

A black and white photograph of a man wearing glasses and a dark sweater, walking through a server room. He is holding a folder or tablet. The room is filled with rows of server racks under a complex ceiling structure with many lights and cables.

**Hewlett Packard  
Enterprise**

## **System Architecture and Database Administration for WorkForce West Virginia**

Response to:  
**CRFQ 0323 WWV160000003**

### **PRICING INFORMATION**

Submitted by:  
**HP Enterprise Services, LLC**

June 2016

06/21/16 09:16:49  
WV Purchasing Division

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HP Enterprise Services, LLC

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The use of the terms "partner" or "partnership" does not imply a formal, legal, or contractual partnership, but rather a mutually beneficial relationship arising from teamwork between the parties.

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## Exhibit A - MACC HPE Pricing Sheet

Description	Hourly Rate	Estimated Hrs.	Extended Cost
First Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	113.50	160	\$18,160.00
First Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	113.50	160	\$18,160.00
Second Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	117.00	160	\$18,720.00
Second Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	117.00	160	\$18,720.00
Third Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	120.50	160	\$19,280.00
Third Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	120.50	160	\$19,280.00
Fourth Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	124.00	160	\$19,840.00
Fourth Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	124.00	160	\$19,840.00
<b>Total Bid Amount</b>			<b>\$152,000.00</b>

**Estimated hours are for bidding purposes only  
Actual Quantities may vary**

## Exhibit B - MACC HPE Pricing - Annual Extended Cost

Description	Hourly Rate	Annual Estimated Hrs.	Annual Extended Cost
First Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	\$ 113.50	1920	\$ 217,920.00
First Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	\$ 113.50	1920	\$ 217,920.00
Second Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	\$ 117.00	1920	\$ 224,640.00
Second Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	\$ 117.00	1920	\$ 224,640.00
Third Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	\$ 120.50	1920	\$ 231,360.00
Third Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	\$ 120.50	1920	\$ 231,360.00
Fourth Year 4.2.1 Senior Programmer (Technical Lead System Architecture)	\$ 124.00	1920	\$ 238,080.00
Fourth Year 4.2.2 Senior Programmer (Technical Lead Database Administrator)	\$ 124.00	1920	\$ 238,080.00
<b>Total Bid Amount</b>			<b>\$ 1,824,000.00</b>

Estimated hours are for bidding purposes only  
 Actual Quantities may vary

**Hewlett Packard  
Enterprise**



## **System Architecture and Database Administration for WorkForce West Virginia**

Response to:  
**CRFQ 0323 WWV160000003**

Submitted by:  
**HP Enterprise Services, LLC**

June 2016

06/21/16 09:16:44  
WV Purchasing Division

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to the offeror or another as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data for the extent provided in the resulting contract. This document also contains trade and product names that are trademarks, registered trademarks, trade names, or similar intellectual property of their respective holders. All such products are property of their respective owners and a good faith attempt has been made to identify them throughout this proposal. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. All data in this proposal are subject to this restriction.

HP Enterprise Services, LLC



Hewlett Packard Enterprise  
13600 EDS Drive  
Herndon, VA 20171  
[www.hpe.com](http://www.hpe.com)

June 17, 2016

Jessica Chambers  
Buyer  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

Dear Ms. Chambers,

Eric Murphy  
Account Executive  
Tel.: +1 937 633 5661  
[eric.murphy@hpe.com](mailto:eric.murphy@hpe.com)

HP Enterprise Services LLC appreciates the opportunity to respond to the West Virginia WorkForce RFQ for support of the WV MACC system.

As West Virginia WorkForce MACC system technology provider for more than 14 years, our experienced team is ready to provide WorkForce with the level of service it has come to depend on and to help you face regulatory changes and the evolving West Virginia business environment.

For more than 29 years, HP Enterprise Services LLC has helped governments leverage technology to meet business challenges in an ever evolving business climate. HP Enterprise Services LLC helps our government clients enhance citizen experience with their agencies, reduce costs, and improve process accuracy and productivity.

We look forward to continuing our relationship with the State of West Virginia and the WorkForce West Virginia Agency. Should you have any questions or require clarification related to this response please feel free to contact me. HP Enterprise Services LLC is committed to West Virginia WorkForce's success. I look forward to discussing with you the benefits of our proposed solution and the next steps in continuing our business relationship.

Respectfully,

Eric Murphy  
Account Executive



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: 220442

Doc Description: Technical Leads for System Architecture and Database Adm.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-31	2016-06-16 13:30:00	CRFQ 0323 WV1800000003	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

HP ENTERPRISE SERVICES LLC  
 PO BOX 281935  
 Atlanta, GA 30384  
 937.603.5661

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 752548221

DATE 17 June 2016

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



**ADDITIONAL INFORMATION:****Request for Quotation Solicitation**

The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish an open-end contract for two (2) Senior Programmers to serve as Technical Leads for System Architecture and Database Administration. WorkForce West Virginia is interested in contracting Senior Programmer services for design, development, implementation, and technical support services related to the Mid-Atlantic Career Consortium (MACC) system used by WorkForce West Virginia, per the specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	First Year Senior Programmer Technical Lead System Architect	1920 (Annual)	Hours	\$113.50	\$217,920.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Senior Programmer Technical Lead System Architecture support

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	First Year Senior Programmer Technical Lead Database Adminis	1920 (Annual)	Hours	\$113.50	\$217,920.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Senior Programmer Technical Lead Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Second Year Senior Programmer Technical Lead System Architec	1920 (Annual)	Hours	\$117.00	\$224,640.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Second year Senior Programmer Technical Lead System Artichitecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Second Year Senior Programmer Lead Database Administrator	1920 (Annual)	Hours	\$117.0	\$224,640.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Second Year Senior Year Programmer Technical Lead Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Third Year Senior Programmer Technical Lead System Administrt	1920 (Annual)	Hours	\$120.50	\$231,360.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Third Year Senior Programmer Technical Lead System Architecture

INVOICE TO	SHIP TO
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Third Year Senior Programmer Lead Database Administrator	1920 (Annual)	Hours	\$120.50	\$231,360.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Third Year Senior Programmer Database Administrator

INVOICE TO	SHIP TO
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Fourth Year Senior Programmer Technical Lead System Architec	1920 (Annual)	Hours	\$124.00	\$238,080.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Fourth Year Senior Programmer Technical Lead System Architecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Fourth Year Senior Programmer Technical Lead Database Admini	1920 (Annual)	Hours	\$124.00	\$238,080.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Fourth Year Senior Programmer Technical Lead Database Administrator

<b>WWW1600000003</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> Technical Leads for System Architecture and Database Adm.	<b>Page 6</b> <b>of 6</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions.

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: June 9, 2016 at 5:00PM (EST)

Submit Questions to: Jessica Chambers  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Jessica.S.Chambers@wv.gov

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

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

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

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

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

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

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

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

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

**Bid Opening Date and Time:** June 16, 2016 at 1:30PM (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. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

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

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

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

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

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

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on upon award and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days.

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

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

**Other:** See attached.

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

**Commercial General Liability Insurance:** In the amount of \$500,000.00 or more.

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

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

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

See attached specifications

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

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

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

**10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of \_\_\_\_\_  
for \_\_\_\_\_.  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 13. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 14. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 18. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

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

Patrick Hogan , Practice Principal  
 (Name, Title)  
Patrick Hogan, Practice Principal  
 (Printed Name and Title)  
5475 Rings Rd, Atrium North, Suite 200, Dublin, OH 43017  
 (Address)  
Phone 614.381.4395 / Fax 844-346-3597  
 (Phone Number) / (Fax Number)  
Patrick.J.Hogan@hpe.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.

HP Enterprise Services LLC  
 (Company)

*Steve Tolbert*

(Authorized Signature) (Representative Name, Title)

Steve Tolbert, Vice President  
 (Printed Name and Title of Authorized Representative)

17 June 2016  
 (Date)

Phone 703.689.1265 / Fax 844-346-3597  
 (Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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**SPECIFICATIONS**

**1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish an open-end contract for two (2) Senior Programmers to serve as Technical Leads for System Architecture and Database Administration. WorkForce West Virginia is interested in contracting Senior Programmer services for design, development, implementation, and technical support services related to the Mid-Atlantic Career Consortium (MACC) system used by WorkForce West Virginia.

**1.1 RESPONSIBILITIES OF WORKFORCE WEST VIRGINIA:**

WorkForce will provide the following:

**1.1.1 Administrative support and guidance to the successful Vendor.** At the Vendor's request, WorkForce will provide clarification regarding any State, Department, or Agency regulations and procedures.

**1.1.2 All hardware, software and network connectivity.** WorkForce staff will provide, backup, and maintain all hardware, network connectivity, and software needed by Vendor staff to perform the tasks stipulated in this document.

**1.1.3 Work space and supplies.**

**1.1.4 General supervision and direction for Vendor staff.** WorkForce personnel will guide, prioritize, direct, and evaluate the activities of Vendor staff.

**2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 "Contract Services"** means the senior programmers who will serve as liaison between the staff and technical staff of WorkForce West Virginia for matters relating to the Mid-Atlantic Career Consortium (MACC) system.

**2.2 "Pricing Page"** means the schedule of prices attached hereto as Exhibit A and used to evaluate the CRFQ.

**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 "MACC"** means the Mid-Atlantic Career Consortium

**2.5 "DOL"** means the US Department of Labor



**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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**2.6 "TEGL"** means Training AND Employment Guidance Letters

**2.7 "UI"** means Unemployment insurance

**2.8 "WRIS"** means Wage Record Interchange System

**2.9 "Normal business hours"** means a 7½-hour day, 5 days a week, between the hours of 8:00 a.m. est. to 5:00 p.m. est. with a lunch break of no less than 30 minutes, excluding holidays.

**2.10 "Holidays"** means New Year's Day, the first day of January; Martin Luther King's Birthday, the third Monday of January; Presidents' Day, the third Monday of February; Memorial Day, the last Monday in May; West Virginia Day, the twentieth day of June; Independence Day, the fourth day of July; Labor Day, the first Monday of September; Columbus Day, the second Monday of October; Veterans' Day, the eleventh day of November; Thanksgiving Day, the fourth Thursday of November; Lincoln's Day, the fourth Friday of November; Christmas Day, the twenty-fifth day of December; any day on which a State-wide election (Primary, General, or Special) is held, and, such other days as the President, Governor or other duly constituted authority proclaim to be official holidays or days of special observance or thanksgiving, or days for the general cessation of business.

