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## Header 2

List View

### General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 702868

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 1300

Vendor ID: 00000111336



SO Doc ID: STO2000000002

Legal Name: RADGOV INC

Published Date: 6/2/20

Alias/DBA:

Close Date: 6/10/20

Total Bid: \$385,600.00

Close Time: 13:30

Response Date: 06/10/2020



Status: Closed

Response Time: 13:02

Solicitation Description: Addendum No 2 Supplemental Staffing for Microsoft Applicatio



Total of Header Attachments: 2

Total of All Attachments: 2



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Temporary information technology software developers	2000.00000	HOUR	\$77.120000	\$154,240.00

Comm Code	Manufacturer	Specification	Model #
80111608			

<b>Extended Description :</b>	Year 1 / Individual 1
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**Comments:** Temporary Information Technology Software Developers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Temporary information technology software developers	2000.00000	HOUR	\$77.120000	\$154,240.00

Comm Code	Manufacturer	Specification	Model #
80111608			

<b>Extended Description :</b>	Year 1 / Individual 2
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**Comments:** Temporary Information Technology Software Developers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Temporary information technology software developers	500.00000	HOUR	\$77.120000	\$38,560.00

Comm Code	Manufacturer	Specification	Model #
80111608			

<b>Extended Description :</b>	Three (3) Month Renewal Option Individual 1
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**Comments:** Temporary Information Technology Software Developers

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Temporary information technology software developers	500.00000	HOUR	\$77.120000	\$38,560.00

Comm Code	Manufacturer	Specification	Model #
80111608			

<b>Extended Description :</b>	Three (3) Month Renewal Option Individual 2
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**Comments:** Temporary Information Technology Software Developers

Proposal Submittal To  
**State of West Virginia**

**Supplemental Staffing for Microsoft  
Application Development  
Solicitation No. CRFQ 1300 STO2000000002**

Submitted by:



6750 N Andrews Ave, Suite 200  
Ft. Lauderdale, FL 33309  
Tel: (954) 938 - 2800  
Fax: (954) 938 - 2004  
[www.radgov.com](http://www.radgov.com)

## Cover Letter



### **RADgov, Inc.**

6750 N Andrews Ave, Suite 200  
Ft. Lauderdale, FL 33309  
Tel: (954) 938 - 2800  
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[www.radgov.com](http://www.radgov.com)

June 9, 2020

Attn: Melissa Pettrey  
Bid Clerk  
Department of Administration  
Purchasing Division  
2019 Washington STE  
Charleston, WV 25305  
(304) 558 - 0094  
[Melissa.k.pettrey@wv.gov](mailto:Melissa.k.pettrey@wv.gov)

RE: Supplemental Staffing for Microsoft Application Development Solicitation No. CRFQ  
1300 ST02000000002

Dear Ms. Pettrey,

RADgov, Inc. (henceforth referred to as RADgov) is pleased to submit a response for RFP  
“Supplemental Staffing for Microsoft Application Development” to the State of West  
Virginia Purchasing Division (Purchasing Division)

RADgov, Inc. is a Certified Minority and Women Owned Small Business Enterprise (WOSB)  
with over fifteen (15) years of experience in providing IT Consulting services.

Rahul Kumar has 9 Years of Experience in Analysis, Design, Scaled Agile Framework,  
Development, Testing, Implementation, and Maintenance of N-Tier Enterprise Applications  
in Web and Client/Server environment. Strong experience in development of Web-based  
applications and Software Applications using C# (4.0/3.0/2.0), .NET Framework (4.6.1/  
4.5/ 4.0/ 3.5/ 3.0/ 2.0/1.x), ASP.NET (5.0/4.0/3.5/3.0/2.0), VB.NET (9/8/7), ASP.NET MVC  
Framework 5.0/4.0/3.0/2.0, ADO.NET, AJAX, LINQ, WCF, Windows Workflow  
Foundation(WF), Microsoft Azure, IIS 8.0/7.0, Web Forms, Win Forms, using HTML 4/5,  
CSS(2/3), Bootstrap 4/3, XHTML, Angular JS, Angular 7.0,6.0/4.0/2.0, JavaScript,  
jQuery(2.0/1.0), Razor, VB Script, AJAX, XML/XSL/XSLT, Json, SOAP, .NET Remoting, SCSS,  
SASS ,Visual Studio.Net 2017/2015/2013/2012/2010/2008/2005, Devops, Typescript,  
Master Pages,, ASP.NET Core 4.8, 4.7.2, 4.0 Web Services, Windows services and Server  
Controls. Very Strong in developing applications using HTML, DHTML, CSS, DOM  
Manipulation, JavaScript, JQuery, Angular JS, AJAX and JSON.

We meet all the requirements set by Purchasing Division in this CRFQ and will comply with Terms and Conditions set in CRFQ. RADgov acknowledges the receipt and review of addendum # 1 & 2.

Please find our proposal enclosed and should you need any clarification regarding our proposal, please feel free to call me at (954) 938 - 2800 or via email [clee@radgov.com](mailto:clee@radgov.com) / [contracts@radgov.com](mailto:contracts@radgov.com)

Sincerely,

A handwritten signature in black ink that reads "Clarisey Lee". The signature is written in a cursive, flowing style with a large initial 'C'.

Clarisey Lee (Contracts Administrator)  
RADgov, Inc.

## **Individual # 1:**

### **Rahulkumar Zala**

#### **Professional Summary:**

- Around 9 Years of Experience in Analysis, Design, Scaled Agile Framework, Development, Testing, Implementation, and Maintenance of N-Tier Enterprise Applications in Web and Client/Server environment.
- Strong experience in development of Web-based applications and Software Applications using C# (4.0/3.0/2.0), .NET Framework (4.6.1/4.5/4.0/3.5/3.0/2.0/1.x), ASP.NET (5.0/4.0/3.5/3.0/2.0), VB.NET (9/8/7), ASP.NET MVC Framework 5.0/4.0/3.0/2.0, ADO.NET, AJAX, LINQ, WCF, Windows Workflow Foundation(WF),Microsoft Azure, IIS 8.0/7.0, Web Forms, Win Forms, using HTML 4/5, CSS(2/3), Bootstrap 4/3, XHTML, Angular JS, Angular 7.0,6.0/4.0/2.0, JavaScript, JQuery(2.0/1.0), Razor, VB Script, AJAX, XML/XSL/XSLT, Json, SOAP, .NET Remoting, SCSS, SASS ,Visual Studio.Net 2017/2015/2013/2012/2010/2008/2005, Devops, Typescript, Master Pages,, ASP.NET Core 4.8, 4.7.2, 4.0 Web Services, Windows services and Server Controls.
- Very Strong in developing applications using HTML, DHTML, CSS, DOM Manipulation, JavaScript, JQuery, Angular JS, AJAX and JSON.
- Extensive experience in ORM, Entity Framework, Code First, Database First approaches, implemented the Features Security, Performance, CRUD operations and Migrations etc.
- Expertise in building Web Services using WSDL, UDDI, SOAP Protocol and consuming/publishing Web services Designed, modeled and architected enterprise n-tier software agent using WCF web service.
- Experience in preparing test cases and performing unit test using NUnit and Visual Studio 2017 Testing tools.
- Expertise in implementing SOA using WCF technology developed and consumed WCF services with features versioning, Security, optimization and reliability.
- Created Entity classes, relationships between entity classes using Entity Framework 4.0 to manage relational data as objects and used LINQ to Entities to massage the data.
- Good knowledge on WCF, SOA, Web API, Web Services and ASMX.
- Expertise in Implementing LINQ Query Expressions or Lambda expressions for standard query operators that allow traversal, filter, and projection etc.
- Leveraged the introduction of Web API Controllers (Web API 2) in ASP.NET MVC 5 to build, maintain Restful API's and also consume the API's client side using Angular JS data binding.
- Expertise in Database design (RDBMS), programming, implementation and development using MS SQL Server 2016/2012/2008/2005, Oracle 11g/10g/9i and MS access.
- Strong analytical and conceptual skills in database related work primarily creating complex Stored Procedure, Views, Triggers, Functions, T-SQL, Indexes, Cursors, Performance Tuning and SQL Profiler.
- Build effective/efficient queries for high-performance reports for SQL Server Reporting Services (SSRS) and good experience in optimizing of Queries using SQL Query Analyzer.
- Experienced in various Extracting, Transforming and Loading (ETL) tasks using SSIS including tools like BCP utility, DTS and SSIS Packages with proper control & data flow elements.
- Experience with ORM and its related components: Entity Framework 7.0/6.0/5.0/4.3, Language-Integrated Query (LINQ) queries and retrieve data from different data sources (LINQ to Objects, LINQ to XML, and LINQ to SQL), ASP.NET Providers and Typed Datasets.

