



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

## Request for Quotation

RFQ NUMBER

WWV12874C

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

PAUL REYNOLDS  
304-558-0468

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WORKFORCE WEST VIRGINIA  
OFFICE OF ADMIN. SUPPORT-5302

112 CALIFORNIA AVENUE  
CHARLESTON, WV  
25305-0112 304-558-2631

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/22/2012				

BID OPENING DATE:

03/07/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2			964-26		
COMPUTER PROGRAMMING PERSONNEL						
OPEN END CONTRACT						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, WORKFORCE WEST VIRGINIA IS SOLICITING BIDS FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND TECHNICAL SUPPORT SERVICES FOR THE MID ATLANTIC CAREER CONSORTIUM (MACC) SYSTEM PER THE ATTACHED SPECIFICATIONS.						
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						
UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.						
RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she 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/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors 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, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES</p>						

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BID OPENING DATE: 03/07/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.						
REV. 01/17/2012						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: PAUL REYNOLDS FILE 43						
RFQ. NO.: WWV12874C						
BID OPENING DATE: 03/07/2012						
BID OPENING TIME: 01:30 P.M.						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
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CONTACT PERSON (PLEASE PRINT CLEARLY):						
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ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
***** THIS IS THE END OF RFQ WWV12874C ***** TOTAL: _____						

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## **1.1 PURPOSE:**

The purpose of this Request for Quotation (RFQ) is to procure design, development, implementation, and technical support services for the Mid-Atlantic Career Consortium (MACC) system used by WorkForce West Virginia (WorkForce).

## **1.2 RESPONSIBILITIES OF WORKFORCE WEST VIRGINIA:**

WorkForce will provide the following:

- 1.2.1 Administrative support and guidance to the successful vendor. At the vendor's request, WorkForce will provide clarification regarding any State, Department, or Bureau regulations and procedures.
- 1.2.2 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.
- 1.2.3 Adequate work space and supplies.
- 1.2.4 General supervision and direction for vendor staff. WorkForce personnel will guide, prioritize, direct, and evaluate the activities of vendor staff.
- 1.2.5 Reimbursement for any travel expenses incurred by vendor staff at the specific request of WorkForce.

## **1.3 RESPONSIBILITIES OF THE VENDOR:**

The vendor shall provide professional design, development, implementation, maintenance, and support services to the WorkForce MACC unit.

### **1.3.1 Provide two (2) senior programmers (Technical Leads) that must:**

- 1.3.1.1 Perform analysis, scope definition, design, and implementation of new or modified functionality within the application.
- 1.3.1.2 Assist in resolving and tracking help desk and other system issues through on-call as well as offline support.
- 1.3.1.3 Conduct internal reviews of work done by vendor staff as well as client personnel.
- 1.3.1.4 Provide operational support for all users, including client staff, employers, training providers, agency partners, and the general public.

STATE OF WEST VIRGINIA  
WorkForce West Virginia

- 1.3.1.5 Maintain compliance with US Department of Labor (DOL) and West Virginia policies and procedures.
- 1.3.1.6 Field technical questions from both state and MACC unit personnel.
- 1.3.1.7 Implement federal program requirements as stated in DOL Training and Employment Guidance Letters (TEGL) advisories.
- 1.3.1.8 Interface with other state agencies, such as Unemployment Insurance and the Department of Health and Human Resources, to develop data sharing policies and procedures.
- 1.3.1.9 Produce ad-hoc reports based on MACC system data.
- 1.3.1.10 Prepare, maintain, and follow detailed project plans including task assignments, Gantt charts, milestones, and deliverables preceding all development and implementation efforts.
- 1.3.1.11 Thoroughly test all new development, enhancements, modifications, following pre-defined and mutually agreed upon testing scenarios.
- 1.3.1.12 Document all work such that WorkForce staff may analyze the work performed and make adjustments as needed.
- 1.3.1.13 Follow generally accepted industry standard design and development practices which lead to a highly normalized database design and an object oriented modular graphical user interface enabling client personnel to modify system parameters with minimal involvement from vendor staff.
- 1.3.1.14 Attend regular MACC unit and user focus group meetings as requested to discuss problems, future enhancements, etc.
- 1.3.1.15 Participate in knowledge transfer activities with MACC unit staff as directed by the MACC unit manager.
- 1.3.1.16 Provide guidance and expert advice on topics including, but not limited to: emerging technology and tools that will enhance or improve the functionality, performance, and/or robustness of the MACC system and configuration of the technical infrastructure supporting the MACC system.
- 1.3.1.17 Periodically work overtime and/or work outside of normal business hours as needed for system updates, troubleshooting, etc.