**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.** Must have a minimum of four (4) years of programming experience with VisualBasic 6, COM+, ASP, XML, XSL, XSLT, TransactSQL, VBScript, and JavaScript.

**3.2.** Must have a minimum of four (4) years of experience with Microsoft Windows Active Directory domain administration, Microsoft SQL Server 2005/2008 administration and clustering, and Microsoft IIS 7.0 Web Server administration.

**3.3.** Must have a minimum of one (1) year experience with configuring and maintaining the WCC ELISE Application Suite for probabilistic data matching. Reference verifying experience should be provided with bid response, but will be required before award

**3.4.** Programmers must have a minimum of four (4) years of experience with Crystal Reports/Business Objects reporting tools.

**3.5.** Must have a minimum of three (3) year of experience with Intel-based server hardware and Cisco networking hardware.

**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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**3.6. Must have a minimum of five (5) years of experience with the requirements of the US Department of Labor: Workforce Investment Act of 1998, Wagner-Peyser Act of 1933, Trade Act of 1974, and National Emergency Grants (NEGs).**

**3.7. Must have a minimum of five (5) years of experience working with the Mid-Atlantic Career Consortium (MACC) system in any of the consortium member states (e.g., Maryland, Pennsylvania, Virginia, or West Virginia).**

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

**4. MANDATORY REQUIREMENTS:**

**4.1 The vendor shall provide two (2) Senior Programmers (Technical Leads) to design, develop, implement, maintain, and support the WorkForce West Virginia MACC system by performing the following:**

**4.1.1 Analysis, scope definition, design, and implementation of new or modified functionality within the MACC application.**

**4.1.2 Assist in resolving and tracking help desk and other system issues through on-call as well as offline support.**

**4.1.3 Provide operational support for all users, including client staff, employers, training providers, agency partners, and the general public.**

**4.1.4 Field technical questions from both state and MACC unit personnel.**

**4.1.5 Implement federal program requirements as stated in DOL Training and Employment Guidance Letters (TEGL) advisories.**

**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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**4.1.6** Interface with other state agencies, such as unemployment insurance and the Department of Health and Human resources, to develop data sharing policies and procedures.

**4.1.7** Produce ad-hoc reports based on MACC system data.

**4.1.8** Prepare, maintain, and follow project plans including task assignments, milestones, and deliverables preceding all development and implementation efforts.

**4.1.9** Test all new development, enhancements, modifications, following pre-defined and mutually agreed upon testing scenarios.

**4.1.10** Document all work such that WorkForce staff may analyze the work performed and make adjustments as needed.

**4.1.11** Attend regular MACC unit and user focus group meetings as requested to discuss problems, future enhancements, etc.

**4.1.12** Participate in knowledge transfer activities with MACC unit staff as directed by the MACC system manager.

**4.1.13** Provide guidance and advice on topics including, but not limited to: emerging technology and tools that will enhance or improve the functionality, performance of the MACC system and configuration of the technical infrastructure supporting the MACC system.

**4.1.14** Work outside of normal business hours, including evenings, nights, weekends, and holidays, may be needed for system updates, troubleshooting, etc.

**4.1.15** Work under the general supervision and direction of the MACC system manager.

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

**4.2.1** Vendor must provide a senior programmer that must perform the following Technical Lead for System Architecture tasks.

**4.2.1.1** Must provide direction, concepts, and business requirements analysis for the project.

**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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**4.2.1.2** Must prepare estimates and schedules for work and work with MACC system manager to assign priorities.

**4.2.1.3** Must develop policies and procedures in coordination with the MACC system manager to ensure 24 hour x7 days x 365 days system operation and support for all system users.

**4.2.1.4** Must support annual DOL data validation efforts by creating samples, compiling and verifying results, and submitting results.

**4.2.1.5** Must oversee the deployment of system changes to the development and production environments.

**4.2.1.6** Must develop application development standards within the MACC unit.

**4.2.1.7** Must provide responses to WorkForce management.

**4.2.1.8** Must monitor the performance of the development and production environments.

**4.2.2** Vendor must provide a senior programmer that must perform the following Technical Lead for Database Administrator tasks.

**4.2.2.1** Must serve as the architect for all database development.

**4.2.2.2** Must ensure that daily database backups are performed, verified, and secured appropriately.

**4.2.2.3** Must provide database administration for both the development and production environments.

**4.2.2.4** Must develop database standards within the MACC unit.

**4.2.2.5** Must migrate or bulk insert data as needed.

**4.2.2.6** Must monitor performance and capacity usage for the development and production databases and take corrective action as necessary.

**4.2.2.7** Must perform consistency checks of all the development and production databases and maintain database indexes to ensure minimal fragmentation to optimize performance.

**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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**4.2.2.8** Must test the restoration of the production database to the development system.

**4.2.2.9** Must develop, generate, maintain, verify, submit, and field questions regarding preliminary, quarterly, and annual DOL reports.

**4.2.2.10** Must produce ad-hoc reports based on regions, service locations, and/or service providers.

**4.2.2.11** Must load wage data from the Unemployment Insurance (UI) and Wage Record Interchange System (WRIS).

**5. CONTRACT AWARD:**

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

**5.2 Pricing Page:** Vendor should complete the Pricing Page (Exhibit A) and submit it as part of the bid response. Vendor should complete the Pricing Page in its entirety as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendors who wish to respond to a Centralized Request for Quotation for Services online may submit information through the state's wvOasis vendor self-service (vss). Vendors should download the Exhibit "A": pricing page that is attached separately to the request and published to the vss. Vendors must complete this form with their prices information and include it as an attachment to their online response

If unable to respond online please submit the Exhibit "A" proposal form/pricing pages with your bid prior to the scheduled bid opening date. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [Jessica.S.Chambers@wv.gov](mailto:Jessica.S.Chambers@wv.gov)

Vendor should complete the pricing page (Exhibit "A") in full as failure to complete the pricing page in its entirety may result in vendor's bid being disqualified.

Vendor should type or electronically enter the information into the pricing page (Exhibit "A") to prevent errors in the evaluation.

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**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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Bids will be evaluated on Total Bid Amount but will be awarded for First Year Support only. Optional years of support will be added through the approved Change Order process through the West Virginia Purchasing Division.

**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.

**Independent Contractor Status:** The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

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

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

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

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

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

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

**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

---

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

**9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.**

**9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.**

**9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.**

**9.5 Vendor shall inform all staff of Agency's security protocol and procedures.**

**10. VENDOR DEFAULT:**

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

**10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.**

**10.1.2 Failure to comply with other specifications and requirements contained herein.**

**10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.**

**10.1.4 Failure to remedy deficient performance upon request.**

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

**10.2.1 Immediate cancellation of the Contract.**

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

**10.2.3 Any other remedies available in law or equity.**

**REQUEST FOR QUOTATION**  
**Design, Technical, and Support Services for the Mid-Atlantic Career Consortium**  
**(MACC) System**

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**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: Patrick Hogan  
Telephone Number: 614.381.4395  
Fax Number: 844-346-3597  
Email Address: Patrick.J.Hogan@hpe.com





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: 220442

Doc Description: Addendum No. 01- Leads System Arch & Database Admin for WWV

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-15	2016-06-22 13:30:00	CRFQ 0323 WWV1600000003	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:

HP ENTERPRISE SERVICES LLC  
 PO BOX 281935  
 Atlanta, GA 30384  
 937.603.5661

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 752548221

DATE 17 June 2016

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

**ADDITIONAL INFORMATION:**

**Addendum**

Addendum No.01; issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

**Request for Quotation Solicitation**

The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish an open-end contract for two (2) Senior Programmers to serve as Technical Leads for System Architecture and Database Administration. WorkForce West Virginia is interested in contracting Senior Programmer services for design, development, implementation, and technical support services related to the Mid-Atlantic Career Consortium (MACC) system used by WorkForce West Virginia, per the specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	First Year Senior Programmer Technical Lead System Architect	1920	Hours	\$113.50	\$217,920.00 \$

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Senior Programmer Technical Lead System Architecture support

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	First Year Senior Programmer Technical Lead Database Adminis	1920	Hours	\$113.50	\$217,920.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Senior Programmer Technical Lead Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Second Year Senior Programmer Technical Lead System Architec	1920	Hours	\$117.00	\$224,640.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Second year Senior Programmer Technical Lead System Artichitecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Second Year Senior Programmer Lead Database Administrator	1920	Hours	\$117.00	\$224,640.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :  
Second Year Senior Year Programmer Technical Lead Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Third Year Senior Programmer Technical Lead System Adminlstr	1920	Hours	\$120.50	\$231,336

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Third Year Senior Programmer Technical Lead System Architecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Third Year Senior Programmer Lead Database Administrator	1920	Hours	\$120.50	\$231,360.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Third Year Senior Programmer Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Fourth Year Senior Programmer Technical Lead System Architec	1920	Hours	\$124.00	\$238,080.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Fourth Year Senior Programmer Technical Lead System Architecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON US	WV25305-0112	WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON US	WV 25305-0112

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Fourth Year Senior Programmer Technical Lead Database Admini	1920	Hours	\$124.00	\$238,080.00

Comm Code	Manufacturer	Specification	Model #
81111507			

Extended Description :

Fourth Year Senior Programmer Technical Lead Database Administrator

<b>WWW1600000003</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Addendum No. 01- Leads System Arch & Database Admin for WWV	<b>Page 6</b> <b>of 6</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**SOLICITATION NUMBER:** CRFQ 0323 WWV1600000003

**Addendum Number:** No.01

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Answer all technical questions received.

2. Bid submission deadline was scheduled for: June 16th, 2016 at 1:30 PM. EST.  
now scheduled for: June 22, 2016 at 1:30 PM. EST.

No other Changes.

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

**Terms and Conditions:**

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

# ATTACHMENT A



Technical Questions Responses for WWV16\*3

Q1. Are the positions requested in this bid new openings to support the agency or are these positions currently being filled by incumbent consultants? If incumbents, is the current supplier eligible to bid on this opportunity? If applicable, is the agency presently satisfied with its current vendor and engaged resources?

