



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 9

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 702868

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS000022349

Legal Name: AgreeYa Solutions, Inc.

Alias/DBA:

Total Bid: \$395,000.00

Response Date: 06/09/2020

Response Time: 18:31

SO Doc Code: CRFQ

SO Dept: 1300

SO Doc ID: STO2000000002

Published Date: 6/2/20

Close Date: 6/10/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 2 Supplemental Staffing for Microsoft Applicatio

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 702868

Solicitation Description : Addendum No 2 Supplemental Staffing for Microsoft Applicatio

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-10 13:30:00	SR 1300 ESR06092000000007376	1

VENDOR
VS0000022349 AgreeYa Solutions, Inc.

Solicitation Number: CRFQ 1300 STO2000000002

Total Bid : \$395,000.00 **Response Date:** 2020-06-09 **Response Time:** 18:31:12

Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature on File	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	Temporary information technology software developers	2000.00000	HOUR	\$81.000000	\$162,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Year 1 / Individual 1
-------------------------------	-----------------------

Comments: Candidate Name: Rahul Modi

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Temporary information technology software developers	2000.00000	HOUR	\$77.000000	\$154,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Year 1 / Individual 2
-------------------------------	-----------------------

Comments: Candidate Name: Poornachandra Rao Meduri

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Temporary information technology software developers	500.00000	HOUR	\$81.000000	\$40,500.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Three (3) Month Renewal Option Individual 1
-------------------------------	--

Comments: Candidate Name: Rahul Modi

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Temporary information technology software developers	500.00000	HOUR	\$77.000000	\$38,500.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Three (3) Month Renewal Option Individual 2
-------------------------------	--

Comments: Candidate Name: Poornachandra Rao Meduri

Resume – Poornachandra Rao Meduri

Below we are providing the resume of Poornachandra Rao Meduri.

POORNACHANDRA RAO MEDURI

.NET APPLICATION DEVELOPER

Poornachandra comes with **over six (6) years** of strong experience in designing, **developing, testing** and supporting various **Web/Windows based applications** using **Microsoft technology** stack including **.NET, ASP.NET Core, C#, Visual Studio, VB.NET (Visual Basic), ADO.NET** and **MVC**. She has extensive experience in developing and **enhancing front-end user interface** using **HTML, CSS, JavaScript, jQuery, and AJAX** technologies. She has strong experience in source/version **controlling**, data collection, reporting and project tracking using **GitHub**.

Poornachandra comes with experience in using **IIS, Win Forms, Web Services, WCF, XML, Microsoft SQL Server** and **MS Team Foundation Server**. She is a good team player with excellent **communication skills** with strong understanding of problem solving, leadership, analytical skills, and ability to provide consulting advice to a client in implementing complex business scenarios. Quick learner, team player and easily adapts to new technology.

Key Highlights:

- Strong experience in developing dynamic and responsive web pages using **HTML5, CSS3, Bootstrap, AJAX, jQuery, JavaScript** and **Angular**
- Experience in design and development of **3-Tier, N-tier distributed architectures, SOA architecture** and **MVC architecture**
- Experience in maintaining the **code repositories** through source controls like **TFS, VSTS, GITHUB, SVN, Azure DevOps** and project tracking using **JIRA, and Confluence**
- Significant experience in all phases of software development lifecycle (**SDLC**) including development, requirement analysis, **system architecture** design & implementation, **testing** and deployment of applications
- Significant experience in implementing class libraries and loosely coupled classes using dependency injection
- Experience in maintaining the code repositories through source controls like **TFS, VSTS, GITHUB, SVN, Azure DevOps** and project tracking using **JIRA, and Confluence**
- Experience in using **Generics, Lambda Expressions, Extension Methods, LINQ to SQL, LINQ to Objects**
- Experience in implementing and consuming **SOAP web services** and **RESTful API's**
- Strong experience in **Object Oriented Analysis, SOLID principles** and **Defensive Coding techniques**
- Experience in creating reusable components and used them multiple times in the application using **Angular**
- Experience with creating **Nintex forms and workflows** for **process automation**

- Strong experience in designing and normalization of relational database, writing queries, stored procedures, indexes for search optimizing, triggers, views, functions using **SQL Server** and **Oracle**
- Strong experience in deploying application through **Azure DevOps**
- Significant experience in creating and deploying reports using **SSRS** and **ETL packages** using **SSIS**
- Experience in Test Driven Development (**TTD**) projects and implementing various Unit Test projects using MS Test to ensure maximum code coverage
- Highly skilled in using **Agile Scrum** and **Test-Driven Methodology**

EDUCATION/TRAINING/CERTIFICATION

Education:

- Master Degree in Computer Science
- Bachelor Degree in Computer science

TECHNICAL ENVIRONMENT

MS .NET Technologies:	.Net Framework, ASP.NET, MVC, ADO.NET, WCF, WPF, Entity Framework, LINQ Connect, Web API's
Programming Languages:	C, C#, C, PL-SQL, T-SQL
Databases:	SQL Server 2008/2008R2/2012, Oracle 10g/11g.
Web Technologies:	HTML5, Bootstrap 4, CSS 3, JavaScript, AJAX, jQuery, Typescript, RequireJS, Angular
Web Servers:	IIS 7.0/6.0
Version Control Tools:	Microsoft TFS, VSTS GITHUB and SVN
Development Tools:	VS 2017/12/10/08, SQL Server Management Studio 2012/08, Toad

MAJOR ASSIGNMENTS

Client: **State of Kentucky**

Sep 2018 – May 2020

Staff Role: **Full stack .NET Developer**

Worked on surface Mining Information System the primary goal of the project is to create an extensive computer database for staff, which can be used for tracking all permitting and enforcement actions on coal mining activity in the Commonwealth of Kentucky. SMIS database contains status of pending and issued permit applications, general background information of permitted coal mining operations, status of mining activity, past or pending violation problems on mining activity

Responsibilities:

- Responsible for analyzing business requirement, performing system analysis to provide estimates and splitting the requirements into small, workable units
- Responsible for conducting meetings with Product owners to gather details about requirements and enhancements
- Designed and built a new fast and secured web application for **SMIS** using **N-tier Architecture**
- Designed and developed the responsive user interfaces of application using ASP.NET MVC Razor views, Bootstrap, **CSS**, **JavaScript** and **jQuery**
- Designed, developed and implemented migration of **Visual Basic (VB) application** to .NET compatible
- Followed MVC architecture to reduce the complexity of the architectural design and to increase the flexibility in developing reusable components
- Used SOLID design principles, developed data access layer, business logic layer of the application using **C#**
- Responsible for managing environments for legacy codes using specific **Docker** containers based on the required architecture
- Used Kendo UI grid controls, date controls, drop down etc. to develop the **UI** and used TypeScript and **jQuery** to handle the **JavaScript** of UI, to make the **Ajax** requests and for manually controlling the Kendo UI grid response
- Used **LINQ** Connect to connect to **Oracle database** to perform **CRUD** operations of user request
- Implemented Authorization and Authentication mechanisms for application using **ASP.NET** identity
- Performed code optimization and refactoring to improve the performance of the application
- Responsible for developing **unit test** cases to ensure the maximum code coverage of the application
- Performed all **API** service request and response tests using the Postman
- Documented the application using GhostDoc
- Implemented enhancements to applications as per the user requirement
- Used Resharper to do on-the-fly code analysis, eliminating errors, removing redundant code
- Created database tables, stored procedures, views, triggers and user defined functions
- Created the Tabular reports using SQL Server Reporting Services (**SSRS**)
- Deployed the application in development and production serves
- Responsible for identifying and Resolve application defects and issues in a timely manner
- Responsible for migration of **SQL Server database** to **SQL Azure** and developed the necessary Stored Procedures and created Complex Views
- Responsible for handling Production tickets from users and provide support in resolving their issues
- Used **Azure DevOps** and **GITHUB** for managing **code repository** and **code review process**

- Used Team Foundation server (TFS) as **repository** and tracking of work
- Used **JIRA** for project tracking and Visual Source Safe and TFS for source code version controlling
- Participated in stand-up meetings and resolved the tasks in **JIRA** Kanban board

Environment: Visual Studio 2017, NET Framework 4.6/4.5, C#.NET, ASP.NET MVC, VB.NET (Visual Basic), IIS, AJAX, Web API, TypeScript, Bootstrap CSS, jQuery, Kendo UI, ReSharper, GhostDoc, LINQ Connect, Oracle database, SQL Server 2016, SSRS, Toad, Postman, GITHUB, Azure DevOps, JIRA, TFS, Angular 2

Client: Cigna Healthcare

Jan 2017 – Aug 2018

Staff Role: .NET Developer

It was an MVC based web application called workflow Designer that has been built for Healthcare Center to manage their patient's information securely, creating workflows to manage facilities and patient inflow and outflow. This system was mostly used by staff for various purposes such as scheduling an appointment for patients with doctor, managing patients medical condition reports, updating or modifying the status of patient information

Responsibilities:

- Designed and developed the web application using the **ASP.NET MVC, Web API** and **C#** Programming language
- Used **MVC** to reduce the complexity of the architectural design and to increase the flexibility in developing reusable components
- Created the responsive user interface using the **HTML5, CSS3**, Bootstrap, JavaScript and jQuery leveraging MVC framework
- Developed MVC Razor views, partial views, layout pages, complex controllers, helper methods and View Models
- Developed the Single Page Application using the **Angular JS**
- Involved in development of the Data access layer, business logic layer and user interface using the .NET Framework
- Created various Web Forms and User Interface Screens using **C#.NET, VB.NET** and **ASP.NET**
- Used **Entity Framework** ORM as repository layer to connect to database
- Implemented **LINQ** queries to perform CRUD operations
- Worked on legacy application such as implementing Business Logic Layer, Data Access layer using **C#** and **.NET**
- Created the login page and performed the client-side validations using **JavaScript**
- Used the **AJAX** features to implement the dynamic web page updates
- Used **jQuery** events and effects for effective communication between the HTML and JavaScript

- Used Entity Framework code first approach and used the **LINQ** to perform the **CRUD** operations of the application
- Developed Data Access Layer using Entity Framework using repository
- Responsible for implementing Authorization and Authentication mechanisms of application controller action methods using the filters
- Followed **Agile methodology** with daily standup's, sprint plan meetings, user stories poker estimation, retrospective meetings
- Used **ASP.NET** Routing to map the incoming requests with the controller actions
- Used Bundling and minification techniques to optimize the web application
- Used the fiddler to debug the Http request and response of the web application
- Created stored procedures, views, triggers and user defined functions
- Created the Tabular and Parameterized reports using **SQL Server Reporting Services**
- Used **JIRA** for project tracking and **TFS, GitHub** for source code version control

Environment: NET Framework 4.5, C#, Visual Studio 2017, ASP.NET MVC 5, VB.NET (Visual Basic), Web API, Entity Framework 5, LINQ, TFS, XML, AJAX, SQL Server 2014, Angular, HTML5, CSS3 Bootstrap, JavaScript, JIRA, SQL Server Management Studio 2017, log4net, Agile.

Client: **DaVita Health Care**

Apr 2015 – Dec 2016

Staff Role: **.NET Developer**

Developed the HealthCare Management System, this is a complete, easy-to-use case management system developed for the nurses, doctors, case managers and healthcare administrators who know the dynamic needs of the health care industry. Working staff from various departments can add or modify the patients and patient's information using created user interfaces of the application. It also includes reports, which makes physicians refer the patients.