- Experience in Unit Testing with Auto Test & Visual Studio and implement Unit Test Objects to test components and writing Unit Test Cases.
- Expertise in Trouble Shooting and Debugging skills.
- Worked on MS Visual Studio 2017/2012/2010/2008 and have end to end knowledge in integration of GIT, TFS, VSS and Perforce.
- Highly adaptable in quickly changing technical environments with very strong organizational and analytical skills.
- Conscientious, Dynamic, Determined, and Goal-Oriented Self-Starter with an analytical approach to problems; enthusiastic in keeping abreast of current technologies and a zeal to invest in a career with the company. Influential communication skills and strong leadership skills. Strong experience in Leadership, Schedule Management, Client Interaction and understanding Business Application, Business Data Flow and Data Relations from them
- Strong experience in Leadership, Schedule Management, Client Interaction and understanding Business Application, Business Data Flow and Data Relations from them

**Technical Skills:**

. NET Technologies	ASP.NET,MVC4.0/3.0,ADO.NET, Visualstudio.NET1.1/ 2.0/ 3.0/ 3.5/ 4/4.5,4.6.1, Web Services, SOAP, REST, Angular JS, Angular 4.0/2.0, WEB API. JavaScript, JQuery 2.x/1.x, VB Script, MS IIS 5.0/5.1/6.0/7.0/7.5, Microservices, ASP.NET Core 4.8,4.7
Development Tools	Visual Studio 2015,2012/2010/2008/2005, Microsoft SQL SERVER 2008 Business Intelligent Development Studio, SQL Server Management Studio 2014/2016 , Visual Studio Team Foundation Server, JQuery, GIT, JIRA, BIT Bucket
Designer Tools	Microsoft Expression Suite (Expression Blend and Designer)
Programming Languages	C#, VB.NET, VB 6, Java, C, C++, T - SQL, XML, XAML, HTML
Scripting Languages	Java Script, JQuery, Typescript
Modeling Tools	Microsoft Visio, Enterprise Architect
Relational Databases	SQL SEVER 2008, 2012, 2016, MS Access, Oracle 8i/9i/10g/11g
Operating Systems	Win 95/98/NT/2000/XP/Vista/Windows 7/ Windows8/ windows 10
Other Tools	Microsoft Office 2007/ 2003, NUnit 2.4, Fiddler, Postman, SoapUI, WinDbg, ANTS, log4net

**Education:**

- Bachelor of Computer Application, Dharamsinh Desai University - 2011, INDIA

**Professional Experience:**

First Data, Cincinnati, Ohio  
Application Developer

Sep 2019 – To date

AuthentiCare users will access the online training module. The modules are AuthentiCare e-learning videos targeted at State staff, payers, case managers and providers to train them on all proposed EVV data capturing devices, web and mobile applications.

- Worked on Agile Methodology project management.

- Successfully organized initial set of requirements into master list of Use Cases.
- Involved in development of Web Forms, Classes using C#.NET that incorporates both N-tier architecture and database connectivity.
- Atlassian Suite (Jira, Confluence)
- Deployed NodeJS code to remote servers manually.
- Used Visual Studio.NET IDE to design the forms, develop and debug the application.
- Created event driven Web Forms using ASP.NET and implemented form validation.
- Extensively used Grid view control throughout the application.
- Designed and developed various abstract classes, interfaces, Inheritance to construct the business logic using VB.Net, ADO.NET and PL/SQL.
- Developing and Administer the new Angular based website.
- Migrated VB 6.0 application to VB.NET application.
- Developed extensive Stored Procedures and Triggers in SQL and Developed Classes for connecting to the sql Database.
- Created Oracle procedures, Triggers, Views and query optimization is done using SQL profiler.
- Developed programs for accessing the database using Ado.Net to execute queries, and to manipulate the data in the database.
- Generated various reports using SSRS Reports which are used to present the data in different views based on various input parameters.
- Maintained Version control using GIT.
- Developing projects as per the Client requirement using Vuejs
- Done Code review, Debugging, Bug Fixing, Unit testing and Integration testing and Production support
- Developed server side code using ASP.NET Web forms. Created Dynamic Web Pages in which Web Controls such as (Text, Tree view, List view, Tab, Calendar Control) and AJAX Toolkit, HTML, and CSS were used.
- Utilized Web.config file to have own setting for the application by writing database connection strings, custom settings and user authentication.

Environment: Visual Studio 2017, C#4.5, ASP.NET4.6, VB.Net, JIRA, MVC 5.0/4.0, .NET Framework 4.0, JavaScript, CSS, ADO.NET, Entity Framework 6.0/4.0, Web Api, JSON, HTML5, Angular 7, Confluence, NUnit, LINQ, NodeJS, WCF, AJAX, HTTP, Microsoft Enterprise Library, XML, JQuery2.0, SSIS, SSRS, SQL Server 2014,VueJs, IIS 7.0, Continuous Integration , T-SQL, ASP.NET Core 4.8 , Bootstrap4, SASS, SharePoint, SMTP, VSTS.

Regions Bank, Birmingham, AL  
Lead .NET Developer

Aug 2018 – Aug 2019

Description: The contact center agile project at Regions was created to improve the customer experience and streamline processes for contact center associates to improve call times. Various applications were created to enhance the associate's processes, such as a PinDrop tool that utilizes biometrics and call data to authenticate callers so that associates do not have to manually authenticate. Another example reformates data from the IVR/Watson logs to provide a summary of the customers phone call experience that occurred before the call was transferred to an actual banker. Associates utilizing these, and other, applications our team created now have a more streamlined, efficient process then prior to our projects inception. Contact center project is executed in SAFe agile methodology and project is related to developing web sites for Bank associates to perform BackOffice activities.