**A1. These positions are currently filled by incumbent consultants. The current vendor is eligible to bid. We are satisfied with the current vendor and consultants.**

Q2. It appears the agency expects to receive proposals electronically but does not indicate the preferred document format: PDF? Microsoft Word?

- a. Will the agency supply 'fillable' sheets from the original request for proposal preparation purposes? Specifically we're requesting fillable versions of pages 24 in addition to pages 33 through 36.

**A2. The agency has no preference of format, either PDF or Microsoft Word is acceptable. There will not be "fillable" sheets provided except for Exhibit A, the pricing page.**

Q3. It appears unclear or open to interpretation which qualifications take precedence or may be more favorably viewed in the scoring procedure to meet or exceed technical requirements: Offeror corporate qualifications or those qualifications of the proposed consulting staff? In other words, does the agency have a preference for Offeror Corporate or Proposed Consultant qualifications to meet expressed technical requirements?

**Scoring is not involved in this process. The proposed consultant must meet all the mandatory requirements of the RFQ. The award will be based on the lowest priced vendor who meets the mandatory requirements.**

Q4. We presume the agency seeks resources to be assigned to the project locally, on-site in its location in Charleston. Is this accurate or will the agency consider engaging off-site or remote services?

**A4. The agency is looking for on-site, however, may consider off-site services.**

Q5. Does the agency anticipate project-related travel to other consortium member state agency locations during this project? If so, will project-related travel expenses be reimbursed? If expenses are not being reimbursed, will the agency provide an estimate of travel expectations related to this effort?

**A5. No travel to consortium member states is anticipated. There is the possibility of travel to USDOL conferences, likely to be once a year for up to a week in duration. Travel expenses will not be reimbursed. Please see response to question nine (9) as well.**

Q6. It seems the agency works 7.5 hour work days opposed to the traditional 8 hours/day – 40 hours/week. This may effect negotiations and we seek clarification about the stringency of such a rule: is the agency willing and able to allow assigned consulting staff to complete a traditional work week in support of the project resulting from this procedure?

**A6. This agency does work a 7.5 hours a day / 37.5 hours per week schedule. We are willing to allow the consulting staff to work 8 hours per day / 40 hours per week.**

Q7. Also, to ensure we've correctly interpreted the request, we'd like to confirm that Exhibit A – Pricing Page reflects 160 hours as a bidding example only. The anticipated engagement resulting from the award of a contract against this request is for a 1-year base period with up to 3, 1-year-each renewal options. Please correct our understanding if we've misinterpreted the request.

**A7. The 160 hours on the pricing page is for comparison purposes only. The contract will be awarded for a one (1) year term only, with three (3) agency optional one (1) year renewals processed through State Purchasing's approved change order process. However, the vendors must submit costs for all four years due to the award being made to the vendor with the over-all lowest bid meeting all mandatory requirements. Please see response to question 11 as well.**

Q8. Is there any requirement that the requested individuals be onsite at the agency's location in Charleston, West Virginia, or can the work be performed remotely?

**A8. Please see response to question four (4).**

Q9. In regard to section 8, Travel, the agency indicates that there will be no reimbursement for travel expenses. Would this be the case for all travel, including travel requested by the agency to attend federal conferences or meetings to represent the agency? If yes, then please indicate the number of expected trips and each destination during the contract term.

**A9. There is the possibility of travel to USDOL conferences, likely to be once a year for up to a week in duration. Travel expenses will not be reimbursed. Past experience indicates that likely locations are Philadelphia, PA and Washington, DC but could possibly be anywhere in the US.**

Q10. If work can be performed remotely, is there any estimate of periodic travel that would need to be considered to the agency's headquarters (e.g., quarterly meetings)?

**A10. We expect the individuals to be on site. For an off-site individual, travel to agency headquarters would be on an as needed basis.**

Q11. The pricing sheet uses 160 hours for estimating costs. Is there a minimum number of monthly hours to which the agency can commit throughout the contract term?

**A11. There is no minimum, but 160 hours per month is approximately what we expect to use.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ WWV16\*3**

**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 |

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

HP Enterprise Services LLC

\_\_\_\_\_  
Company

*John Selent*

\_\_\_\_\_  
Authorized Signature

17 June 2016

\_\_\_\_\_  
Date

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

Revised 6/8/2012



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: 220442

Doc Description: Addendum No. 01- Leads System Arch & Database Admin for WWV

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-15	2016-06-22 13:30:00	CRFQ 0323 WWV1600000003	2

**BID RECEIVING LOCATION:**  
 BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**Vendor Name, Address and Telephone Number:**  
 HP ENTERPRISE SERVICES LLC  
 PO BOX 281935  
 Atlanta, GA 30384  
 937.603.5661

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

Signature X *Jessica Chambers* FEIN # 752548221 DATE 17 June 2016

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01; issued to publish and distribute the attached information to the vendor community.

\*\*\*\*\*

Request for Quotation Solicitation

The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish an open-end contract for two (2) Senior Programmers to serve as Technical Leads for System Architecture and Database Administration. WorkForce West Virginia is interested in contracting Senior Programmer services for design, development, implementation, and technical support services related to the Mid-Atlantic Career Consortium (MACC) system used by WorkForce West Virginia, per the specifications, and Terms and Conditions as attached.

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	First Year Senior Programmer Technical Lead System Architect	1920 (Annual)	Hours	\$113.50	\$217,920.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Senior Programmer Technical Lead System Architecture support

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	First Year Senior Programmer Technical Lead Database Adminis	1920 (Annual)	Hours	\$113.50	\$217,920.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Senior Programmer Technical Lead Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Second Year Senior Programmer Technical Lead System Architec	1920 (Annual)	Hours	\$117.00	\$224,640.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Second year Senior Programmer Technical Lead System Artichitecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Second Year Senior Programmer Lead Database Administrator	1920 (Annual)	Hours	\$117.00	\$224,640.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**

Second Year Senior Year Programmer Technical Lead Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Third Year Senior Programmer Technical Lead System Administr	1920 (Annual)	Hours	\$120.50	\$231,360.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Third Year Senior Programmer Technical Lead System Architecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Third Year Senior Programmer Lead Database Administrator	1920 (Annual)	Hours	\$120.50	\$231,360.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Third Year Senior Programmer Database Administrator

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Fourth Year Senior Programmer Technical Lead System Architec	1920 (Annual)	Hours	\$124.00	\$238,080.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
Fourth Year Senior Programmer Technical Lead System Architecture

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA FISCAL & ADMINISTRATIVE MANAGEMENT- 5301 112 CALIFORNIA AVE CHARLESTON WV25305-0112 US		WORKFORCE WEST VIRGINIA OFFICE OF ADMIN. SUPPORT - 5302 112 CALIFORNIA AVENUE CHARLESTON WV 25305-0112 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Fourth Year Senior Programmer Technical Lead Database Admini	1920 (Annual)	Hours	\$124.00	\$238,080.00

Comm Code	Manufacturer	Specification	Model #
81111507			

**Extended Description :**  
 Fourth Year Senior Programmer Technical Lead Database Administrator



<b>WWW1600000003</b>	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 01- Leads System Arch & Database Admin for WWW	<b>Page 6</b> <b>of 6</b>
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## **1. Response Information**

### **1.1 Introduction**

WorkForce West Virginia is dedicated to helping West Virginia citizens and veterans compete in the global economy by providing the education and work skills West Virginia employers require. As West Virginia businesses evolve in support of the State's changing business environment and growth in exports, WorkForce will play an increasingly important role in preparing employees to fill the new jobs created.

To match trained employees with jobs, WorkForce must make citizens aware of WorkForce programs and the services they provide. At the same time, WorkForce faces the challenge of attracting and retaining businesses in West Virginia through a well-trained workforce. An integrated services delivery model is key to the success of WorkForce West Virginia.

West Virginia was instrumental in the development of the MACC system, which allows for information exchanges among partner agencies and support of case management and Federal reporting requirements. West Virginia continues to maintain and support the MACC system, to meet the needs of its citizen and employer clients.

### **1.2 A Reliable Partner for WorkForce West Virginia**

HP Enterprise Services LLC has been WorkForce West Virginia's partner since the inception of its MACC system, from its deployment through ongoing maintenance and support. By supporting the system with resources knowledgeable in unemployment and workforce systems, HP Enterprise Services LLC has assisted the State in providing training and skills to West Virginia's workforce, while meeting State and Federal reporting requirements.

HP Enterprise Services LLC proposes to provide to WorkForce West Virginia two (2) Senior Programmers to serve as Technical Leads for System Architecture and Database Administration.

Hewlett Packard Enterprise has been involved in the original implementation of the MACC system and has provided WorkForce West Virginia a technical lead for system architecture in the years since, as well as a technical lead for database administration since 2002. The HP Enterprise Services LLC team is committed to the success of WorkForce West Virginia.

### **1.3 Why HP Enterprise Services?**

The HP Enterprise Services LLC support team will help WorkForce West Virginia to meet its reporting requirements, to provide timely system enhancements and development, and to interface with other State Agencies to promote sharing of data across State Agencies. Our dedicated team, with their knowledge of WorkForce's business and processes, will continue to enable the Agency to meet its training and job placement objectives.

HP Enterprise Services LLC has consistently delivered support services and system enhancements to WorkForce West Virginia since the deployment of the MACC system. We are committed to WorkForce, the State of West Virginia, and the ongoing success of the

MACC system. Our delivery team will help WorkForce to minimize system interruptions and to implement timely system enhancements.

## 2. Our Commitment

HP Enterprise Services LLC has provided continued support to the West Virginia MACC system since its inception and is committed to the State of West Virginia and to the successful delivery of technical support services for its MACC system. HP Enterprise Services LLC employs more than 90 people at our data center in South Charleston, serving the needs of the Federal Government and other clients.

We look forward to helping WorkForce West Virginia prepare for its future needs as its requirements evolve and to continuing our mutually beneficial relationship.

## 3. Staff Qualifications

Vendor staff shall have the following minimum qualifications:

### STAFF QUALIFICATIONS

3.1 Must have a minimum of four (4) years or programming experience with Visual Basic 6, COM+. ASP, XML, XSL, XSLT, TransactSQL, VBScript, and JavaScript.