Responsibilities:

- Developed multiple applications using various **Microsoft .NET Technologies** such as **C#, VB.Net (Visual Basic)** and **ASP.NET**
- Designed and developed the Application using **ASP.NET MVC**, Razor Syntaxes and Razor view engine
- Developed Web Application using ASP.NET MVC and **ASP.NET** Web forms application linked to firm-wide SQL Server databases with **C#** programming language
- Designed and developed user interface with **HTML, CSS, Bootstrap, JavaScript, jQuery, Angular JS** and **AJAX**
- Responsible for implementing the client-side validations using JavaScript and jQuery
- Developed Custom Controls and User controls for reusable part of the web pages using **C#. NET** with **ASP.NET**

- Created **WCF REST Services** and used different bindings to make it available to different types of clients
- Implemented **Web API** service's CRUD operations with HTTP Verbs GET, POST, PUT and DELETE
- Designed and developed various abstract classes, interfaces, classes to construct the business logic in Model using **C#**
- Followed **Agile Methodology** involving daily scrums meetings, sprint meetings (Planning, Review, Retro) to meet project deadlines
- Used **ADO.NET** Entity Framework extensively for data retrieving, querying, storage, searching and manipulations using LINQ
- Used data binding controls like Grid View, Data List and drop-down boxes and Mapping page fields to the database fields
- Responsible for developing stored procedures, functions, triggers using **SQL** and **T-SQL** in **SQL Server 2012** for fetching data and binding
- Used Report Wizard, Report Builder and Report Manager for developing reports and deploying reports in **SSRS**
- Used **JIRA**, **QC** for bug tracking and Project tracking status
- Used Microsoft Team Foundation Server (**TFS**) for version control and **source code** maintenance
- Deployed the application in **IIS** sever
- Created test cases and performed unit testing using **Nunit**

Environment: Visual Studio.NET 2012, VB.NET (Visual Basic), Microsoft.Net Framework 4.0/3.5, Entity Framework, C#, ASP.NET, MVC 5, T-SQL, XML, Bootstrap, HTML5, CSS, AJAX, JavaScript, jQuery, Angular JS, JSON, User Controls, WCF RESTful Services, WEB Services, IIS 7.0, SQL SERVER 2012, TFS

Client: **Lloyds Banking Group**

Sep 2014 – Mar 2015

Staff Role: **.Net Developer**

The project is focused on application called Proposed Loan Processing (PLP) which is used by Relationship manager to check all the details of the customer by bringing data from various applications and then taking a decision on proposed loan

Responsibilities:

- Involved in understanding and transmitting the business requirements for the project, and translating these into functional specifications
- Involved in the complete **SDLC** process, which involved analysis, design, implementation, Testing, and Maintenance
- Developed **MVC** pattern using Entity Framework for the Data Access Layer and UI with **jQuery/Bootstrap** for the front end

- Developed UI Layer, Business Logic Layer, created database Stored Procedures, unit and integration testing of the application
- Created custom **ASP.NET** user Controls used in the entire application for reusability
- Developed Business logic layer using Object Oriented Methodology
- Extensively worked on **ASP.NET**, Created Web Service in ASP.Net as Database Layer
- Integrated with the external systems
- Connected to the backend through **ADO.NET** for interacting with database objects
- Created Stored Procedures that encapsulated business rules
- Involved in **PL/SQL** programming for **Oracle 11g** for creating triggers, functions and stored procedures
- Involved in Configuration and Implementation of the entire application
- Used **TFS** for keeping track of the different versions of code
- Deployed applications in the staging as well as in the production environment
- Used agile software development environment **SCRUM** through Test Driven Development (**TDD**) and extreme programming to ensure teamwork, collaboration and process adaptability throughout the life cycle of the project

Environment: Visual Studio 2010, ASP.NET, ADO.NET, C#.NET, VB.NET (Visual Basic), Web Services, JavaScript, HTML, CSS, XM

Recent Project Example – Poornachandra Rao Meduri

Below we are providing the recent project example of Poornachandra Rao Meduri.

Non-Coal Information System (NCIS)

Technologies used: Visual Studio 2017, NET Framework 4.7.2, C#.NET, ASP.NET VB.NET, MVC, Web API, TypeScript, Bootstrap CSS, HTML, jQuery, Kendo UI, Resharper, GhostDoc, LINQ Connect, Oracle database, Toad, Postman, Beyond Com_pare, Azure DevOps, JIRA
Scope of the project is, re writing the old Microsoft Access Database Application into Web Based Application.

Responsible for:

- Designed and developed responsive user interfaces for NCIS using HTML, CSS, Bootstrap
- Developed Razor pages, Partial pages
- Used Kendo UI grid controls like Kendo Grids, date controls, dropdowns for data representation on client side
- Performed Client-side validations using typescript and Server-side validations with C#
- Developed data access layer, business logic layer for Application
- Implemented Web API services with HTTP Verbs GET, POST, PUT, DELETE
- Used Postman to test the Web Service request and responses
- Used GhostDoc to document the code
- Used LINQ Connect to connect to Oracle Database to perform CRUD operations
- Used Toad database management tool to connect to Oracle database
- Created database tables, stored procedures, views, Sequences, triggers and user defined functions
- Developed Unit test cases with MOQ
- Migrating data from Access Database to Oracle
- Deploying Application to on servers
- Using Azure DevOps for source code version control and JIRA for Project tracking

References – Poornachandra Rao Meduri

Below we are providing the references of Poornachandra Rao Meduri.

Reference #1	
Contact Name:	Bharat Kumar Gade
Company Name:	Commonwealth of Kentucky, Energy and Environment Cabinet (EEC)
Email ID:	Bharat.Gade@ky.gov
Phone Number:	+1 (682) 217-5546

Reference #2	
Contact Name:	Sai Kiran
Company Name:	Commonwealth of Kentucky, Energy and Environment Cabinet (EEC)
Email ID:	Sai.Kiran@ky.gov
Phone Number:	+1 (937) 782-8356

Reference #3	
Contact Name:	Kalyan Poshala
Company Name:	Commonwealth of Kentucky, Energy and Environment Cabinet (EEC)
Email ID:	Kalyan.Poshala@ky.gov
Phone Number:	+1 (845) 706-3112

Resume – Rahul Modi

Below we are providing the resume of Rahul Modi.

RAHUL MODI

.NET APPLICATION DEVELOPER

Rahul is **Microsoft Certified Technology Specialist** with over **thirteen (13) years** of extensive experience in implementing Web-based large scalable Enterprises Applications using **.NET technologies**. He is highly skilled in **rewriting** code of **MS Access** and **VB 6.0 old application** with **.Net Framework** using **C#** and **ASP.NET**. He has experience in **code review**, build and deployment with **GIT** and Team Foundation Server (TFS) as **Source Control**. He has extensive experience in designing and implementing GUI using **C# .NET, ASP.NET Web Forms, MVC** and Razor through **MS Visual Studio 2017** environment.

Rahul comes with experience in creating **Web Services** using **WCF** and **RESTful web API**. He has experience in using and maintaining data in **MS SQL server**. He has strong experience in developing complex technical solutions and implementing data privacy using advance **technical** skills. He is a good team player with excellent **communication skills** with proven ability in **delivering** productive high-quality solution within defined deadlines following industry **best practices**.

Key Highlights:

- Experience in complete Software Development Lifecycle (**SDLC**) and well versed in software development methodology and design pattern that includes good analytical and sharp problem-solving skills
- Significant experienced in developing **multi-tier Web Applications** using **C#, VB.NET, ASP.Net, ADO.NET, JavaScript, CSS, Bootstraps, Kendo UI, .Net Framework (4.8-1.x)** and **.NET Core Framework**
- Experience in developing and consuming Web Services, REST APIs and related technologies using **XAML, XML, XSL-FO, XSL, XSD, XSLT SOAP, WSDL, UDDI, AJAX, JSON** and **jQuery**
- Experience in large **N-Tier, Client/Server Architecture, Object-Oriented Application/Programming/Design** and **Service-Oriented Architecture (SOA)**
- Strong experience in **Model View Controller (MVC)** and **Model View -View Model (MVVM)** using development and implementation for object-oriented design patterns with **SCRUM, Agile environment** and methodology
- Experience in implementing **WCF** and **LINQ** project in **.NET Framework 4.8**
- Extensive experience in developing and managing application **VB (6.0)** using **Classic ASP, IIS, HTML5, DHTML** and **VBScript**
- Significant experience in developing large scale, fully normalized, and highly complex **Relational Databases** using **SQL Server (MS-SQL), DB2, MS Access** that include **T-SQL**,

- PL/SQL, Stored Procedures, Triggers, functions, Cursors, Views, Indexes, Constraints, normalization processes and Data Modeling
- Experience in creating reusable custom User Controls in **WPF** (OOP) for multiple projects with rich **UI components**
- Significant experience on Software configuration management using Visual Source Safe (VSS), Team Foundation Server (TFS 2010 – 2015), Azure Devops and **GitHub**.
- Strong experience in migrating **VB** and **MS Access Application** in **.NET** and Migrate Classic **ASP Application** in **ASP.NET**
- Highly skilled administration and Deploy ASP.Net Applications on **IIS**
- Experience in data manipulation on **SQL Server** using DTS and SSIS
- Experience in developing data reports using **Crystal Report**, and SQL Server reporting services (**SSRS**)
- Excellent technology absorption capability with any kind of web and Client/Server Application
- Well versed with Back-end, middle tier, frontend and GUI Development
- Highly skilled in test procedures and analyzing the test results, Unit Testing with **NUnit**

EDUCATION/TRAINING/CERTIFICATION

Education:

- Master degree in Computer Science
- Bachelor degree in Computer Science

Certification:

- Microsoft Certified Technology Specialist

TECHNICAL ENVIRONMENT

Technical Skills:

Visual Studio (2019, 2017, 2012), Team Foundation Server, .NET Framework (4.8-1.x) and .NET Core Framework
C#, VB.NET, ASP.NET Web Forms, MVC, MVVM, ADO.NET, AJAX, LINQ, WCF, XMAL Forms, Classic ASP, Entity Framework
Web Services, RESTful Web API implementation, SOAP, WSDL, XML XLST, Java Script, VB Script, CSS, Bootstrap, Kendo UI, IIS 7.0, HTML
SQL Server (2017-2005), SQL Server Reporting Services (SSRS), DTS, SSIS, T-SQL, PL/SQL, DB2 8.2, Crystal Report (XI-7.0)

MS Access, VB 6.0, ODBC, OLE DB VBA (Word, Excel), Visual Source Safe (VSS)
Windows Server 2003–2000 Windows XP
Learning scripting language, Perl, Python

MAJOR ASSIGNMENTS

Client: Idaho Department of Water Resources

Sep–2017 – May 2020

Staff Role: Senior .NET Developer

Worked on large Web based Application to manage water resources for various department including Water Rights, Water Supply Bank, Well, Water Districts, Adjudication and legal to manage Water Rights, Application for Permit, Amendments, Transfers, Splits, Injection Well, Legal Notice, Ownership Change and Legal reports for courts. Working on Various Reports in IDWR Enterprise Databases. Collecting data from various distributed sources like excel, Web Services, FTP and more than 8 working systems.

Responsibility:

- Designed and implemented the GUI using **C# .NET**, **ASP.NET Web Forms**, **MVC**, and **Razor** through MS Visual Studio 2017 environment
- Involved in designing, developing and defining Front-end **UX/UI**, application architecture for different modules using **C#**, **ASP.NET (4.8)**, **ASP.NET CORE**, Angular 2.0
- Used kendo UI control for fast development
- Wrote the code of **MS Access** and **VB 6.0** for old application with **.NET Framework** using **C#** and **ASP.NET**
- Built **WCF** service for user controls and consume this service in various project
- Implemented various windows application as per client requirement
- Designed XML, XSLT and UML for message passing and display data contains
- Designed and implemented the data access layer using **Entity Framework 6**
- Designed and maintained data in **MS SQL Server 2017**
- Created and managed various report from MS SQL Server using SQL Server Reporting Services (**SSRS**)
- Managed project with different version of code and used by users for Team Foundation Server (**TFS**)
- Responsible for creating Use Cases, Review note, Change Request, Flowcharts and Component Diagrams, Developer and User documentation
- Participated in several performance analysis brainstorming sessions and meetings
- Wrote complex Stored Procedures, Function and triggers
- Involved in **database design**, Creation, Manipulation and Performance Turning
- Designed and developed n tier Architecture application with Multiple layer (Business Layer, Database Layer, Front End layer) for multiple Database

- Analyzed, designed and implemented the **framework code** for reusability and used object-oriented technology of .NET
- Administrated software configuration and used **TFS 2015, Azure Devops and GitHub**
- Designed and Implemented the Data Access using **ADO.NET and LINQ**
- Designed and developed **RESTful Web API** interacting database operations
- Organized test suites for both unit testing and integration testing

Environment: C# .NET, ASP.NET, AngularJS, Entity Framework, SQL Server 2017, Visual Studio 2017–2019, LINQ, Component One, AJAX, CSS, Bootstrap, JavaScript, JSON, jQuery Scripts Language, .NET Framework (4.8–1.x) and .NET Core Framework

Client: Resbird Technologies Pvt. Ltd.

Jul–2013 – Jul 2017

Staff Role: Senior .NET Developer

Worked on Web Based Travel applications which are responsible for Airline ticket reservation as Front-end UI developer. Self-Booking tools for small agents to configure their credential and make a booking on various airline and reservation system. Creating BookMux in VB.NET Used as a Business layer to combine the result of all airline and other service providers in the single result as per business logic and return to the presentation layer. This project responsible for Search to the Booking process. Bookmux consumes Web Service of all service providers and Airline such as GlobeForex, Riya, RedBus, SpiceJet (NewSkies), Indigo (New Skies), GoAir (Redixx), TBO (Travelo Boutique Online), 1A (Amadeus), AirCosta (AIRS), Xchange, Yatra.