Responsibilities:

- Developed using single page application views called widgets in One Console, and view components with Kendo UI, JavaScript, JQuery.
- Working on deployments of web Api, setting up of windows service. Managing offshore team.
- Involved in Software development life cycle (SDLC) of application from design phase to implementation phase, testing, Deployment and maintenance phase.
- Participated in daily Scrums with the whole team to discuss about the progress of the application development, specks to be taken care and specks that already completed.
- Developed help center components like FAQ, Guided services using angular 2, bootstrap and http service for calling REST API on nodejs.
- Experience with tools such as Bitbucket, JIRA, Confluence, Jenkins, CVS, SVN, Git, Chef, Kubernetes.
- Rich development experience creating web applications using ASP.Net, C# and MVC (Model-View-Control) Architecture.
- Used ADO.NET Entity Framework 4.3/5.0/6.0 extensively for retrieving, querying and manipulating data in the database using LINQ.
- Wrote business logic code in C# code behind files to read data from database.
- Implemented CRUD functionality with Entity framework in ASP.NET MVC and implemented sorting, filtering and paging with Entity Framework Code First in MVC.
- Experience of having worked with CA APM tool and having done CA APM configurations
- Created grids to show the reports retrieved from database.
- Developed functionalities using VueJS REST API
- Created Client-side JavaScript Library for various standard control validations using regular expressions and DOM methods.
- Responsible for Designing and Developing the Reusable UI Components Like MVC Master Pages “Layouts and Nested Layouts”, “View Start” and MVC User Controls “Partial Views” using HTML5, CSS3, Bootstrap in Razor engine.
- Connected the ASP.NET5.0/4.5/4.0/3.5 project to the SQL Server 2012 database using ADO.NET Entity framework model for various .NET Framework 4.0 namespace.
- Created and maintained database objects like complex Stored Procedures, Cursors, and Tables, Views, User Defined Functions, in MS SQL Server 2012 for inserting/Updating/Deleting the data into the relational tables.
- Developed various stored procedures for the data retrieval from the database and generating different types of reports using SQL reporting services (SSRS).
- Implemented the Autocomplete using typeahead and timeout sessions using JQuery & AJAX.
- Responsible for making AJAX Calls for the UI Interactions to the Controller Actions using Angular and getting the Data back as JSON and parsing it onto the UI.
- Performed DOM manipulations, create Templates, Directives, Factories, Controllers, and established tow way Data binding using Angular 6.0.
- Using Angular 6.0 created custom directives for data manipulations, display data in company standard format in UI.
- A defined request-response message system, typically expressed in JSON or XML, which is exposed via the web, most commonly by means of an HTTP-based web server by a server-side ASP.NET Web API.
- Used JSON to transmit data between Server and Web Application, an alternative to XML Serialization.
- Developed REST APIs that allow sophisticated, effective and low-cost application integration and multi-tier web applications with the use of Web Services using ASP.Net Web API.

- Experience in deployment of application in different environments like Development, Staging & Production.
- Implemented Event logging system for the project in order to record the error logs using Nlog from Nuget Packages.
- Used SharePoint to Maintain documentation.
- As part of trainee program, learnt UI and Vue Js development for Singleton Application.
- Deployed the project using IIS manager, tested in QA environment and moved it to Production.
- Working with Team Foundation Source Control (TFS), Visual Studio Team Services (VSTS) as the source for version control and project / issue management.
- After deploying the project have done Production support and supported the end users with various queries and solved those tickets.

Environment: Visual studio 2017, .NET Framework 4.6.1, Entity framework 5.0.0.0, ADO.NET, Classic ASP.Net, C#, SQL server 2016, SSIS, SSRS, XML, JavaScript, CSS, JQuery, JSON, HTML5, LINQ, Web API, JIRA, VueJS, ASP.Net MVC 5.2.7.0, AngularJS and Angular 6 , Bootstrap, SMTP,VSTS, BIT Bucket Bamboo, UCD pipeline, CI/CD pipeline, DevOps, Nunit, NodesJS, AJAX, Scaled Agile Framework, IIS 7.0,WCF services, SharePoint

Wells Fargo, Winston-Salem, NC  
Lead .NET Developer

Oct 2017 – Jul 2018

Responsibilities:

- Worked on multiple applications simultaneously which includes development and Maintenance.
- Performing code analysis of enterprise wide .NET projects for cloud migration.
- Implementing the Wells Fargo N.A. security policies by integrating with channel Secure site Minder (Identity and Access Management Solution)
- Design, develop and implement software in a distributed Micro-service Architecture.
- Remediation of the applications which are on windows Azure platform to have authentication and authorization to an approved Enterprise Access Management (EAM) access control solution (ACS)
- Developed and tested logger node module using Winston node module for debug, info, error and rendered console level logging.
- Involve in migrating the existing application from windows server to Windows Azure(PaaS)
- Configuring and managing the web jobs in windows Azure Tenant portal.
- Performance tuning, SQL query enhancements, code enhancements to achieve performance targets.
- Working with Enterprise Identity Access Management (IAM) team to on board the users to Active Directory groups using enterprise IES tool to restrict un-authorized access to applications.
- Wrote Unit Test Cases for every single application in Micro-service Architecture and performing
- Code Review.
- Work with Build and Release team (Enterprise BAR) to deploy the applications to production.
- Deploying the code on Windows Azure platform by using enterprise TFS.
- Monitoring the application performance by configuring the App Dynamics tool.
- Able to Work on Agile projects, participating in daily SCRUM meetings to provide status of user stories to product owner.
- Participating in the sprint Retro meeting.

- Unit test case creation and implementation using Jasmine unit testing JavaScript framework for angular components.
- Develops software, undertaking design, development, documentation, testing and subsequent ongoing support of new and existing features.
- Designing and developing complete features, core components, and services of the product/system. Code is to be developed to extracting quality standards, on time, every time.
- Understanding requirements and create technical design documents based on established patterns and practices.
- Understanding the existing WCF, Web services and migrating them to Microsoft Azure Service Fabric Micro services.
- Developing high performance .NET applications using visual studio and SQL studio tools, C#, ASP.Net, and ADO .Net, Entity Frameworks.
- Implementation of test driven development techniques and tools and continuous integration.
- Works with Lead/Development Manager/Director to define project deliverables, milestones, and manage risk/dependencies.
- Remediation of the .Net applications to be Azure Cloud compatible using .Net 4.6.2, SQL server 2014, Visual Studio 2015, Asp.net MVC, C#, Entity Framework, Team Foundation Server.

Following the CMM level 5 process while executing the project.

Environment: Visual Studio 2015, ASP.NETMVC 5, Micro-services, C#.NET, RESTful Web API 2.0, JSON, NodeJS, LINQ, ADO.NET Entity Framework 6, JavaScript, AJAX, jQuery, ASP.NET Core 4.7, SQL Server 2014, TOPAS Third party control tool, SSRS, TFS,SSIS

HP, Houston, TX  
Senior Software Engineer

Apr 2016 – Sep 2017

#### Roles and Responsibilities:

- Designed and developed new application using C#, ASP.
- MVC, JavaScript, jQuery, HTML5, CSS, ASP.NET Web API, VB.Net, LINQ, Entity Framework, SQL Server and primary Mainframe DB2stored procedures.
- Designed large numbers of WPF Forms, Custom Controls and User Controls using XAML language for UI and Dynamic Web Parts for personalized content which allows Change, Edit, Move the content on pages as per users own choice.
- Created WPF/Silver light applications using MVVM architecture.
- Analyzed and designed new WPF application using MVVM and Repository pattern, from design to completion.
- Implementing LINQ queries on different data sources in Silverlight applications.
- Worked on client side technologies jQuery, JavaScript &Silverlight.
- Creation, development and maintenance of structured and well documented code in C# using Visual Studio 2013.
- Used front end web development tools like CSS, JavaScript, DHTML, and jQuery.
- Created AWS S3 storage services using AWS SDK for .NET for 1C application one of the widgets uploads cellular network logs files to S3 service and later to Glacier to archive based on life cycle management rules.
- Incorporated ASP.NET AJAX Control like Ajax Toolkit, Script Manager, Update Panel and AJAX Timer.
- Implemented and Consumed Web Services using WCF.
- Implementation of client side validations using jQuery and ASP.NET MVC Validation implemented at Controller level.

