



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

Header 2

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1354530

Procurement Type: Central Master Agreement

Vendor ID: VS0000040906

Legal Name: AUSTIN LOGISTICS LLC

Alias/DBA: AUSTIN LOGISTICS LLC

Total Bid: \$2,000,000.00

Response Date: 04/25/2024

Response Time: 13:06

Responded By User ID: auslog123

First Name: Austin

Last Name: Hill

Email: support@austinslogistics.com

Phone: 8007139796

SO Doc Code: CRFQ

SO Dept: 0705

SO Doc ID: LOT2400000011

Published Date: 4/29/24

Close Date: 5/7/24

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 2 - Prequalification Agreements IT Temp Staffing

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia
Solicitation Response

Proc Folder: 1354530
Solicitation Description: Addendum No 2 - Prequalification Agreements IT Temp Staffing
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-05-07 13:30	SR 0705 ESR04252400000006392	1

VENDOR
VS0000040906
AUSTIN LOGISTICS LLC

Solicitation Number: CRFQ 0705 LOT2400000011
Total Bid: 2000000
Response Date: 2024-04-25
Response Time: 13:06:27
Comments:

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Temporary IT Personnel Services				2000000.00

Comm Code	Manufacturer	Specification	Model #
80111600			

Commodity Line Comments:

Extended Description:

Temporary IT Staffing Services



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1354530

Doc Description: Addendum No 1 - Prequalification Agreements IT Temp Staffing

Reason for Modification:
Addendum No 1 is issued to
modify the bid opening date.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-22	2024-05-07 13:30	CRFQ 0705 LOT2400000011	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Austin Logistics LLC

Address :
1420 Washington Blvd Ste 301

Street :

City : Detroit

State : MI

Country :USA

Zip :48226

Principal Contact : Austin Hill

Vendor Contact Phone: (734) 612-7039

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor Austin Hill
Signature X

FEIN# 83-1083890

DATE 4/25/24

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

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To modify the bid opening date from 04/25/2024 to 05/07/2024.

--no other changes--

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary IT Personnel Services				

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description:
Temporary IT Staffing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2024-04-18

SOLICITATION NUMBER: CRFQ LOT2400000011
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("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 Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To modify the bid opening date from 04/25/2024 to 05/07/2024.

--no other changes--

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

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 ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT24*011

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)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

Austin Logistics LLC

Company



Authorized Signature

4/25/24

Date

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

Revised 6/8/2012



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1354530			Reason for Modification:
Doc Description: Prequalification Agreements IT Temp Staffing			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-04-11	2024-04-25 13:30	CRFQ 0705 LOT2400000011	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Austin Logistics LLC

Address :

Street : 1420 Washington Blvd Ste 301

City : Detroit

State : MI **Country :** USA **Zip :** 48226

Principal Contact : Austin Hill

Vendor Contact Phone: (734) 612-7039 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

**Vendor
Signature X**

FEIN# 83-1083890

DATE 4/25/24

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery Commission to establish Pre-qualification of Vendors for Temporary IT Staffing Services, at the WV Lottery HQ Facility located at 900 Pennsylvania Ave Charleston WV, per the attached documentation.

INVOICE TO				SHIP TO			
LOTTERY PO BOX 2067				LOTTERY 900 PENNSYLVANIA AVE			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary IT Personnel Services				

Comm Code	Manufacturer	Specification	Model #
80111600			

Extended Description:
Business Analyst

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2024-04-18

	Document Phase	Document Description	Page 3
LOT2400000011	Draft	Prequalification Agreements IT Temp Staffing	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: Thursday April 18, 2024 @ 3:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ LOT2400000011

BID OPENING DATE: Thursday April 25, 2024

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

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: 04/25/2024 @ 1:30 p.m.

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: 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: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 Three (3) 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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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 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 cancellation, 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ 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: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ 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.