Developed a web-based Service Oriented Architecture Flight turnaround time application to provide graph-based drill down report to associates of Amadeus it consisted fully customizable advanced total time taken by flight at various stages like take off, landing, aligning, issue boarding pass, boarding passenger information module. This tool including conditional orders and alerts, level II quotes, interactive charts and streaming informative data, for research. Active Directory authentication used for check credential of user

Responsibility:

- Managed web-based portal using **C#, ASP.NET Web Forms, MVC and SQL Server**
- Created BookMux in **VB.NET, Web Services** and used **WCF** as a business layer to handle search to booking process and combine all airline services (3rd party solutions) in a single service
- Used Kendo UI control for fast development
- Implemented Window Communication Foundation (**WCF**) to get information from associates in the project
- Involved in **code review**, build and deployment with **GIT** and Team Foundation Server (**TFS**) as **Source Control**
- Designed and developed **RESTful Web API** interacting database operations

- Build WCF Service for user controls and consumed this service in various project
- Designed XML, **XSLT** and **UML** for message passing and display data contains
- Designed and implemented the Data Access layer using **Entity Framework 6**
- Designed and maintained data in **MS SQL Server 2015**
- Developed cloud development with **Microsoft Azure**
- Generated various report from SQL Server Reporting Services (**SSRS**)
- Managed project with different version of code and used by user for Team Foundation Server
- Responsible for creating Use Cases, Review note, Change Request, Flowcharts and Component Diagrams.
- Participated in several Performance Analysis brainstorming sessions and meetings
- Wrote complex Stored Procedures, Function, Triggers in **SQL Server**
- Involved in Database development, Designed, Created, Manipulated and Performance Tuning
- Designed **n tier architecture** application with Multiple layer (Business Layer, Database Layer, Front End layer) for multiple Database
- Analyzed, designed and implemented the Framework code for reusability and to use object-oriented technology of **.NET**
- Administrated software configuration using **TFS 2010**
- Designed and implemented the Data Access using **ADO.NET** and **LINQ**
- Organized test suites for both **unit testing** and **integration testing**
- Involved in the identification and developing various modules
- Managed, developed and enhanced the tools application using Agile Methodology, Service Oriented Architecture and OOD/OOP

Environment: Visual Studio 2008, C#.NET, VB.NET, ASP.NET, Angular 2.0, SQL Server 2012–2015, TFS 2010, Crystal Report XI, AJAX, CSS, Bootstrap JavaScript, JSON, jQuery, Microsoft Azure

Client: Amadeus

Jan 2008 – Jun 2013

Staff Role: Module Leader

Worked on Web Based Travel applications which were responsible for Airline ticket reservation as Front-end UI developer. Self-Booking tools for small agents to configure their credential and make a booking on various airline and reservation system. Worked on Departure Control System (DCS) which helps the airline to manage passenger at the time of boarding. Worked on Hardware Integration like boarding pass printer, Bag Tag Printer, Barcode Scanner, Passport Scanner and Magnetic Card Reader.

Created BookMux in VB.NET Used as a Business layer to combine the result of all airline and other service providers in the single result as per business logic and return to the presentation layer. This project responsible for Search to the Booking process. Bookmux consumes Web Service of

all service providers and Airline such as GlobeForex, Riya, RedBus, SpiceJet (NewSkies), Indigo (New Skies), GoAir (Redixx), TBO (Travelo Boutique Online), 1A (Amadeus), AirCosta (AIRS), Xchange, Yatra.

Developed a web-based Service Oriented Architecture Flight turnaround time application to provide graph-based drill down report to associates of Amadeus it consisted fully customizable advanced total time taken by flight at various stages like take off, landing, aligning, issue boarding pass, boarding passenger information module. These tools included conditional orders and alerts, level II quotes, interactive charts and streaming informative data, for research. Active Directory authentication used for check credential of user.

Developed application using WF, WCF Web Services to collect information from different sources/ boundaries of data and shown this information in graphical form to all associates.

Responsibility:

- Managed Web Based Portal Using **C#, ASP.NET** Web Forms and SQL Server
- Created BookMux in **VB.NET, Web Services** and used WCF as a Business layer to handle search to booking process and combine all airline services in a single service
- Implemented Window Communication Foundation (**WCF**) for to get information from Associates in the project
- Implemented WCF for new phases of the project in **.NET Framework 3.5**
- Implemented various services such as Airline Service Globe Forex, Riya, RedBus, New Skies, Redixx, Navitair TBO (Travelo Boutique Online), 1A (Amadeus) and AIRS
- Built WCF Service for User Controls and consumed this service in various project
- Designed **XML, XSLT** and UML for message passing and display data contains
- Designed and implemented the Data Access layer using **Entity Framework**
- Designed and maintained data in **MS SQL Server 2012**
- Generated various report from MS SQL Server using SQL Server Reporting Services (**SSRS**)
- Managed project with different version of code and used by user for Team Foundation Server (**TFS**)
- Included activities such as creating Use Cases, Review note, Change Request, Flowcharts Component Diagrams and participated in several Performance analysis brainstorming sessions and meetings
- Wrote complex Stored Procedures, Function, Triggers in **SQL Server**
- Involved in Database Design, Creation, Manipulation and **Performance Turning**
- Design n tier Architecture application with **Multiple layer** (Business Layer, Database Layer, Front End layer) for multiple Database
- Analyzed, designed and implemented the Framework code for reusability and used object-oriented technology of **.NET**
- Administrated software configuration using TFS 2010
- Designed and implemented the Data Access using **ADO.NET** and **LINQ**
- Designed and developed **RESTful Web API** interacting database operations

- Organized test suites for both unit testing and integration testing
- Identified and developed various modules
- Created and designed **analytical reports** using crystal report/business object IX
- Managed, developed and enhanced the tools application using **Agile Methodology**, Service Oriented Architecture and OOD/OOP

Environment: Visual Studio 2008, C#.NET, VB.NET, ASP.NET, SQL Server 2008–2012, TFS 2010, Crystal Report XI, AJAX, CSS, JavaScript, jQuery, WCF

Client: **Binary Semanties Limited**

Jan–2007 – Dec 2007

Staff Role: **Senior .NET Consultant**

Worked on Web Based Warehouse Management System Handles Multiple Client for a Logistic solution. Managed their stock and inventory in the warehouse and processing their STA, DO For a various dealer of Client. Implemented and customized this solution on Apple, Lenovo, Timkin using VB.NET, ASP.NET, and SQL Server.

Responsibility:

- Provided production support to maintain case management tool
- Improved style sheet and compatible system in all four browsers (IE, Firefox, Chrome, Safari)
- Developed document attachment module for attaching multiple files.
- Designed and implemented the Data Access using **ADO.NET**
- Wrote complex Stored Procedures, Function and Triggers
- Involved in **Database Design**, Creation, Manipulation and Performance Tuning
- Created **UML** Use Case, Class, State, Sequence, Activity Diagram using Visio 2007
- Used Entity Framework in some of the modules
- Configured and used RFID Objects for security of warehouse goods

Environment: Visual Studio 2005, VB.NET, ASP.NET, SQL Server, DTS, AJAX, CSS, JavaScript

Recent Project Example – Rahul Modi

Below we are providing the recent project example of Rahul Modi.

Idaho Department of Water Resources (IDWR)

Worked on large **Web based Application** to manage water resources for various department including Water Rights, Water Supply Bank, Well, Water Districts, Adjudication and legal to manage Water Rights, Application for Permit, Amendments, Transfers, Splits, Injection Well, Legal Notice, Ownership Change and Legal reports for courts. Working on Various Reports in IDWR Enterprise Databases. Collecting data from various distributed sources like excel, Web Services, FTP and more than 8 working systems.

Resbird Technologies Pvt. Ltd.

Worked on Web Based Travel applications which are responsible for Airline ticket reservation as Front-end UI developer. Self-Booking tools for small agents to configure their credential and make a booking on various airline and reservation system. Creating BookMux in **VB.Net** Used as a Business layer to combine the result of all airline and other service providers in the single result as per business logic and return to the presentation layer. This project responsible for Search to the Booking process. Bookmux consumes Web Service of all service providers and Airline such as GlobeForex, Riya, RedBus, SpiceJet (NewSkies), Indigo (New Skies), GoAir (Redixx), TBO (Travelo Boutique Online), 1A (Amadeus), AirCosta (AIRS), Xchange, Yatra.

Amadeus

Developed a web-based Service Oriented Architecture Flight turnaround time application to provide graph-based drill down report to associates of Amadeus it consisted fully customizable advanced total time taken by flight at various stages like take off, landing, aligning, issue boarding pass, boarding passenger information module. This tool including conditional orders and alerts, level II quotes, interactive charts and streaming informative data, for research. Active Directory authentication used for check credential of user

References – Rahul Modi

Below we are providing the references of Rahul Modi.

References #1	
Contact Name:	Glen Gardiner, IT Manager
Company Name:	IDWR
Email ID:	Glen.Gardiner@idwr.idaho.gov
Phone Number:	+1 (208) 287-4872

Reference #2	
Contact Name:	John McKay, IT Software Engineer II
Company Name:	IDWR
Email ID:	john.mckay@idwr.idaho.gov
Phone Number:	+1 (208) 287-4883

Reference #3	
Contact Name:	Mathias Greg, IT Services Bureau Chief
Company Name:	IDWR
Email ID:	Greg.Mathias@idwr.idaho.gov
Phone Number:	+1 (208) 287-4888



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

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 702868

Doc Description: Addendum No 2 Supplemental Staffing for Microsoft Applicatio

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-02	2020-06-10 13:30:00	CRFQ 1300 STO2000000002	3

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: Vendor Name: AgreeYa Solutions, Inc.
 Address: 605 Coolidge Drive,
 Folsom, CA 95630
 Phone: +1 (916) 294-0075

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN # 20-2965578

DATE 06/09/2020

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 2 is being issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary information technology software developers (Rahul Modi)	2000.00000	HOUR	\$ 81.00	\$ 162,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Temporary information technology software developers (Poornachandra Rao Meduri)	2000.00000	HOUR	\$ 77.00	\$ 154,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Temporary information technology software developers (Rahul Modi)	500.00000	HOUR	\$ 81.00	\$ 40,500.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Three (3) Month Renewal Option
Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary information technology software developers (Poornachandra Rao Meduri)	500.00000	HOUR	\$ 77.00	\$ 38,500.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Three (3) Month Renewal Option
Individual 2

STO2000000002	Document Phase Final	Document Description Addendum No 2 Supplemental Staffing for Microsoft Applicatio	Page 4 of 4
----------------------	--------------------------------	--	------------------------------

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**EXHIBIT A
PRICING PAGE**

Quantities listed below are estimates only and shall be used for evaluation purposes only. The Agency will only pay for actual hours worked. The per-hour fee per individual shall be inclusive of all costs, administrative expenses, and travel related expenses per the general terms and conditions, and specifications. Note: Vendors are not permitted to change this Pricing Page.

Year 1 – Individual # 1 (Rahul Modi)

2,000 hours (estimate)	x	\$ <u>81.00</u> hourly rate	=	\$ <u>162,000.00</u> annual cost (a)
-----------------------------------	----------	------------------------------------	----------	---

Year 1 – Individual # 2 (Poornachandra Rao Meduri)

2,000 hours (estimate)	x	\$ <u>77.00</u> hourly rate	=	\$ <u>154,000.00</u> annual cost (b)
-----------------------------------	----------	------------------------------------	----------	---

Year 2 – Optional Renewal Term (Three Month Cycles) – Individual # 1 (Rahul Modi)

500 hours (estimate)	x	\$ <u>81.00</u> hourly rate	=	\$ <u>40,500.00</u> each 3-month cost
---------------------------------	----------	------------------------------------	----------	--

(Poornachandra Rao

Year 2 – Optional Renewal Term (Three Month Cycles) – Individual # 2 Meduri)

500 hours (estimate)	x	\$ <u>77.00</u> hourly rate	=	\$ <u>38,500.00</u> each 3-month cost
---------------------------------	----------	------------------------------------	----------	--

Award will be based on the total cost of Year 1 for both individuals.

