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## Header 2

List View

**General Information** | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 907855

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000017601

Legal Name: OCM STAFFING INC

Alias/DBA:

Total Bid: \$67,728.00

Response Date: 07/22/2021

Response Time: 12:42

Responded By User ID: JohnCacchiani

First Name: John

Last Name: Cacchiani

Email: john@ocmstaffing.com

Phone: 7179914892

SO Doc Code: CRFQ

SO Dept: 1400

SO Doc ID: AGR2200000002

Published Date: 7/22/21

Close Date: 7/29/21

Close Time: 13:30

Status: Closed

Solicitation Description: USAMEALS Software Maintenance & Support

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 907855  
**Solicitation Description:** USAMEALS Software Maintenance & Support  
**Proc Type:** Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2021-07-29 13:30	SR 1400 ESR07222100000000384	1

**VENDOR**  
 VS0000017601  
 OCM STAFFING INC

**Solicitation Number:** CRFQ 1400 AGR2200000002  
**Total Bid:** 67728  
**Response Date:** 2021-07-22  
**Response Time:** 12:42:16  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	USAMEALS Software Maintenance & Support				16932.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:**

**Extended Description:**

Year 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	USAMEALS Software Maintenance & Support				16932.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:**

**Extended Description:**

Year 2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	USAMEALS Software Maintenance & Support				16932.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:**

**Extended Description:**

Year 3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	USAMEALS Software Maintenance & Support				16932.00

Comm Code	Manufacturer	Specification	Model #
81112200			

**Commodity Line Comments:**

**Extended Description:**

Year 4

OCM Staffing, Inc.  
114 Graystone Drive  
Hummelstown, PA 17036

## EXECUTIVE SUMMARY

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USAMeals is a web-based application used by the West Virginia Department of Agriculture to manage the National School Lunch Program (NSLP). The USAMeals application is responsible for tracking entitlement dollars as well as physical inventory in the State-run warehouse. This application also tracks invoices and payments of delivery fees. These payments are essential to the on-going operation of the warehouse.

The purpose of this document is to outline a statement of work between OCM Staffing Inc. (OCM) and the West Virginia Department of Agriculture (WVDA) which describes services to be performed for maintaining and supporting the USAMeals application. In this document we detail the terms, included support services (scope), client responsibilities, and pricing for Software Maintenance, Support and Problem Resolution.

The following table shows the cost for maintenance of the USAMeals application. This amount will be invoiced yearly while the contract is in effect.

Description	Cost
Software Maintenance, Support and Problem Resolution (Up to 17 hours per month)	\$16,932 per year

WVDA also has the right to request additional enhancements if deemed necessary. Additional hours will be billed at a flat rate of \$83.00 per hour.

If you have any questions, please contact:

John Cacchiani  
(888) 322-7823 ext 700  
[john@ocmstaffing.com](mailto:john@ocmstaffing.com)

  
\_\_\_\_\_  
Signature

7-22-21  
\_\_\_\_\_  
Date

## SOFTWARE MAINTENANCE & SUPPORT PROGRAM AGREEMENT

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This Software Maintenance Agreement is entered into between PROVIDER, OCM Staffing, Inc. (OCM) and RECIPIENT, West Virginia Department of Agriculture (WVDA).

### Coverage and Terms

The SOFTWARE covered by this Maintenance Agreement consists of the most recent version of the USAMeals application as of the start of this agreement. Beginning on the agreement date, the Service Provider (OCM) will begin providing maintenance services on said software for a period of **48 months** unless termination by either party is requested. The Software Maintenance & Support Program is a fee-based program that includes technical support, maintenance, and minor software updates.

#### *Hours of Availability*

Normal support hours are from 8 AM to 4 PM EST Monday - Friday. Support services provided outside of this window may be available on an as-needed basis and must be agreed upon in advance.

Support will not be made available during Official West Virginia State holidays.

#### *Phone and Email Based Support*

Telephone Support – PROVIDER shall maintain a telephone help desk during regular business hours as stated above to assist RECIPIENT in reporting errors and in providing first-line support in the use and operation of the SOFTWARE.