- 1.3.1.18 Work under the general supervision and direction of the MACC unit manager.
- 1.3.2 Provide fully dedicated staff to the MACC project. Assigned staff must not share time with other vendor projects.
- 1.3.3 Provide uninterrupted service. In the event of staff turnover, the vendor is responsible for filling vacant positions with individuals of equal or higher qualifications that are pre-approved by WorkForce personnel within two-weeks of the vacancy and at no additional cost.
- 1.3.4 Provide annual technical training and/or education to assigned staff to maintain and improve employee skills.
- 1.3.5 Provide qualified staff that have the following minimums of knowledge, skill, and ability:
  - 1.3.5.1 A minimum of four (4) years of programming experience with VisualBasic 6, COM+, ASP, ASP.Net, C#.Net, XML, XSL, XSLT, TransactSQL, VBScript, and JavaScript. Certifications, course records, and/or references should be supplied to validate the required experience.
  - 1.3.5.2 A minimum of four (4) years of experience with Microsoft Windows Active Directory domain administration, Microsoft SQL Server 2000/2005 administration and clustering, and Microsoft IIS 7.0 Web Server administration. Certifications, course records, and/or references should be supplied to validate the required experience.
  - 1.3.5.3 A minimum of one (1) year experience with configuring and maintaining the WCC ELISE Application Suite for probabilistic data matching. Please provide a reference that can verify experience.
  - 1.3.5.4 A minimum of four (4) years experience with Crystal Reports/Business Objects reporting tools. Please provide a reference that can verify experience.
  - 1.3.5.5 A minimum of three (3) years experience installing, configuring, and using DOL/Mathematica DRVS software for federal data validation. Please provide a reference that can verify experience.
  - 1.3.5.6 A minimum of three (3) years experience with Intel-based server hardware, Cisco PIX, and Cisco CSS hardware. Please provide a reference that can verify experience.



STATE OF WEST VIRGINIA  
WorkForce West Virginia

- 1.3.5.7 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). Please provide a reference that can verify experience.
- 1.3.5.8 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). Please provide a reference that can verify experience.

### **1.3.6 Technical Lead for System Architecture**

- 1.3.6.1 In addition the general requirements outlined above, the Technical Lead for System Architecture will:
- 1.3.6.1.1 Provide overall vision, direction, concepts, and business requirements analysis for the project.
  - 1.3.6.1.2 Prepare estimates and schedules for work and work with the MACC unit manager to assign priorities.
  - 1.3.6.1.3 Develop policies and procedures in coordination with the MACC unit manager to ensure 24/7/365 system operation and support of all system users.
  - 1.3.6.1.4 Support annual DOL data validation efforts by creating samples, compiling and verifying results, and submitting results.
  - 1.3.6.1.5 Oversee the deployment of system changes to the development and production environments.
  - 1.3.6.1.6 Develop and enforce application development standards and best practices within the MACC unit.
  - 1.3.6.1.7 Provide timely responses to WorkForce management.
  - 1.3.6.1.8 Monitor the performance and suitability of the development and production environments. These environments consist of web, application, and database servers in a three tier configuration.

### **1.3.7 Technical Lead for Database Administration**

- 1.3.7.1 In addition the general requirements outlined above, the Technical Lead for Database Administration will:

- 1.3.7.1.1 Serve as the architect for all database development.
- 1.3.7.1.2 Ensure that daily database backups are performed, verified, and secured appropriately.
- 1.3.7.1.3 Provide database administration for both the development and production environments.
- 1.3.7.1.4 Develop and enforce database standards and best practices within the MACC unit.
- 1.3.7.1.5 Migrate and/or bulk insert data as needed.
- 1.3.7.1.6 Monitor performance and capacity usage for the development and production databases and take corrective action as necessary.
- 1.3.7.1.7 Perform consistency checks of the development and production databases and maintain database indexes to ensure minimal fragmentation to optimize performance.
- 1.3.7.1.8 Regularly test the restoration of the production database to the development system.
- 1.3.7.1.9 Develop, generate, maintain, verify, submit, and field questions regarding preliminary, quarterly, and annual DOL reports.
- 1.3.7.1.10 Produce ad-hoc reports, based on programs, regions, service locations, and/or service providers as requested.
- 1.3.7.1.11 Load wage data from the Unemployment Insurance (UI) and Wage Record Interchange System (WRIS).

