- Experienced with multiple technologies and languages, including .NET C#, Java, C++, Visual Basic, JavaScript, HTML, CSS, Xamarin, Android, OpenGL, Subversion, Team Foundation Server, and Entity Framework
- Experienced with Microsoft SQL Server, SQLite, and MySQL platforms
- Experienced with Visual Studio and Eclipse development tools
- Developed, maintained, and supported web-based, mobile, and desktop applications
- Experienced in teaching college-level computer science courses

Education

Master of Science – Computer Science: Mobile Game Development/Computer Graphics on Android
West Virginia University, Morgantown, WV

Bachelor of Science – Computer and Information Technology
Minor in Mathematics
Marshall University, Huntington, WV

Career History

Local Data Solutions, LLC Senior Software Developer Contractor	2016
CACI/ Emergint/SRA International (CDC/NIOSH Contract) Morgantown, WV Software Engineer	2012 to present
West Virginia University, Morgantown, WV Instructor / Graduate Teaching Assistant	2010 to 2012

Adam Phillips

Senior Software Developer

Profile highlights

- Developed web applications for the National Personal Protective Testing Laboratory and the Health Effects Laboratory Division at NIOSH.
- Contributed to all aspects of the software development lifecycle
- Worked with members of government agencies, standard developing organizations, and personal protective equipment manufacturers
- Developed a standard and medical guidance application (<https://wwwn.cdc.gov/ppeinfo>) using ASP.NET MVC and AngularJS
- Experienced with C#, Java, JavaScript, AngularJS, JQuery, and T-SQL languages and libraries
- Experienced with MS SQL Server and Oracle databases
- IDE and Version Control: Visual Studio, Eclipse, Subversion, GIT, TFS

Education

Bachelor of Science – Computer Science

Bachelor of Science – Computer Engineering

Minor in Business Administration

West Virginia University, Morgantown, WV

Career History

Local Data Solutions, LLC

2016

Senior Software Developer Contractor

CACI/ Emergint/SRA International (CDC/NIOSH Contract)

2013 to present

Morgantown, WV

Software Engineer

Ultra Electronics Prologic Inc., Morgantown, WV

2008 to 2013

Instructor / Graduate Teaching Assistant

Tracina Jackson

Senior Technical Writer / Document Specialist

Profile highlights

- Technical writer with particular expertise in making specialized, complex subject material accessible to both expert and general audiences
- 12 years of technical writing experience
- Experience determining and documenting software requirements
- Proven ability to work with subject-matter experts (including medical experts, scientists, information-security specialists, programmers, and developers)
- Proven ability to create content, document procedures, analyze systems, conduct extensive research, and suggest workflow improvements Experienced alpha- and beta-tester for proprietary applications
- Familiar with issues regarding electronic health record confidentiality (current HIPAA Awareness Training certification), information security, federal document management, and plain writing
- Rapidly and thoroughly assimilates new material, from proprietary software to classification systems

Education

Cistercian Fellowship, Graduate School of Medieval Studies
Western Michigan University, Kalamazoo, MI

Bachelor of Arts – Art History
West Virginia University, Morgantown, WV

Bachelor of Fine Arts – Visual Art
West Virginia University, Morgantown, WV

Career History

Local Data Solutions, LLC 2016
Senior Technical Writer Contractor

CACI/Emergint/SRA International (CDC/NIOSH Contract) 2009 to present
Technical Writer

Publications

Jackson TM, Fent KW, Musolin K, Methner M. 2014. Simulated smoke, real health effects. Fire Engineering. 167(12):79-82.

de Perio MA, Gibbins JD, Niemeier RT, Jackson TM. 2014. Preventing Campylobacter infection among employees in a poultry-processing plant. National Provisioner. 228(6):38-44.

Eisenberg J, Chen L, Jackson TM. 2014. Reducing lead exposure in aircraft maintenance employees. Aviation Maintenance. 33(6):66-67.

Petrice T, Jackson T, Volkwein J. 2011. PDMMS: A new tool for managing Personal Dust Monitor data. Coal Age. 116(10):18-21.

Appendix A: Proposed Staffing Full Resumes

Ty Petrice

Lead Architect / Software Team Lead / Principal

SUMMARY

I have 14+ years of software development experience. I have an extensive background developing and managing database driven, web based information systems. My experience with software development encompasses the entire software development process including concept, system design, application development and maintenance for web based systems, workstations and client-server environments. I have developed many types of web based systems which include content management, data collection, and process control systems, that are deployed on the CDC network. I am a skilled software developer that works with many of the latest technologies including AngularJS based client UI/ SPA applications, Responsive website design, MS SQL Server, ASP.NET, WPF, Entity Framework - Code First Approach, LINQ, XML, XSLT, AJAX, XAML, C# and VB.NET technologies/languages. I have an in-depth understanding of MS SQL Server and constructing data views that satisfy many complex reporting needs.

EDUCATION

MS, Software Engineering, West Virginia University, 2006

BA, Computer Science, Fairmont State University, 2003

EXPERIENCE

Local Data Solutions, LLC, Software Engineer

2008 – Present

- Project Manager/Software Developer responsible for the development, hosting and maintenance of the Newborn Hearing Screening system. This system is a case management system developed for the WVDHHR. This system is designed to automate and simplify many of the tasks related to managing infants with hearing loss or impairment. In addition to managing infants, the system produces annual reports that will be submitted to Center for Disease Control and Prevention (CDC). This system is HIPAA Compliant and meets or exceeds federal IT security requirements.
- Project Manager/Software Developer responsible for the ongoing hosting and maintenance of the Birthscore database application. This system collects child birth information from hospitals across the state of West Virginia. Once the data is collected, it is used to identify and track infants who are at greatest risk for health and developmental problems, and ensuring that these children have access to appropriate health and special care systems. This system is HIPAA Compliant and meets or exceeds federal IT security requirements.
- Project Manager/Software Developer responsible for the design and development of WVU Student Rotations System. The rotations system provides nursing students with logging online patient and activity logs. It also lets faculty manage students, preceptors and site information. The system provides faculty with the ability to run custom reports and statistics. Administrators of the system can manage the application data, submission deadlines, preceptors and sites information.
- Project Manager/Software Developer responsible for building West Virginia Health Careers and Opportunity Programs (HCOP) Website. The HCOP project provides students with online application submission and evaluation surveys for various health career programs. The system provides counselors with the ability to evaluate applications and view statistics. Administrators of the system can manage the application data, submission deadlines and all counselor functionalities.
- Project Manager/Software Developer responsible for designing, developing and maintaining web-based West Virginia Prescription Drug Abuse Quitline. Online survey data collection for WV Prescription Drug Abuse Quitline. This online application written in asp.net using SQL Server database. The application allows a staff member to search for a caller or add a new caller to the system. Once a caller is selected or created, the system provides a selection of surveys to complete. After a survey is selected, the survey guides the user through each question and possible responses. Each response is recorded in a database that lets administrative staff run reports on the database.

Attain LLC, Subject Matter Expert

2016 – Present

- Support World Trade Center Health Care program. This program supports and manages data for all participants receiving services from WTCHP. Data management includes registration process and certification approvals. Develop custom processes for transforming data from multiple data warehouses. Create custom reports that allow

process improvement and increase data quality. Integrate legacy data into updated system processes.