- Developed test client app to measure performance of queries on IIS and MongoDB.
- Designed and implemented the Dunning Letter system, using ASP.NET, VB.NET, Visual Studio 2008, SQL Server 2005, TestDriven.net and Crystal Report 2008, Telerik Report.
- Made use of the enterprise-wide address validation services to validate every address entered in system with the help of jQuery AJAX and Bootstrap Modal windows.
- Involved in designing and development of REST services. Implementing Single Page applications using Angular JS.
- Angular-Based front-end design and implementation: analytics dashboard, mapping template.
- Developed reusable UI Components in Angular 2.
- Used ASP.NET MVC5 for Presentation layer. Developed Restful Web API returning JSON using C#.
- Wrote post-post processing script to send form data via RESTful call to local server to submit database records and send notification emails.
- Used SQL client to connect with the back-end database for reading data and inserting data back to database.
- Involved in writing unit testing and Load testing applications by using NUnit testing tools.
- Used reverse POCO generator to generate the entities from the existing database.
- Involved in gathering functional requirements, writing design specifications, prototype and architecting the new application using SOA and Agile.
- Hosting of Windows WEB API's, Asp .Net applications in IIS and creating Cloud Instance using AWS for deployment in product environment.
- Developed custom controls, user controls and ASPX pages in C#.Net with IIS Server.
- Adding Wave files to the Azure Blob, and adding a notification to the Azure Table Storage.
- Retrieving Wave files from the Azure Blob and also retrieving the Queue Storage data from Azure.
- Using Azure Service bus for the automatic rendering of the wave files to the production servers
- Implemented Forms-based Authentication in ASP.NET to authenticate the users.

Environment: Visual Studio 2013, ASP.NETMVC 5, C#.NET, RESTful Web API 2.0, JSON, LINQ, ADO.NET Entity Framework6, JavaScript, AJAX, jQuery, AngularJS, SQL Server 2012, SSRS, XML, TFS, WPF, IBM Clear Case, .NET Framework 4.5, HTML5, CSS3, WCF, HP Quality Center, Telerik reports, Admin track, Azure cloud, Win Form.

Time Warner Cable, Charlotte, NC

Mar 2015 – Mar 2016

Application Developer

Project Name: Signal System Web Portal

#### Roles and Responsibilities:

- Involved in Design and Development of Technical Specifications for the project and responsible for Configuration Management
- Involved in designing and developing 3-Tier Architecture using .NET, IIS
- Used Multi-Threading for fast and responsive application.
- Developed and coded various corresponding view-models and controllers for views and vice-versa using C# classes and .NET framework4.0 on Visual Studio 2010. This is mostly server side of the application.
- Developed and Designed a Windows Based User with C#.NET, VS 2010/2008. Developed User Controls, Custom Controls, Styles. Defined string constants in Resources for localization.
- Extensively worked with Silverlight tools to provide rich graphic user interface.

- Designed the front-end applications using web technologies like Angular 2 and used Bootstrap for creating grid layout, responsive screen sizes and devices.
  - Developed complete 'Approval Rules' module of the ITSM Change application using JavaScript, HTML, JQuery, C #, VS2010 and .NET framework MVC3.
  - Actively involved in Migrating applications from Dot Net 2.0 to Dot Net 4.0, classic to Azure cloud and AWS deployment
  - Used XML to generate tabs for various components for the portal
  - Used Angular.JS, HTML5, CSS3, and Bootstrap in designing the UI application.
  - Used .NET Web Services to access Database from the Web Application
  - Developed and Designed windows application user control using C# for loading data from services
  - Responsible for Database management for the portal
  - Developed DAL using LINQ Data context object and Implemented LINQ Lambda Expressions to query in memory expressions
  - Created Use-Case Diagrams, Class Diagrams, and Sequence Diagrams using Enterprise Architect
  - Used LINQ to Query from XML and in memory collections and Used built-in Validation Controls and Custom Validation Controls for Front End Validations
  - Tested Web Services using Nunit. Defined Binding Configurations to Implement Security, Protocols and Reliability
  - Responsible for creating a web portal for feedback collection activities
- Environment: .NET3.5, ASP.NET, IIS, Visual Studio 2010/2008, C#.NET, LINQ, NUnit2.4, XML, Angular JS, Windows Vista, Microsoft Visio 2007, T-SQL, Access Database, Azure cloud, Enterprise Architect

Motorola, Bangalore, India  
.NET Developer

Jan 2014 – Dec 2014

#### Roles and Responsibilities:

- Understand the requirements for the projects under the GMCC (Global Microsoft Competency Centre) Xerox.
- Created the story points and provided estimates for the features.
- Developed the application logic using C#.NET, VB.NET and ASP .NET
- Implemented MVC framework to reduce the complexity and to get full control over the behavior of the application.
- Followed Agile Methodology to produce high quality software and satisfy the customers.
- AJAX Extensions are used to provide rich user interface of web application.
- Designed GUI for XLM pages using Kendo UI.
- Experience working with off shore development teams.
- Heavily involved in bug fixes and production support.
- Created the Spec flow scenarios using gherkin and provided integration to .NET framework.
- Used LINQ to Entities, LINQ to SQL, LINQ to XML and LINQ to Objects for retrieving the data proficiently.
- Worked on Microsoft Team Foundation Server for version control, database server project and individual task status.
- Performed Unit testing (using NUnit), Integration Testing, Performance Testing and System Testing.

Environment: Visual Studio 2012, C#, ASP.NET, MVC 3.0, Java Script, JQuery, TFS 2010, IIS 7.0, AJAX, ADO.NET, LINQ, XML, SQL Server 2008 R2, HTML, CSS.

Brikstar solutions, Ahmedabad, India  
Software Developer

Apr 2011 – Dec 2013

#### Responsibilities

- Worked on waterfall model project management.
- Successfully organized initial set of requirements into master list of Use Cases.
- Involved in development of Web Forms, Classes using C#.NET that incorporates both N-tier architecture and database connectivity.
- Used Visual Studio.NET IDE to design the forms, develop and debug the application.
- Created event driven Web Forms using ASP.NET and implemented form validation.
- Extensively used Grid view control throughout the application.
- Designed and developed various abstract classes, interfaces, Inheritance to construct the business logic using VB.Net, ADO.NET and PL/SQL.
- Migrated VB 6.0 application to VB.NET application.
- Developed extensive Stored Procedures and Triggers in Oracle and Developed Classes for connecting to the Oracle Database.
- Created Oracle procedures, Triggers, Views and query optimization is done using SQL profiler.
- Developed programs for accessing the database using Ado.Net to execute queries, and to manipulate the data in the database.
- Generated various reports using Crystal Reports which are used to present the data in different views based on various input parameters.
- Maintained Version control using GIT.
- Done Code review, Debugging, Bug Fixing, Unit testing and Integration testing and Production support
- Developed server side code using ASP.NET Web forms. Created Dynamic Web Pages in which Web Controls such as (Text, Tree view, List view, Tab, Calendar Control) and AJAX Toolkit, HTML, and CSS were used.

Environment: .NET Framework 2.0/3.5, Visual Studio 2008/2005, ASP.NET 2.0/3.5, C#, VB 6.0, VB.NET6, JQuery1.0, JavaScript, VSS, HTML4, CSS, SSRS, Oracle, PL/SQL, GIT, ADO.NET, MS Unit.

## **Individual # 2:**

Karthik Polina

#### **Career Summary:**

- 8 years of strong professional Software Development Experience in the fields of Web and Client-Server applications using Microsoft Technologies and .NET framework.
- Experienced with the Software Development Life Cycle (SDLC) process, which includes designing and implementing the software, debugging, fixing and maintaining the software.
- Good experience in developing n-tier applications.
- Solid development experience in Web Application, Client/Server, Desktop applications using C#, ASP.Net MVC, .Net Core, WCF, Web API, ADO.Net, REST API, SOAP, LINQ, Entity Framework.
- Expertise in MVC design architecture.
- Experience in developing User Interfaces using AJAX, jQuery, HTML, CSS, Java Script, Angular JS, and React JS.