Total Cost for Supplemental Staff (a+b)

\$ 316,000.00

Helping
Governments Stay
Connected &
Productive



Microsoft
Partner



Gold Collaboration and Content
Gold Application Development
Gold Datacenter



Microsoft
FastTrack
Partner

Microsoft
CityNext

PROPOSAL FOR SUPPLEMENTAL STAFFING FOR MICROSOFT APPLICATION DEVELOPMENT

SOLICITATION No. CRFQ 1300 STO200000002
PROC FOLDER: 702868

Prepared for:



June 10, 2020

Table of Content

1. Cover Letter	3
2. CRFQ First Page	6
3. Experience	9
4. References	13
5. Candidate Resumes	14
5.1 Candidate 1 – Rahul Modi	14
5.2 Candidate 2 – Poornachandra Rao Meduri	21
6. Recent Project Example	28
6.1 Candidate 1 – Rahul Modi	28
6.2 Candidate 2 – Poornachandra Rao Meduri	29
7. Candidates References	30
7.1 Candidate 1 – Rahul Modi	30
7.2 Candidate 2 – Poornachandra Rao Meduri	31
8. General Terms and Conditions	32
9. Specifications	45
10. Exhibit A – Pricing Page	50
11. Purchasing Affidavit	51
12. Exception from the General Terms & Conditions	52
13. Addendum Acknowledgement Form	54

1. Cover Letter

June 10, 2020

Attn: Melissa Pettrey, Senior Buyer
West Virginia State Treasurer's Office (STO)
Address: WEST VIRGINIA STATE TREASURERS OFFICE
322 70TH ST SE, CHARLESTON, WV, 25304
Phone: +1 (304) 558-0094
Email: Melissa.k.Pettrey@wv.gov

Subject: Response to West Virginia State Treasurer's Office Solicitation No. CRFQ 1300 STO2000000002 for Supplemental Staffing for Microsoft Application Development.

AgreeYa Solutions ("AgreeYa") is pleased to submit this proposal to West Virginia State Treasurer's Office (STO) for providing **Microsoft Application Development Service**. For this, we are proposing our highly qualified **Software Developers** who have extensive expertise experience in developing web applications using Microsoft .NET technologies and implementing new source code control system using **GitHub Enterprise Server**.

AgreeYa has been engaged in delivering quality services to numerous **public sector agencies** since our inception in 1999. Over last 21 years, we have demonstrated our commitment to successfully provide Microsoft Application Development services for multiple public sector agencies leveraging our management, functional and technical competence and by providing services & several qualified resources with increased Return on investment (ROI) and decreased Total Cost of Ownership (TCO) for the public sector organizations.



AgreeYa is recognized as **#1 Information Technology Consulting Companies in the Sacramento region** by **Sacramento Business journal** with over 1800 professionals delivering solutions and services and is a testimony of our IT Consulting capability.



AgreeYa has also been recognized by **Microsoft** as a **CityNext Partner** for its contribution towards enablement of Cities/ Counties/ Districts in adopting to the latest technology platforms, thus empowering governments, business and citizens. AgreeYa is an **SEI CMMI** and **ISO 9001:2015** certified organization ensuring quality deliverables for our clients. We deliver value through our collaborative engagement, domain knowledge, technical expertise, and flexible approach.

Our Understanding:

AgreeYa understand that the STO is looking for highly qualified **Software Developers** for Microsoft Application Development services to review, re-write & modify legacy web and desktop applications and to make sure that application comply with **modern software development and security standards**. We also understand that STO is in the process of implementing a new source control system utilizing **GitHub Enterprise Server**. We understand that currently STO doesn't have a code repository solution as many developers have worked in past. We also understand that STO does not have the Code Repository Solution so the available source code for the applications, is stored either on a server or on a developer's workstation or network drive.

Our Solution:

We believe that AgreeYa brings the right mix of prior relevant business experience, technology, and business expertise, relevant project experiences, and cherry-picked professionals to execute this project that differentiates us from the competition in delivering quality service. Lastly, STO can trust that the proposed resources will deliver the engagement in a professional manner that will exceed your time, cost, and quality expectations.

Our proposed **Software Developers** will review the application from a functionality standpoint and recreate it from scratch. Our proposed developers have extensive expertise in **migrating** all applications **source code** in to **new source code** repository, along with writing the technical documentation for all the applications. Our proposed candidates have strong experience in designing, **developing, testing** and supporting various **Web/Windows based applications** using **Microsoft .NET** technologies and implementing new source code control system using **GitHub Enterprise Server**. Both candidates have extensive experience in rewriting the code of **Visual Basic** old application with **.NET Framework**.

Below are our proposed candidate(s) for this opportunity:

Resource Name	Role	Differentiators
Rahul Modi	Software Developer	<ul style="list-style-type: none">• Microsoft Certified Technology Specialist• Strong experience working on Microsoft .NET Technologies, Experience in using GIT Hub server for administrating software configuration
Poornachandra Rao Meduri	Software Developer	<ul style="list-style-type: none">• Strong experience working on Microsoft Technologies, Experience working on GIT HUB server

We acknowledge all the addendums provide by the agency and assures that all the changes have been incorporated while preparing the response. And, we appreciate the opportunity of working with STO for the proposed engagement. If you have any questions regarding our proposal, please do not hesitate to contact me directly.

Sincerely,



Sanjay Khosla, Managing Partner
AgreeYa Solutions, Inc.,
605 Coolidge Drive, Folsom, CA 95630
P: +1 (916) 813-6300 | E: PreSales@agreeya.com

2. CRFQ First Page

Below we are providing the CRFQ First Page.

	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 34 — Service - Prof
---	---	---

Proc Folder: 702868			
Doc Description: Addendum No 2 Supplemental Staffing for Microsoft Applicatio			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-06-02	2020-06-10 13:30:00	CRFQ 1300 STO2000000002	3

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: Vendor Name: AgreeYa Solutions, Inc. Address: 605 Coolidge Drive, Folsom, CA 95630 Phone: +1 (916) 294-0075			

FOR INFORMATION CONTACT THE BUYER		
Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov		
Signature X 	FEIN # 20-2965578	DATE 06/09/2020

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

ADDITIONAL INFORMATION:

Addendum

Addendum No. 1 is being issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary information technology software developers (Rahul Modi)	2000.00000	HOUR	\$ 81.00	\$ 162,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Temporary information technology software developers (Poornachandra Rao Meduri)	2000.00000	HOUR	\$ 77.00	\$ 154,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Temporary information technology software developers (Rahul Modi)	500.00000	HOUR	\$ 81.00	\$ 40,500.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Three (3) Month Renewal Option
Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary information technology software developers (Poornachandra Rao Meduri)	500.00000	HOUR	\$ 77.00	\$ 38,500.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Three (3) Month Renewal Option
Individual 2

3. Experience

AgreeYa is providing IT Resource for Microsoft Application Development Services to public and private sector agencies for over 21 years. We provide the right talent, at the right time, and the right experience level to help organizations meet changing business and technology demands by utilizing our in-house teams and a database of over 200,000 resources. The core focus of our services is in providing highly trained and experienced IT professionals at different experience levels with best fit in-house projects or customer assignments. In multiple instances, our clients and consultants have recognized and appreciated our commitment to deliver the best value efficiently and ethically. With years of experience, we have demonstrated our capability in over **150** projects similar to this multiyear contract and have earned over 550 customers including over **50+ such multiyear contracts** with establishments as shown in table below: Most of our clients we have since our inception.

- DIR, TX MSA
- CMAS
- MSA Placer County
- State of Arkansas
- State of WA
- San Joaquin County
- IT Support Master Agreements, LA County
- San Mateo County, Contingency Staffing Services
- Fresno County, CA
- California Public Employees' Retirement System (CalPERS), MSA
- Information Technology Support Service Master Agreements, LA County
- South Coast Air Quality Management District (SCAQMD) MSA
- State of GA
- State of TN
- DGS Information Technology, MSA
- State of NY
- Multiyear Contract with SMUD
- Santa Clara County, Social Services Agency
- City of Sunnyvale
- Fresno County
- Santa Clara VTA, On-Call Technology MSA
- State of California, Information Technology Master Services Agreement (MSA)
- Technology projects with San Jose County
- Santa Clara VTA, On-Call Technology Consulting Services
- Bay Area AQMD, MSA
- County of San Bernardino
- San Joaquin County
- Technology Partnership with San Joaquin
- Technology Partnership with Placer County
- County of San Bernardino

Below we are providing details of some of our key engagements where we have delivered IT temporary resources on the specific projects for organizations with 1000 or more employees.

Sacramento Municipal Utility District (SMUD), CA

AgreeYa is providing IT Services to SMUD since 2002. Continuing our repetitive success at SMUD, we were selected for IT Support Services master contracts for delivering multi-year services. We have executed multiple work orders under these MSAs. The task orders were varied in nature spanning complex web application development, system assessment, mobile application development, **Microsoft application** development, data management and clean up, IT SharePoint PMO, IT Infrastructure Support, IT Security, Quality Assurance etc.



San Mateo County, CA

The Information Services Department of San Mateo County selected AgreeYa to provide professional/technical IT staff augmentation services. As part of this engagement, we have supported 50+ technology initiatives at San Mateo County and have delivered over 100 qualified technology consultants having expertise in multiple technologies. Some of the areas we have been supporting San Mateo County are IT Strategic and Planning, Security Management, Systems Assessment, Infrastructure, Information Security, Software/Application/Database Development and Integration services, Online Content and Collaboration/Enterprise Content Management services, Program Management, BI and Big Data Analytics.



Santa Clara County Social Services Agency, CA

AgreeYa has been providing IT Resources to Santa Clara County Social Services Agency since 2015 and has earned accolades for our services. During this period, we have worked on both solution-based and staff augmentation requests, and have provided several experts on an as-needed basis, in several areas such as Application Development, Web Support, Business Intelligence, Infrastructure Maintenance, Consulting, Data Management & Clean up, Project Management, Technical Support, Solutions Architecture etc.



California Air Resources Board (CARB)

The clean air agency of the government of California, CARB, selected AgreeYa to provide on-call staff augmentation services. We have provided design, development, enhancement, maintenance, and support services for multiple CARB applications including the Zero Emission Vehicle Credit Reporting Data and Tracking System (ZEV-CRDTS), Refrigerant Management Program Equipment Registration System, Greenhouse Gas Reduction Fund Project Tracking System (GGRFPTS), and many more. These applications are majorly built around .NET, SharePoint, Java, and SQL Server technologies. In addition, we are also providing staff



augmentation services on a couple of their projects leveraging our CMAS and IT Consulting Services MSA contracts.

CA Department of Healthcare Services

The California Department of Health Care Services (DHCS) is the backbone of California's health care safety net, helping millions of low-income and disabled Californians each day. In our associations with DHCS, we have provided qualified resources leveraging our State of CA CMAS and IT Consulting Services MSA for their critical applications such as SUD Cost Settlement Application, Mental Health Cost Report Rewrite, and Microsoft SQL Server Technology Upgrade and Migration. These applications are built around .NET, C#, and SQL Server technologies, and are compliant with recognized healthcare standards like HIPAA, and MITA.



City of San Jose, CA

AgreeYa holds multiple contracts with the City of San Jose whereby we are providing IT staff augmentation and solutions in Application Development, Collaboration (Microsoft SharePoint), and Business Intelligence/Data Warehousing domain. We are currently working with the City on a BI/DW project wherein we will be providing a Business Intelligence Enterprise Solution to the Police and Fire Departments of the City. We are offering solutions in BI, big data, and real-time analytics that will assist the departments to become more vigilant and establish more effective administrative operations.



Alameda County, CA

Alameda County is the 7th most populous county in the state of California, occupying much of the East Bay region. AgreeYa has a strong association with the County and have executed multiple word orders as a part of this association. We are providing as-needed Application Development Support Services in different technology areas under our existing master contract. We have placed multiple consultants who are working on different projects in the County with diverse skill sets including Lead .NET Developer, Content Migration Consultant, LAMP Developer, PowerBI Developer, and Project Manager.



Southern California Association of Governments (SCAG), CA

America's largest metropolitan planning organization aspired to utilize SharePoint to deploy an entirely new website and multiple microsites including an RTP microsite and a separate interactive Regional Transportation Plan (RTP) microsite. AgreeYa brought its prowess to build the nexus of the website and microsites by leveraging the SharePoint environment. AgreeYa also has a multi-year contract with SCAG where we are working hand in hand on different



SCAG's application development & support initiatives. During this contract, we have delivered resources in multiple technology roles similar to the IT classifications requested by SCAG.