CACI, Software Developer 3

2011 – 2016

- Project Manager, Personal Dust Monitor Management System. This product retrieves data from a Personal Dust Monitor and stores the data in a local database for reporting purposes. Responsibilities include the development, Beta testing and delivering final product to NIOSH. Activities include gathering requirements, implementing features, demonstrating product features with customer, and working with mines involved in the Beta Testing of the product.
- Technical Lead, OAMS Intranet. This product is a web based application that provides a content management system for the OAMS branch. The OAMS Intranet provides information related to Morgantown facility. Responsibilities include requirement analysis, system design, development and development. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, HELD Intranet. This product is a web based application that provides a content management system for the HELD division OD. Responsibilities include software support services, requirements analysis, software design and development, and software maintenance. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, HELD Inhalation Facility website. This product is a web based application that provides a scheduling and information system for the HELD Inhalation Facility. Responsibilities include software support services, requirements analysis, software design and development, and software maintenance. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, iPubs. This product is a web based application that manages publications produced by the HELD division researchers. Responsibilities include software support services, requirements analysis, software design and development, and software maintenance. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, DSHEFS iPubs. This product is another implementation of the iPubs system. The project requires existing DSHEFS publication data imported into a separate iPubs system. Responsibilities include working with customer to resolve data translation into new structure, develop additional functionalities and software maintenance.
- Technical Lead, Facility Database. This product is a web based application that manages facility users at the Morgantown, Cincinnati, and Pittsburgh NIOSH locations. Responsibilities include software support services, requirements analysis, software design and development, and software maintenance. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, OMSHR Website. This product is a web-based Content Management System that is used on the CDC Intranet. The system maintains content that will be used to generate a static HTML website that is published on the Internet. In addition to

the static HTML website, the project has a Site Navigator component that uses the CMS database to produce search result lists of links to the static HTML web pages.

SRA International, Inc., Software Developer 5

2006 – 2011

- Project Manager, Personal Dust Monitor Management System. This product retrieves data from a Personal Dust Monitor and stores the data in a local database for reporting purposes. Responsibilities include the development, Beta testing and delivering final product to NIOSH. Activities include gathering requirements, implementing features, demonstrating product features with customer, and working with mines involved in the Beta Testing of the product.
- Technical Lead, OAMS Intranet. This product is a web based application that provides a content management system for the OAMS branch. The OAMS Intranet provides information related to Morgantown facility. Responsibilities include requirement analysis, system design, development and development. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, HELD Intranet. This product is a web based application that provides a content management system for the HELD division OD. Responsibilities include software support services, requirements analysis, software design and development, and software maintenance. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, iPubs. This product is a web based application that manages publications produced by the HELD division researchers. Responsibilities include software support services, requirements analysis, software design and development, and software maintenance. Work directly with customer to resolve issues and implement additional features.
- Technical Lead, DSHEFS iPubs. This product is another implementation of the iPubs system. The project requires existing DSHEFS publication data imported into a separate iPubs system. Responsibilities include working with customer to resolve data translation into new structure, develop additional functionalities and software maintenance.
- Technical Lead, Facility Database. This product is a web based application that manages facility users at the Morgantown, Cincinnati, and Pittsburgh NIOSH locations. Responsibilities include software support services, requirements analysis, software design and development, and software maintenance. Work directly with customer to resolve issues and implement additional features.
- Software Developer, SAMHSA. This product is a web based application that allows counselors to submit survey data electronically. Responsibilities were to develop features according to software requirements.
- Software Developer, Peer Review. This product is a web based application that allows users to manage peer reviewed publications. Responsibilities were to develop features according to software requirements and deploy application.

Deligo Technologies, Software Developer

2005 – 2006

- Software Developer, Sun Hydraulics public website. Responsibilities include working with customer to develop new features for the website, such as a shopping cart and credit card processing as well as resolving issues. Other duties included data management on several SQL servers which involved debugging and fixing outdated stored procedures built for an older system but still being used in the new content management system.
- Software Developer, Sun Hydraulics intranet test stand. Responsibilities include working with customer to develop new features and resolve issues.

D.N. American, Jr. Software Engineer

2002 – 2005

- Jr Research Engineer, CFD code research. Responsibilities were to develop algorithms that would decompose structured grids used for Computational Flow Dynamics software. The algorithms objectives were to improve the decomposition of the structured grids.
- Jr Software Engineer, SETA. Responsibilities were to help design and build the NASA IV&V website, provide onsite IT support and maintenance for the website and support a custom project management tool developed by D.N. American.

SKILLS

- Requirement Analysis
- System Design
- Software Development
- Database Design and Maintenance
- Software Cost Estimation
- Web-Based System Design
- Project Management
- .NET and SQL Server Application Development
- Power Shell
- T4 Templates

PUBLICATIONS

Petrice, Ty, Tracina Jackson, and Jon Volkwein. "A New Tool for Managing Personal Dust Monitor Data." Coal Age. Coal Age News, 31 Oct. 2011.

Parmjit Singh

Lead Programmer Analyst, Principal

Qualifications Summary

I have 12+ years of experience in software design, development and maintenance. I am skilled in AngularJS based client UI/ SPA applications, responsive website design, MS SQL Server, ASP.NET, WPF, Entity Framework - Code First approach, LINQ, XML, XSLT, AJAX, XAML, C# and VB.NET technologies/languages. I have experience configuring and customizing access to Secure Access Management Services (SAMS), SAMS API, and other single sign-on gateways for sensitive extranet applications authentication and identity verification services. I also have expertise in building N-tier Enterprise Information System (EIS) solutions for rich-client and web applications. I have developed and structured code using various design patterns. I have developed both web and client-server applications with VB/C#/ASP.NET. I have designed, developed, and maintained a service-oriented application that includes multiple types of clients. I have created forms with AngularJS, Bootstrap, and ASP.NET MVC 5 web application that render content with responsive web design. I also have experience designing and implementing platform-independent REST APIs that work on simple, well-established standards designed to support high-performance, massive-scale, secure communication. I have a solid understanding of cryptography in .NET to ensure confidentiality and authenticity of digital data and documents. I have developed the web-based Forensic Information Management System for the West Virginia State Police forensic laboratory; and the Data Mart, SPIROLA, and NIOSH Systems and Databases Inventory System for the National Institute for Occupational Safety and Health (NIOSH), Morgantown, WV. I have also developed Windows- and web-based tools for the Ag-RISQS, OIICS, WRISQS, CPS, WCOMP, and OIICS coding system datasets for the Division of Safety Research Injury Surveillance Team, NIOSH. I have also served as MSDN Academic Alliance Program Administrator for the Department of Industrial Engineering, West Virginia University.

Skills

- Experience building web-based applications that allow for secure sharing of electronic Protected Health Information and Personally Identifiable Information in a manner that complies with HIPAA and protects patient privacy
- Requirements analysis
- System, database, and interface design
- Business logic development
- Software development and continuous integration
- Software unit, user interface testing and deployment
- Extensive knowledge of unit test, mock, test driven development.

- Hack-proofing ASP.NET web forms and MVC applications
- Detailed understanding of design patterns and Object Oriented Design
- T4 Templates and PowerShell integration to generate custom code
- Extensive knowledge of Angularjs 1.5 and 2.0 JavaScript framework library
- Extensive knowledge of jQuery, jQueryUI and Knockout JavaScript libraries
- Expert in using Task Parallel Library (TPL) for parallel programming.
- Good understanding of HTML5 and CSS3 constructs.
- Expert in implementing Entity Framework code first, database first and Model firsts approach.
- T-SQL, SQL-92, Visual Basic.NET, C#, ASP.NET, Visual Studio 6.0/2003/2005/2008/2010
- Crystal Reports, MS SQL Server 2000/2005/2008, Microsoft Word, PowerPoint
- Adobe Photoshop CS5.5, Illustrator CS5.5, GIMP, Microsoft Word, Access, and Excel, PHP
- MySQL, Oracle, Sub-version server and client
- Experience with Windows Communication Foundation (WCF)
- Solid understanding of Extensibility points in WCF, from the service model, runtime and channel module is required. WS-* standards that extend SOAP to make rich integration scenarios.

