

STATE OF WASHINGTON
Criminal Justice Training Commission
SOLE SOURCE POSTING

The Criminal Justice Training Commission contemplates awarding a sole source contract to V2Soft to provide:

An online solution that would allow customers and stakeholders to initiate online payments based upon training and programs from our existing web site.

The web site was drafted and developed by V2Soft to reflect the type of business the Washington State Criminal Justice Training Commission (WSCJTC) provides. The project will need to be an extension of the existing web site. Understanding of the code, platform, and purpose will be required to perform this type of business.

Prior to initiating an online payment, the customer/stakeholder will register for training or a program. The customer will receive an email that confirms the registration. The email will contain a link for the customer to click on, they will be forwarded to the online shopping cart for payment processing, an extension of our existing web page. Once the end user is on the shopping cart, pre-programmed codes will automatically import registration information for the end user. Confirmation reports will need to be implemented for end user.

The contract will be issued on or about 12/1/2014 for 2-3 months with an option to extend the contract if needed. The dollar value is estimated at [\$22,800].

Offerors contemplating the above requirements are required to submit capability statements detailing their ability to meet the state's requirements by [within five (5) calendar days of this announcement]. The following information should be included in the capability statements: A cover letter that covers experience and [A Technical proposal, work schedule, deliverables, background experience, examples of past work, references, and resume.]

In the absence of other qualified sources, it is the state's intent to make a sole source award of the contract.

To submit capability statements or for questions, contact:

Contact Name: Ron Napenias

E-mail: rnapenias@cjtc.state.wa.us

Phone: (206) 835-7297

Washington State Criminal Justice Training Commission		WSCJTC Contract No.	
		Program Index	
This Contract is between the State of Washington, Washington State Criminal Justice Training Commission and the Contractor identified below, and is governed by Department of Enterprise Services Procurement Policies: http://des.wa.gov/about/pi/ProcurementReform/Pages/Policies.aspx			
Contractor Name: V2Soft		Contractor Address 300 Enterprise Drive Suite 100 Bloomfield, MI 48302	
Federal Tax ID Number (FEIN), required before doing business with State of WA 38-3402472		Unified Business Identifier (UBI) required before doing business with State of WA UBI 602587386	
Contractor Telephone 248-904-1700 ext 303		Contractor E-Mail nandini@v2soft.com	
Fax 443-586-0394			
WSCJTC Contact Information			
Manager of this contract or project. Name and Title. Ronald Napenias IT Manager		WSCJTC – IT Department 19010 1 st Ave South Burien, WA 98148	
Telephone 206-835-7297	Fax (206) 835-7929	E-mail Address rnapenias@cjtc.state.wa.us	
Contract Start Date 12/1/2014	Contract End Date 3/1/2015	Contract Maximum Amount \$22,800	
Subcontracting Authorized? Y/N No	Travel Expenses Authorized? Y/N No		
FOR THE WSCJTC:		FOR THE CONTRACTOR:	
Program Manager	Date	Contractor Business Name (if applicable)	
Department Manager	Date	Date	
Executive Director	Date	Contractor signature	
WSCJTC Fiscal Manager	Date	Print Contractor Name & Title	

Statement of Work.

This is a non-competitive Sole Source contract with a Contract Maximum Value \$22,800. The work the Contractor agrees to perform is described below.

Please review the attached document – See Statement of Work, page 4

Exclusive Agreement. This contract, with its attachments and documents incorporated by reference, contains all of the terms and conditions the parties agreed to. No other contract terms or conditions shall be deemed to exist or bind the parties. The parties signing above confirm they have read and understand this entire Contract and have the authority to enter into this Contract. WSCJTC and the Contractor may amend the contract by mutual written agreement.

Fees and limitations. WSCJTC will pay the Contractor at a rate of \$XX per hour or \$XXX per day for performing this work, but no more than the Contract Maximum Amount above. At any time, WSCJTC may direct the Contractor to suspend work on the contract, pay the Contractor for hours expended before the suspension, and no further payments are due until WSCJTC directs the work to resume. If expenses are allowed, they are charged against the Contract Maximum Amount above. Travel expenses, if authorized, shall never include Contractor's regular commute from home to the work site.

Payment. WSCJTC shall pay the Contractor for performance of the Statement of Work, in response to invoices specifying hours worked or work completed, but shall not pay in advance. Payments are made by Electronic Funds Transfer using the bank routing information the Contractor provides.

Industrial Insurance Coverage. WSCJTC will report the Contractor to the Department of Labor and Industries (L&I) as a "non-employee covered worker", and will pay L&I insurance premiums. Any injuries the Contractor suffers in the course of performing this contract are covered by L&I. The Contractor and his/her physician should claim accordingly. If this contract authorizes subcontracting, the Contractor provides L&I coverage for any subcontract workers; WSCJTC and the State assume no liability for them.

Termination. No guarantee of work is made or implied as a result of this Contract: merely signing this contract does not guarantee the Contractor any specific amount of payment. WSCJTC may terminate this Contract by providing written notice to the Contractor. Termination shall be effective on the date specified in the termination notice. WSCJTC shall be liable for only authorized services provided on or before the date of termination.

Assignment. The Contractor may not assign this Contract, or its rights or obligations to a third party.

Confidentiality. The Contractor shall not disclose any information WSCJTC designates confidential. This contract and the Contractor's proposal, if any, become the property of the WSCJTC, subject to the Public Records Act RCW 42.56.

Disputes. If a dispute arises under this contract, it shall be resolved by a Dispute Board. The WSCJTC Executive Director and the Contractor shall each appoint a member to the Board. The Executive Director of the WSCJTC and the Contractor shall jointly appoint a third member to the Dispute Board. The Board shall evaluate the dispute and resolve it. The Board's determination shall be final and binding to all parties to this Contract.

Indemnity. Contractor agrees to hold harmless WSCJTC for any claim arising out of performance or failure to perform the contract, without regard to actual or alleged negligence by State employees.

Governing Law. This Contract shall be governed by the laws of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, State of Washington.

Independent Capacity. The parties mutually confirm that the Contractor is an independent contractor, and not an employee or agent of the WSCJTC or the State of Washington. The Contractor shall not claim to be nor portray itself as an employee or agent of WSCJTC or the State of Washington.

Rights in Data. Material created from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSCJTC, including but not limited to reports, documents, videos, curricular material, exams or recordings. Such materials are subject to RCW 42.56, the Public Records Act; WSCJTC may disclose such documents in accordance with the PRA.

Severability. If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid

provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Contract, and to this end the provisions of this Contract are declared to be severable.

SAFETY and Conduct. While on WSCJTC's premises, the Contractor shall obey all physical, fire or other security regulations communicated to the Contractor by WSCJTC. The Contractor - and its subcontractors and employees if authorized above – shall, during the performance of this contract:

- maintain a professional appearance, grooming and hygiene,
- not engage in conduct which impedes effective training, and
- not possess or come to work under the influence of alcohol or drugs which impair safety and performance, whether legal or illegal.

Waiver. A failure by the WSCJTC to exercise its rights under this contract shall not preclude WSCJTC from subsequent exercise of such rights and shall not constitute a waiver of any rights under this contract unless stated to be such in writing and signed by an authorized representative of WSCJTC and attached to the original contract.