Deloitte

AgreeYa is a Tier I vendor of Deloitte for providing IT staff augmentation services across various technology domains. During our association, we have a successful track record of placing 1,000+ resources with diverse skill sets including, but not limited to:



- .Net Developers/Testers
- Mainframe Developers/Testers
- SharePoint SMEs
- RPA Developers
- SAP Consultants
- Informatica Developers
- Siebel Administrators
- Database Consultants
- UI Developers
- Java Developers
- ETL Testers
- Pega Developers/Architects

We have assembled a focused and dedicated team led by an Account Head, Account Managers, and a recruitment team. We leverage our existing pool of candidates, job portals and referrals to identify local qualified resources. To ensure success and minimum response time, we have also created custom screening templates and assembled technologically competent interview panels for qualifying and quickly delivering any number of resources to Deloitte.

Verizon

AgreeYa is working as a Tier I vendor for Verizon since 1999 and has provided nationwide services. During this association, we have supported 60+ technology initiatives at Verizon and deployed 1000+ resources. AgreeYa has local strategic locations close to Verizon in the US. The scope of our services entails various technologies and roles with the majority of work around mobile (Android, iOS), Java/J2EE, Open Source, Portals, UI/UX Design & Development, Mobile Application Development, Mobile Application Testing, Migration and Porting.



DXC Technologies/Hewlett Packard (HP)

AgreeYa is engaged with DXC/HP as a premier IT staff augmentation provider for over a decade. Presently, our consultants are supporting multiple positions at HP both in the US and India. A dedicated team of 5-7 technical recruiters is engaged throughout to serve HP requisitions received at a frequency of 30-40 requests per month for rapid hire.



4. References

Below mentioned are the references information which are similar to nature of scope of work.

Reference #1

Company Name:	San Mateo County
Contact Name:	Katie Tran, IS Manager
Contact Phone Number:	+1 (650) 599-7424
Contact Email ID:	kttran@smcgov.org

Reference #2

Company Name:	Sacramento Municipal Utility District
Contact Name:	Michael Hormel, Program Manager
Contact Phone Number:	+1 (916) 732-5179
Contact Email ID:	mhormel@smud.org

Reference #3

Company Name:	Verizon
Contact Name:	Moorthy Sengottaiyan
Contact Phone Number:	+1 (908) 607-7323
Contact Email ID:	Moorthy.sengottaiyan@verizonwireless.com

Reference #4

Company Name:	Deloitte
Contact Name:	Rajiv Patel
Contact Email ID:	rajpatel@deloitte.com

Reference #5

Company Name:	Santa Clara County
Contact Name:	Dheeraj Saini
Contact Phone Number:	+1 (408) 755-7999
Contact Email ID:	dheeraj.saini@ssa.sccgov.org

5. Candidate Resumes

Below we are providing the resume of each proposed candidate.

5.1 Candidate 1 – Rahul Modi

RAHUL MODI

.NET APPLICATION DEVELOPER

Rahul is **Microsoft Certified Technology Specialist** with over **thirteen (13) years** of extensive experience in implementing Web-based large scalable Enterprises Applications using **.NET technologies**. He is highly skilled in **rewriting** code of **MS Access** and **VB 6.0 old application** with **.Net Framework** using **C#** and **ASP.NET**. He has experience in **code review**, build and deployment with **GIT** and Team Foundation Server (TFS) as **Source Control**. He has extensive experience in designing and implementing GUI using **C# .NET, ASP.NET Web Forms, MVC** and Razor through **MS Visual Studio 2017** environment.

Rahul comes with experience in creating **Web Services** using **WCF** and **RESTful web API**. He has experience in using and maintaining data in **MS SQL server**. He has strong experience in developing complex technical solutions and implementing data privacy using advance **technical** skills. He is a good team player with excellent **communication skills** with proven ability in **delivering** productive high-quality solution within defined deadlines following industry **best practices**.

Key Highlights:

- Experience in complete Software Development Lifecycle (SDLC) and well versed in software development methodology and design pattern that includes good analytical and sharp problem-solving skills
- Significant experienced in developing **multi-tier Web Applications** using **C#, VB.NET, ASP.Net, ADO.NET, JavaScript, CSS, Bootstraps, Kendo UI, .Net Framework (4.8-1.x)** and **.NET Core Framework**
- Experience in developing and consuming Web Services, REST APIs and related technologies using XAML, XML, XSL-FO, XSL, XSD, XSLT SOAP, WSDL, UDDI, AJAX, JSON and **jQuery**
- Experience in large **N-Tier, Client/Server Architecture, Object-Oriented Application/Programming/Design** and **Service-Oriented Architecture (SOA)**
- Strong experience in Model View Controller (**MVC**) and Model View –View Model (**MVVM**) using development and implementation for object-oriented design patterns with **SCRUM, Agile environment** and methodology
- Experience in implementing WCF and LINQ project in **.NET Framework 4.8**
- Extensive experience in developing and managing application **VB (6.0)** using **Classic ASP, IIS, HTML5, DHTML** and **VBScript**

- Significant experience in developing large scale, fully normalized, and highly complex **Relational Databases** using SQL Server (**MS-SQL**), DB2, MS Access that include T-SQL, PL/SQL, Stored Procedures, Triggers, functions, Cursors, Views, Indexes, Constraints, normalization processes and Data Modeling
- Experience in creating reusable custom User Controls in **WPF** (OOP) for multiple projects with rich **UI components**
- Significant experience on Software configuration management using Visual Source Safe (VSS), Team Foundation Server (**TFS 2010 – 2015**), Azure Devops and **GitHub**.
- Strong experience in migrating **VB** and **MS Access Application** in **.NET** and Migrate Classic **ASP Application** in **ASP.NET**
- Highly skilled administration and Deploy ASP.Net Applications on **IIS**
- Experience in data manipulation on **SQL Server** using DTS and SSIS
- Experience in developing data reports using **Crystal Report**, and SQL Server reporting services (**SSRS**)
- Excellent technology absorption capability with any kind of web and Client/Server Application
- Well versed with Back-end, middle tier, frontend and GUI Development
- Highly skilled in test procedures and analyzing the test results, Unit Testing with **NUnit**

EDUCATION/TRAINING/CERTIFICATION

Education:

- Master degree in Computer Science
- Bachelor degree in Computer Science

Certification:

- Microsoft Certified Technology Specialist

TECHNICAL ENVIRONMENT

Technical Skills:

Visual Studio (2019, 2017, 2012), Team Foundation Server, .NET Framework (4.8-1.x) and .NET Core Framework
C#, VB.NET, ASP.NET Web Forms, MVC, MVVM, ADO.NET, AJAX, LINQ, WCF, XMAL Forms, Classic ASP, Entity Framework
Web Services, RESTful Web API implementation, SOAP, WSDL, XML XLST, Java Script, VB Script, CSS, Bootstrap, Kendo UI, IIS 7.0, HTML

SQL Server (2017–2005), SQL Server Reporting Services (SSRS), DTS, SSIS, T–SQL, PL/SQL, DB2 8.2, Crystal Report (XI–7.0)
MS Access, VB 6.0, ODBC, OLE DB VBA (Word, Excel), Visual Source Safe (VSS)
Windows Server 2003–2000 Windows XP
Learning scripting language, Perl, Python

MAJOR ASSIGNMENTS

Client: Idaho Department of Water Resources

Sep–2017 – May 2020

Staff Role: Senior .NET Developer

Worked on large Web based Application to manage water resources for various department including Water Rights, Water Supply Bank, Well, Water Districts, Adjudication and legal to manage Water Rights, Application for Permit, Amendments, Transfers, Splits, Injection Well, Legal Notice, Ownership Change and Legal reports for courts. Working on Various Reports in IDWR Enterprise Databases. Collecting data from various distributed sources like excel, Web Services, FTP and more than 8 working systems.

Responsibility:

- Designed and implemented the GUI using **C# .NET, ASP.NET Web Forms, MVC, and Razor** through MS Visual Studio 2017 environment
- Involved in designing, developing and defining Front–end **UX/UI**, application architecture for different modules using **C#, ASP.NET (4.8), ASP.NET CORE, Angular 2.0**
- Used kendo UI control for fast development
- Wrote the code of **MS Access and VB 6.0** for old application with **.NET Framework** using **C# and ASP.NET**
- Built **WCF** service for user controls and consume this service in various project
- Implemented various windows application as per client requirement
- Designed XML, XSLT and UML for message passing and display data contains
- Designed and implemented the data access layer using **Entity Framework 6**
- Designed and maintained data in **MS SQL Server 2017**
- Created and managed various report from MS SQL Server using SQL Server Reporting Services (**SSRS**)
- Managed project with different version of code and used by users for Team Foundation Server (**TFS**)
- Responsible for creating Use Cases, Review note, Change Request, Flowcharts and Component Diagrams, Developer and User documentation
- Participated in several performance analysis brainstorming sessions and meetings
- Wrote complex Stored Procedures, Function and triggers
- Involved in **database design**, Creation, Manipulation and Performance Turning

- Designed and developed n tier Architecture application with Multiple layer (Business Layer, Database Layer, Front End layer) for multiple Database
- Analyzed, designed and implemented the **framework code** for reusability and used object-oriented technology of .NET
- Administrated software configuration and used **TFS 2015, Azure Devops and GitHub**
- Designed and Implemented the Data Access using **ADO.NET and LINQ**
- Designed and developed **RESTful Web API** interacting database operations
- Organized test suites for both unit testing and integration testing

Environment: C# .NET, ASP.NET, AngularJS, Entity Framework, SQL Server 2017, Visual Studio 2017–2019, LINQ, Component One, AJAX, CSS, Bootstrap, JavaScript, JSON, jQuery Scripts Language, .NET Framework (4.8–1.x) and .NET Core Framework

Client: Resbird Technologies Pvt. Ltd.

Jul–2013 – Jul 2017

Staff Role: Senior .NET Developer

Worked on Web Based Travel applications which are responsible for Airline ticket reservation as Front-end UI developer. Self-Booking tools for small agents to configure their credential and make a booking on various airline and reservation system. Creating BookMux in VB.NET Used as a Business layer to combine the result of all airline and other service providers in the single result as per business logic and return to the presentation layer. This project responsible for Search to the Booking process. Bookmux consumes Web Service of all service providers and Airline such as GlobeForex, Riya, RedBus, SpiceJet (NewSkies), Indigo (New Skies), GoAir (Redixx), TBO (Travelo Boutique Online), 1A (Amadeus), AirCosta (AIRS), Xchange, Yatra.

Developed a web-based Service Oriented Architecture Flight turnaround time application to provide graph-based drill down report to associates of Amadeus it consisted fully customizable advanced total time taken by flight at various stages like take off, landing, aligning, issue boarding pass, boarding passenger information module. This tool including conditional orders and alerts, level II quotes, interactive charts and streaming informative data, for research. Active Directory authentication used for check credential of user

Responsibility:

- Managed web-based portal using **C#, ASP.NET Web Forms, MVC and SQL Server**
- Created BookMux in **VB.NET, Web Services** and used **WCF** as a business layer to handle search to booking process and combine all airline services (3rd party solutions) in a single service
- Used Kendo UI control for fast development
- Implemented Window Communication Foundation (**WCF**) to get information from associates in the project

- Involved in **code review**, build and deployment with **GIT** and Team Foundation Server (**TFS**) as **Source Control**
- Designed and developed **RESTful Web API** interacting database operations
- Build WCF Service for user controls and consumed this service in various project
- Designed XML, **XSLT** and **UML** for message passing and display data contains
- Designed and implemented the Data Access layer using **Entity Framework 6**
- Designed and maintained data in **MS SQL Server 2015**
- Developed cloud development with **Microsoft Azure**
- Generated various report from SQL Server Reporting Services (**SSRS**)
- Managed project with different version of code and used by user for Team Foundation Server
- Responsible for creating Use Cases, Review note, Change Request, Flowcharts and Component Diagrams.
- Participated in several Performance Analysis brainstorming sessions and meetings
- Wrote complex Stored Procedures, Function, Triggers in **SQL Server**
- Involved in Database development, Designed, Created, Manipulated and Performance Tuning
- Designed **n tier architecture** application with Multiple layer (Business Layer, Database Layer, Front End layer) for multiple Database
- Analyzed, designed and implemented the Framework code for reusability and to use object-oriented technology of **.NET**
- Administrated software configuration using **TFS 2010**
- Designed and implemented the Data Access using **ADO.NET** and LINQ
- Organized test suites for both **unit testing** and **integration testing**
- Involved in the identification and developing various modules
- Managed, developed and enhanced the tools application using Agile Methodology, Service Oriented Architecture and OOD/OOP

Environment: Visual Studio 2008, C#.NET, VB.NET, ASP.NET, Angular 2.0, SQL Server 2012–2015, TFS 2010, Crystal Report XI, AJAX, CSS, Bootstrap JavaScript, JSON, jQuery, Microsoft Azure

Client: Amadeus

Jan 2008 – Jun 2013

Staff Role: Module Leader

Worked on Web Based Travel applications which were responsible for Airline ticket reservation as Front-end UI developer. Self-Booking tools for small agents to configure their credential and make a booking on various airline and reservation system. Worked on Departure Control System (DCS) which helps the airline to manage passenger at the time of boarding. Worked on Hardware Integration like boarding pass printer, Bag Tag Printer, Barcode Scanner, Passport Scanner and Magnetic Card Reader.