Work Experience

Local Data Solutions, LLC, Software Engineer

2008 – Present

- Project Manager/Software Developer responsible for the development, hosting and maintenance of the Newborn Hearing Screening system. This system is a case management system developed for the WVDHHR. This system is designed to automate and simplify many of the tasks related to managing infants with hearing loss or impairment. In addition to managing infants, the system produces annual reports that will be submitted to Center for Disease Control and Prevention (CDC). This system is HIPAA Compliant and meets or exceeds federal IT security requirements.
- Project Manager/Software Developer responsible for the ongoing hosting and maintenance of the Birthscore database application. This system collects child birth information from hospitals across the state of West Virginia. Once the data is collected, it is used to identify and track infants who are at greatest risk for health and developmental problems, and ensuring that these children have access to appropriate health and special care systems. This system is HIPAA Compliant and meets or exceeds federal IT security requirements.

- Project Manager/Software Developer responsible for the design and development of WVU Student Rotations System. The rotations system provides nursing students with logging online patient and activity logs. It also lets faculty manage students, preceptors and site information. The system provides faculty with the ability to run custom reports and statistics. Administrators of the system can manage the application data, submission deadlines, preceptors and sites information.
- Project Manager/Software Developer responsible for building West Virginia Health Careers and Opportunity Programs (HCOP) Website. The HCOP project provides students with online application submission and evaluation surveys for various health career programs. The system provides counselors with the ability to evaluate applications and view statistics. Administrators of the system can manage the application data, submission deadlines and all counselor functionalities.
- Project Manager/Software Developer responsible for designing, developing and maintaining web-based West Virginia Prescription Drug Abuse Quitline. Online survey data collection for WV Prescription Drug Abuse Quitline. This online application written in asp.net using SQL Server database. The application allows a staff member to search for a caller or add a new caller to the system. Once a caller is selected or created, the system provides a selection of surveys to complete. After a survey is selected, the survey guides the user through each question and possible responses. Each response is recorded in a database that lets administrative staff run reports on the database.

CACI Inc., Programmer Analyst, Principal

2011 - Present

- Lead developer responsible for building and exposing services (Service-Oriented) based web portal for World Trade Center Health Program, NIOSH
- Lead developer responsible for designing, developing, and maintaining web-based Laboratory Information Management System (LIMS) for Division of Applied Research and Technology (DART), NIOSH
- Division of Respiratory Disease Studies (DRDS) healthcare workers survey for respiratory health project, NIOSH
- Lead developer responsible for the design and implementation of web-based Work-Related Lung Disease Surveillance System (eWoRLD). This system presents up-to-date summary tables, graphs, and figures of occupationally-related respiratory disease surveillance data on the pneumoconiosis, occupational asthma and other airways diseases, and several other respiratory conditions. For many of these diseases, selected data on related exposures are also presented.

West Virginia Geological & Economic Survey, Software Developer 2008 - 2009

- Responsible for developing web-based customer database application that deals with queries related to oil and gas information database
- Responsible for assisting and training other peer employees in current .NET technologies and products
- Installing and managing subversion control software for in-house software packages

Software Engineer, SRA International, Inc., Senior Software Engineer 2006 to 2011

- Responsible for software development in a number of different projects involving both web- and client-server applications, with VB/ASP.NET, XML, XSLT, Custom Control development, SQL SERVER and PHP/MYSQL. I worked as a primary developer on Windows and web-based tools for Ag-RISQS, OIICS, OIICS Coding System, WRISQS, CPS, WCOMP datasets and Data Mart project for DSR IST, NIOSH
- Responsible for data base design, prototyping, requirements analysis, development, documentation, and user-interface design for several projects
- Team Lead for the architecture design of the Spirometry Longitudinal Data Analysis (SPIROLA) Software for DRDS, NIOSH. Responsible for requirements definition, translation of functional requirements into technical design constraints and characteristics, development of alternative solutions to satisfy these requirements, and development of the final system design
- Lead developer responsible for the design and implementation of web-based NIOSH Systems and Databases Inventory system. This system supports statistical analysis by providing a listing to all information associated with different ongoing projects across NIOSH, CDC

West Virginia University, Research Assistant 2004 to 2006

- Project leader for the development and implementation of web-based Forensic Information Management System (FIMS). I designed the database, business logic, and system interface for FIMS. I also developed the “Online Classes” project for electronic distribution of class material for the Department of Industrial Engineering. I developed system-testing scripts and documentation for FIMS, FIMS web interface for hand-held devices (Pocket PC). I also served as a Program Administrator for the MSDN Academic Alliance in the Department of Industrial Engineering.
- Responsible for teaching industrial engineering IENG 331 course, College of Engineering and Mineral Resources, from January 2005 to May 2006.

Professionals Software Developers, Software Developer/ Network Technician 2002 to 2003

- Software developer for wide variety of business software applications for small to medium-sized companies in India. Projects included a Payroll Management System and Inventory Control tool developed with Microsoft Access, SQL, VBA (Visual Basic for Applications) and C++.
- Assisted staff in the usage of application software including Microsoft Office 97/2000 (Word, Access, PowerPoint, FrontPage and Outlook), Adobe Photoshop 7.0, Corel, MS Office and Web-based E-mail clients. I also developed various support scripts, applets and programs in Java, JavaScript and C++ to support functions of departmental web sites. I also provided general technical assistance to web development staff.

Education

- **Master of Science** in Industrial Engineering
Engineering
West Virginia University (WV)
2006
- **Bachelor of Science** in Computer Science and Engineering
Computer and Information Sciences
R.E.C Jalandhar, National Institute of Technology, India
2002

Additional Certifications

- Certificate of Beyond ASP.NET: Enhancing Web Development with .NET 3.5 from DevelopMentor, April. 2009.
- Certificate of Advanced Visual Basic.NET Programming with the .NET 2.0 Framework, from Hands On Technology Transfer, Inc. (HOTT), Sep. 2006.
- Certificate of Software Developer and Network Technician, Professionals Software Developers Pvt. Ltd., Nov 2003.
- Certificate of Excellence for the course of Java and Advance Java, ATEC Computer Education, June 2001.
- Certificate for Industrial Training, ATEC Software Pvt. Ltd, July 2001.
- Certificate of Professional Software Developer, ATEC Software Pvt. Ltd., March 2001.
- Teaching assistant for Computer Applications – Industrial Engineering, IENG 331 course, West Virginia University, College of Engineering and Mineral Resources, Jan, 2005- May, 2006.

Publications

- Jackson LL, Line JR, Singh P, 2009. Integrated Occupational Injury Surveillance Data Dissemination and Resource Tools. Poster presented at 7th Annual Public Health Information Network Conference: Atlanta, GA; August 30–September 3, 2009.
- Jackson LL, Singh P, Line J, 2009. Injury @ work coding resources: occupational injury and illness classification system. Available at <http://wwwn.cdc.gov/WISARDS/OIICS>.
- Jackson LL, Reichard AA, Line JR, Singh P, 2011. Online access to U.S. employed labor force estimates. Council of State and Territorial Epidemiologists Annual Conference: Pittsburg, PA; June 12-15, 2011.