3.2 Must have a minimum of four (4) years or experience with Microsoft Windows Active Directory domain administration, Microsoft SQL Server 2005/2008 administration and clustering, and Microsoft IIS 7.0 Web Server administration.

3.3 Must have a minimum of one (1) year experience with configuring and maintaining the WCC ELISE Application Suite for probabilistic data matching. Reference verifying experience should be provided with bid response but will be required before award.

3.4 Programmers must have a minimum of four (4) years' experience with Crystal Reports/Business Objects reporting tools.

3.5 Must have a minimum of three (3) years' experience with Intel-based server hardware and Cisco networking hardware.

3.6 Must have a minimum of five (5) years of experience with the requirements of the US Department of Labor: WorkForce Investment Act of 1998, Wagner-Peyser Act of 1933, Trade Act of 1974, and National Emergency Grants (NEGs).

3.7 Must have a minimum of five (5) years of experience working with the Mid-Atlantic Career Consortium (MACC) system in any of the consortium member states (e.g., Maryland, Pennsylvania, Virginia, or West Virginia).

3.8 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current resume with includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that

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## **STAFF QUALIFICATIONS**

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will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

---

### **HP Enterprise Services Response**

HP Enterprise Services LLC has been servicing this account and the related services as the incumbent support vendor and proposes to maintain the continuity of these services by leveraging the same experienced personnel who are currently engaged in these activities for the MACC system project team.

As a result, HP Enterprise Services LLC presents the resume of Mr. Samanta as a proposed resource for Technical Lead for System Architecture to provide services as described in the Technical Lead for System Architecture of CRFQ 0323 WWV1600000003. Mr. Samanta is a Microsoft Certified Solutions Developer (MCSD) and Microsoft Certified Application Developer (MCAD). He has gained this experience through his work with the West Virginia Mid-Atlantic Career Consortium (MACC) system since 2002 and through previous engagements. With his current engagement on the MACC project in the same capacity, Mr. Samanta will not only meet but easily exceed the requirements in table below.

HP Enterprise Services LLC also presents the resume of Mr. Tim Elms as a proposed resource for Technical Lead for Database Administration to provide services as described in the Technical Lead for Database Administration of CRFQ 0323 WWV1600000003. Mr. Elms has gained this experience through his work with the West Virginia MACC system since 2002 and through previous engagements. With his current engagement on the MACC project in the same capacity, Mr. Elms will not only meet but easily exceed the requirements in the table below.

The significant additional benefit of having both Mr. Samanta and Mr. Elms is that they will not require the education or acclimatization that any new personnel would need to understand the project dynamics, the WorkForce IT standards and processes, and the team players and how they collaborate. This will make them productive from day one of the contract, as opposed to a six- to nine-week on-boarding time that a new team would likely require. As a result, they will provide a relative advantage of almost two months of additional support work.

As the following table demonstrates, both Mr. Samanta and Mr. Elms exceed the minimum skill, knowledge, and ability requirements.

**REQUIREMENTS**

<p><b>3.1 Must have a minimum of four (4) years or programming experience with Visual Basic 6, COM+. ASP, XML, XSL, XSLT, TransactSQL, VBScript, and JavaScript.</b></p>	<p><b>Mr. Samanta:</b> 15 years of programming experience with Visual Basic 6, COM+, ASP, XML, XSL,XSLT, Transact SQL, VBScript, and JavaScript. He has more than 5 years' experience in ASP .NET and C# .NET. Microsoft certifications in the following:</p> <ul style="list-style-type: none"> <li>• Microsoft Certified Solution Developer (MCS D) (for Microsoft .NET)</li> <li>• Microsoft Certified Application Developer (MCAD) (for Microsoft .NET).</li> </ul> <p>Microsoft Certified Professional (MCP 2.0) in the following:</p> <ul style="list-style-type: none"> <li>• Designing and Implementing Databases with</li> <li>• Microsoft SQL Server 2000 Enterprise Edition</li> <li>• Analyzing Requirements and Defining Microsoft .NET Solution Architectures</li> <li>• Developing and Implementing Web Applications with</li> <li>• Microsoft Visual C# .NET and Microsoft Visual Studio .NET</li> <li>• Developing and Implementing Windows®-based Applications with Microsoft Visual C# .NET and Microsoft Visual Studio .NET</li> <li>• Developing XML Web Services and Server Components with Microsoft Visual C# .NET and Microsoft .NET Framework.</li> </ul> <p>Copies of the certifications and course records are provided at the end of this section.</p> <p><b>Mr. Elms:</b> 19 years of experience with Visual Basic 6,COM+, Transact SQL. More than 16 years of experience in ASP and XML. More than 14 years of experience with VBScript and JavaScript. Over 12 years of experience with XSL and XSLT. More than 8 years of experience in ASP .NET and C# .NET.</p>
<p><b>3.2 Must have a minimum of four (4) years or experience with Microsoft Windows Active Directory domain administration, Microsoft SQL Server 2005/2008 administration and clustering, and Microsoft IIS 7. 0 Web Server administration.</b></p>	<p><b>Mr. Samanta:</b> 10 years of experience with Microsoft Windows Active Directory domain administration, Microsoft SQL Server 2005/2008 administration and clustering, and Microsoft IIS 7.0 Web Server administration.</p> <p><b>Mr. Elms:</b> 12 years of experience with Microsoft Windows Active Directory domain administration, Microsoft SQL Server 2005/2008 administration and clustering, and Microsoft IIS 7.0 Web Server administration.</p>
<p><b>3.3 Must have a minimum of one (1) year experience with configuring and maintaining the WCC ELISE Application Suite for probabilistic data matching. Reference verifying experience should be provided with bid response but will be required before award.</b></p>	<p><b>Mr. Samanta and Mr. Elms</b> each have 9 years of experience with configuring and maintaining the WCC ELISE Application Suite for probabilistic data matching.</p>

**REQUIREMENTS**

<p>3.5 Must have a minimum of three (3) years' experience with Intel-based server hardware and Cisco networking hardware.</p>	<p><b>Mr. Samanta has 15 years of experience with Intel-based server hardware and Cisco networking hardware.</b></p> <p><b>Mr. Elms has 19 years of experience with Intel-based server hardware and Cisco networking hardware.</b></p>
<p>3.6 Must have a minimum of five (5) years of experience with the requirements of the US Department of Labor: WorkForce Investment Act of 1998, Wagner-Peyser Act of 1933, Trade Act of 1974, and National Emergency Grants (NEGs).</p>	<p><b>Mr. Samanta and Mr. Elms each have 14 years of experience with the requirements of the U.S. Department of Labor, including the WorkForce Investment Act of 1998 (WIA), Wagner-Peyser Act of 1933, Trade Act of 1974, and NEGs.</b></p>
<p>3.7 Must have a minimum of five (5) years of experience working with the Mid-Atlantic Career Consortium (MACC) system in any of the consortium member states (e.g., Maryland, Pennsylvania, Virginia, or West Virginia).</p>	<p><b>Mr. Samanta and Mr. Elms each have 14 years of experience working with the MACC system in the consortium member state of West Virginia.</b></p>
<p>3.8 Compliance with experience requirements will be determined will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current resume with includes information regarding the number of years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.</p>	<p>The resumes for <b>Mr. Samanta and Mr. Elms</b> are included in sections 4.2.1 and 4.2.2, references are included in section y, and the certifications for <b>Mr. Samanta</b> are included in Appendix 1.</p>



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## 4. Mandatory Requirements

### 4.1 General Requirements

The vendor shall provide:

Two (2) Senior Programmers (Technical Leads) to design, develop, implement, maintain, and support the WorkForce West Virginia MACC system.

#### HP Enterprise Services Response

We have reviewed the following Mandatory Requirements outlined in section 4.1 of the CRFQ. During the course of our 14 years supporting the WorkForce West Virginia in the design, development, implementation, and technical support services related to the Mid-Atlantic Career Consortium (MACC) our programmers have performed and continue to perform all the mandatory requirements. We are ready to continue performing these mandatory requirements with the proposed staff and their resumes in sections 4.2.1 and 4.2.2 demonstrate their ability to fulfill the functions listed in the following table.

#### MANDATORY REQUIREMENTS

- 
- 4.1.1 Perform analysis, scope definition, design, and implementation of new or modified functionality within the MACC application.
- 
- 4.1.2 Assist In resolving and tracking help desk and other system issues through on-call as well as offline support.
- 
- 4.1.3 Provide operational support for all users, including client staff, employers, training providers, agency partners, and the general public.
- 
- 4.1.4 Field technical questions from both state and MACC unit personnel.
- 
- 4.1.5 Implement federal program requirements as stated in DOL Training and Employment Guidance Letters (TEGL) advisories.
- 
- 4.1.6 Interface with other state agencies, such as Unemployment Insurance and the Department of Health and Human Resources, to develop data sharing policies and procedures.
- 
- 4.1.7 Produce ad hoc reports based on MACC system data.
- 
- 4.1.8 Prepare, maintain, and follow detailed project plans including task assignments, Gantt charts, milestones, and deliverables preceding all development and implementation efforts.
- 
- 4.1.9 Test all new development, enhancements, modifications, following pre-defined and mutually agreed upon testing scenarios.
- 
- 4.1.10 Document all work such that WorkForce staff may analyze the work performed and make adjustments as needed.
- 
- 4.1.11 Attend regular MACC unit and user focus group meetings as requested to discuss problems, future enhancements, etc.
- 
- 4.1.12 Participate in knowledge transfer activities with MACC unit staff as directed by the MACC unit manager.
-

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## **MANDATORY REQUIREMENTS**

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4.1.13 Provide guidance and expert advice on topics including, but not limited to: emerging technology and tools that will enhance or improve the functionality, performance of the MACC system and configuration of the technical infrastructure supporting the MACC system.

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4.1.14 Work outside of normal business hours, including evenings, nights, weekends, and holidays may be needed for system updates, troubleshooting, etc.

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4.1.15 Work under the general supervision and direction of the MACC system manager.

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## **4.2 Mandatory Contract Services Requirements and Deliverables**

Contract services must meet or exceed the mandatory requirements listed below.

### **4.2.1 Technical Lead for System Architecture**

HP Enterprise Services LLC presents Mr. Rohit Samanta's resume for consideration as the Technical Lead for System Architecture.