Internet Email - PROVIDER shall maintain an email address for the express purpose of providing contracted support. Requests received via email will be issued a “trouble ticket” which tracks problem progress on an incident by incident basis in order to ensure a timely turn-around for the RECIPIENT.

RECIPIENT agrees that its point of contact for maintenance and support of the SOFTWARE will be limited to two (2) designated employees of RECIPIENT at any one time, who will act as the support liaison between the PROVIDER and RECIPIENT, and that support services for the SOFTWARE subject to this Maintenance Agreement will be available to RECIPIENT through electronic mail communication or by telephone.

#### *Timeliness of Incident Resolution*

PROVIDER shall use reasonable effort to provide modifications or additions to correct errors in the SOFTWARE reported by RECIPIENT. Upon receipt of notice of an error, PROVIDER will assign a priority level as determined by the RECIPIENT to the error according to the following criteria:

**Priority A** – An error that results in the SOFTWARE being substantially or completely nonfunctional or inoperative.

**Priority B** – An error that results in the SOFTWARE operating or performing other than as represented in the Documentation, but which does not have a material adverse impact on the performance of the SOFTWARE.

PROVIDER will make reasonable efforts to correct the error or provide a work-around solution for each priority level and, if a work-around is the immediate solution, will make reasonable efforts to provide a final resolution of the error. Reasonable effort will be made to respond to the incident within the following time frames after receiving notice and sufficient information and support from the RECIPIENT:

<b>Priority Level</b>	<b>Correction or Work-Around</b>	<b>If Work-Around, Final Resolution</b>
A	24 hours	10 business days
B	48 hours	30 business days

## Included Support Services

This section describes the services to be provided by OCM Staffing Inc. under the terms of this agreement.

### *Code Fixes*

Corrections of material and/or defects in the SOFTWARE so that the USAMeals application will operate substantially as described in the associated documentation.

### *Data Fixes*

RECIPIENT may request, or it may be necessary to fix a data related issue, directly via the database. Data Fixes can be complex, and while PROVIDER will employ best practices to resolve the data issue, the onus resides with the client to test the data fix in an appropriate time frame, provide feedback to PROVIDER, and validate the data fix has provided the correct result. PROVIDER is not liable for any issues relating from data fixes.

### *Data Queries*

RECIPIENT may request custom data queries that are not currently available from current application reports. Requests for data queries must be requested in writing and shall contain all required parameters. PROVIDER will make every effort to validate the results of the query; however, it is ultimately the responsibility of RECIPIENT to validate the data being provided. PROVIDER is not liable for any issues relating from inaccurate or incomplete data.

### *Minor Updates*

Periodic updates of the SOFTWARE that may incorporate (A) corrections of any material and/or substantial defects, (B) fixes of any minor bugs, and (C) under agreement of both PROVIDER and RECIPIENT, enhancements to the USAMeals application that provide additional functional capabilities.

### *Release Deployment*

PROVIDER will work with the business area to provide a maintenance release schedule that will include agreed upon change requests in a structured process. In the event that an emergency release is required, PROVIDER will exercise all commercially reasonable efforts to test such emergency fixes in accordance with the requirements of this section.

PROVIDER will deliver or make available to the client, with the delivery of each release, detailed notes describing the release content prior to commencement of User Acceptance Testing. The SOFTWARE shall be put into regular operation after RECIPIENT acceptance test has been successfully completed and approved.

### *Remote trouble-shooting Services*

Expert services may be engaged under support on an availability basis, depending on the skill set necessary to perform the service. Expert services may include, but are not limited to, remote troubleshooting on the Customer's computer systems, performance tuning and code review of the Customer's application code by OCM Staffing Inc. support staff. Depending on the request, OCM Staffing Inc. may advise of prerequisite actions for a particular expert service.

## Client Responsibilities

This section describes the responsibilities of the West Virginia Department of Agriculture under the terms of this agreement.

### *Hardware / Software*

RECIPIENT will provide all hardware and software necessary to maintain separate Staging and Production environments. Repairs, maintenance, and support for all hardware shall be the sole responsibility of RECIPIENT only.

All third-party software and any standard operating system shall be maintained and updated in accordance with the third-party software provider's then-current warranty and maintenance policy. Operating system updates and server security are the sole responsibility of RECIPIENT.