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Austin Hill,CEO

(Address) 1420 Washington Blvd Ste 301

(Phone Number) / (Fax Number) (734) 612-7039

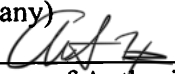
(email address) austin.hill@austinslogistics.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Austin Logistics LLC

(Company)


(Signature of Authorized Representative)

Austin Hill,CEO

(Printed Name and Title of Authorized Representative) (Date)

(734) 612-7039

(Phone Number) (Fax Number)

austin.hill@austinslogistics.com

(Email Address)

REQUEST FOR QUOTATION
West Virginia Lottery
Information Technology Temporary Staffing Services

PREQUALIFICATION AGREEMENT SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, West Virginia Lottery Commission (Lottery), located at 900 Pennsylvania Avenue, Charleston, WV 25302, to establish a list of prequalified vendors from which the Agency may subsequently obtain bids through a delegated process for Information Technology (IT) Staff as covered by the prequalification agreement. The Prequalification Agreement aims to establish vendors from which the Lottery may request bids for Information Technology (IT) Staff as defined herein.

BACKGROUND & CURRENT OPERATING ENVIRONMENT: The Lottery manages many systems designed explicitly for the Lottery that support various applications for the State of West Virginia. These systems are primarily on the Microsoft (MS) Structured Query Language (SQL) database server platform. Applications are split between Windows services and database applications. Windows services are coded using C# and Visual Studio 2017. End-user applications are coded in Visual Basic for Applications (VBA) in MS Access 2016. The Lottery sometimes requires additional technical expertise and support to accomplish specific project goals for these systems. The data centers have been recently upgraded to Hyper-Converged Infrastructure (HCL) and Next Generation Firewalls (NGFW). The Lottery plans to migrate specific applications from MS Access to C# applications that read and write directly to the MS SQL server using stored procedures, views, and triggers. Other existing MS Access VBA applications will continue to need support and maintenance. In addition, the Lottery plans to expand and further develop its internal cyber security and business continuity capabilities.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “.NET”** means Microsoft’s .NET or .NET Framework software.
 - 2.2 “Holidays”** means days designated by WV State Code CSR 2-2-1 as legal holidays.
 - 2.3 “Contract Item”** means the items identified in Section 4 below.
 - 2.4 “Contract Services”** means providing temporary staffing services for the list of classifications identified in Section 1 (above) or Section 4.1 (below) as more fully described in these specifications.

REQUEST FOR QUOTATION
West Virginia Lottery
Information Technology Temporary Staffing Services

- 2.5 “Delegated Prequalification Bidding”** means the Agency will obtain bids from the Prequalified Vendor as needed.
- 2.6 “Facility or Agency”** means the WV Lottery Headquarters located at 900 Pennsylvania Ave, Charleston, WV 25302.
- 2.7 “Prequalified Vendors”** means vendors meeting all Vendor Qualifications and being awarded a Prequalified Vendor Agreement.
- 2.8 “PRN”** means an acronym of the Latin term “pro re nata.” The word itself can be translated to mean “when necessary” or “as needed.” A PRN resource is willing to work on an as-needed basis, i.e., on-demand.
- 2.9 “Microsoft SQL Server”** means a relational database developed by Microsoft.
- 2.10 “Requests for Bids”** means the solicitation from the Agency identifying the nursing staff needed and requesting pricing from the Prequalified Vendors before or at such time of need.
- 2.11 “SDLC”** means Software or Systems Development Life Cycle, a standard term describing the planning process for, creating, testing, and deploying software or systems applications.
- 2.12 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services published by the Purchasing Division.
- 2.13 “Staffing Agency or Vendor”** means the prospective Vendor. Contracts may only be awarded to Prequalified Vendors after the delegated bidding process.
- 2.14 “Visual Studio”** means a source code editor that runs on the Windows operating system for personal computers.
- 2.15 “NDA”** means Non – Disclosure Agreement, also known as a confidentiality agreement, agrees not to share this information with anyone else for a specified period of time.
- 3. VENDOR QUALIFICATIONS:** Vendor(s) shall have the following minimum qualifications:

REQUEST FOR QUOTATION
West Virginia Lottery
Information Technology Temporary Staffing Services