Mr. Samanta was involved in the original implementation of the MACC system and has provided support as a Technical Lead for System Architecture since 2002. Mr. Elms has worked as the West Virginia MACC Technical Lead for Database Administration since 2002. Mr. Samanta has the experience to perform the job functions for this position described in the following table, the functions listed include section references to the specific requirements as described in the CRFQ.

### **REQUIREMENTS**

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4.2.1.1 Provide direction, concepts, and business requirements for the project.

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4.2.1.2 Prepare estimates and schedules for work, and work with the MACC system manager to assign priorities.

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4.2.1.3 Develop policies and procedures in coordination with the MACC system manager to ensure 24 hour x 365 days system operation and support of all system users.

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4.2.1.4 Support annual DOL data validation efforts by creating samples, compiling and verifying results, and submitting results.

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4.2.1.5 Oversee the deployment of system changes to the development and production environments.

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4.2.1.6 Develop and enforce application development standards and best practices within the MACC unit.

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4.2.1.7 Provide responses to WorkForce management.

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4.2.1.8 Monitor the performance of the development and production environments.

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**Resume: Rohitav Samanta**

**Technical Lead for System Architecture**

**EXPERIENCE SUMMARY**

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Mr. Rohitav (Rohit) Samanta is programmer at HP Enterprise Services LLC with more than 15 years' experience in PC-based computer systems. He has performed multiple roles, including Technical Lead for System Architecture, senior consultant, consultant, and developer.

Mr. Samanta specializes in PC-based client/server, N-tiered, and web-based applications, based on Microsoft and Java technologies. His areas of strength are .NET technologies and MS SQL database administration. He has 15 years' experience in supporting systems in production environments as well as in development environments. Furthermore, he has strong experience in analyzing information, performing troubleshooting, and fine tuning the performance of application and database servers. Apart from his technical expertise, he also possesses strong analytical, communication, and leadership skills. He has extensive experience in the Insurance and Public sectors.

**EMPLOYMENT HISTORY**

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**HP Enterprise Services LLC**

**August 2001 to Present**

*State of West Virginia MACC  
Technical Lead for System Architecture*

Mr. Samanta is involved with application design and development for the MACC WorkForce system, as well as with the system's implementation into the production environment of the State of West Virginia.

The MACC system offers services for employers, job seekers, and training providers. The software product implements the DOL's WIOA, WIA, Wagner-Peyser Act of 1933 (Job Service), Trade Act of 1974, and NEG programs to enable job seekers to gain employment and training. Moreover, employers can post vacancies and search for and find employees. The product also allows training providers to enter their courses and programs and to track students. In addition, it enables seamless end-to-end management and allows case managers, employers, and training providers to track participants. The case managers can track costs, pay invoices, and produce checks for various direct and indirect costs. The product also incorporates imaging and document workflow. The software product has three distinct web sites for the public, case managers, and administrators. It was developed using Microsoft and industry-standard technologies. It supports multilingual and disabled users. The MACC system was developed so that it can be customized for similar State agencies.

Mr. Samanta functions as the Technical Lead for System Architecture on the project, with the responsibility to raise and initially address any personnel issues and to verify product quality with regard to the requirements detailed by the State of West Virginia. He started as a developer on a team of 20 people who designed and implemented the application from presentation layer to the middle tier business object layer. He was involved in all stages of development, from analysis to quality testing.

His responsibilities include the following:

- Provide overall vision, direction, concepts, and business analysis.

- Perform application design, analysis, scope definition, and development and implementation of new or modified functionality within the application.
- Function as architect for all web and application development.
- Follow generally accepted industry standard design and development practices.
- Implement highly normalized database design and object-oriented modular graphical user interface, enabling client personnel to modify system parameters with minimal effort.
- Document all work such that client staff may analyze the work performed and make adjustments as needed.
- Prepare estimates and schedules for the work assigned and assign priorities to work.
- Prepare, maintain, and follow detailed project plans, including task assignments, Gantt charts, milestones, and deliverables preceding all development and implementation efforts.
- Thoroughly test all new development, enhancements, modifications, following predefined and mutually agreed upon testing scenarios.
- Contribute to weekly status reports for client management.
- Attend regular MACC unit and users focus group meetings as requested to discuss problems, future enhancements, and other technical matters.
- Reviewed development team work and enforce development standards within the team.
- Oversee the deployment of system changes to the development and production environments.
- Provide technical consulting to clients. Provide guidance and expert advice on topics, including, but not limited to, emerging technology and tools that will enhance or improve the functionality, performance, or robustness of the system and configuration of the technical infrastructure supporting the system.
- Act as a liaison between the client and the company.
- Understand user requirements and prepare requirement documents.
- Verify compliance with client policies and procedures.
- Run performance enhancements to the system when required.
- Maintain the current system, perform analysis, troubleshoot, and fix issues as they arise.
- Provide 24x7x365 operation and support of all users, including case managers, employers, training providers, and the general public. More than 700 concurrent users have access to the system.
- Assist in resolving and tracking helpdesk and other system issues through on-call as well as offline support.
- Verify compliance with DOL policies. Implement Federal program requirements as stated in TEG (Training and Employment Guidance Letters) advisories.
- Support annual DOL data validation efforts by creating samples, compiling and verifying results, and submitting results.
- Create State of West Virginia departmental and individual ad-hoc reports, as requested. Generate Federal DOL reports using a variety of reporting tools, such as DRVS, SPR, DART, MATHEMATICA, and Crystal Enterprise 10.
- Fields technical questions from both the State and the internal team.

- Make sure that all performance and application related questions raised by users and management are answered in a timely fashion.
- Interface with other State agencies, such as Unemployment Insurance and the Department of Health and Human Resources, and other computer systems, allowing agencies to share data.
- Create training manuals and presentations. Give presentations of the product and technical descriptions of the project.
- Provide operational support for all users, including client staff, employers, training providers, agency partners, and the general public.
- Maintain Elise job matching servers and application.
- Implement and maintain the imaging servers.
- Provide Windows server administration and cluster configuration for the SQL Server and Active Directory Domain administration.

**Covansys**

**April 2001 to August 2001**

*Insurance Portal*

*Analyst/Developer*

Under the Insurance Business Sector, this project implemented a web-based insurance application for preparing quotes of different tariffs. It focused on the Online Quotation Management System. It was a web-centric application with a three-tier architecture derived from Sun's specification on J2EE design guidelines. The standard J2EE architecture for a multi-tier enterprise was customized to suit the TIS Online application. The application, designed and developed for Skandia, supported the brokers in calculating the pertinent insurance premium rates for the final customers. The software took various input factors, such as age of the customer, period of insurance coverage, and gender of the customer. The calculation logic, scheme details, and other business rules were built into the software using Java and other Sun technologies. This project also included the administration of the application's Tariff, Fund, and Probability systems.

The system development strictly followed the development methodology of Rational Unified Process. All artifacts, written and delivered, followed the OMG and UML standards.

The scope of the project was as follows:

- Calculate insurance premiums via web for brokers, including customized screen-presentation and flexible printouts.
- Calculate interest rates for particular tariffs.
- Use relevant functions of each tariff with other existing Skandia systems.
- Administer the existing tariffs and their parameter sets, and add new versions of tariffs.
- Build an interface for business partners to allow them to integrate the quotation system into their software.
- Reuse components in other Skandia systems, such as the main administration system
- Reuse components in a workbench to evolve new tariffs.

Mr. Samanta's responsibilities were as follows:

- Developed the tariff administration modules.
- Implemented the business logic for adding a tariff using Java Classes.
- Developed the Administration Quote module. This module allowed brokers to print their calculations on a customizable print template. The broker could also add further information, such as address, logo, communication channels, and client's name.
- Developed, tested, and integrated the application with the WebSphere environment
- Developed a tool for testing the insurance tariffs by providing the appropriate inputs in the user interface. These components were developed using Java swing libraries.

**EDUCATION**

B.S., Electrical and Electronics Engineering, Berhampur University, Orissa, India, 2000.

**CERTIFICATIONS AND EXPERTISE**

<b>CURRENT CERTIFICATION</b>	<b>YEAR ATTAINED</b>
Microsoft Certified Solution Developer (MCSD) (For Microsoft .NET)	2008
Microsoft Certified Application Developer (MCAD) (For Microsoft .NET)	2008
Microsoft Certified Professional – Designing and Implementing Databases with Microsoft SQL Server 2000 Enterprise Edition	2008
Microsoft Certified Professional – Analyzing Requirements and Defining Microsoft .NET Solution Architectures	2008
Microsoft Certified Professional – Developing and Implementing Web Applications with Microsoft Visual C# .NET and Microsoft Visual Studio .NET	2008
Microsoft Certified Professional – Developing and Implementing Windows-based Applications with Microsoft Visual C# .NET and Microsoft Visual Studio .NET	2008

EXPERTISE	YEARS OF EXPERTISE
<b>RELEVANT TECHNICAL EXPERTISE</b>	
• Visual Basic, COM+	15
• VB Script, JavaScript	15
• .NET, C#, Visual Basic .NET	9
• SQL DML/DDI/ETL	15
• ASP/ASP .NET	15
• XML	15
• XSL, XSLT	10
• SQL Server 2005/2008/R2 Administration	15
• Windows Server Administration and Clustering	15
• Microsoft Windows Active Directory Domain Administration	15
• EMC CLARiiON SAN	9
• WCC Elise	9
• Crystal Reports/Business Objects	14
• Intel-based server hardware	15
• Cisco networking hardware	15
• Microsoft IIS 7. 0 Web Server administration	10
<b>RELEVANT PROJECT EXPERTISE</b>	
• State of West Virginia MACC	14
• Department of Labor: WorkForce Investment Act of 1998, Wagner-Peyser Act of 1933, Trade Act of 1974, and National Emergency Grants (NEGs)Requirements	14
<b>RELEVANT INDUSTRY EXPERTISE</b>	
• State and Local Government	14
• Insurance	1

Mr. Samanta is a Microsoft Certified Solution Developer (MCSD) and Microsoft Certified Application Developer (MCAD). Through his work with the West Virginia MACC system since 2002, Mr. Samanta has demonstrated his ability to meet both the requirements set forth in Section 4.1 of this proposal and the specific requirements for the Technical Lead for System Architecture described in the preceding table.