- Expertise in debugging and troubleshooting existing code using Firebug, Firebug Lite and Developer Tools.
- Experience in designing and branding Master Pages utilizing Server Controls, User Controls, Data Grid control, Form Validation controls, Custom controls and CSS.
- Proficient in working with ActiveX, UML Modeling and Shared Assemblies.
- Extensively worked on writing Stored Procedures, Triggers, User Defined Functions, Views and Database Design in SQL Server, Oracle.
- Excellent working knowledge in Developing Web Services, WCF Services, XML, IIS, and JavaScript.
- Experienced in using Ajax controls other Third-Party Controls (Telerik Ajax Controls and DevExpress Controls).
- Good Working Knowledge on dependency injection, repository pattern, and unit of work
- Proficient in Test Driven Development (TDD) and Integration Testing of the system
- Thorough understanding of backend database technologies like SQL and MySQL.
- Experience in developing Hybrid Mobile Apps and deploying apps on Apple App Store, and Android Play Store.

**Technical Skills**

Programming Languages	C#, VB.Net, SQL, JavaScript
Internet Technologies	ASP.Net MVC, .Net Core, ASP.Net Web API, ADO.Net, Entity Framework, Windows forms, Web forms, WCF, Azure, WSDL, N-Unit, SSIS, HTML5/XHTML, JSON, XML, CSS 3, AngularJS, React JS, LINQ, jQuery Mobile, JSON, Bootstrap.
Databases	SQL Server 2012/2016, Oracle 11g.
Tools	Visual studio, Visual studio code, Sublime text editor, JAMS Client
Version Control	TFS 2012/13, GitHub
Other tools	JIRA, Jenkins, Telerik UI Controls

**Education**

- Master of Sciences in Information Systems Aug 2014 - Dec 2015  
Texas A&M International University, Laredo, Texas.
- Bachelor of Technology in Computer Science Sep 2007 - May 2011  
Jawaharlal Nehru Technological University, Hyderabad.

**Work Experience**

Grange Insurance, Columbus, OH Feb 2019 – To date  
Full Stack .Net Developer

**Responsibilities**

- Designed and built high performance, scalable and secure cloud native application using C#, .Net Core, ASP.NET MVC, ASP.NET Web API, Code First Entity Framework and Microsoft Azure PAAS Services.
- Use React JS components Forms, Events, Keys, Router, Animations and Flux concept.
- Develop Database Queries, Triggers, Stored Procedure, Transactions, Dynamic Queries, User-defined functions, Views, Exception Handling in MS SQL SERVER.
- Designed redux architecture, data grids, and reusable UI components in React JS.

- Implemented Token based authentication to secure the ASP.NET Core Web API and provide authorization to different users.
- Implemented the Entity Framework Code First Approach to interact with Database and also implemented the Mappings, Model Changes, CRUD operations and dealt with performance issues.
- Implemented Token based authentication to secure the ASP.NET Core Web API and provide authorization to different users.
- Use GIT hub repository for the source code management and code reviewing
- Developed various Stored Procedures for the data retrieval from the database and generated different types of reports using SQL Reporting services (SSRS).
- Participate in application architecture and design (Ensure to implement all solid principles), and other phases of the SDLC.
- Conducting code reviews, test software as needed and working as part of a global agile team that comprises web application and web services developers.

Environment: C#, ASP.Net MVC, .Net Core, ASP.NET Web API, jQuery, AJAX, XML, Visual Studio 2017, React JS, Azure, SSRS, Entity framework, SQL Server.

Ohio Department of Health, Columbus, OH  
IT Consultant

Sep 2016 – Jan 2019

The Ohio Department of Health (ODH) is a cabinet-level agency to protect and improve the health of all Ohioans by preventing disease, promoting good health and assuring access to quality care. I have been associated in development of central accounting revenue system, Help Me Grow Home Visiting program, and couple other projects.

#### Responsibilities

- Involve in Software development life cycle (SDLC) of application from design phase to implementation phase, testing, Deployment and maintenance phase.
- Developing and implementing complex web applications using C#.NET, ASP.NET MVC 5.0, Code First Entity Framework, Telerik Web Controls, HTML, CSS, jQuery, JavaScript and SQL Server.
- Implemented unit of work pattern long with dependency injection.
- Develop and maintain JAMS jobs for scheduling various job within the application.
- Designed workflows using windows workflow foundation for processing invoices through a sequential process of steps.
- Responsible for creating Single page application using HTML5, CSS3, Bootstrap, JavaScript, ASP.NET Web API and Angular JS.
- Created Restful Web API using ASP.NET Web API and implemented calling the Web API in legacy VB.Net applications.
- Created WCF Services for internal application communication.
- Designed payment page and integrated the payment process with CBOSS payment processing system.
- Developed Database Queries, Triggers, Stored Procedure, Transactions, Dynamic Queries, User-defined functions, Views, Exception Handling in MS SQL SERVER
- Involved in Agile/SCRUM Process, attending daily stand up and completing tasks in sprint.

Environment: C#, VB.NET, ASP.Net MVC, ASP.NET Web API, WCF, jQuery, AJAX, Telerik UI Controls, Visual Studio 2015, Angular JS, Crystal Reports, SSRS, Entity framework, SQL Server.

PathLogix Corporation, Columbus, OH  
WebPath Reports

Aug 2015 – Aug 2016

PathLogix Corporation is a privately-held, rapidly-growing software company that takes pride in providing superior software and excellent service to its professional clients. WebPath reports is designed to provide a platform to upload the pathology reports from the laboratory and enables the customers to view their reports online. This system should be designed for high throughput, and minimal user interaction to view their reports.

#### Responsibilities

- Involved in Requirements gathering, Functional and Technical specifications.
  - Developed application using ASP.Net MVC 4.5, Entity Framework, Visual studio 2013.
  - Worked on Agile Methodology to meet timelines with quality deliverables.
  - Developed REST web services supporting JSON to perform tasks such as sending pathology reports, list of patient, and patient details.
  - Used the Entity Framework to easily access databases using LINQ.
  - Created a rich View in MVC 4.0 application using jQuery Grid, Modal Popup and many other controls with Paging and Sorting for displaying various data on to the page.
  - Created data models and wrote PL/SQL Procedures, triggers, packages in ORACLE.
  - Worked with Oracle 11g and integrated with the .Net applications using the API
  - Used ASP.NET MVC Data annotations and jQuery to do validations on the Model Data.
  - Worked with ASP.NET MVC, Partial Views, and Master Pages and developed Cascading style sheets (CSS) for consistent look and feel of the website.
  - Utilized Bootstrap CSS framework for the responsive display, cross browser functionality and for multiple devices compatibility
  - Extensive usage of jQuery-AJAX for exchanging data with a server and updating parts of a web page without reloading the whole page.
  - Created Reports using Crystal Reports and SSRS.
  - Gained good knowledge on deploying WebApp on Azure.
  - Sole developer/architect for hybrid mobile application using Apache Cordova, Angular JS, Ionic framework.
  - Used Cordova plugin's like Camera, Calendar, SQLite, Push notification, Touch ID, SMS, and good knowledge on another plugin's.
  - Good knowledge in generating certificates for publishing apps to the Apple store.
  - Used the HTTP request on Angular JS for consuming the data from the ASP.net application.
  - Implemented payment option using Stripe.js
  - Deployed apps on web servers and App stores, Android play store and performing the subsequent maintenance tasks
  - Involved in working with UML design (Use Cases, Sequence Diagrams and Class Diagrams)
- Environment: C#, HTML5, ASP.Net MVC, PL/SQL, jQuery, AJAX, XML, Visual Studio 2013, Ionic framework, Angular JS, Cordova, Azure, SSRS, Entity framework, Bootstrap, Oracle 11g.