### *Environment Access*

RECIPIENT will provide OCM support staff with remote access to the Staging and Production servers on which the SOFTWARE resides. Furthermore, any special provisions, such as VPN access, necessary to access the environment, will be provided at no charge to OCM support staff.

### *User Support*

The RECIPIENT will provide end-user first-level support. First-level support generally refers to incidents such as password resets, new user account creation, and USAMeals policy related questions.

### *User Acceptance Testing*

Upon release of software enhancements, both major and minor, to the USAMeals staging environment, RECIPIENT shall provide necessary staff to adequately test the updated code and provide sign-off in a timely matter. RECIPIENT agrees if sign-off is delayed, the product release schedule may be affected requiring additional time for go-live. Any issues or deficiencies discovered after sign-off, must be re-evaluated and prioritized by PROVIDER and RECIPIENT.

- **Rejection:** If RECIPIENT refuses to approve the acceptance test, such rejection shall be explained in writing.

### *Backups and Procedures*

RECIPIENT will be responsible for maintaining staging and production environments and for performing all necessary back-ups, database monitoring and tuning, recovery, and required product operating procedures.

### *Client Assistance in Resolving Defects*

The client will provide such assistance and cooperate with PROVIDER in helping to identify and address defects. Client delays in providing assistance affecting the total elapsed time of the maintenance task(s) related to the request may result in delayed completion of the task, charge of additional maintenance hours, or both.

### *Payment*

The Maintenance Fee is due annually in advance. RECIPIENT agrees to pay the Maintenance Fee to PROVIDER on or before the Maintenance Fee Due Date set forth in this agreement for the agreed-upon services.

## SUPPORT AND PROBLEM RESOLUTION

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OCM Staffing Inc. will make available, a single Point of Contact (PoC) for issue tracking and resolution of all Level 2 and Level 3 support requests. The support member will be a Subject Matter Expert (SME) on the use and operation of the USAMeals application.

Additional information such as hours of availability, initial contact routes and hours of operation can be found above in the section titled: [Coverage and Terms](#).

### *Support Process*

This agreement includes a finite number of hours of support; these allocated hours of support will expire annually if unused. Support hours include issue resolution for items outside of software defects, meetings to discuss software changes, and enhancements or code changes, such as cosmetic changes on a report.

Support hours may be used for training on an as needed basis. Training includes webinars, continuing education training, additional meetings to educate staff, and user documentation updates at the client request. Hours can be purchased should a client need additional support/training assistance. On-site training sessions may be available and must be negotiated in advance. On-site training sessions will incur additional costs not covered by this agreement including travel and accommodations.

### *Support and Maintenance Services History Tracking System*

PROVIDER will maintain a customer- specific Support and Maintenance Services history. PROVIDER will document all use of support hours including issue, resolution and action dates, to be provided to RECIPIENT as requested.

### *Reporting and Management of Incidents*

Reports of incidents (an "Incident Report") will be made by the client to the OCM Service Desk via the methods as described above. If there are multiple Incidents, RECIPIENT may prioritize their incidents with respect to each other. The Support Desk will log the reported incident and provide RECIPIENT with an Incident tracking number for reference when making follow-up inquiries.

The Incident Report will contain:

- the date and time of the call
- RECIPIENT contact name, e-mail address if available, and telephone number
- a description of the incident

RECIPIENT will provide OCM with as much information as possible to enable the support team to investigate and attempt to identify and verify the reported issue or defect. The client will work with OCM support personnel during the problem isolation process, as reasonably needed. OCM will manage and maintain records with respect to the resolution of all reported Incidents and may facilitate status calls for 'High Impact' or 'Work Stoppage' classifications. OCM will maintain the working history of incident reports

and provide the client with expected resolution dates, and, for defects, a status of where the defect correction is in the correction and quality assurance process.