Copies of Mr. Samanta's certificates are in Appendix 1.

---

## **4.2.2 Technical Lead for Database Administration**

HP Enterprise Services LLC presents Mr. Tim Elms for consideration as the Technical Lead for Database Administration. Mr. Elms has previously demonstrated the ability to meet both the requirements set forth in Section 2.0 of this proposal and the specific requirements for the Technical Lead for Database Administration described in the preceding table. He has gained this experience through his work with the West Virginia MACC system since 2002 and on previous engagements.

Mr. Elms has the experience to perform the job functions for this position described in the following table, the functions listed include section references to the specific requirements as described in the CRFQ.

### **REQUIREMENTS**

---

4.2.2.1 Serve as the architect for all database development.

---

4.2.2.2 Ensure that daily database backups are performed, verified, and secured appropriately.

---

4.2.2.3 Provide database administration for both the development and production environments.

---

4.2.2.4 Develop database standards within the MACC unit.

---

4.2.2.5 Migrate or bulk insert data as needed.

---

4.2.2.6 Monitor performance and capacity usage for the development and production databases and take corrective action as necessary.

---

4.2.2.7 Perform consistency checks of the development and production databases and maintain database indexes to ensure minimal fragmentation to optimize performance.

---

4.2.2.8 Test the restoration of the production database to the development system.

---

4.2.2.9 Develop, generate, maintain, verify, submit, and field questions regarding preliminary, quarterly, and annual DOL reports.

---

4.2.2.10 Produce ad-hoc reports based on regions, service locations, and/or service providers.

---

4.2.2.11 Load wage data from the Unemployment Insurance (UI) and Wage Record Interchange System (WRIS).

---



**Resume: Tim Elms****Technical Lead for Database Administration****EXPERIENCE SUMMARY**

---

Mr. Tim Elms is a programmer at HP Enterprise Services LLC with 19 years of experience in Windows and Internet-based systems. He has participated in multiple projects in roles such as senior consultant, consultant, technical consultant, database administrator, systems administrator, development engineer, analyst programmer, and senior analyst programmer.

Mr. Elms specializes in client-server, multi-tiered, and web-based applications, based on Microsoft technologies. He has extensive experience in State Government, customer relationship management, and sales force automation in the Financial and Insurance sectors.

**EMPLOYMENT HISTORY**

---

**HP Enterprise Services LLC**  
*State of West Virginia MACC*

**September 2002 to Present**

*Database Administrator, Implementation/Data Migration/Development and Maintenance*

As the Senior Technical Lead for the project, Mr. Elms's primary role within the State of West Virginia and the project is as a database administrator. He is responsible for implementing the MACC software product and customizing it for use by the State of West Virginia.

The software product implements the department of labor WIA act (Workforce Investment Act) now the WIOA act (Workforce Innovation and Opportunity Act), JS (Job Service) and TAA (Trade Adjustment Assistance) to enable jobseekers to gain employment and/or training. It also enables employers to search and find employees for specific posted jobs. The product enables seamless end-to-end management and tracking of the jobseekers by their case managers, employers, and training providers.

The project has multiple phases: Implementation of the Workforce Investment Act, Implementation of Wagner Peyser, Implementation of the Trade Investment Act, and Ongoing Enhancements. Plus the conversion from Workforce Investment Act to Workforce Innovation and Opportunity Act.

With the State of West Virginia now live with the Workforce West Virginia site, Mr. Elms' primary focus is ensuring constant operation and support for all users, which includes staff, employers, and the general public. He provides ongoing maintenance and development to enhance and additional functionality to the product. Mr. Elms was deeply involved in the migration of the legacy data from two mainframe applications into the MACC database.

Mr. Elms's responsibilities have included the following:

- Application maintenance, enhancements, new design, development and implementation.
- Architect for all database development.
- Development database standards and best practices. Enforce standards within the team.

- Database administration for both development and production environment.
- Data migration from two legacy mainframes to the web based system.
- Day to Day management of the States servers in the development and production environments.
- Administration of updates and patch management to keep all servers up to date and secure.
- Monitor and Capacity management, ensure system access for the 700+ concurrent users.
- Tune and run performance enhancements to the system when required.
- Ensure 27/7/365 operation and support of all users, which include staff, employers, training providers and the general public.
- Analysis and scope of new work and functional areas of the application.
- Design and implement new features and areas of the application.
- Ensuring compliance with client policies and procedures.
- Ensuring compliance with DOL (Department of Labor) policies.
- Implement federal program requirement as stated in TEGL (Training and Employment Guidance Letters) advisories.
- Produce State of WV departmental and individual ad-hoc reports are requested
- Field technical questions from both the State and the internal team.
- Process Helpdesk tickets.
- Assist in resolving and tracking issues and conducting internal reviews of peer's work
- Provide on-call support
- Provide technical consulting to the client of key issues.
- Interfacing with other state agencies and computer systems, allowing agencies to share data. Interfacing with Unemployment Insurance and Department of Human Resources.
- Give presentations of the product and technical descriptions of the project.
- Rollout of development changes, new application areas or maintenance to the production environment.
- Developing, testing, and production of federally mandated reports for the Department of Labor (These report program performance which effects funding from federal agencies.)
  - WIA (Workforce Investment Act) Title 1B Performance reports.  
WIA Quarterly report, ETA 9090.  
WIA Annual report, ETA 9091.
  - WIOA (Workforce Innovation and Opportunity Act) Performance reports.
  - Wagner Peyser JS Performance reports  
ETA ES9002.  
ETA VETS200.
  - TAA (Trade Adjustment Assistance) Performance report.  
ETA 563
  - Use of DOL eDRVS software for federal reporting.
  - Execute Quarterly and Annual federal reports
  - Execute preliminary reports as needed, before quarterly reports.
  - Produce breakouts of Federal reports, based on programs, regions, service locations, service providers.
  - Compile, verify and submit report result to the DOL.
  - Field questions and concerns of the reported results.
- Load wage data from UI and WRIS (Wage Record Interchange System). Wages are used in federal reporting.

- Integrated the WCC ELISE application suite.
- Ongoing software/hardware refreshes and a move to a visualized environment.

**Covansys****May 2002 to August 2002***Reporting Data Warehouse**Analyst/Developer*

Mr. Elms was a member of a team responsible for designing and implementing a data warehouse for financial reporting purposes, primarily as part of the report development team. He was responsible for requirement gathering, analysis, design, and implementation of Crystal Reports. He built reporting tables and views to satisfy to develop complex financial reports.

Mr. Elms was solely responsible for the management and implementation of Crystal ePortfolio, Crystal's enterprise web-enabled report viewer. He served as the point of contact for troubleshooting the ePortfolio environment. He also trained the client staff on the use and continued development on the Crystal ePortfolio platform.

The technical environment consisted of Oracle 8i, Crystal Reports, and Crystal ePortfolio.

**Covansys****April 2000 to April 2002***Multiple projects**Senior Developer*

Mr. Elms was responsible for the conversion of an existing CRM application into a pure, thin-client architecture. The application, used in the Banking and Insurance sectors, allowed customer service representatives to manage customers and the contacts with those customers in a controlled manner.

Mr. Elms served as the Senior Developer on a team of five people who designed and implemented the application from the presentation layer to the middle-tier business object layer. He was involved at all stages of development, from scoping to quality assurance and defect correction. His main area of involvement was in the Visual Basic middle-tier components.

Part of the design and implementation involved performance enhancements for a nationwide roll out for a large client with extremely large data set volumes (more than 60 million contacts). The technical environment consisted of ASP, Visual Basic, COM/COM+, XML, and XSLT with COM/COM+, and SQL Server back end, based purely on Microsoft technologies. The web-based front end was generated via XSLT style sheets applied to XML.

Mr. Elms also was involved in research and preliminary implementation of conversion of a product suite to an international version, predominantly for the European market. Responsible for analysis and recommendations to code changes with the full suite.

Mr. Elms also provided maintenance and feature enhancements to the Guides product. Guides is a set of structured forms allowing external customers to request information and support, as well as to submit questions to the company. The structured forms interact with an AI engine and the back end database. The technical environment consisted of ASP, COM, and SQL Server.

**Firstwave Tech**

**August 1996 to March 2000**

*Multiple client-facing projects*

*Professional Services/Technical Consultant/Development Engineer*

Firstwave Tech is a Sale Force Automation and Customer Relationship Management application development company. Mr. Elms had various roles within the organization during his tenure, providing professional services and development.

The product was a web application, allowing sales staff to manage customers and contacts remotely. It allowed synchronization of data between the client and server for offline use.

Mr. Elms was involved in development of the core application architecture, upon which the business application software was built. While in the services division, he was involved in customizing the application and implementing the product at client sites.

**EDUCATION AND EXPERTISE**

B.S. with Honors, Computing Science, Staffordshire University, Stafford, United Kingdom, 1996.

**EXPERTISE**

**YEARS OF EXPERTISE**

**RELEVANT TECHNICAL EXPERTISE**

• Visual Basic, COM+	19
• VB Script, JavaScript	14
• .NET, C#	8
• SQL DML/DDDL/ETL	19
• ASP/ASP.NET	16
• XML	16
• XSL, XSLT	12
• SQL Server 2005/2008/R2 Administration	12
• SQL Server 2012/2014 Administration	2
• Windows Server Administration and Clustering	14
• Microsoft Windows Active Directory Domain Administration	14
• EMC CLARiiON SAN	10
• WCC Elise	9
• Crystal Reports/Business Objects	5
• Intel-based server hardware	19
• Cisco networking hardware	5

**RELEVANT PROJECT EXPERTISE**

- State of West Virginia MACC
  - Department of Labor: WorkForce Investment Act of 1998, Wagner-Peyser Act of 1933; Trade Act of 1974, and National Emergency Grants (NEGs) Requirements
- 14  
14

**RELEVANT INDUSTRY EXPERTISE**

- State and Local Government
  - Insurance/Banking/CRM/SFA
- 14  
6

**4.3 Project and Staff References**

The following are references to validate the required experience for both HP Enterprise Services LLC and proposed staff from the preceding section.