John Britton

Senior Software Developer

Summary

.NET developer with 11 years of experience in developing both ASP.NET and WPF desktop applications in a solo or small team setting. Able to create standards-compliant and secure web applications. Familiar with the Certification and Accreditation process, 508 compliance, and the CDC IT infrastructure. Able to lead a project through the entire software development lifecycle.

Education

Bachelor of Science in Computer Science: Software & Computer Systems
University of Tennessee at Martin (2005-2009)

Work Experience

SRA International/Emergent Technologies/CACI, Software Engineer (2009-Present)

- Provided analytical support and technical advice during all stages of the software development life cycle
- Gathered requirements from clients when developing new systems
- Provided time frame and manpower estimates
- Fulfilled requirements for certification & accreditation of systems
- Performed security analysis of systems and provided solutions
- Provided technical support to clients for applications developed in-house as well as COTS products
- Responsible for maintaining several different ASP.NET management systems
- Responsible for maintaining an ASP.NET data query system
- Designed, implemented, and maintained an ASP.NET web application that generates tables, charts, and maps from data files
- Designed, implemented, and maintained an ASP.NET content management system for the NIOSH mining website
- Designed, implemented, and maintained a WPF data entry application for NAICS industry coding of work-related injury data
- Converted a radionuclide inventory system from CLIPPER to an ASP.NET web application
- Created a system for collection of citation data for journal articles using Google Scholar
- Responsible for maintaining the CISPro chemical inventory system
- Responsible for maintaining the CERF electronic lab notebook

University of Tennessee at Martin, Library Systems Developer (2005-2009)

- Responsible for maintaining the library's PHP/mySQL website and various web applications
- Implemented and maintained the open-source Eprints repository software for Scholarship@UT Martin
- Created numerous data mining applications
- Created a URL validation application for the library website
- Created a system to track website traffic
- Created a web survey application
- Created a web application to manage classes offered at the library
- Created a system to track library statistics

Skills

- .NET development (C# and VB)
- MVC and MVVM design patterns
- ASP.NET web forms, MVC, and Web API
- HTML, CSS, Javascript, jQuery, jQueryUI, and Angular JS
- WPF
- iOS, Android, Windows UWP, and Xamarin
- Entity Framework
- SQL
- 508 compliance
- Certification and Accreditation
- User interface design
- Web security
- Unit testing and test driven development
- Technical writing

Honors

- Chancellor's Award Scholarship (4 Years)
- Honors Program (4 Years)
- Dean's List (5 Semesters)
- Faculty Scholar (2008, 2009)
- Who's Who Among College Students (2008, 2009)
- Outstanding Student in Computer Science and Information Systems 2009

Matthew R. Young

Senior Software Developer

Technical Experience

Technologies/Languages: C#, Java, C++, Visual Basic, JavaScript, HTML, CSS, Xamarin, Android, OpenGL, Subversion, Team Foundation Server, Entity Framework

Database Platforms: Microsoft SQL Server, SQLite, MySQL

Development Tools: Visual Studio, Eclipse

Education

Master of Science in Computer Science, Mobile Game Development/Computer Graphics on Android

West Virginia University, Morgantown, WV

Bachelor of Science in Computer and Information Technology

Minor in Mathematics

Marshall University, Huntington, WV

Employment

CACI International, Inc., Systems Programmer II July 2012 - Present

- Responsibilities include development, maintenance, and support of web-based, mobile, and desktop applications.
- Applications are developed using C#, Java, Xamarin, Visual Basic, ASP.NET, SQL, JavaScript, CSS, and HTML.
- Supported applications are used by the Health Effects Laboratory Division (HELD), Division of Respiratory Disease Studies (DRDS), Office of Mine Safety and Health Research (OHMSR), and the Office of the Director (OD) within the CDC/NIOSH organization.

West Virginia University, Instructor / Graduate Teaching Assistant August 2010 - May 2012

- Responsible for teaching two sections of Computer Science 101 per semester.
- Duties included designing and delivering lectures, grading assignments, and interacting with students.
- The course content included Microsoft Office fundamentals using Excel, Access, Word, and PowerPoint.

McMillion Research, Web Developer

May 2007 - August 2010

- Primary responsibilities included planning and developing web based surveys using SSI Web, Perl, PHP, JavaScript, HTML, and CSS.
- I was involved in the entire lifecycle of each project which included working with client to establish the survey requirements, working with the quality assurance department prior to client delivery, and managing the project once it had been deployed.
- Additionally, I was responsible for the creation of several internal systems, some in teams of two to three developers.

Marshall University, Teaching Assistant

January 2007 - May 2007

- Responsible for lecturing and assisting with weekly mathematical modeling labs using MatLab, Mathematica, and Stella for IST 231 Analytical Methods IV: Differential Equations and Linear Algebra.

West Virginia Division of Veteran Affairs, Intern

May 2006 - August 2006

- Developed an application using C++ which allows for the digitalization and retrieval of documents used on a daily basis by the Division of Veteran Affairs. The application is also being used to convert Microfilm documents into digital media.

Marshall University, Teaching Assistant

January 2005 - May 2005

- Responsible for grading and providing feedback for programming assignments for Professor Brian Morgan for IST 163: Programming Practicum w/C++.

Tracina Jackson
Senior Technical Writer / Document Specialist

Qualifications Summary

Technical writer with particular expertise in making specialized, complex subject material accessible to both expert and general audiences. Twelve years of technical writing experience. Experience determining and documenting software requirements. Proven ability to work with subject-matter experts (including medical experts, scientists, information-security specialists, programmers, and developers), create content, document procedures, analyze systems, conduct extensive research, and suggest workflow improvements. Experienced alpha- and beta-tester for proprietary applications. Familiar with issues regarding electronic health record confidentiality (current HIPAA Awareness Training certification), information security, federal document management, and plain writing. Rapidly and thoroughly assimilates new material, from proprietary software to classification systems. Attentive to detail; highly organized and efficient. Familiar with federal government working environment; current NACI clearance.

Work Experience

CACI International

2015-present

Technical Writer, World Trade Center Health Program

Ongoing responsibilities:

- Create documentation and explanatory material (such as data-flow diagrams, information-security documents, user manuals, reference sheets, software requirement specifications, and procedural manuals) for internal and external audiences, in both print and electronic formats, for the World Trade Center Health Program's Information and Systems Technology (IST) team
- Consult with subject-matter experts and perform additional research in order to create documentation
- Consult with clients and programmers to analyze and document system and application requirements
- Perform alpha- and beta-testing for various new applications in development and provide feedback to programmers and developers
- Analyze WTCHP workflows and suggest efficiency improvements
- Review existing documentation; identify issues, create remediation plans, and implement solutions
- Use Team Foundation Server as the platform for IST's Scrum project-management framework
- Maintain confidentiality and security of project records in database
- Create monthly project status reports
- Perform numerous other duties as assigned

Additional projects:

- Wrote six-part training-video script for the Emergency Responder Health Monitoring System Information Manager application

CACI International

2012-2015

Technical Writer/Information Engineer, NIOSH, Division of Safety Research

- Created documentation and explanatory material (such as technical-information documents, user manuals, reference sheets, and data-definition documents) for internal and external audiences, in both print and electronic formats, for the NIOSH Division of Safety Research, Special Studies Team (DSR SST)
- Worked with scientists and researchers to create articles suitable for non-specialist audiences from Health Hazard Evaluations, submitted these articles to be published in industry journals in order to reach affected populations, and acted as point-of-contact between publication editors and scientists
- Created notification-letter templates for workers affected by Health Hazard Evaluations, explaining technical medical subjects for a general audience
- Reviewed existing documentation; identified issues, suggested remedies, and implemented solutions
- Beta-tested the proprietary Industry and Occupation Coding Application, providing feedback for improvement and working with programmers to solve issues
- Performed numerous other duties as assigned

Emergint Technologies, Inc.