## WARRANTY AND REMEDIES

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The PROVIDER (OCM) warrants that it will use reasonable efforts to perform the services to conform to generally accepted industry standards, provided that: (a) the SOFTWARE has not been modified, changed, or altered by anyone other than the PROVIDER; (b) the operating environment, including both hardware and systems software, meets the PROVIDER's recommended specifications; (c) the computer hardware is in good operational order and is installed in a suitable operating environment; (d) RECIPIENT (WVDA) promptly notifies the PROVIDER of its need for service; (e) RECIPIENT provides adequate troubleshooting information and access so that the PROVIDER can identify and address problems; and (f) all fees due to the PROVIDER have been paid. THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS MAINTENANCE AGREEMENT, AND THE SERVICES TO BE PROVIDED BY THE PROVIDER UNDER IT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event that these services cannot be provided within a reasonable time after notification, RECIPIENT's sole and exclusive remedy is to terminate this Maintenance Agreement upon written notice to the PROVIDER and to receive a refund of any fees paid for the period beginning on the date the problem requiring correction was reported to the PROVIDER. RECIPIENT ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL OCM STAFFING, INC. ITS STAFF, OR MANGEMENT BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO RECIPIENT IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE. END USER ACKNOWLEDGES AND AGREES THAT THE PROVIDER, ITS STAFF, OR MANAGEMENT SHALL NOT BE LIABLE TO END USER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF THE STAFF OR MANAGEMENT OR REGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## APPENDIX A: TERMINOLOGY AND DEFINITIONS:

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**Test Case Development** – These cases are derived directly from the business requirements and shall be shared with clients prior to test case execution. Test cases cover both positive and negative test scenarios.

**System Integration Testing (SIT)** – The objective of SIT is to verify the correctness of the newly designed items, and their interaction with the other functional areas of the system. Testing focuses on new or altered functionality of application.

**Regression Testing** – Regression Testing is done to confirm that a recent program or code change has not adversely affected existing production features. Regression Testing is a full or partial selection of previously executed test cases which are re-executed to ensure existing functionalities work to specification.

**User Acceptance Testing (UAT)** – OCM provides initial test cases, test monitoring and defect tracking during the UAT test period as well as correct critical defects that are related to the agreement's business and technical specifications and will deliver each release to the client only after such release has been approved by the client.

### **The following terms relating to Incidents and Defects are defined as follows:**

**Defect:** Any non-conformance of the Product to operate in accordance with the Documentation, or the Product to operate in accordance with the Performance Standards.

**Emergency Release:** Corrections to a small number of known errors used to remediate a Major Incident and/or a potential security breach that might cause a Major Incident. PROVIDER will follow the Emergency Change procedure and ensuing Emergency Release procedure to implement an Emergency Release for the impacted Customers.

**Incident:** An unplanned interruption to an IT Service or a reduction in the Quality of an IT Service. Failure of a Configuration Item that has not yet impacted Service is also an Incident.

**Incident Response:** An email, and/or update from the Support Desk or telephone call from OCM acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Incident.

**Interim Resolution:** OCM: (a) reinitiates or restarts, as applicable, the product, if the reported Defect caused the product to be inoperative; (b) enables the client to access the product, as applicable, if the reported Defect caused the client to be unable to access the product; or (c) provides the client with a workaround acceptable to the client that solves or mitigates a reported Defect.

**Issue:** Any of the following: (a) any presently identified event, circumstance, or problem that adversely affects the ability to meet project requirements, or a missed Deliverable Due Date or Critical Milestone Due Date, whether by PROVIDER or RECIPIENT; or (b) any event, problem, difficulty, or circumstance

which affects or may affect the Product or the operation of the Product by the client, including the failure to meet the Performance Standards. Issues do not include Defects (see definition of Defects).

**Major Release:** Contains large areas of new functionality, some of which may eliminate temporary fixes to problems. A major release usually supersedes all preceding minor releases and emergency releases. PROVIDER must push a full (as opposed to partial) set of software components to the appropriate customer environment.

**Minor Release:** Contains small enhancements and fixes, some of which may have already been issued as an emergency release. A minor release usually supersedes all preceding emergency releases. Release and Deployment Management will determine the frequency of minor releases. Minor releases will be deployed as follows:

**Resolution:** A correction or modification that permanently corrects the Defect, or for non-Defect based Incidents, a permanent product that ensures the Incident will not be repeated.

**Service Request:** A request from a user for information, or advice, or for a Standard Change or for Access to an IT Service.

**Work Stoppage:** Defined as a system Defect that directly impacts the daily operation of the business and provides no suitable work around.