**REFERENCE 1. MARK ELKINS, PROGRAMMER/ANALYST**

Phone Number	304-558-8422 x2024
Address	WorkForce West Virginia 112 California Ave. Room. 212 Charleston, WV 25305
Email Address	Mark.E.Elkins@wv.gov

**REFERENCE 2. LOU DAVITIAN, PROGRAMMER/ANALYST**

Phone Number	304-558-8422 x2017
Address	WorkForce West Virginia 112 California Ave. Room. 212 Charleston, WV 25305
Email Address	Lou.S.Davitian@wv.gov

**REFERENCE 3. DON BROTHERTON, DATABASE ADMINISTRATOR**

Phone Number	304-558-8422 x2219
Address	WorkForce West Virginia 112 California Ave. Room. 212 Charleston, WV 25305
Email Address	Don.L.Brotherton@wv.gov

## 5. Contract Award

Section 5.2 on page 30 of the CRFQ requires the vendor to complete the Pricing Page (Exhibit A) and submit it as part of the bid response.

Exhibit A is attached for formal pricing and reflects by resource type for each year the hourly rate multiplied by 160 hours, representing the average work hours of a typical month, for a summary total by month for each resource.

See Section 12.3 for additional pricing clarification.

## 6. Performance

HP Enterprise Services LLC proposed staff will perform the services in accordance with the direction provided by WorkForce West Virginia.

## 7. Payment

HP Enterprise Services LLC will invoice in accordance with the hourly rate as shown on Exhibit A and accept payment in accordance with the payment procedures of the State of West Virginia.

## 8. Travel

HP Enterprise Services LLC is responsible for all mileage and travel costs, including travel time, associated with performance of this Contract.

## 9. Facilities Access

The table below describes the requirements and HP Enterprise Services LLC's response in the event that access cards and/or keys are required.

### FACILITY ACCESS CARD REQUIREMENTS

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.	HP Enterprise Services identifies Mr. Samanta and Mr. Elms as principal service personnel which will be issued access cards/or keys to perform service. In the event of new principal service personnel required to be issued access cards and/or keys to perform service HP Enterprise Services will identify such individuals in advance to the Agency.
9.2 Vendor will be responsible for controlling cards and key and will pay replacement fee, if the cards or keys become lost or stolen.	HP Enterprise Services will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.



**FACILITY ACCESS CARD REQUIREMENTS**

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.	HP Enterprise Services shall notify Agency immediately of any lost, stolen, or missing card or key.
9.4 Anyone performing under this contract will be subject to Agency's security protocol and procedures.	HP Enterprise Services staff 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.	HP Enterprise Services staff performing under this contract will be informed of the Agency's security protocol and procedures.

**10. Vendor Default**

**10.1 Vendor Default Considerations**

The following table lists the vendor default considerations and HP Enterprise Services LLC's acknowledgement of each consideration.

**VENDOR DEFAULT CONSIDERATIONS**

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

## 10.2 Default Remedies

The following table lists the default remedies and HP Enterprise Services LLC's acknowledgement of each remedy.

### DEFAULT REMEDIES

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

## 11. Miscellaneous

### 11.1 Designated Contact and Contract Manager

In response to requirements on page 24 and 33 in the CRFQ, HP Enterprise Services LLC appoints Patrick Hogan as the Designated Contact and Contract Administrator and the initial point of contact for matters relating to this Contract. His contact information is below:

#### CONTRACT MANAGER. PATRICK HOGAN, PRACTICE PRINCIPAL

Phone Number	614-381-4395
Address	HP Enterprise Services LLC 5475 Rings Road Dublin, Ohio 43017
Email Address	Patrick.J.Hogan@hpe.com

## 12. Exceptions and Clarifications

Pursuant to section number 11 on page 10 of the CRFQ HP Enterprise Services LLC presents exceptions and clarifications for Assignment, Liability, and Pricing.

### 12.1 Assignment

This exception and clarification refers to section 26 on page 18 of the CRFQ. Customer will not withhold its consent to any assignment, transfer or novation of a Contract by HP Enterprise Services LLC in connection with the ES-CSC Merger. ES-CSC Merger means any transaction associated with the proposed merger of the Enterprise Services business unit of HP Enterprise Services LLC Co. with Computer Sciences Corporation (CSC), as announced on 24th May 2016.



## **12.2 Liability**

Notwithstanding anything else in the agreement, neither party may recover lost profits, revenues or goodwill, anticipated savings, business interruption, diminished value of its business, or special, incidental, indirect, consequential, exemplary, or punitive damages (even if advised of the possibility of any such loss or damage).

## **12.3 Pricing Clarification**

Exhibit A provided by the State in the CRFQ specified 160 hours per resource per line. HP Enterprise Services LLC believes that the 160 hours represents the hours performed within an average month.

Exhibit B further expands upon the pricing and provides estimated annual pricing based on 1920 hours per person per year. This is in consideration of the State's answers to questions 7 and 11 from Addendum Number 1 of the CRFQ. Exhibit B reflects what was inserted in pages 2-5 of the CRFQ 0323 WWW1600000003.

Additionally, HP Enterprise Services LLC believes, that based on the holiday listing provided in section 2.10 on page 26 of the CRFQ that there are approximately 1976 hours of work (based on an 8 hour work day) available within any given year.

## **13. Commercial General Liability Insurance of \$500,000 or More**

Under section 7 on page 15 of the CRFQ, the State has asked for commercial general liability insurance of \$500,000 or more. We have provided this certificate in Appendix 2.

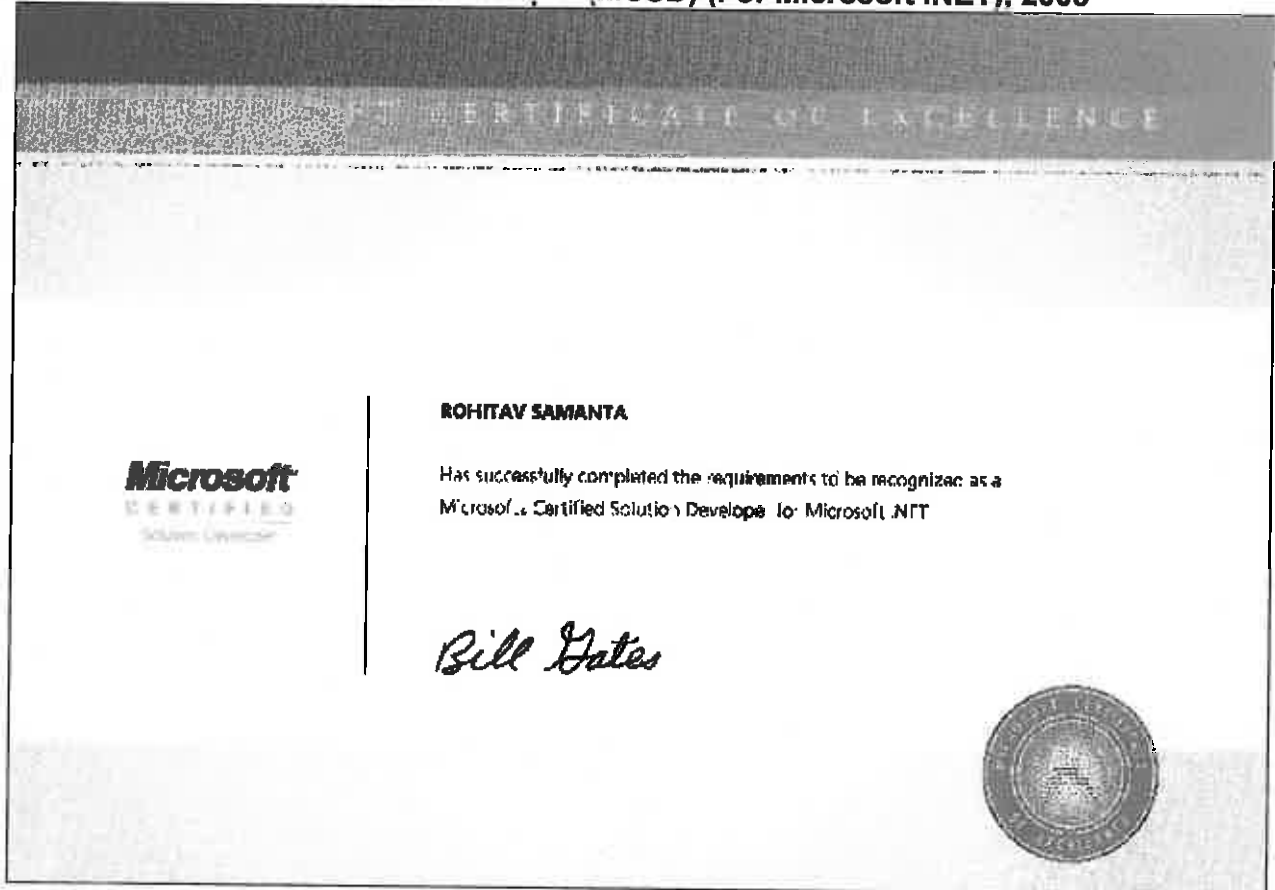
## **14. Purchasing Affidavit**

Under section 37 on page 21 of the CRFQ, the State has asked for the provided signed and notarized Purchasing Affidavit. See Appendix 3 for the signed and notarized Purchasing Affidavit.