- 3.1** Vendor shall be in business for at least five (5) years, providing similar IT staffing services. Vendors must provide documentation to indicate that their company meets this requirement prior to award.
- 3.1.1** Vendor should provide with their bid, a general company overview that must include information regarding the number of years of qualification, experience, training, and relevant professional education for each individual classification.
- 3.2** Vendor shall provide these services for each classification for bid by providing documentation to indicate they have provided staffing of at least three (3) individuals within the past five (5) years for any classification listed in section 4.2 below.
- 3.2.1** Documentation should include information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 4.
- 3.2.2** Vendors must provide documentation to indicate that their company meets this requirement prior to award.
- 3.2.3** The documentation should detail the entity, company or business to whom the individual was supplied and provide contact information for that entity.
- 3.3** Vendor must possess all licenses, permits, and certifications required to perform this contract before the start date of service.
- 3.4** Lottery shall require resources to hold current certification for target technologies, the certifications would include but not limited to cybersecurity or vendor-specific certifications as Cisco and Microsoft.
- 4 MANDATORY CONTRACT ITEMS AND DELIVERABLES:** Vendor(s) shall provide the Agency with the Contract Items listed below on an open-ended and continuing basis. Contract items must meet or exceed the following mandatory requirements:
- 4.1 Multiple-Award Contract:** Contracts will be awarded only to prequalified vendors. The Agency will request quotes from each prequalified vendor as needed. The Agency shall then award the contract/purchase order to the lowest responsive bidder. The Agency shall reject any bid that fails to comply with the requirements contained in the prequalification agreement and request for bids.
- 4.2 Classifications:** Prequalified vendors may bid on one (1) or all classifications, including:

REQUEST FOR QUOTATION
West Virginia Lottery
Information Technology Temporary Staffing Services

- 4.2.1 Business Analyst** – Analyzes and documents business requirements and processes. Assists in designing IT solutions to meet needs. Facilitates process modifications and improvements.
- 4.2.2 Data Analyst** – Is responsible for data analysis, modeling, database management, security, and quality assurance.
- 4.2.3 Database Administrator** – Is responsible for designing, implementing, and maintaining databases.
- 4.2.4 Help Desk Support** – Is responsible for technical support to end-users, troubleshooting technical issues, and resolving problems.
- 4.2.5 IT Service Continuity Analyst** – Documents, analyzes, implements, and manages disaster recovery and business continuity plans.
- 4.2.6 Network Engineer** – Is responsible for designing, implementing, and maintaining computer networks.
- 4.2.7 Project Manager** – Manages IT projects, coordinates resources, and meets project deadlines.
- 4.2.8 Quality Assurance Analyst** – Tests software applications to meet quality standards and requirements.
- 4.2.9 Security Analyst** – Documents, analyzes, implements, and maintains security measures to protect IT systems and data.
- 4.2.10 Software Developer/Engineer** – Is responsible for designing, coding, testing, and maintaining software applications.
- 4.2.11 Systems Administrator** – Is responsible for installing, configuring, and maintaining computer systems, networks, and servers.
- 4.2.12 Technical Writer** – Is responsible for creating technical documentation, including but not limited to user manuals, help files, and online documentation.

4.3 Professional Compatibility and Compliance: Prequalified vendors shall provide IT professionals as requested by the Lottery to be compatible with the needs of the Lottery.

- 4.3.1** These needs may be hourly, daily, weekly, monthly, or annual, including weekends and holidays.

- 4.3.1.1** There will be no overtime pay associated with these assignments and may also be for specified periods as agreed upon in writing by the Agency and the vendor. For example, *a 13-week contract*

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(*“term”*). The requests for bids are further described in Section 5 below.

- 4.3.2 Prequalified vendors must provide qualified IT professionals to accommodate the Lottery needs and comply with all Lottery policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.
- 4.3.3 The position or classifications above will provide technical expertise to meet the contracted staffing needs for the Lottery to support the division’s IT efforts.
 - 4.3.3.1 These services shall be used to develop new computer systems, modifications, and enhancements to existing computer systems for the Agency, as well as mentor, provide technical training and support, and provide “shadowing” opportunities for State employees, among other tasks as defined by the Lottery in its Delivery Order for the services.