Created BookMux in VB.NET Used as a Business layer to combine the result of all airline and other service providers in the single result as per business logic and return to the presentation layer. This project responsible for Search to the Booking process. Bookmux consumes Web Service of all service providers and Airline such as GlobeForex, Riya, RedBus, SpiceJet (NewSkies), Indigo (New Skies), GoAir (Redixx), TBO (Travelo Boutique Online), 1A (Amadeus), AirCosta (AIRS), Xchange, Yatra.

Developed a web-based Service Oriented Architecture Flight turnaround time application to provide graph-based drill down report to associates of Amadeus it consisted fully customizable advanced total time taken by flight at various stages like take off, landing, aligning, issue boarding pass, boarding passenger information module. These tools included conditional orders and alerts, level II quotes, interactive charts and streaming informative data, for research. Active Directory authentication used for check credential of user.

Developed application using WF, WCF Web Services to collect information from different sources/ boundaries of data and shown this information in graphical form to all associates.

Responsibility:

- Managed Web Based Portal Using C#, **ASP.NET** Web Forms and SQL Server
- Created BookMux in **VB.NET**, **Web Services** and used WCF as a Business layer to handle search to booking process and combine all airline services in a single service
- Implemented Window Communication Foundation (**WCF**) for to get information from Associates in the project
- Implemented WCF for new phases of the project in **.NET Framework 3.5**
- Implemented various services such as Airline Service Globe Forex, Riya, RedBus, New Skies, Redixx, Navitair TBO (Travelo Boutique Online), 1A (Amadeus) and AIRS
- Built WCF Service for User Controls and consumed this service in various project
- Designed **XML**, **XSLT** and **UML** for message passing and display data contains
- Designed and implemented the Data Access layer using **Entity Framework**
- Designed and maintained data in **MS SQL Server 2012**
- Generated various report from MS SQL Server using SQL Server Reporting Services (**SSRS**)
- Managed project with different version of code and used by user for Team Foundation Server (**TFS**)
- Included activities such as creating Use Cases, Review note, Change Request, Flowcharts Component Diagrams and participated in several Performance analysis brainstorming sessions and meetings
- Wrote complex Stored Procedures, Function, Triggers in **SQL Server**
- Involved in Database Design, Creation, Manipulation and **Performance Turning**
- Design n tier Architecture application with **Multiple layer** (Business Layer, Database Layer, Front End layer) for multiple Database
- Analyzed, designed and implemented the Framework code for reusability and used object-oriented technology of **.NET**

- Administrated software configuration using TFS 2010
- Designed and implemented the Data Access using **ADO.NET** and **LINQ**
- Designed and developed **RESTful Web API** interacting database operations
- Organized test suites for both unit testing and integration testing
- Identified and developed various modules
- Created and designed **analytical reports** using crystal report/business object IX
- Managed, developed and enhanced the tools application using **Agile Methodology**, Service Oriented Architecture and OOD/OOP

Environment: Visual Studio 2008, C#.NET, VB.NET, ASP.NET, SQL Server 2008–2012, TFS 2010, Crystal Report XI, AJAX, CSS, JavaScript, jQuery, WCF

Client: Binary Semanties Limited

Jan–2007 – Dec 2007

Staff Role: Senior .NET Consultant

Worked on Web Based Warehouse Management System Handles Multiple Client for a Logistic solution. Managed their stock and inventory in the warehouse and processing their STA, DO For a various dealer of Client. Implemented and customized this solution on Apple, Lenovo, Timkin using VB.NET, ASP.NET, and SQL Server.

Responsibility:

- Provided production support to maintain case management tool
- Improved style sheet and compatible system in all four browsers (IE, Firefox, Chrome, Safari)
- Developed document attachment module for attaching multiple files.
- Designed and implemented the Data Access using **ADO.NET**
- Wrote complex Stored Procedures, Function and Triggers
- Involved in **Database Design**, Creation, Manipulation and Performance Tuning
- Created **UML** Use Case, Class, State, Sequence, Activity Diagram using Visio 2007
- Used Entity Framework in some of the modules
- Configured and used RFID Objects for security of warehouse goods

Environment: Visual Studio 2005, VB.NET, ASP.NET, SQL Server, DTS, AJAX, CSS, JavaScript

5.2 Candidate 2 – Poornachandra Rao Meduri

POORNACHANDRA RAO MEDURI

.NET APPLICATION DEVELOPER

Poornachandra comes with **over six (6) years** of strong experience in designing, **developing, testing** and supporting various **Web/Windows based applications** using **Microsoft technology** stack including **.NET, ASP.NET Core, C#, Visual Studio, VB.NET (Visual Basic), ADO.NET** and **MVC**. She has extensive experience in developing and **enhancing front-end user interface** using **HTML, CSS, JavaScript, jQuery, and AJAX** technologies. She has strong experience in **source/version controlling**, data collection, reporting and project tracking using **GitHub**.

Poornachandra comes with experience in using **IIS, Win Forms, Web Services, WCF, XML, Microsoft SQL Server** and **MS Team Foundation Server**. She is a good team player with excellent **communication skills** with strong understanding of problem solving, leadership, analytical skills, and ability to provide consulting advice to a client in implementing complex business scenarios. Quick learner, team player and easily adapts to new technology.

Key Highlights:

- Strong experience in developing dynamic and responsive web pages using **HTML5, CSS3, Bootstrap, AJAX, jQuery, JavaScript and Angular**
- Experience in design and development of **3-Tier, N-tier distributed architectures, SOA architecture and MVC architecture**
- Experience in maintaining the **code repositories** through source controls like **TFS, VSTS GITHUB, SVN, Azure DevOps** and project tracking using **JIRA, and Confluence**
- Significant experience in all phases of software development lifecycle (**SDLC**) including development, requirement analysis, **system architecture** design & implementation, **testing** and deployment of applications
- Significant experience in implementing class libraries and loosely coupled classes using dependency injection
- Experience in maintaining the code repositories through source controls like **TFS, VSTS GITHUB, SVN, Azure DevOps** and project tracking using **JIRA, and Confluence**
- Experience in using Generics, Lambda Expressions, Extension Methods, **LINQ to SQL, LINQ to Objects**
- Experience in implementing and consuming **SOAP web services and RESTful API's**
- Strong experience in Object Oriented Analysis, **SOLID principles** and **Defensive Coding techniques**
- Experience in creating reusable components and used them multiple times in the application using **Angular**
- Experience with creating Nintex forms and workflows for **process automation**

- Strong experience in designing and normalization of relational database, writing queries, stored procedures, indexes for search optimizing, triggers, views, functions using **SQL Server** and **Oracle**
- Strong experience in deploying application through **Azure DevOps**
- Significant experience in creating and deploying reports using **SSRS** and **ETL packages** using **SSIS**
- Experience in Test Driven Development (**TTD**) projects and implementing various Unit Test projects using MS Test to ensure maximum code coverage
- Highly skilled in using **Agile Scrum** and **Test-Driven Methodology**

EDUCATION/TRAINING/CERTIFICATION

Education:

- Master Degree in Computer Science
- Bachelor Degree in Computer science

TECHNICAL ENVIRONMENT

MS .NET Technologies:	.Net Framework, ASP.NET, MVC, ADO.NET, WCF, WPF, Entity Framework, LINQ Connect, Web API's
Programming Languages:	C, C#, C, PL-SQL, T-SQL
Databases:	SQL Server 2008/2008R2/2012, Oracle 10g/11g.
Web Technologies:	HTML5, Bootstrap 4, CSS 3, JavaScript, AJAX, jQuery, Typescript, RequireJS, Angular
Web Servers:	IIS 7.0/6.0
Version Control Tools:	Microsoft TFS, VSTS GITHUB and SVN
Development Tools:	VS 2017/12/10/08, SQL Server Management Studio 2012/08, Toad

MAJOR ASSIGNMENTS

Client: **State of Kentucky**

Sep 2018 – May 2020

Staff Role: **Full stack .NET Developer**

Worked on surface Mining Information System the primary goal of the project is to create an extensive computer database for staff, which can be used for tracking all permitting and enforcement actions on coal mining activity in the Commonwealth of Kentucky. SMIS database contains status of pending and issued permit applications, general background information of permitted coal mining operations, status of mining activity, past or pending violation problems on mining activity

Responsibilities:

- Responsible for analyzing business requirement, performing system analysis to provide estimates and splitting the requirements into small, workable units
- Responsible for conducting meetings with Product owners to gather details about requirements and enhancements
- Designed and built a new fast and secured web application for **SMIS** using **N-tier Architecture**
- Designed and developed the responsive user interfaces of application using ASP.NET MVC Razor views, Bootstrap, **CSS**, **JavaScript** and **jQuery**
- Designed, developed and implemented migration of **Visual Basic (VB)** application to .NET compatible
- Followed MVC architecture to reduce the complexity of the architectural design and to increase the flexibility in developing reusable components
- Used SOLID design principles, developed data access layer, business logic layer of the application using **C#**
- Responsible for managing environments for legacy codes using specific **Docker** containers based on the required architecture
- Used Kendo UI grid controls, date controls, drop down etc. to develop the **UI** and used TypeScript and **jQuery** to handle the **JavaScript** of UI, to make the **Ajax** requests and for manually controlling the Kendo UI grid response
- Used **LINQ** Connect to connect to **Oracle database** to perform **CRUD** operations of user request
- Implemented Authorization and Authentication mechanisms for application using **ASP.NET** identity
- Performed code optimization and refactoring to improve the performance of the application
- Responsible for developing **unit test** cases to ensure the maximum code coverage of the application
- Performed all **API** service request and response tests using the Postman
- Documented the application using GhostDoc
- Implemented enhancements to applications as per the user requirement
- Used Resharper to do on-the-fly code analysis, eliminating errors, removing redundant code
- Created database tables, stored procedures, views, triggers and user defined functions
- Created the Tabular reports using SQL Server Reporting Services (**SSRS**)
- Deployed the application in development and production serves
- Responsible for identifying and Resolve application defects and issues in a timely manner
- Responsible for migration of **SQL Server database** to **SQL Azure** and developed the necessary Stored Procedures and created Complex Views
- Responsible for handling Production tickets from users and provide support in resolving their issues
- Used **Azure DevOps** and **GITHUB** for managing **code repository** and **code review process**

- Used Team Foundation server (TFS) as **repository** and tracking of work
- Used **JIRA** for project tracking and Visual Source Safe and TFS for source code version controlling
- Participated in stand-up meetings and resolved the tasks in **JIRA** Kanban board

Environment: Visual Studio 2017, NET Framework 4.6/4.5, C#.NET, ASP.NET MVC, VB.NET (Visual Basic), IIS, AJAX, Web API, TypeScript, Bootstrap CSS, jQuery, Kendo UI, ReSharper, GhostDoc, LINQ Connect, Oracle database, SQL Server 2016, SSRS, Toad, Postman, GITHUB, Azure DevOps, JIRA, TFS, Angular 2

Client: Cigna Healthcare

Jan 2017 – Aug 2018

Staff Role: .NET Developer

It was an MVC based web application called workflow Designer that has been built for Healthcare Center to manage their patient's information securely, creating workflows to manage facilities and patient inflow and outflow. This system was mostly used by staff for various purposes such as scheduling an appointment for patients with doctor, managing patients medical condition reports, updating or modifying the status of patient information

Responsibilities:

- Designed and developed the web application using the **ASP.NET MVC, Web API** and **C#** Programming language
- Used **MVC** to reduce the complexity of the architectural design and to increase the flexibility in developing reusable components
- Created the responsive user interface using the **HTML5, CSS3**, Bootstrap, JavaScript and jQuery leveraging MVC framework
- Developed MVC Razor views, partial views, layout pages, complex controllers, helper methods and View Models
- Developed the Single Page Application using the **Angular JS**
- Involved in development of the Data access layer, business logic layer and user interface using the .NET Framework
- Created various Web Forms and User Interface Screens using **C#.NET, VB.NET** and **ASP.NET**
- Used **Entity Framework** ORM as repository layer to connect to database
- Implemented **LINQ** queries to perform CRUD operations
- Worked on legacy application such as implementing Business Logic Layer, Data Access layer using **C#** and **.NET**
- Created the login page and performed the client-side validations using **JavaScript**
- Used the **AJAX** features to implement the dynamic web page updates
- Used **jQuery** events and effects for effective communication between the HTML and JavaScript

- Used Entity Framework code first approach and used the **LINQ** to perform the **CRUD** operations of the application
- Developed Data Access Layer using Entity Framework using repository
- Responsible for implementing Authorization and Authentication mechanisms of application controller action methods using the filters
- Followed **Agile methodology** with daily standup's, sprint plan meetings, user stories poker estimation, retrospective meetings
- Used **ASP.NET** Routing to map the incoming requests with the controller actions
- Used Bundling and minification techniques to optimize the web application
- Used the fiddler to debug the Http request and response of the web application
- Created stored procedures, views, triggers and user defined functions
- Created the Tabular and Parameterized reports using **SQL Server Reporting Services**
- Used **JIRA** for project tracking and **TFS, GitHub** for source code version control

Environment: NET Framework 4.5, C#, Visual Studio 2017, ASP.NET MVC 5, VB.NET (Visual Basic), Web API, Entity Framework 5, LINQ, TFS, XML, AJAX, SQL Server 2014, Angular, HTML5, CSS3 Bootstrap, JavaScript, JIRA, SQL Server Management Studio 2017, log4net, Agile.