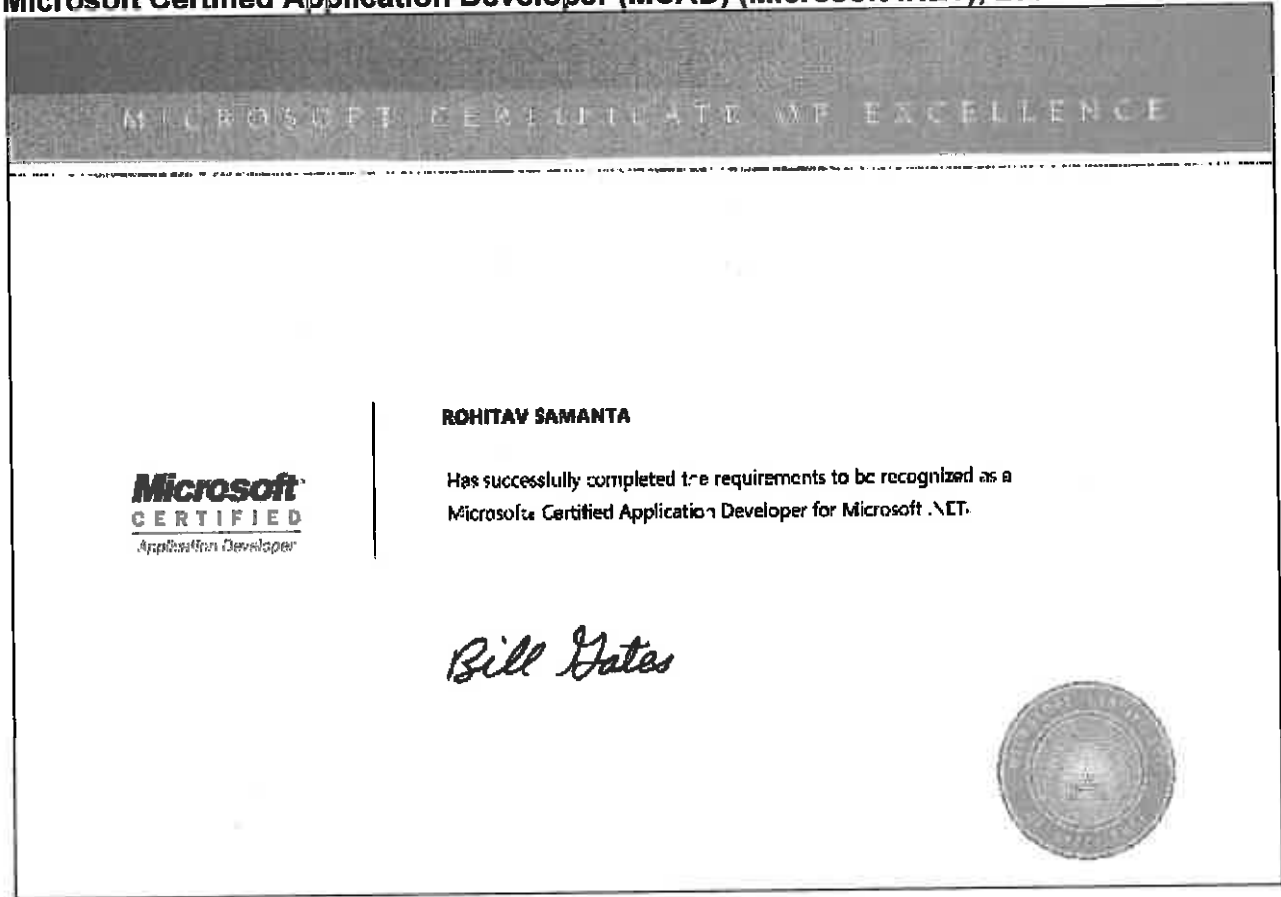
## Appendix 1 – Professional Certifications: Rohit Samanta

Copies of Mr. Samanta's professional certifications referenced in Section 2.2.2 are provided in fulfillment of section 7 on page 16 of the CRFQ.

### Microsoft Certified Solution Developer (MCSD) (For Microsoft .NET), 2008

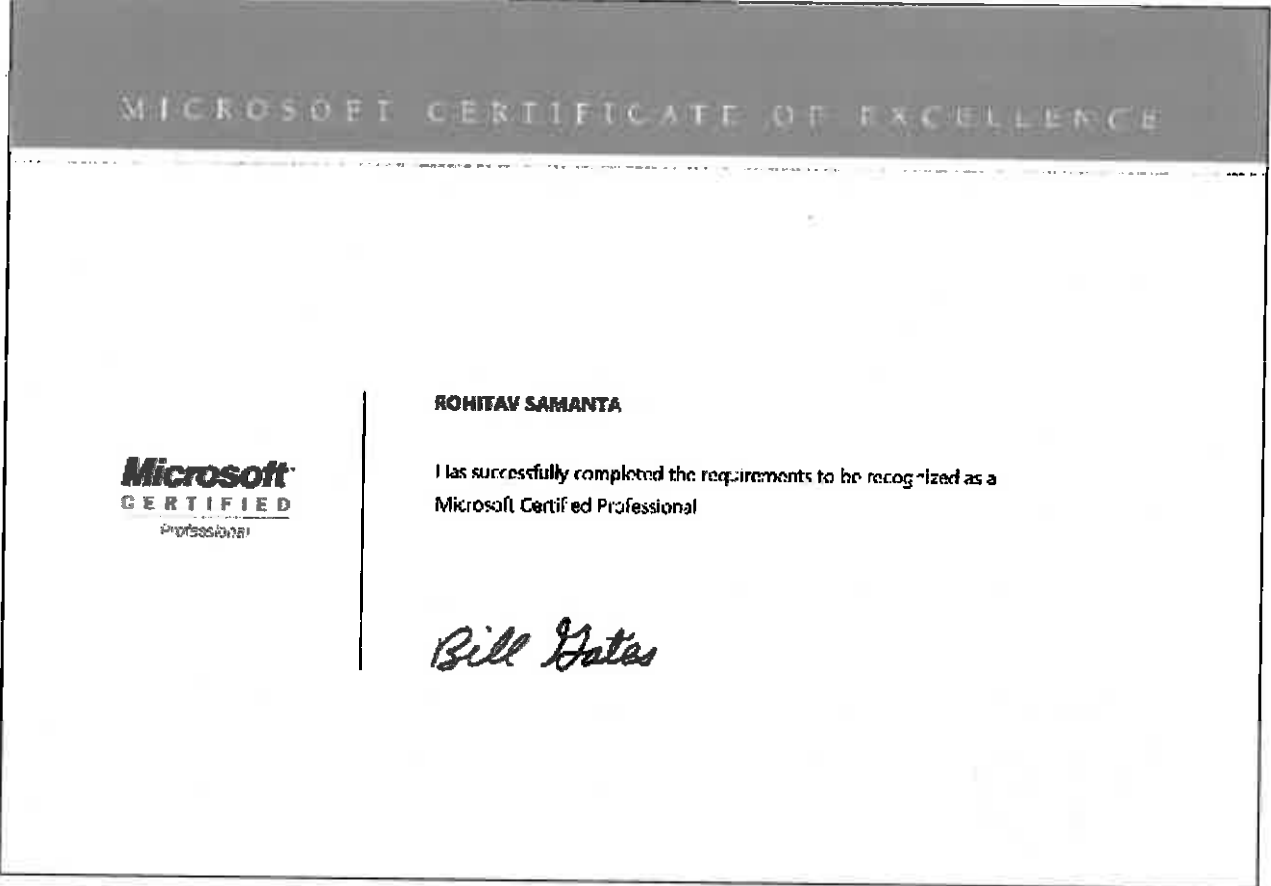


**Microsoft Certified Application Developer (MCAD) (Microsoft .NET), 2008**






### Microsoft Certified Professional Certificate



## Microsoft Certified Professional Transcript

Microsoft Certified Professional Transcript

Last Activity Recorded: May 10, 2008  
Microsoft Certified Professional ID: 6199011



**ROHITAV SAMANTA**  
1613 VIRGINIA ST EAST APT 10

CHARLESTON, West Virginia 25311 US  
RSAMANTA@SABERCORP.COM  
[Microsoft Certification Status](#)

Credential	Certification / Version	Date Achieved
Professional	MCP 2.0 -- Certified Professional	May 01, 2008
Solution Developer	For Microsoft .NET	May 10, 2008
Application Developer	For Microsoft .NET	May 10, 2008

[Microsoft Certification Exams Completed Successfully](#)

Exam ID	Description	Date Completed
229	Designing and Implementing Databases with Microsoft® SQL Server™ 2000 Enterprise Edition	May 10, 2008
300	Analyzing Requirements and Defining Microsoft .NET Solution Architectures	May 10, 2008
315	Developing and Implementing Web Applications with Microsoft® Visual C#™ .NET and Microsoft® Visual Studio® .NET	May 01, 2008
316	Developing and Implementing Windows®-based Applications with Microsoft® Visual C#™ .NET and Microsoft® Visual Studio® .NET	May 01, 2008
320	Developing XML Web Services and Server Components with Microsoft Visual C# .NET and the Microsoft .NET Framework	May 10, 2008



## **Appendix 2 – Certificate of Liability Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Marsh Risk and Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017  116-833-357-Hew-GAUW-15-16	<b>CONTACT NAME:</b> Md Enteshamul Haque
	<b>PHONE (A/C, No, Ext):</b> 202-510-3867 <b>FAX (A/C, No):</b> <b>EMAIL ADDRESS:</b> shamul.haque@hpe.com
<b>INSURED</b>  Hewlett Packard Enterprise Company 3000 Hanover Street, MS 1041 Palo Alto, CA 94304	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Old Republic Insurance Co.      24147 INSURER B: High Tech Services Insurance, LTD INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 305452	11/1/2015	09/30/2016	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ Not Applicable PRODUCTS - COMPIOP AGG \$ Not Applicable
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			MWTB 305453	11/1/2015	09/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			1HPEXL01 ***XS \$2.5M SIR*** ***OR UNDERLYING POLICY***	11/1/2015	09/30/2016	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ Not Applicable \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 30542500 "As respects all states, except CA and Monopolistic States"	9/30/2015	9/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Check box if Certificate Holder requests the following: Additional Insured: <input type="checkbox"/> Waiver of Subrogation: <input type="checkbox"/>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Commercial General Liability of \$500,000

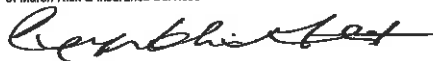
CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

State of West Virginia  
Department of Administration  
2019 Washington Street East  
PO Box 50130  
Charleston, WV 25305-0130

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services



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ACORD 25 (2014/01)

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## **Appendix 3 – Purchasing Affidavit**

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: HP Enterprise Services, LLC

Authorized Signature: [Signature] Date: 6-9-16

State of VIRGINIA

County of Fairfax, to-wit:

Taken, subscribed, and sworn to before me this 9 day of JUNE, 2016.

My Commission expires 30 NOVEMBER, 2016.

**AFFIX SEAL HERE**

NOTARY PUBLIC [Signature]

*Purchasing Affidavit (Revised 08/01/2015)*