Texas A & M International University, TX  
Programmer Analyst

Jan 2015 – Jun 2015

UConnect system is single-login portal that allows TAMIU community with the ability to access, send and receive information, and collaborate in secure and reliable way. For instance, a student can view scheduled classes, academic transcript, financial aid awards, register online, and make online payments.

#### Responsibilities

- Upgraded the application using ASP.NET MVC 3 in Visual Studio 2010.
- Designed UI pages in MVC 3 using partial views and razor Views.
- Implemented Data Access Layer using Entity Framework to communicate with SQL Server 2008.
- Developed code for operations between the application and the database using Language-Integrated Queries (LINQ) with Lambda Expressions in C#
- Performed JOIN operations using LINQ.
- Used NUnit to detect and solve issues related with the application.
- Custom filters implemented in Grid MVC for user to sort and filter data easily.
- Developed RESTful Web services using ASP.NET Web API.
- Used various jQuery widgets to enhance the user interaction.

Environment: Visual Studio 2010, ASP.Net MVC 3, C#, HTML, CSS, JavaScript, jQuery, LINQ, OOPS, Rest API, N-tier, IIS, Web Services, NUnit, SQL-Server 2008.

Smart Insight, India  
.NET Developer

Jan 2011 – Jul 2014

This project is to transform Café Coffee Day web environment into retail sector. The transformation is for the implementation and support of systems across globe on both web/mobile applications. This will be achieved through use of common, integrated and harmonized business process.

#### Responsibilities:

- Design and develop the GUI, Business Logic Layer and Data Access Layer.
- Developed the Web forms for new policy endorsement, policy cancellation, renewal, reinstatement, account correction, audit, premium calculation, coverage, policy information, billing details, policy inquiry, and work file information using ASP.Net, C#, XML, Java script.
- Utilized SSIS (SQL Server Integration Services) to produce a Data Mart for reporting.
- Involved in Extraction, Transformation, and Loading (ETL) solutions using SQL Server Integration Services (SSIS).
- Developed web-services for premium calculation and coverage.
- Deployed the 3-Tier Architecture Application with UI, Business Layer and Data Access layers using C#.Net
- Written complex SQL queries with Joins on multiple tables, Stored Procedures, Triggers, Backup and Restore Database, define roles, create database users and used Data Transformation Services (DTS).
- Created multiple views using Data Views on the Client without reloading the data from server side.

- Used SQL Server as backend and implemented ADO.Net data objects such as Data Adapter, Data Reader, Dataset, Data table.
- Created reports to create, deploy, and manage reports using Crystal Report.
- Developed application Data Flow Diagrams (DFDs) using MS Visio.
- Involved in unit testing, fixing bugs and maintenance of the product.
- Involved in analysis, design and development of the project using object oriented analysis and design (OOAD).
- Generated Flatten WSDL's from the referenced WSDL's using XML, Xpath and XSL Transformation.
- Created WCF Services responsible for communicating and providing real time data from integrated server to Client Application.
- Implemented HTTP protocol and SSL to secure the information between WCF Service and Client.

Environment: C#, ASP.Net, SQL Server, SSRS, ADO.Net, JSON, Web Services, Visual Studio 2008, XML, HTML, JavaScript, MS Visio, VSS.

**End of document**



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: Supplemental Staffing for Microsoft Application Development

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-05-15	2020-06-01 13:30:00	CRFQ 1300 STO2000000002	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Name, Address and Telephone Number:

RADgov, Inc.  
 6750 N. Andrews Ave, Suite 200  
 Fort Lauderdale, Florida 33309  
 (954) 938 - 2800

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN # 20-2752989

DATE 06/04/2020

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

**ADDITIONAL INFORMATION**

**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	2000.00000	HOUR	\$77.12	\$154,240.00

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	2000.00000	HOUR	\$77.12	\$154,240.00

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	500.00000	HOUR	\$77.12	\$38,560.00

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	500.00000	HOUR	\$77.12	\$38,560.00

Comm Code	Manufacturer	Specification	Model #
80111608			

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

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: 05/22/2020 @ 3:00 P.M.

Submit Questions to: **Melissa Pettrey, Senior Buyer**  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: [melissa.k.pettrey@wv.gov](mailto:melissa.k.pettrey@wv.gov)

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

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

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

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

**SEALED BID:** Supplemental Staffing/MS Application Development  
**BUYER:** Melissa Petrey, Senior Buyer  
**SOLICITATION NO.:** CRFQ STO2000000002  
**BID OPENING DATE:** 06/01/2020  
**BID OPENING TIME:** 1:30 P.M.  
**FAX NUMBER:** 304-558-3970

Revised 01/09/2020

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

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: 06/01/2020 @ 1:30

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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

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

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

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

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

## **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.

**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.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: One Million minimum per occurrence.

**Automobile Liability Insurance** in at least an amount of: One Million minimum per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: One Million minimum per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \$250,000 minimum per occurrence.

**Cyber Liability Insurance** in an amount of: One Million minimum per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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](mailto:purchasing.requisitions@wv.gov).

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

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

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.

Pranay Mishra, Manager

\_\_\_\_\_  
(Name, Title)

Pranay Mishra, Manager

\_\_\_\_\_  
(Printed Name and Title)

6750 N. Andrews Ave, Suite 200, Fort Lauderdale, Florida 33309

\_\_\_\_\_  
(Address)

(954) 938 - 2800 / (954) 938 - 2004

\_\_\_\_\_  
(Phone Number) / (Fax Number)

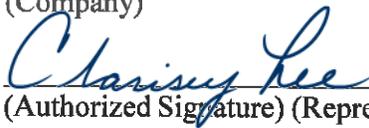
parcher@radgov.com

\_\_\_\_\_  
(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.

RADgov, Inc.

\_\_\_\_\_  
(Company)



Clarisey Lee, Contracts Administrator

\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Clarisey Lee, Contracts Administrator

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

06/08/2020

\_\_\_\_\_  
(Date)

(954) 938 - 2800 / (954) 938 - 2004

\_\_\_\_\_  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Supplemental Staffing for Microsoft Application Development

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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**

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**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.

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- 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 70<sup>th</sup> 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**

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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

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**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:** Pranay Mishra

**Telephone Number:** (954) 938 - 2800

**Fax Number:** (954) 938 - 2004

**Email Address:** parcher@radgov.com

REQUEST FOR QUOTATION  
Supplemental Staffing for Microsoft Application Development

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**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**

<b>2,000 hours (estimate)</b>	<b>x</b>	<b>\$ <u>77.12</u> hourly rate</b>	<b>=</b>	<b>\$ <u>154,240.00</u> annual cost</b>
				<b>(a)</b>

**Year 1 – Individual # 2**

<b>2,000 hours (estimate)</b>	<b>x</b>	<b>\$ <u>77.12</u> hourly rate</b>	<b>=</b>	<b>\$ <u>154,240.00</u> annual cost</b>
				<b>(b)</b>

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

<b>500 hours (estimate)</b>	<b>x</b>	<b>\$ <u>77.12</u> hourly rate</b>	<b>=</b>	<b>\$ <u>38,560.00</u> each 3-month cost</b>
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**Year 2 – Optional Renewal Term (Three Month Cycles) – Individual # 2**

<b>500 hours (estimate)</b>	<b>x</b>	<b>\$ <u>77.12</u> hourly rate</b>	<b>=</b>	<b>\$ <u>38,560.00</u> each 3-month cost</b>
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**Award will be based on the total cost of Year 1 for both individuals.**

**Total Cost for Supplemental Staff (a+b)**

**\$ 308,480.00**

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 §61-5-3) that: (1) for construction contracts, the 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 related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: RADgov, Inc.