2011-2012

Technical Writer/Computer Statistical Assistant, NIOSH, Division of Safety Research

- Created explanatory material and documentation of data-management processes for various projects
- Wrote instruction manual for end-users of proprietary application (Personal Dust Monitor Firmware Certification and Verification Instruction Manual)
- Analyzed data, materials, and procedures; created documentation and reported on findings
- Reviewed existing documentation for various projects; identified issues, suggested remedies, implemented solutions
- Performed research necessary to understand issues underlying the coding of specific variables, and to document coding-recommendation justifications
- Coded and quality-control checked data for NIOSH projects using the Bureau of Labor Statistics' Occupational Injury and Illness Classification System
- Created seed database of employer names, locations, and North American Industry Classification System codes to be used as a coding aid in a proprietary industry and occupation coding application
- Reviewed computer programming code for quality-control aspect of OIICS coding application, identified issues, and worked with programmer to find solutions)
- Performed numerous other duties as assigned

SRA International, Inc.

2009-2011

Computer Statistical Assistant/Technical Writer, NIOSH, Division of Safety Research

- Wrote technical article to client specifications on the Personal Dust Monitor Management Studio, developed by SRA and NIOSH, for major trade publication
- Wrote and edited rule sets in C+ based on 2010 Bureau of Labor Statistics' Occupational Injury and Illness Classification System (BLS OIICS) coding manual to become the architecture for quality-control computer program
- Coded and quality-control checked raw data from the Deepwater Horizon incident for Congressional reports on very short deadlines
- Performed research necessary to understand issues underlying the coding of specific variables in NIOSH's National Electronic Injury Surveillance System—Occupational Supplement project, and to document coding-recommendation justifications
- Coded and quality-control checked data for NIOSH projects using BLS OIICS
- Analyzed, documented, and facilitated the finalization of data that had been backlogged and unfinalized since 2001
- Performed in-depth evaluation of proposed BLS OIICS 2010 coding manual revision on tight deadline. Created reports used as the basis for NIOSH Division of Safety Research's response to BLS
- Within six months of beginning position, thoroughly learned the BLS OIICS and brought a previously backlogged project up to date. Within eighteen months, project was not only current, but so far ahead of schedule that numerous other projects had been added to duties, creating significant additional value for the client

Freelance writer/Independent contractor

2006 – 2007

- Extensively revised high-school online science course text. Rewrote, researched, copyedited, and fact-checked material. Identified potential legal concerns regarding copyright
- Revised three high-school online English course texts
- Used web-based programming and file transfer applications to modify and upload school course material
- Taught high-school English course online

Graduate School of Medieval Studies, WMU

1996 – 1998

Cistercian Fellow

- Wrote and illustrated technical documents for student workers on best-methods practices for conserving, preserving, and restoring rare books and manuscripts
- Created instructional material teaching student workers to catalogue rare books and manuscripts using the specialized library classification system OCLC
- Supervised student workers

Publications External to NIOSH

Jackson TM, Fent KW, Musolin K, Methner M. 2014. Simulated smoke, real health effects. Fire Engineering. 167(12):79-82.

de Perio MA, Gibbins JD, Niemeier RT, Jackson TM. 2014. Preventing Campylobacter infection among employees in a poultry-processing plant. National Provisioner. 228(6):38-44.

Eisenberg J, Chen L, Jackson TM. 2014. Reducing lead exposure in aircraft maintenance employees. Aviation Maintenance. 33(6):66-67.

Petrice T, Jackson T, Volkwein J. 2011. PDMMS: A new tool for managing Personal Dust Monitor data. Coal Age. 116(10):18-21.

Additional Training and Certifications

- World Trade Center Health Project HIPAA Awareness Training, 2015
- National Institute for Occupational Safety and Health, Office of the Chief Information Officer, Security Assessment and Authorization Training for Data Security Officers and Security Stewards, 2015
- Clear Communication Index Training, 2014
- NIOSH Plain Language Training, 2012
- National Center for Health Statistics, Industry and Occupation Coding Fundamentals course, 2010
- Centers for Disease Control and Prevention Security Awareness Training, renewed annually
- Department of Health and Human Services Federal Records Management Training, renewed annually
- NIOSH Division of Safety Research Confidentiality Training, renewed annually

Adam M. Phillips

Software Developer

EMPLOYMENT

- CACI**, Software Developer July 2013--present
- Developed web applications for the National Personal Protective Testing Laboratory and the Health Effects Laboratory Division at NIOSH.
 - Contributed to all aspects of the software development life cycle
 - Worked with members of government agencies, standard developing organizations, and personal protective equipment manufacturers
 - Developed a standard and medical guidance application (<https://wwwn.cdc.gov/ppeinfo>) using ASP.NET MVC and AngularJS

- Ultra Electronics ProLogic Inc.**, Sr. Engineering Scientist Nov 2008 – July 2013
- Implemented commercial off-the-shelf (COTS) and in-house applications in support of the Department of Energy Office of Legacy Management.
 - Contributed to all aspects of the software development life cycle
 - Developed web and desktop applications in the ASP.NET Environment using C#, JavaScript, AJAX, XML, CSS, and T-SQL
 - Acted as a database administrator in addition to normal responsibilities
 - Worked with the Enterprise Architecture team to design new project management workflows.

EDUCATION

Bachelor of Science in Computer Science
Bachelor of Science in Computer Engineering
Minor in Business Administration
West Virginia University, Morgantown, WV

SKILLS AND TRAINING

Languages and Libraries: C#, Java, JavaScript, AngularJS, JQuery, T-SQL

Databases: MS SQL Server, Oracle

IDE and Version Control: Visual Studio, Eclipse, Subversion, GIT, TFS

Training: SQL Server 2005 A Comprehensive Hands-On Introduction, .Net Development with jQuery, Introduction to SharePoint 2010 Development

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH200000003

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia (WV) Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Public Health (BPH), Office of Maternal, Child, and Family Health (OMCFH) to establish an open ended contract of a web-based data collection, reporting, and billing system for the WV WISEWOMAN program. WV WISEWOMAN is a Centers for Disease Control and Prevention (CDC) funded program that serves low-income, uninsured/underinsured WV women ages 40-64 and provides them with preventive health services such as health screenings for the detection and prevention of cardiovascular disease (CVD) and healthy behavior support services.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1: Provisions Required for Federally Funded Procurements.

NOTE: The WVDHHR has developed an EEO Utilization Report and it is available at: <http://intranet.wvdhhr.org/ops/EEO/forms/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

SCOPE OF WORK

The Scope of Work includes services to run and maintain a web-based data collection, reporting, and billing system for the WV WISEWOMAN program. Additionally, the vendor must supply services to manage, enhance, and customize a web-based data collection system to meet the needs of WV WISEWOMAN as described below:

- 2. DEFINITIONS:** The terms listed 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 web-based data management system to support and record, collect, and analyze data for the West Virginia WISEWOMAN Program as more fully described in these specifications. The system shall include all server hardware, software, customer support, maintenance, and on-going system upgrades.
- 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.