- 4.4 **Background Checks:** Prior to award all prequalified vendors must provide and have a completed background check performed by Vendor at Vendor’s sole cost for each candidate proposed for any classification. These items will include, but are not limited to:
 - 4.4.1 Background check through Vendor
 - 4.4.2 Resume of proposed candidate as proof of experience, with references
 - 4.4.3 Other documents, as requested
 - 4.4.4 The Lottery will also run a separate mandatory background check of vendor staff for each proposed classification before any work can begin.
 - 4.4.4.1 The vendor must provide Lottery with the names and fingerprint information for background check on each vendor staff proposed for placement within 48 hours of scheduled shift.
 - 4.4.4.2 The Vendor and the Lottery must agree to any deviation from this requirement in writing.

- 4.5 **Minimum Experience Requirements:** Vendor’s staff must meet or exceed minimum experience requirements for the associated classification and target technology. E.g., Software Developer/Engineer with five (5) or more years of

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experience with MS Visual Basic for Applications (VBA) and one (1) or more years of experience with MS Transact SQL (TSQL).

4.6 Candidate Performance: The Vendor's proposed candidate must consistently perform the contracted duties as outlined in these specifications or as described in the project-specific scope included within the Delivery Order.

4.6.1 The Agency will notify the awarded vendor if a Vendor's employee fails to consistently perform the contracted duties.

4.6.2 The Agency may, as part of this solicitation, request the Vendor replace the candidate; if so, and the Vendor will have 2 weeks (10 business days) to provide another proposed candidate with the qualifications for a replacement.

4.6.3 The Lottery reserves the right, and at its sole discretion, with no appeal or protest to remove any proposed candidate from the vendor's candidate pool.

4.6.4 If a vendor provides a candidate under false documentation that will give Lottery grounds for cancellation of the Delivery Order and the vendor shall be removed from the prequalified vendor pool.

4.7 Work Location and Work Hours:

4.7.1 Work will be onsite, remote or hybrid, onsite location will be at Lottery headquarters located at 900 Pennsylvania Ave, Charleston, WV. Any and all travel, per diem, parking, and/or living expenses shall be at the Worker's and/or Vendor's expense.

4.7.2 Work hours will be Monday through Friday from 8am - 5pm EDT, excluding State and Federal holidays when the Agency is closed unless approved by the Agency designated manager.

4.7.3 Work outside normal business hours may be required on weekends, evenings, and holidays.

4.7.4 Work over 40 hours will be at the hourly rate quoted on the pricing page for the classification, and must be coordinated and pre-approved by the Agency designated manager. The Agency will not pay vendor overtime rates.

4.8 Non-Disclosure Agreement (NDA) or Confidentiality Agreement: Prior to award all parties, the Vendor, Lottery and vendors proposed candidate must sign a

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mutual Non-Disclosure Agreement (NDA) to ensure the confidentiality of the information exposed. (see attached Lottery NDA as Exhibit – B)

- 4.9 Previous Employees:** The Lottery will not allow any previous employee dismissed by any state agency for disciplinary or performance reasons to return and work through any Staffing Agency.

5 PREQUALIFICATION AWARD AND REQUESTS FOR BIDS:

5.1 Vendor Prequalification: This agreement establishes a pool of prequalified vendors to provide the services listed in Section 4, “Mandatory Contract Items and Deliverables.”

5.1.1 The vendors responding to this RFQ for “Prequalification of Vendors” solicitation and meeting the qualifications in Section 3, “Vendor Qualifications,” will be awarded a Vendor Prequalification Agreement.

5.1.2 The Vendor Prequalification Agreement will enable those vendors to submit bids upon request. Prequalification Agreements are limited to up to three (3) years.

5.2 Requests for Bids: All prequalified vendors will be sent requests for bids when services are needed. The request for bids will contain the following: (see attached Lottery Staff Request Form as Exhibit – C)

5.2.1 Whether PRN or Term contract

5.2.2 Professional Classification from section 4.2

5.2.3 Technology area(s)

5.2.4 Number of years of experience required in each technology area identified

5.2.5 Quantity of services to include the estimated number of hours for a specific date range. E.g., 2080 hours over one year

5.2.6 Pricing Page to be completed by the vendor

5.2.7 The deadline (opening date and time) by which the vendors must submit bids

5.2.8 The location to which bids must be submitted

5.2.9 Examples of work

5.3 Evaluation of Bids: The Lottery shall evaluate the bids received from the prequalified vendors to ensure they comply with the requirements of the prequalification agreement and the requests for bids.