Authorized Signature: *Charisee Lee* Date: 06/02/2020

State of NEW JERSEY

County of MIDDLESEX, to-wit:

Taken, subscribed, and sworn to before me this 2<sup>ND</sup> day of JUNE, 2020

My Commission Expires NOVEMBER 19, 2022.



ELLEN K. LOPRETE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 11/19/2022

*Ellen K. Loprete*  
Purchasing Affidavit (Revised 01/19/2018)

**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.

RADgov, Inc.

Company



Authorized Signature

06/04/2020

Date

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



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:

RADgov, Inc.  
 6750 N. Andrews Ave, Suite 200  
 Fort Lauderdale, Florida 33309

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X *Charney Lee*

FEIN # 20-2752989

DATE 06/09/2020

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

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	2000.00000	HOUR		

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	2000.00000	HOUR		

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	500.00000	HOUR		

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	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

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

**SOLICITATION NUMBER: CRFQ# STO2000000002**  
**Addendum Number: 02**

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The purpose of this addendum is to modify the solicitation identified as **CRFQ STO2000000002** ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

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

**Description of Modification to Specifications:**

The purpose of this Addendum is:

- 1. To move Bid Opening to 06/10/2020 @ 1:30 p.m.**
- 2. Address Vendor questions received by 5/22/2020.**
- 3. Modification of Specifications**

**Terms and Conditions:**

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

**ADDENDUM # 02**  
**CRFQ STO2000000002**  
Supplemental Staffing for Microsoft Application Development

**Specifications Modifications**

**The Agency would like to modify Section 1.1 of the Specifications as follows (last paragraph):**

- It is anticipated that this project will begin the week of July 6, 2020.

**The Agency would like to add clarifying language to Section 5.1 of the Specifications as follows:**

**Section 5.1 – Add Paragraph:** This solicitation is a ‘lowest bid/cost meeting specifications’ acquisition. Vendors should take into account the pool of candidates who meet the qualifications and ability to provide the requested deliverables they will be proposing for the project. The vendor shall then provide an all-inclusive hourly rate for the (pooled) candidates and indicate that hourly rate on the Pricing Page. The hourly rate that is bid shall be firm for the base term of the contract. The Agency would like to have copies of resumes with the bid response to expedite the evaluation and for planned interviews for final project selection after contract award.

**The Agency would like to add clarifying language to Section 7 of the Specifications as follows:**

**Add Paragraph:** Vendor may request payment for services every two (2) weeks in lieu of a monthly invoice submission. Payment requests shall include the employee name, date of work, and the number of hours billed. Invoices will be verified by the Agency Project Manager(s) before payment processing can occur.

**Vendor Questions/Agency Responses**

1. Due to the current circumstances with COVID-19, is remote onboarding/start possible?

**Answer:** The expectation is for the supplemental staff to be onsite. However, if future circumstances surrounding the pandemic would force the office to work remotely in general, then that would apply to the supplemental staff as well. We do offer the option of working four ten-hour days, providing three-day weekends for those that don’t reside in the area. The Agency is taking precautions as recommended by the CDC and the WV Dept of Health & Human Resources for staff and visitors to practice social distancing, providing disposable masks (as available) for wearing in common spaces/areas, hand sanitizer, soap and water, etc. and limiting in-person meetings as much as possible.

2. What mode of interview are you planning to conduct?

**Answer:** Once the contract has been awarded, the Agency will utilize Microsoft Teams or telephone to interview the candidates that have been proposed for the project. The Vendor should keep in mind that this is a lowest price offer meeting specifications type of acquisition and is not a negotiated procurement. This means that the vendor should assess the candidates that will be

proposed for the project, and which are included in the hourly rate proposed on the Pricing Page for any of those candidates submitted for acceptance by the Agency.

3. What is the level of seniority for the advertised position?

Answer: Supplemental staff to the existing Agency development team.

4. Can you please specify the required skills/technologies more deeply?

Answer: Sections 3.1 thru 3.6 of the solicitation provide an appropriate description. Mandatory deliverables are listed in Section 4 to help provide examples of work to be provided.

5. How many people (developers) are on the project?

Answer: To varying degrees, five Agency developers.

6. Is this a new position or do you have an incumbent? In case there is an incumbent, do you intend to renew their services?

Answer: There is no incumbent. This is a unique one-time project.

7. Is this a new contract? If no please specify the incumbent name

Answer: Yes.

8. Is there any budget allocated for this contract?

Answer: This project is funded.

9. Is there any NTE hourly rate cap for this opportunity?

Answer: The hourly rate on the Pricing Page shall not be exceeded. The Agency intends on paying an hourly rate for up to two candidates per the Pricing Page. One individual may be priced at one hourly rate while another may be priced at a different rate. At no time will the agency agree to an hourly rate for an individual that exceeds the rates on the vendor's response/pricing page.

10. Is there any preference given to local vendors?

Answer: Vendor preference does not apply to this acquisition.

11. Please specify the interview mode (skype or telephonic)?

Answer: See the response to question #2 above.

12. Please specify the list of applications and the technologies used by the agency?

Answer: Sections 1.1 and 3.1 thru 3.6 of the solicitation provide insight to technologies used. Applications include purpose built in-house applications of varying functionality.

13. How many candidates we can propose in our response

Answer: As many as you like. However, the Agency will only pay for two approved candidates for this project. See also questions/answers #2 and #9 above.

14. Is there any response format required by the agency (e.g. Cover letter, Company experience, references etc.) or we just need to submit candidate resume, pricing, and forms mentioned in the solicitation document?

Answer: The Vendor should provide the forms mentioned in the solicitation along with candidate resumes. Resumes and References would be helpful if provided with the bid response. A cover letter and brief company experience may be provided as an attachment if responding to the solicitation via wvOASIS. The vendor may also provide a response in other ways per the **Instructions to Vendors Submitting Bids** document, Section 6.

15. How many company's references we have to submit with our bid response? if applicable

Answer: The Vendor may submit no more than five (5) references relating to company experience.

16. Do we need to provide candidate references? If yes how many

Answer: Not initially. However, upon notification, the vendor must provide at least three (3) references for the proposed candidates within one business day of the request. Resumes and References would be helpful if provided with the bid response.

17. Please specify the anticipated date of publishing Q&A's and addendums?

Answer: As soon as responses/answers can be gathered from the Agency.

18. From where will we can receive the addendum and Q&A's (Inbox or via the portal)?

Answer: Addenda and final solicitation documents may be found by visiting [www.wvOASIS.gov](http://www.wvOASIS.gov) and selecting VSS (Vendor Self Service) to see all open solicitations.

19. Is this a Single Award or Multiple Award?

Answer: This will be a single award contract. The services are for up to two individuals who will provide supplemental staffing needs for a one-time project.

20. How many Developers are you looking for?

Answer: Two.

21. I believe your PDF stated 3 month rolling contracts?

Answer: The base contract term will be for One-year for up to two (2) individuals. If the Agency determines that services beyond the first year are required, it will be determined if one or both individuals will be required on a three-month extension period(s).