Client: **DaVita Health Care**

Apr 2015 – Dec 2016

Staff Role: **.NET Developer**

Developed the HealthCare Management System, this is a complete, easy-to-use case management system developed for the nurses, doctors, case managers and healthcare administrators who know the dynamic needs of the health care industry. Working staff from various departments can add or modify the patients and patient's information using created user interfaces of the application. It also includes reports, which makes physicians refer the patients.

Responsibilities:

- Developed multiple applications using various **Microsoft .NET Technologies** such as **C#, VB.Net (Visual Basic)** and **ASP.NET**
- Designed and developed the Application using **ASP.NET MVC**, Razor Syntaxes and Razor view engine
- Developed Web Application using ASP.NET MVC and **ASP.NET** Web forms application linked to firm-wide SQL Server databases with **C#** programming language
- Designed and developed user interface with **HTML, CSS, Bootstrap, JavaScript, jQuery, Angular JS** and **AJAX**
- Responsible for implementing the client-side validations using JavaScript and jQuery
- Developed Custom Controls and User controls for reusable part of the web pages using **C#. NET** with **ASP.NET**

- Created **WCF REST Services** and used different bindings to make it available to different types of clients
- Implemented **Web API** service's CRUD operations with HTTP Verbs GET, POST, PUT and DELETE
- Designed and developed various abstract classes, interfaces, classes to construct the business logic in Model using **C#**
- Followed **Agile Methodology** involving daily scrums meetings, sprint meetings (Planning, Review, Retro) to meet project deadlines
- Used **ADO.NET** Entity Framework extensively for data retrieving, querying, storage, searching and manipulations using LINQ
- Used data binding controls like Grid View, Data List and drop-down boxes and Mapping page fields to the database fields
- Responsible for developing stored procedures, functions, triggers using **SQL** and **T-SQL** in **SQL Server 2012** for fetching data and binding
- Used Report Wizard, Report Builder and Report Manager for developing reports and deploying reports in **SSRS**
- Used **JIRA**, **QC** for bug tracking and Project tracking status
- Used Microsoft Team Foundation Server (**TFS**) for version control and **source code** maintenance
- Deployed the application in **IIS** sever
- Created test cases and performed unit testing using **Nunit**

Environment: Visual Studio.NET 2012, VB.NET (Visual Basic), Microsoft.Net Framework 4.0/3.5, Entity Framework, C#, ASP.NET, MVC 5, T-SQL, XML, Bootstrap, HTML5, CSS, AJAX, JavaScript, jQuery, Angular JS, JSON, User Controls, WCF RESTful Services, WEB Services, IIS 7.0, SQL SERVER 2012, TFS

Client: [Lloyds Banking Group](#)

Sep 2014 – Mar 2015

Staff Role: [.Net Developer](#)

The project is focused on application called Proposed Loan Processing (PLP) which is used by Relationship manager to check all the details of the customer by bringing data from various applications and then taking a decision on proposed loan

Responsibilities:

- Involved in understanding and transmitting the business requirements for the project, and translating these into functional specifications
- Involved in the complete **SDLC** process, which involved analysis, design, implementation, Testing, and Maintenance
- Developed **MVC** pattern using Entity Framework for the Data Access Layer and UI with **jQuery/Bootstrap** for the front end

- Developed UI Layer, Business Logic Layer, created database Stored Procedures, unit and integration testing of the application
- Created custom **ASP.NET** user Controls used in the entire application for reusability
- Developed Business logic layer using Object Oriented Methodology
- Extensively worked on **ASP.NET**, Created Web Service in ASP.Net as Database Layer
- Integrated with the external systems
- Connected to the backend through **ADO.NET** for interacting with database objects
- Created Stored Procedures that encapsulated business rules
- Involved in **PL/SQL** programming for **Oracle 11g** for creating triggers, functions and stored procedures
- Involved in Configuration and Implementation of the entire application
- Used **TFS** for keeping track of the different versions of code
- Deployed applications in the staging as well as in the production environment
- Used agile software development environment **SCRUM** through Test Driven Development (**TDD**) and extreme programming to ensure teamwork, collaboration and process adaptability throughout the life cycle of the project

Environment: Visual Studio 2010, ASP.NET, ADO.NET, C#.NET, VB.NET (Visual Basic), Web Services, JavaScript, HTML, CSS, XM

6. Recent Project Example

Below we are providing the recent project example of each proposed candidate.

6.1 Candidate 1 – Rahul Modi

Idaho Department of Water Resources (IDWR)

Worked on large **Web based Application** to manage water resources for various department including Water Rights, Water Supply Bank, Well, Water Districts, Adjudication and legal to manage Water Rights, Application for Permit, Amendments, Transfers, Splits, Injection Well, Legal Notice, Ownership Change and Legal reports for courts. Working on Various Reports in IDWR Enterprise Databases. Collecting data from various distributed sources like excel, Web Services, FTP and more than 8 working systems.

Resbird Technologies Pvt. Ltd.

Worked on Web Based Travel applications which are responsible for Airline ticket reservation as Front-end UI developer. Self-Booking tools for small agents to configure their credential and make a booking on various airline and reservation system. Creating BookMux in **VB.Net** Used as a Business layer to combine the result of all airline and other service providers in the single result as per business logic and return to the presentation layer. This project responsible for Search to the Booking process. Bookmux consumes Web Service of all service providers and Airline such as GlobeForex, Riya, RedBus, SpiceJet (NewSkies), Indigo (New Skies), GoAir (Redixx), TBO (Travelo Boutique Online), 1A (Amadeus), AirCosta (AIRS), Xchange, Yatra.

Amadeus

Developed a web-based Service Oriented Architecture Flight turnaround time application to provide graph-based drill down report to associates of Amadeus it consisted fully customizable advanced total time taken by flight at various stages like take off, landing, aligning, issue boarding pass, boarding passenger information module. This tool including conditional orders and alerts, level II quotes, interactive charts and streaming informative data, for research. Active Directory authentication used for check credential of user

6.2 Candidate 2 – Poornachandra Rao Meduri

Non-Coal Information System (NCIS)

Technologies used: Visual Studio 2017, NET Framework 4.7.2, C#.NET, ASP.NET VB.NET, MVC, Web API, TypeScript, Bootstrap CSS, HTML, jQuery, Kendo UI, Resharper, GhostDoc, LINQ Connect, Oracle database, Toad, Postman, Beyond Com_pare, Azure DevOps, JIRA
Scope of the project is, re writing the old Microsoft Access Database Application into Web Based Application.

Responsible for:

- Designed and developed responsive user interfaces for NCIS using HTML, CSS, Bootstrap
- Developed Razor pages, Partial pages
- Used Kendo UI grid controls like Kendo Grids, date controls, dropdowns for data representation on client side
- Performed Client-side validations using typescript and Server-side validations with C#
- Developed data access layer, business logic layer for Application
- Implemented Web API services with HTTP Verbs GET, POST, PUT, DELETE
- Used Postman to test the Web Service request and responses
- Used GhostDoc to document the code
- Used LINQ Connect to connect to Oracle Database to perform CRUD operations
- Used Toad database management tool to connect to Oracle database
- Created database tables, stored procedures, views, Sequences, triggers and user defined functions
- Developed Unit test cases with MOQ
- Migrating data from Access Database to Oracle
- Deploying Application to on servers
- Using Azure DevOps for source code version control and JIRA for Project tracking

7. Candidates References

Below we are providing the references of each proposed candidate.

7.1 Candidate 1 – Rahul Modi

References #1	
Contact Name:	Glen Gardiner, IT Manager
Company Name:	IDWR
Email ID:	Glen.Gardiner@idwr.idaho.gov
Phone Number:	+1 (208) 287-4872

Reference #2	
Contact Name:	John McKay, IT Software Engineer II
Company Name:	IDWR
Email ID:	john.mckay@idwr.idaho.gov
Phone Number:	+1 (208) 287-4883

Reference #3	
Contact Name:	Mathias Greg, IT Services Bureau Chief
Company Name:	IDWR
Email ID:	Greg.Mathias@idwr.idaho.gov
Phone Number:	+1 (208) 287-4888

7.2 Candidate 2 – Poornachandra Rao Meduri

Reference #1	
Contact Name:	Bharat Kumar Gade
Company Name:	Commonwealth of Kentucky, Energy and Environment Cabinet (EEC)
Email ID:	Bharat.Gade@ky.gov
Phone Number:	+1 (682) 217-5546

Reference #2	
Contact Name:	Sai Kiran
Company Name:	Commonwealth of Kentucky, Energy and Environment Cabinet (EEC)
Email ID:	Sai.Kiran@ky.gov
Phone Number:	+1 (937) 782-8356

Reference #3	
Contact Name:	Kalyan Poshala
Company Name:	Commonwealth of Kentucky, Energy and Environment Cabinet (EEC)
Email ID:	Kalyan.Poshala@ky.gov
Phone Number:	+1 (845) 706-3112

8. General Terms and Conditions

Below we are providing the General Terms and Conditions. Also, we have some exception form the same mentioned in [Section 10: Exception from the General Terms & Conditions](#).

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

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

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

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

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

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

Other: See attached.

Revised 01/09/2020

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

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

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

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

10. [Reserved]

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

N/A _____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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

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

Sanjay Khosla, Managing Partner
(Name, Title)
Sanjay Khosla, Managing Partner
(Printed Name and Title)
605 Coolidge Drive, St. #200 Folsom, CA 95630
(Address)
Ph.: +1 (916) 294-0075 Fax: +1 (866) 886-1555
(Phone Number) / (Fax Number)
Presales@agreeya.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.

AgreeYa Solutions, Inc.
(Company)

Sanjay Khosla, Managing Partner
(Authorized Signature) (Representative Name, Title)

Sanjay Khosla, Managing Partner
(Printed Name and Title of Authorized Representative)

June 01, 2020
(Date)

Ph.: +1 (916) 294-0075 Fax: +1 (866) 886-1555
(Phone Number) (Fax Number)

9. Specifications

Below we are providing the Specifications.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development.

1.1 OVERVIEW: The STO has a variety of legacy web and desktop applications that need to be reviewed for compliance with modern software development standards and compliance with modern security standards. Due to the number of developers that have worked in the Agency over the past 10-20 years, these applications may or may not have source code available. In the absence of source code, applications will need to be reviewed from a functionality standpoint and recreated from scratch.

The STO is in the process of implementing a new source code control system utilizing GitHub Enterprise server on premise. The STO does not currently have a code repository solution as the legacy system that was in use had issues that made it unusable. All the source code for STO applications, for which source code is available, is currently stored either on a server or on a developer's workstation or network drive.

It is estimated that this project will take 12-24 months to complete. If additional time/work is required to complete beyond one year, the Agency and Vendor will mutually agree upon a renewal for a three-month cycle but in no case shall the total project exceed 24 months.