#### **1.4 OTHER VENDOR REQUIREMENTS:**

- 1.4.1 With the bid quotation, the vendor must provide credible, detailed evidence of experience related to the Mid-Atlantic Career Consortium (MACC) system. The vendor must provide details of the background of the company/organization, the size and location of the company/organization, and the experience, capabilities, and resources of the company/organization which qualify and enable them to complete the project.
- 1.4.2 The vendor must provide a functional organizational chart indicating the

STATE OF WEST VIRGINIA  
WorkForce West Virginia

proposed project structure. The vendor should provide job descriptions and resumes for the key project staff and any other staff who will work on any part of this contract, specifying experience with the vendor and relevant education, experience, and training.

- 1.4.3 With the bid, the bidder must provide at least two (2) references from similar projects within the past three (3) years. These references must include a description of the work performed and contact information for verification.
- 1.4.4 The vendor must provide a written statement acknowledging that all documentation, processes, materials, algorithms, source code, graphical design, applications or any other work products developed under this contract are the sole property of the State of West Virginia and may not be used elsewhere for any purpose without prior written permission.

## 2.0 GENERAL TERMS AND CONDITIONS:

By signing and submitting its bid proposal, the successful Vendor agrees to be bound by all the terms contained in this RFQ.

### 2.1 *Conflict of Interest:*

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

### 2.2 *Prohibition Against Gratuities:*

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion or to pursue any other remedies available under this contract or by law.

### 2.3 *Certifications Related to Lobbying:*

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any

person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers, including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

2.4 *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 the parties to 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 RFQ and resulting contract. Neither the Vendor, nor any employees or contractors of the vendor, shall be deemed to be employees of the State for any purposes 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, and 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

STATE OF WEST VIRGINIA  
WorkForce West Virginia

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.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

2.5 *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 laws.

2.6 *Governing Law:*

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws and regulations, Federal, State and Local Government.

2.7 *Compliance with Laws and Regulations:*

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

2.8 *Subcontracts/Joint Ventures:*

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State



will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

2.9 *Term of Contract & Renewals:*

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period Vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

2.10 *Non-Appropriation of Funds:*

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

2.11 *Contract Termination:*

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of the resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall

STATE OF WEST VIRGINIA  
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be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated by the State with thirty (30) days prior notice.

2.12 *Changes:*

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the State Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

2.13 *Invoices, Progress Payments*

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments, by task/deliverable, may be made at the option of the Agency on the basis of percentage of work completed if so defined in the bid schedule sheet.

Progress payments are permitted. Provided the Vendor has identified milestones or deliverables in the work plan at which compensation would be appropriate. Progress reports must be submitted to Agency with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be

submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

2.14 *Liquidated Damages:*

According to West Virginia State Code §5A-3-4(8), Vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to provide deliverables or meet miles stones identified to keep the project on target. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue to any other additional remedy to which the State or Agency may have legal cause for action including further damages against the Vendor.

2.15 *Record Retention (Access & Confidentiality):*

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors or individuals permitted access by Vendor.

**BID QUOTATION SHEET****3.0 VENDOR'S BID QUOTATION:**

- 3.1 The vendor will include all costs necessary for all services provided pursuant to the terms of this RFQ.
- 3.2 The vendor will include all documents required in Sections 1.3.5 and 1.4 as part of the bid quotation.

<b>Qty</b>	<b>Description</b>	<b>Unit Cost</b>	<b>Total Cost</b>
2	<i>Senior Programmers (Technical Leads)</i>		
	Monthly Rate*		
	*Monthly rate should be based on a 40 hour work week and four weeks per month.		
<b>Grand Total</b>			

**BACKGROUND INFORMATION:**

WorkForce West Virginia (WorkForce) is located at 112 California Ave, Charleston, WV 25305. WorkForce is the primary entity responsible for jobs services and unemployment insurance in the State of West Virginia.

The Mid-Atlantic Career Consortium (MACC) system is an existing Web-based system developed in partnership with other mid-Atlantic states. This electronic system is used by WorkForce West Virginia staff, local WorkForce Investment Board (WIB) personnel, training providers, and partner agencies to deliver services to clients while meeting stringent federal and state requirements for accountability and security.



## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 \_\_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 \_\_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 \_\_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 \_\_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 \_\_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