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH200000003

- 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 **“WISEWOMAN”** stands for Well Integrated Screening and Evaluation for Women Across the Nation, a CDC funded program. The program extends services provided to women as part of the WV Breast and Cervical Cancer Screening Program (BCCSP). WISEWOMAN provides additional preventive health services such as health screening for cardiovascular disease (CVD), risk assessment, and healthy behavior support services.
- 2.5 **“CDC”** stands for Centers for Disease Control and Prevention, a United States federal agency under the Department of Health and Human Services.
- 2.6 **“EMR”** means electronic medical record or a digital version of a participant’s paper chart.
- 2.7 **“HIPAA”** means Health Insurance Portability and Accountability Act of 1996, United States legislation that provides data privacy and security provisions for safeguarding medical information.
- 2.8 **“MDE”** means Minimum Data Elements, data required by the CDC.
- 2.9 **“USER”** means WV WISEWOMAN clinic staff who are permitted to access data.
- 2.10 **“PARTICIPANT”** means WV WISEWOMAN program enrollee.
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. Vendor must have five years of experience setting up, installing, configuring, maintaining, troubleshooting, and operating applications for CDC-funded programs.
- 3.2. The vendor must have a minimum of five years knowledge and experience with data integration, EMR, data backup and recovery, and database management. Vendor must submit resume upon request detailing experience.

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH2000000003

3.3. Vendor must have the WV WISEWOMAN database in production within 6 months of contract award, this includes test and staging.

3.4. Vendor must have a minimum of five years prior knowledge and experience with generation of MDE reports for the CDC.

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. Software & Billing Requirements for Web Based Data Collection System

4.1.1.1. Software must track and allow users to access participant data and information.

4.1.1.2. Software must have the capabilities to collect all CDC required WISEWOMAN MDE data. These can be found at: <https://www.cdc.gov/wisewoman/index.htm>

4.1.1.3. Software must generate MDE file in accordance with CDC data submissions. These can be found at: <https://www.cdc.gov/wisewoman/index.htm>

4.1.1.4. Software must have established mechanisms that will allow users to review and assess the completeness, consistency, and timeliness of data collected.

4.1.1.5. Software must generate a warning regarding abnormal and alert biometric values and lab work for each participant. User will have to manually correct or review these warning errors.

4.1.1.6. Software must generate daily lists of participants needing follow-up based upon screening and baseline dates for providers.

4.1.1.7. Software must auto populate the number of health coaching sessions and healthy behavior support services

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH200000003

provided to participants. This is based on the CDC approved templates for health coaching and healthy behavior support services with each having a specific number of sessions that indicate completion. A participant may have multiples of each at any given time.

- 4.1.1.8. Software must continuously generate follow-up date and annual rescreening due dates to trigger reminders for participants. These reminders should occur within one month of the due date. Software must also auto populate participant contact info for these reminders.
- 4.1.1.9. Software must include transfer and transition of all legacy data from the WV WISEWOMAN program's current Microsoft Access database. There are currently 300+ records with new ones entered daily.
- 4.1.1.10. Software must allow 200+ external users and enable 10 internal WISEWOMAN staff to assign differing levels of system access to those users. External users will consist of the clinical providers of the WISEWOMAN program.
- 4.1.1.11. Software must create ad-hoc reports as identified by the WV WISEWOMAN staff. Reports should be able to be ran by both internal and external users. MDEs are due twice annually to the CDC, once in June and again in December each year. Other reports will be added as needed for program evaluation.
- 4.1.1.12. Software must include a payment authorization system for billing purposes which will support the needs of the WV WISEWOMAN program. Some visits for WISEWOMAN participant visits are mandated to be paid from WVBCCSP funds- Navigation and Integrated. Other services such as risk assessment, risk reduction counseling, health coaching, and diagnostic follow up visits are paid from WV WISEWOMAN funds. The Batch Invoice form and Payment Fee Schedule that the program developed needs to be integrated into this software. This will serve as a check on complete data sets being entered into the system prior to payment.

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH200000003

4.1.1.13. Software must include a billing system in which WV WISEWOMAN specific Medicare Current Procedural Terminology (CPT) billing codes can be entered and tracked. Medicare CPT codes change annually, therefore the software must adapt to annual changes.

4.1.1.14. Software must include a billing component that tracks all invoices and includes claims which were paid, unpaid, or rejected. Software must validate each unpaid claim within 60 days and either approve it for payment or define the reason payment is denied.

4.1.1.15. Software must produce a report for each WISEWOMAN site for services and products not yet paid and summarize the status of unpaid/paid claims on a monthly basis. This can be in a Microsoft Excel or Word format.

4.1.2 Standards of Privacy and Security

4.1.2.1 Software must provide support for HIPAA compliance.

4.1.2.2 All data is property of the WVDHHR, BPH, OMCFH's WV WISEWOMAN Program.

4.1.2.3 Upon termination of the contract, WV WISEWOMAN will own all data collected and stored within the web-based data collection system. This will include all historical data to ensure the program can meet all federal reporting requirements. The Vendor will turn all data over to WV WISEWOMAN. Vendor will decide how to turn over data to the program; this could be via Excel files or printed. This would occur if the program suffered a loss of funding, CDC would require program closure within 90 days.

4.1.2.4 Vendor must sign a security safeguards policy and confidentiality agreement and ensure privacy of data prior to contract award. These can be found at: <https://privacy.wv.gov/privacypolicies/Pages/default.aspx>

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH2000000003

- 4.1.2.5 The vendor will maintain application security to prevent unauthorized access to or disclosure of data transmissions.
- 4.1.2.6 Vendor must provide agency with a Security, Privacy, and Confidentiality Plan within thirty (30) calendar days of contract award.
- 4.1.2.7 The vendor will provide privacy protections equivalent to those provided by Standards for Privacy of Individually Identifiable Health Information., 45CFR Part 160 and Sub-Parts A & E of Part 164. <https://www.hhs.gov/sites/default/files/indroduction.pdf>
- 4.1.2.8 The vendor will notify the State of WV, Office of Maternal, Child and Family Health immediately by phone and email, given upon award of contact, of any unlawful or unauthorized use or disclosure of PHI of with they become aware, if the data is determined to have been compromised. The vendor will provide all necessary details including, but not limited to, what data was compromised, when, how and by whom; and when they first became aware and provide a corrective action plan as to how any unlawful or unauthorized access will be avoided in the future.
- 4.1.2.9 The vendor will work with the State of WV, Office of Maternal, Child and Family Health and investigate and comply with any state for federal laws <http://www.technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017PO1001SecuritySept2016.pdf> if any unlawful or unauthorized use for disclosure occurs including, but not limited to, payment of amounts deemed reasonable and necessary to mitigate the effects of breach.
- 4.1.2.10 The vendor will document and keep current its security measures as required by applicable law <http://www.technology.wv.gov/SiteCollectionDocuments/Policies%20Issued%20by%20the%20CTO/2017PO1001SecuritySept2016.pdf>).

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH200000003

4.1.2.11 In the event of termination of vendor services, the vendor will surrender and transfer all data to WV WISEWOMAN, allowing for electronic download (file transfer protocol (FTP)). After confirmation of successful transfer, the vendor will destroy all data to ensure data privacy. Please refer to 4.1.2.4. The Director of Database Management will determine this, but typically occurs at the time of contract award.