It is anticipated that this project will begin no later than July 1, 2020

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 professional application developer supplemental staffing services as more fully described in these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

- 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.** Individuals must have current Microsoft .NET web development experience and provide examples of recent projects undertaken, preferably with the bid response, or no later than two days upon request.
 - 3.2.** Individuals must have a minimum of five (5) years of recent, concurrent Microsoft .NET web development experience.
 - 3.3.** Individuals must have experience with Microsoft Visual Basic and ASP development in the event an older legacy application is written in those languages. Any such application will need to be rewritten as a Microsoft .NET application.
 - 3.4.** Individuals must be familiar with Visual Basic .NET as most applications are written in the language and all new and modified source code will need to be written in this language.
 - 3.5.** Individuals must have experience with database-driven applications and knowledge of Microsoft SQL Server database design and development of stored procedures.
 - 3.6.** Individuals must have experience with using source code control, specifically GIT, and will be expected to 'check in' all source code, both reviewed and written, into the chosen code control repository solution
 - 3.7.** Vendor should provide resumes for the staff, preferably with the bid response, that will be assigned to the project and will be expected to provide references upon request. All such information shall be provided no later than two days of request.
- 4. MANDATORY REQUIREMENTS:**
- 4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1** Individuals will be tasked with migrating all reviewed or re-written applications' source code into the new source code repository. It is anticipated that no more than two (2) individuals will be required for this supplemental staffing.
 - 4.1.1.1** Write basic technical documentation for all reviewed or re-written applications, including such things as dependencies (files, jobs, etc.); purpose of the application; and any other important information about the application. This will be a 'living' document and will be stored in source code control alongside code.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

- 4.1.1.2 Embed Comments into any application code written that is specific and relative to Code section for clarity and reference so that another development can follow source code logic in order to maintain the code base in the future.
- 4.1.2 Individuals will be required to work on-site to facilitate communication with STO staff. The work site location is 322 70th Street SE, Charleston, WV 25304.

 - 4.1.2.1 Individuals will be expected to work 40-hour work weeks, with no overtime billing.
 - 4.1.2.2 The option of working either five, 8-hour days; or four, 10-hour days is available.
 - 4.1.2.3 Individuals assigned to this project will not be expected to, and cannot bill for, work on holidays observed by the STO.
- 4.1.3 Vendor, and Individuals, agree that the STO will periodically review all code and documentation produced.

 - 4.1.3.1 Vendor agrees that the STO reserves the right to terminate any of the individuals assigned to the project and request a new resource if the work produced is not acceptable.
 - 4.1.3.2 Replacement staffing shall meet or exceed the minimum requirements established in Section 3 and be approved by the STO before such assignment is made.
 - 4.1.3.3 Should it become necessary for an Individual to be replaced due to circumstances unrelated to project performance, the replacement staff shall meet or exceed the minimum requirements established in Section 3 and be approved by the STO before such assignment is made.

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 for Year 1.
- 5.2 Pricing Page:** Vendor should complete the Pricing Page by inserting its Hourly Fee for each individual to be provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay by an hourly fee schedule on a monthly basis, 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-related costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Vaibhav Srivastava

Telephone Number: +1 (916) 351-2507

Fax Number: +1 (866) 886-1555

Email Address: Vaibhav.srivastava@agreeya.com

10. Exhibit A – Pricing Page

Below we are providing the Exhibit A Pricing Page.

EXHIBIT A PRICING PAGE

Quantities listed below are estimates only and shall be used for evaluation purposes only. The Agency will only pay for actual hours worked. The per-hour fee per individual shall be inclusive of all costs, administrative expenses, and travel related expenses per the general terms and conditions, and specifications. Note: Vendors are not permitted to change this Pricing Page.

Year 1 – Individual # 1 (Rahul Modi)

2,000 hours (estimate)	x	\$ 81.00 hourly rate	=	\$ 162,000.00 annual cost (a)
---------------------------	---	----------------------	---	----------------------------------

Year 1 – Individual # 2 (Poornachandra Rao Meduri)

2,000 hours (estimate)	x	\$ 77.00 hourly rate	=	\$ 154,000.00 annual cost (b)
---------------------------	---	----------------------	---	----------------------------------

Year 2 – Optional Renewal Term (Three Month Cycles) – Individual # 1 (Rahul Modi)

500 hours (estimate)	x	\$ 81.00 hourly rate	=	\$ 40,500.00 each 3-month cost
-------------------------	---	----------------------	---	-----------------------------------

Year 2 – Optional Renewal Term (Three Month Cycles) – Individual # 2 (Poornachandra Rao Meduri)

500 hours (estimate)	x	\$ 77.00 hourly rate	=	\$ 38,500.00 each 3-month cost
-------------------------	---	----------------------	---	-----------------------------------

Award will be based on the total cost of Year 1 for both individuals.

Total Cost for Supplemental Staff (a+b)

\$ 316,000.00 _____

11. Purchasing Affidavit

Below we are providing the Purchasing Affidavit.

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §6'i-5-3j ii)'lat: (1) for construction contracts, 'tile vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any relatea 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: AgreeYa Solutions, Inc.

Authorized Signature: [Signature] Sanjay Khosla, Managing Partner Date: 5/27/2020

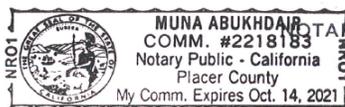
State of California

County of Sacramento, to-wit: Sanjay Khosla

Taken, subscribed, and sworn to before me this 27th day of May, 2020

My Commission expires 10/14/2021, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)

12. Exception from the General Terms & Conditions

Below is the list of exception we have from General Term & Condition.

Term & Section	Language
<p>Delivery Order Limitations</p>	<p>Request you to delete this section its entirety. 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.</p>
<p>15. Payment Methods</p>	<p>Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)</p> <p>Need clarification if payments will be released via electronic funds or P-Card. P-Card payments</p>
<p>26. Subsequent Forms</p>	<p>Replace the following contract language with the suggested language</p> <p>Contract language: 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.</p> <p>Suggested Language 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. Vendor's forms does not constitute acceptance of the terms and conditions contained thereon, unless signed by an authorized representative of the Purchasing Division or Agency."</p>

28. Warranty	24. Delete the following from the contract. 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.
--------------	--

13. Addendum Acknowledgement Form

Below we are providing the Addendum Acknowledgement Form.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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 checked="" 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.

AgreeYa Solutions, Inc.

Company



Sanjay Khosla, Managing Partner

Authorized Signature

June 09, 2020

Date

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

Revised 01/09/2020

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §6'i-5-3j ii'lat: (1) for construction contracts, 'tile vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any relatea 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: AgreeYa Solutions, Inc.

Authorized Signature: [Signature] Sanjay Khosla, Managing Partner Date: 5/27/2020

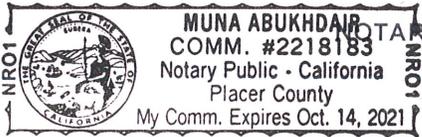
State of California

County of Sacramento, to-wit: Sanjay Khosla

Taken, subscribed, and sworn to before me this 27th day of May, 2020

My Commission expires 10/14/2021, 20

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 01/19/2018)

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development.

1.1 **OVERVIEW:** The STO has a variety of legacy web and desktop applications that need to be reviewed for compliance with modern software development standards and compliance with modern security standards. Due to the number of developers that have worked in the Agency over the past 10-20 years, these applications may or may not have source code available. In the absence of source code, applications will need to be reviewed from a functionality standpoint and recreated from scratch.

The STO is in the process of implementing a new source code control system utilizing GitHub Enterprise server on premise. The STO does not currently have a code repository solution as the legacy system that was in use had issues that made it unusable. All the source code for STO applications, for which source code is available, is currently stored either on a server or on a developer's workstation or network drive.

It is estimated that this project will take 12-24 months to complete. If additional time/work is required to complete beyond one year, the Agency and Vendor will mutually agree upon a renewal for a three-month cycle but in no case shall the total project exceed 24 months.

It is anticipated that this project will begin no later than July 1, 2020

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 professional application developer supplemental staffing services as more fully described in these specifications.

2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

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. Individuals must have current Microsoft .NET web development experience and provide examples of recent projects undertaken, preferably with the bid response, or no later than two days upon request.
- 3.2. Individuals must have a minimum of five (5) years of recent, concurrent Microsoft .NET web development experience.
- 3.3. Individuals must have experience with Microsoft Visual Basic and ASP development in the event an older legacy application is written in those languages. Any such application will need to be rewritten as a Microsoft .NET application.
- 3.4. Individuals must be familiar with Visual Basic .NET as most applications are written in the language and all new and modified source code will need to be written in this language.
- 3.5. Individuals must have experience with database-driven applications and knowledge of Microsoft SQL Server database design and development of stored procedures.
- 3.6. Individuals must have experience with using source code control, specifically GIT, and will be expected to 'check in' all source code, both reviewed and written, into the chosen code control repository solution
- 3.7. Vendor should provide resumes for the staff, preferably with the bid response, that will be assigned to the project and will be expected to provide references upon request. All such information shall be provided no later than two days of request.

4. MANDATORY REQUIREMENTS:

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

4.1.1 Individuals will be tasked with migrating all reviewed or re-written applications' source code into the new source code repository. It is anticipated that no more than two (2) individuals will be required for this supplemental staffing.

4.1.1.1 Write basic technical documentation for all reviewed or re-written applications, including such things as dependencies (files, jobs, etc.); purpose of the application; and any other important information about the application. This will be a 'living' document and will be stored in source code control alongside code.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

- 4.1.1.2 Embed Comments into any application code written that is specific and relative to Code section for clarity and reference so that another development can follow source code logic in order to maintain the code base in the future.
- 4.1.2 Individuals will be required to work on-site to facilitate communication with STO staff. The work site location is 322 70th Street SE, Charleston, WV 25304.
 - 4.1.2.1 Individuals will be expected to work 40-hour work weeks, with no overtime billing.
 - 4.1.2.2 The option of working either five, 8-hour days; or four, 10-hour days is available.
 - 4.1.2.3 Individuals assigned to this project will not be expected to, and cannot bill for, work on holidays observed by the STO.
- 4.1.3 Vendor, and Individuals, agree that the STO will periodically review all code and documentation produced.
 - 4.1.3.1 Vendor agrees that the STO reserves the right to terminate any of the individuals assigned to the project and request a new resource if the work produced is not acceptable.
 - 4.1.3.2 Replacement staffing shall meet or exceed the minimum requirements established in Section 3 and be approved by the STO before such assignment is made.
 - 4.1.3.3 Should it become necessary for an Individual to be replaced due to circumstances unrelated to project performance, the replacement staff shall meet or exceed the minimum requirements established in Section 3 and be approved by the STO before such assignment is made.

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 for Year 1.
- 5.2 Pricing Page:** Vendor should complete the Pricing Page by inserting its Hourly Fee for each individual to be provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay by an hourly fee schedule on a monthly basis, 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-related costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Vaibhav Srivastava

Telephone Number: +1 (916) 351-2507

Fax Number: +1 (866) 886-1555

Email Address: Vaibhav.srivastava@agreeya.com

1. General Terms and Conditions

Below we are providing the General Terms and Conditions. Also, we have some exception form the same mentioned in [Section 10: Exception from the General Terms & Conditions](#).

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

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

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

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

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

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

Other: See attached.

Revised 01/09/2020

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

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

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

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

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

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

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

10. [Reserved]

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

N/A _____ for _____

Liquidated Damages Contained in the Specifications

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

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

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 01/09/2020

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

Revised 01/09/2020

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

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

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

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

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

Sanjay Khosla, Managing Partner
(Name, Title)
Sanjay Khosla, Managing Partner
(Printed Name and Title)
605 Coolidge Drive, St. #200 Folsom, CA 95630
(Address)
Ph.: +1 (916) 294-0075 Fax: +1 (866) 886-1555
(Phone Number) / (Fax Number)
Presales@agreeya.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.

AgreeYa Solutions, Inc.
(Company)

Sanjay Khosla, Managing Partner
(Authorized Signature) (Representative Name, Title)

Sanjay Khosla, Managing Partner
(Printed Name and Title of Authorized Representative)

June 01, 2020
(Date)

Ph.: +1 (916) 294-0075 Fax: +1 (866) 886-1555
(Phone Number) (Fax Number)

2. Exception from the General Terms & Conditions

Below is the list of exception we have from General Term & Condition.

Term & Section	Language
Delivery Order Limitations	<p>Request you to delete this section its entirety.</p> <p>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.</p>
15. Payment Methods	<p>Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)</p> <p>Need clarification if payments will be released via electronic funds or P-Card. P-Card payments</p>
26. Subsequent Forms	<p>Replace the following contract language with the suggested language</p> <p>Contract language: 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.</p> <p>Suggested Language 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. Vendor's forms does not constitute acceptance of the terms and conditions contained thereon, unless signed by an authorized representative of the Purchasing Division or Agency."</p>
28. Warranty	<p>24. Delete the following from the contract. 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</p>

	<p>merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.</p>
--	---

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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 checked="" 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.

AgreeYa Solutions, Inc.

Company



Sanjay Khosla, Managing Partner

Authorized Signature

June 09, 2020

Date

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