22. Is that the case, or are you open to longer contracts and/or permanent employees?

Answer: This contract is for a one-time unique project. The base terms will be for one-year for up to two (2) individuals. If the services are needed beyond the first year, the Agency will determine if one or both individuals will be required and will be extended for three-month extension period(s).

23. Can Developers be remote or must they be working from your WV office?

Answer: See question/answer #1 above.

24. Do you have budgets in mind for the additional team members?

Answer: This project is funded.

25. How do we onboard with your procurement team?

Answer: Once an award has been made through the WV Dept. of Administration, Purchasing Division, the Agency's Purchasing Division will be notified. At that time, the Agency will make contact with the Vendor and the internal customer to provide information as needed; i.e. contract/project kick-off meeting (online/telephone), Agency project manager contact information.

26. When is the Pre bid conference scheduled- can we dial into this call

Answer: There was no pre-bid; see the Instructions to Vendors Submitting Bids document.

27. How many total positions are in scope within this Solicitation

Answer: Two.

28. General - Is there an incumbent contractor performing these services? If so, can you please identify the company/contract and the funding history?

Answer: There is no incumbent. This is a new, one-time unique project.

29. Section 3 – Qualifications: Do you prefer a condensed proposal consisting primarily of proposed personnel resumes and pricing? Or, would you prefer a more comprehensive proposal detailing company capabilities, past performances, development methodologies, etc.?

Answer: Condensed will be fine. See also answers to questions 14, 15 and 16 above.

30. Section 6 – Bid Submission: Please confirm that an electronic submission of the proposal is all that is required. (no paper submission)

Answer: If an electronic submission is provided, a duplicate paper submission of the same is not required. Vendors are encouraged to upload/attach all requested documents to its electronic submission to expedite the evaluation. Additional information, such as references and resumes, is to be provided within one business day of request, if not included with the bid response.

31. Section 8 – Insurance: Please confirm that proof of the required insurance is not required for the proposal, but rather is required prior to contract award.

Answer: This is correct. Upon notice of intent to award, the Vendor will be required to provide a Certificate of Liability Insurance, or acceptable legal equivalent, with the required amounts listed, and should name the State of WV/Treasurer's Office as an additional insured.

32. With the COVID-19 Pandemic ongoing, will it be possible for these supplemental staff members to work from home?

Answer: See question/answer 1 above.

33. General Terms and Conditions #41 Background Checks: Since the work being performed is not at the Capitol complex, will the State's background checks be required?

Answer: At this time, this specific requirement is not applicable. However, the Agency has its own separate security system at the worksite and a background check may be required upon providing building/systems access.

34. Mandatory Requirements #4.1.2 State individuals will be required to work on site. With COVID-19 will remote work be allowed? If only onsite is permitted what is the policy and protocols in place to protect workers safety?

Answer: See question/answer #1 above.

35. Will the WV State Treasurer's Office supply all necessary equipment/hardware and tools/licensing to review and modernize software standards and compliance with security standards?

Answer: Yes.

36. How many resumes a vendor is allowed to submit per position in the response?

Answer: See response to #16 above

37. Can we replace the candidate in case the candidate submitted at the time of response is not available in the future?

Answer: Only if the replacement is approved by the WVSTO, and, candidate will not exceed the contract hourly rate established at the time of award.

38. Is there will be any preference given to local candidates?

Answer: Vendor preference is not applicable to this acquisition.

39. Is this bid a re-compete of an ongoing contract? If yes, then please share the details of the incumbents.

Answer: This is not a re-compete.

40. Is there any defined Not-To-Exceed (NTE) budget for this bid?

Answer: WVSTO will determine when the project is completed, and the supplemental staffing is no longer needed. The hourly rate on the Pricing Page shall not be exceeded. The Agency intends on paying an hourly rate for up to two candidates per the Pricing Page. One individual may be priced at one hourly rate while another may be priced at a different rate. At no time will the agency agree to an hourly rate for an individual that exceeds the rates on the vendor's response/pricing page.

41. We are interested in participating in this RFQ. We wanted to ask you if this service can be done from abroad?. If so, could you please send me all additional document/information needed to better understand terms and conditions of this solicitation?

Answer: No, the services may not be done from abroad. You may view this solicitation and others, by visiting [www.wvOASIS.gov](http://www.wvOASIS.gov) and selecting Vendor Self-Service (VSS). This will link you to the VSS Portal where anyone may access through the Public Access option near the bottom of the page.

42. Will you accept offers from nearshore companies? Our development team is located in Ecuador which is really close to West Virginia's time zone.

Answer: No, the service may not be done from abroad.

43. Can the Application Development be performed 100% remotely?

Answer: No. See question/answer #1 for more information

44. It's understood that you need 2 full year (2000 hours approx.) .NET developers

Answer: The 2,000 hours is per individual, per one-year base contract term, and is an estimate; this will be used as a basis of evaluation. It's unlikely to be exceeded, although it could be less

45. and 2 three month (500 hours approx.) .NET developers as well, correct?

Answer: See response to question #21 above

46. Based on previous question, It's understood that all 4 resources will be working simultaneously, correct?

Answer: There will only be two supplemental staff.

47. Is it mandatory to submit the offers via the wvOASIS portal or can we deliver via email?

Answer: See questions/answers #14 and #30 above.

48. With the current Covid-19 situation, are you still requiring the consultants to be onsite to perform these services?

Answer: See question/answer #1 above.

49. We currently have consultants available to perform the tasks as specified in the RFP. However, by the time you make a decision to award a contract, if our submitted candidates are not available, will we have the option of submitting additional people, who are ready to be interviewed within a 48 hour notice as possible replacement candidates?

Answer: Only if the replacement is approved by the WVSTO. Also see #2, #9 and #37 above.

50. Are there any Work Visa restrictions? If we have H1-B1 or TN Visa Holders, are they eligible to perform services on this contract?

Answer: Such restrictions or eligibility is the responsibility of the vendor/company who employs the individuals. The WVSTO will not be the employer. If the vendor plans to propose candidates that this may be of concern, it is preferred that the terms of the work visas make it possible for them to work the duration of the project. Vendor is wholly responsible for any requirements related to Form I-9.

51. Are the consultant required to work on site or has there be any change in that due to COVID-19 situation?

Answer: See question/answer #1 above.

52. Also, Can you please what the mode of interview of the consultants will be?

Answer: See question/answer #2 above.

53. What date will the candidates be selected and when will they be interviewed?

Answer: See question/answer #2 above.

54. What is the required citizenship status for candidates? (example: green card, valid EAD, etc.

Answer: Such eligibility determination is the responsibility of the vendor/company who employs the individuals. The vendor is wholly responsible for any requirements of Form I-9.

55. What are the education requirements for the candidate? (ex. bachelors, associates, techtraining, etc)

Answer: Sections 3.1 thru 3.6 of the RFQ provide the requirements of the staff.

56. Is there any more detailed documentation of the type of Microsoft Application Developers the state is requesting? Billing rates vary with different skill sets and the limited information on the PDF RFQ file makes it difficult to quote.

Answer: Sections 3.X and 4.X describe this.

57. It appears you can complete the entire bid online but we noticed there is a "Bid Receiving Location" on the PDF RFQ form. Does the state require a hard copy to be mailed as well?

Answer: See questions/answers # 14 and 30 above.

58. When is the close of the vendor question period? Will my email address be added to the list of recipients of answered questions?

Answer: Questions were due 5/22/2020. Vendors submitting questions are generally notified when an Addendum is finalized. Vendors should always check [www.wvOASIS.gov](http://www.wvOASIS.gov) for changes, etc. before finalizing a response to a solicitation.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ STO2000000002**

**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 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.

RADgov, Inc.

Company



Authorized Signature

06/09/2020

Date

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