4.1.2.12 At the conclusion of the contract, or if the contract becomes void for any reason, all data (active directory users, databases and other pertinent licenses and software) will revert to the ownership of the Office of Maternal, Child and Family Health.

4.1.2.13 Contract Item must meet or exceed the mandatory requirements listed below. Vendor should provide with their bid a copy of any hardware or software licensing and/or support terms and conditions which the State of West Virginia or the Agency must agree to or accept, either in writing or digitally, in order to order and receive the commodities or services offered as part of this contract. Written terms will be required prior to the award of any contract resulting from this solicitation. Failure to provide additional terms and conditions may result in disqualification of the vendor's bid.

4.1.3 Deliverables, Scope of Work, and Timeframe:

4.1.3.1 1-year Contract life with optional 3-year renewals. WV WISEWOMAN grant cycle runs until September 29, 2023:

4.1.3.1.1 Deliverable 1: Day 1 through the end of the contract: Vendor will provide software, software support, and software licenses to all WV WISEWOMAN provider sites (up to 100 sites) and central office. System must meet all functional requirements for enrollment, screening, diagnostic services, financial

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH2000000003

reporting, importation, and conversion of data. Vendor will support its use Monday through Friday 8:00 am to 4:00 pm Eastern Standard Time. State holidays are included.

4.1.3.2 Deliverable 2: Vendor will provide data system training for identified OMCFH program staff and contracted healthcare provider sites. Training will be provided by vendor in conjunction with on-site installation. Training and installation for WISEWOMAN staff and providers will be one, one-day session at OMCFH's office located at 350 Capitol Street, Charleston, West Virginia. If training is on-site, vendor will be responsible for all costs incurred for travel for its staff attending the training and installation session.

4.1.3.3 Deliverable 3: Day 60: Vendor will develop and provide OMCFH with a system User Manual as an aid to be used by lead staff. Vendor will develop and provide OMCFH with a system Technical Manual.

4.1.4 Maintenance, Support, and Upgrades

4.1.4.1 Vendor will provide software, software support, and software licenses to all WV WISEWOMAN provider sites and WV WISEWOMAN central office users. Vendor will support its use Monday through Friday 8:00 am to 4:00 pm Eastern Standard Time. State holidays are included.

4.1.4.2 Vendor must perform system monitoring on a daily basis, with reporting and resolution of anomalies. These should be reported directly to the program Epidemiologist and Program Coordinator via e-mail.

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH2000000003

- 4.1.4.3 Vendor must host all system hardware, software, and all data.
- 4.1.4.4 As needed, vendor will troubleshoot anomalies, either independently or working with a current CDC contractor.
- 4.1.4.5 Vendor will provide ongoing 24/7/365 support services for addressing data errors, hardware issues, and system availability.
- 4.1.4.6 Vendor must provide online training and technical assistance on the WV WISEWOMAN web-based data collection system to WV WISEWOMAN staff and all provider clinics for the entirety of the contract.
- 4.1.4.7 Vendor must provide support services (for the duration of the contract) for network management, database management and security management including proactive monitoring of system where appropriate.
- 4.1.4.8 Vendor must continually upgrade system to maintain data collection and reporting of federal MDE requirements and program needs.
- 4.1.4.9 Vendor shall provide within the system: a) System User Manuals and b) System Administrator/Technical Manuals.
- 4.1.4.10 For the duration of the contract and eventual updates, vendor must ensure continuing hardware and software compatibility to avoid data loss, functionality loss, or usability issues.

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
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH2000000003

5.2 Pricing Page: Vendor should complete the Pricing Page (exhibit A) by inserting a Per Month Cost for each deliverable. Cost for each Deliverable and a Grand Total Cost. 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. This will be determined by the Director of WV BCCSP and the Director of Database Management.

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:
April.E.Battle@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.
7. **PAYMENT:** Agency shall pay 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.

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH2000000003

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: Ty Petrice

REQUEST FOR QUOTATION
West Virginia WISEWOMAN Program Web-Based Data Collection, Reporting, and
Billing System
CRFQ 0506 MCH2000000003

Telephone Number: 304-641-1767
Fax Number: NA
Email Address: ty@localdata.solutions.com

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 11/14/2019

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: **December 16, 2019, at 3:00 PM EST**

Submit Questions to: **April Battle, File #22**

2019 Washington Street, East

Charleston, WV 25305

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

Email: april.e.battle@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: WV WISEWOMAN Program Web-Based Data Collection, Reporting, & Billing System

BUYER: April Battle, File #22

SOLICITATION NO.: CRFQ 0506 MCH2000000003

BID OPENING DATE: December 23, 2019

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: (304) 558-3970

Revised 11/14/2019

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 23, 2019, at 1:30 PM EST

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. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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 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 delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

Other: 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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

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

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

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

Vendor must maintain:

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

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

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

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

Cyber Liability Insurance in an amount of: \$3,000,000.00 per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Workers' Compensation in the amount of \$1,000,000.00

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

9. WORKERS' COMPENSATION INSURANCE: 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.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

 N/A for _____

Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

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

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

38. 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"), provided that both the Other Government Entity and the Vendor agree. 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. 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.

Revised 11/14/2019

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.

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

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

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.

Ty Petrice, CEO
(Name, Title)
Ty Petrice, CEO
(Printed Name and Title)
144 Scenery Dr. Morgantown, WV 26505
(Address)
304-641-1767
(Phone Number) / (Fax Number)
Ty@localdatasolutions.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.

Local Data Solutions
(Company)
Ty Petrice, CEO
(Authorized Signature) (Representative Name, Title)
Ty Petrice, CEO
(Printed Name and Title of Authorized Representative)
12/20/2019
(Date)
304-641-1767
(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Local Data Solution S

Authorized Signature: [Signature] Date: 12/17/2019

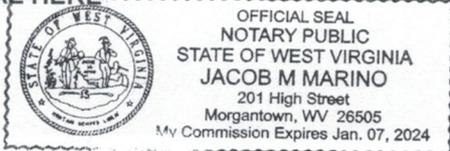
State of West Virginia

County of Morganzaia, to-wit:

Taken, subscribed, and sworn to before me this 17th day of December, 2019.

My Commission expires January 07, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 658326

Doc Description: Addendum #1 Web Based Data Collection, Reporting, and Billin

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-17	2019-12-23 13:30:00	CRFQ 0506 MCH2000000003	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:

*Local Data Solutions
 144 Scenery Dr.
 Morgantown, WV 26505*

FOR INFORMATION CONTACT THE BUYER

April E Battle
 (304) 558-0067
 april.e.battle@wv.gov

Signature X

FEIN #

26-2017671

DATE

12/20/2019

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

ADDITIONAL INFORMATION:

Addendum #1 is issued to provide the vendor questions and responses.

No other changes.