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- 5.4 Award of Bids:** The Lottery shall award the contract to the responsive bidders with the lowest total cost.
- 5.4.1** This will be a progressive award contract with all prequalified vendors that respond to the bid request.
- 5.4.2** The lowest overall total cost will prioritize awards. For example, if Vendor A (lowest bid) cannot meet the needs, the agency shall move to the next lowest bid (Vendor B), and so on.
- 6 PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance in writing as outlined in the Request for Bid. The Vendor shall perform by the Vendor Prequalification Agreement, Request for Bid, General Terms & Conditions, and any contracts or purchase orders the Lottery may issue.
- 7 PAYMENT:** The vendor shall submit monthly invoices in arrears to the Accounting Office at the West Virginia Lottery for all services provided. The Vendor shall submit one monthly invoice for all provided staff, along with a copy of each Vendor staff member's signed timesheet as backup documentation. All timesheets must be signed and approved by Facility's designee before invoicing.
- 8 TRAVEL:** Vendor must be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract. Any anticipated mileage or travel costs must be included in the Vendor's bid response, the agency will not pay such costs separately.
- 9 FACILITIES ACCESS:** Performance of Contract Services may require access cards and keys to access Agency's facilities. If access cards and keys are needed:
- 9.1** Vendor must identify principal service personnel who will be issued access cards and keys to perform service.
- 9.2** The Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card or key lost, stolen, or not returned to the Lottery.
- 9.3** The Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

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9.4 Anyone performing under this Contract will be subject to the Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of the Agency's security protocol and procedures.

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 Manager: Prequalified vendors must designate and maintain a primary manager responsible for overseeing Vendor's responsibilities under the Prequalification Agreement. The manager must be available during regular business hours to address any customer service or other issues related to the agreement. The Vendor shall supply contact information for the designated Manager upon request.

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11.2 Emergency Contact: Prequalified vendors must designate and maintain an emergency contact responsible for any staffing issues that may arise outside of regular business hours. The emergency contact number must be answered or responded to within two (2) hours on any given day or time, including weekends and holidays. In addition, Prequalified Vendors shall supply contact information for the emergency contact upon request.

Contract Manager: Austin Hill
Telephone Number: (734) 612-7039
Fax Number: (800) 713-9796
Email Address: austin.hill@austinslogistics.com

EXHIBIT – A

**WEST VIRGINIA LOTTERY
TEMPORARY IT STAFFING SERVICES**

MUTUAL NON-DISCLOSURE AGREEMENT

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between the West Virginia Lottery, with its principal offices located at 900 Pennsylvania Avenue Charleston, WV 25302 ("Lottery"), and Austin Logistics _____, with its principal offices located at 1420 Washington Blvd Ste 301 _____ ("Party of the second part"), with an Effective Date of April 25, 2024 _____. Lottery and Party of the second party also are referred to herein individually as a "party", or collectively as the "parties".

WHEREAS, the parties to this Agreement may wish to exchange certain information related to the provision of certain information or communication technology services by one party of interest to the other party; and

WHEREAS, the parties agree that improper disclosure of either party's Confidential Information, as defined below, by the other party could cause material harm to the party whose Confidential Information was improperly disclosed;

NOW THEREFORE, in order to protect certain Confidential Information that may be disclosed between the parties, Lottery and Alpha agree to maintain the confidentiality of the Confidential Information as follows:

I. Definition of Confidential Information. The "Confidential Information" disclosed under this Agreement is defined as follows:

Any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, intellectual property, and trade secrets; (v) solicitation for proposals, responses to proposals, bids, or information disclosed in connection with such solicitation, response, or bid; (vi) any other information that should reasonably be recognized as confidential information of the disclosing party.

II. Disclosure Period and Term. This Agreement protects against the disclosure of Confidential Information which is disclosed between the parties during each party's performance of its obligations associated with that certain CRFQ Agreement executed between the parties on _____ (the "Effective Date") and 3 year(s) after the termination of such Agreement ("Disclosure Period"). Therefore, the duty of a recipient of Confidential Information to protect such Confidential Information disclosed under this Agreement begins on the Effective Date and expires 3 year(s) after the end of Disclosure

Period. Upon termination of this Agreement or upon the disclosing party's request, the recipient shall cease use of Confidential Information and return or destroy it.