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427		PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH/MCH - WOMENS SERVICES 350 CAPITOL ST, RM 427	
CHARLESTON	WV25301-3714	CHARLESTON	WV 25301-3714
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Web Based Data Collection, Reporting, and Billing System	1	1	\$176,000.00	\$176,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description :

Web Based Data Collection, Reporting, and Billing System

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427		PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH/MCH - WOMENS SERVICES 350 CAPITOL ST, RM 427	
CHARLESTON	WV25301-3714	CHARLESTON	WV 25301-3714
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Optional Renewal Year 1	1	1	\$46,000.00	\$46,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description :

Web Based Data Collection, Reporting, and Billing System
Optional Renewal Year 1

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427		PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH/MCH - WOMENS SERVICES 350 CAPITOL ST, RM 427	
CHARLESTON	WV25301-3714	CHARLESTON	WV 25301-3714
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Optional Renewal Year 2	/	/	\$46,000.00	\$46,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description :
Web Based Data Collection, Reporting, and Billing System
Optional Renewal Year 2

INVOICE TO		SHIP TO	
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - MATERNAL & CHILD HEALTH 350 CAPITOL ST, RM 427		PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH/MCH - WOMENS SERVICES 350 CAPITOL ST, RM 427	
CHARLESTON	WV25301-3714	CHARLESTON	WV 25301-3714
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Optional Renewal Year 3	/	/	\$46,000.00	\$46,000.00

Comm Code	Manufacturer	Specification	Model #
43232300			

Extended Description :
Web Based Data Collection, Reporting, and Billing System
Optional Renewal Year 3

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions Due	2019-12-16

MCH2000000003	Document Phase Final	Document Description Addendum #1 Web Based Data Collection, Reporting, and Billin	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ MCH2000000003

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ MCH2000000003 (“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-

Additional Documentation: This addendum is to answer vendor questions. No other changes.

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.

Question 1: Is there an incumbent for this service? If so, which company or organization?

Answer 1: **No**

Question 2: If an incumbent was previously awarded this work, what was the cost of the previous award?

Answer 2: **N/A – this was previously an internal Access database completed by internal staff**

Question 3: If an incumbent was previously awarded this work, are there any scope changes from previous awards?

Answer 3: **N/A**

Question 4: Are all interventions for the program run conducted within a University setting? If yes, within a single University or a number of Universities?

Answer 4: **No**

Question 5: Roughly, how many participants go through the WISEWOMAN program every year?

Answer 5: **300 - 500**

Question 6: Roughly, how many sites provide WISEWOMAN services?

Answer 6: **20-25**

Question 7: Is CDC the sole funding source for WV WISEWOMAN, or are there additional State or Federal sources for the program?

Answer 7: **Yes, the CDC is the sole funder for WV WISEWOMAN.**

Question 8: On Page 23 of the instructions for bidders, Section 3.1 of SPECIFICATIONS section, the RFQ states the "Vendor must have five years of experience setting up, installing, configuring, maintaining, troubleshooting and operating applications for CDC-funded programs." Is it acceptable to substitute this experience for similar length of experience on CMS-funded programs (i.e. Centers for Medicare & Medicaid Services)?

Answer 8: **Yes**

Question 9: Similarly as it applies to Section 3.4, is it possible to swap CMS experience for CDC experience?

Answer 9: **Yes**

Question 10: On Page 24 of the instructions for bidders, Section 4.1.1.2 of MANDATORY REQUIREMENTS section, the RFQ states the "CDC MDE data can be found at <https://www.cdc.gov/wisewoman/index.htm>". When we go to this URL, we find only general info and no specific data elements. Are we missing something? Where exactly is the definition of the data we need to collect?

Answer 10: **Specific MDE guidelines change every funding cycle (5 years), and are provided to use directly from CDC. Below is a section of the CDC provided Evaluation Toolkit which describes Data Analysis.**
https://www.cdc.gov/wisewoman/docs/WW_Evaluation_Toolkit_Sect3.pdf

Question 11: We found more useful data in the following guide: https://www.cdc.gov/wisewoman/docs/ww_technical_assistance_guidance.pdf. Is there someplace in this guide where we can find a pertinent definition of the data we need to collect?

Answer 11: **No – refer to previous question.**

Question 12: Similarly, on Page 24 of the instructions for bidders, Section 4.1.1.3 of MANDATORY REQUIREMENTS section, the RFQ makes reference to and MDE file on an 'index' page that seems overly general. Where can we find an example of the MDE file required to be generated?

Answer 12: **Those aren't made publicly available; it is not made accessible until associated with the program.**

Question 13: In Section 4.1.1.4 of MANDATORY REQUIREMENTS, the RFQ states software must allow users to review and assess. among other things, the 'timeliness of data collected'. Are you able to provide a use case of what you mean by timely in this context?

Answer 13: **We are given timelines that we must meet. Timeliness in this case just means 30 days before CDC deadline.**

Question 14: In Section 4.1.1.5 of MANDATORY REQUIREMENTS, the RFQ states "Software must generate a warning regarding abnormal and alert biometric values and lab work for each participant". What does "alert" mean in this clause? Which biometric values are involved? In general, this is a confusing sentence. Are you able to make any clearer?

Answer 14: Some examples of biometric values that we collect are: BP, weight, height, glucose, A1c, total cholesterol, triglycerides, etc. Alert levels are CDC mandated, for example: an A1c less than 3.5 or greater than 9.0 is an alert level and the participant would need referred to a physician.

Question 15: In Section 4.1.1.8 of MANDATORY REQUIREMENTS, the RFQ refers to 'reminders for participants'. Are email reminders sufficient or are other reminders, such as telephony, required?

Answer 15: Postcards, telephone calls, e-mails would all be sufficient.

Question 16: In Section 4.1.1.11 of MANDATORY REQUIREMENTS, the RFQ refers to "ad-hoc reports". Can you provide any examples of such a report?

Answer 16: WISEWOMAN completes a multitude of CDC reports: evaluations, annual performance reports, data management reports, etc. These revolve around participant data.

Question 17: In Section 4.1.1.13 of MANDATORY REQUIREMENTS, the RFQ refers to "entering CPT billing codes". Is it acceptable to have a drop-down selection of CPT codes instead of manual entering - so as to eliminate user input error?

Answer 17: Yes.

Question 18: In Section 4.1.4.3 of MANDATORY REQUIREMENTS, the RFQ states "Vendor must host all system hardware, software and all data." We use a HIPAA compliant managed hosting solution (VM Racks on AWS platform). We assume this arrangement meets the requirement?

Answer 18: Yes.

Question 19: Are we required to be part of wvOASIS to submit a quote?

Answer 19: No.

Question 20: Are we required to be part of wvOASIS in order to gather all of the docs required to respond to the RFQ?

Answer 20: No.

Question 21: If we don't have to be part of wvOASIS, how can we receive all of the docs related to this RFQ? We got materials from a third party site - and we have 6 documents - including Attachment 1, Exhibit A, Final CRFQ form, HIPPA BAA form, pAffidavit, and a Solicitation Documents PDF. I don't have the Attachments 2-10 that RFQ says is required? Are there any other docs besides these Attachments that we should have?

Answer 21: **The RFQ can be viewed from the Vendor Self-Service application at www.wvoasis.gov.**

Question 22: In Section 5.1 of CONTRACT AWARD, RFQ states that the contract "shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost". I can see on Pricing Page (Exhibit A) how the lowest cost will get established. Where in our ability to respond to the RFQ will the State of WV assess whether our solution meets the required specifications? Is this established in the Attachments that we have not seen yet?

Answer 22: **Vendors will need to submit documentation to substantiate that their solution meets the required specifications.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MCH2000000003

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

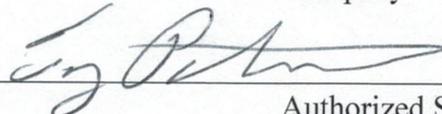
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Local Data Solutions
Company

Authorized Signature
12/20/2019
Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 MCH200000003

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 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 |

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Local Data Solutions
Company

[Signature]
Authorized Signature

12/20/2019
Date

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