- III. Use of Confidential Information.** A party hereunder receiving Confidential Information shall use such Confidential Information solely for the purposes of, as applicable to the recipient, understanding current business activities of a party, soliciting a proposal for certain information technology services, responding to such proposal solicitation, reviewing solicitation responses, tendering a bid, or discussions or negotiations related to such solicitation, proposal, or bid.
- IV. Protection of Confidential Information.** Each party shall not disclose the Confidential Information of the other party to any third party. The recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the recipient uses to protect its own confidential information of a like nature. A recipient shall restrict disclosure of Confidential Information to its employees, provided that such employees (i) have a need to know, and (ii) are bound by obligations of confidentiality equally as restrictive as the terms of this Agreement.
- V. Exclusions.** This Agreement imposes no obligation upon the recipient with respect to Confidential Information which: (a) was in the recipient's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the recipient; (f) is disclosed under operation of law; or (g) is disclosed by the recipient with the disclosing party's prior written approval.
- VI. Miscellaneous.** Neither party to this Agreement shall acquire any intellectual property rights nor any other rights under this Agreement except the limited right to use as set forth in this Agreement. This Agreement does not prevent either Party from competing with one another for work or clients unless the parties specifically agree otherwise, in writing, as to a specific client. Each disclosing party warrants and represents that the Confidential Information and other information provided which is necessary to the purposes described hereunder, are true and correct to the best of the disclosing party's knowledge and belief. Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any software or other material that is developed without reference to the Confidential Information.
- VII. Export Administration.** Each party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States and other countries to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such laws.
- VIII. No Obligation to Purchase or Offer Products or Services.** Neither party has an obligation under this Agreement to purchase or otherwise acquire any service or item

from the other party. Neither party has an obligation under this Agreement to commercially offer any products using or incorporating the Confidential Information. The disclosing party may, at its sole discretion, offer such products commercially and may modify them or discontinue such offerings at any time.

- IX. General.** The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of West Virginia. The parties agree that the information provided as allowed by this Agreement will not contain any proprietary technical or confidential contractual information, or any financial information related to the relationship between Alpha and its partners. As a result, damages will not be included as a remedy.

The undersigned authorized representatives of each party have agreed to be legally bound by the terms of this Agreement as of the Effective Date shown above.

WEST VIRGINIA LOTTERY

By: _____

Name: _____

Title: _____

Austin Logistics (VENDOR)

By: 

Name: Austin Hill

Title: CEO

ATTACHMENT – 1

**WEST VIRGINIA LOTTERY
TEMPORARY IT STAFFING SERVICES**

**JOB CLASSIFICATIONS
AND
REQUIREMENTS**

Business Analyst

Nature of Work:

Under general supervision, analyzes and documents business requirements and processes and assists in designing IT solutions to meet needs. Facilitates process modifications and improvements. Performs related work as required.

Examples of Work:

- Analyzing and improving business processes to enhance efficiency, productivity, and quality.
- Documenting current processes, identifying areas for improvement, and designing optimized workflows
- Eliciting, analyzing, and documenting IT project and initiative business requirements.
- Conduct stakeholder interviews, document user stories, and manage requirements throughout the project lifecycle.
- Analyzing market trends, customer feedback, and product performance data to inform product development and strategy.

Data Analyst

Nature of Work:

Under general supervision, is responsible for data analysis, modeling, database management, security, and quality assurance. Performs related work as required.

Examples of Work:

- Gathering, analyzing, and interpreting business data to provide strategic insights and inform decision-making
- Designing and maintaining data warehouses, creating reports and dashboards, and identifying trends and patterns
- Analyzing and interpreting data to derive actionable insights and support decision-making
- Collecting and analyzing data, creating visualizations, and communicating findings to stakeholders
- Develop and execute test plans and test cases to validate data accuracy, completeness, and consistency
- Conduct data quality assessments to identify and resolve anomalies, errors, and discrepancies

Database Administrator

Nature of Work:

Under general supervision, is responsible for designing, implementing, and maintaining databases. Performs related work as required.

Examples of Work:

- Design logical and physical database structures based on business requirements and industry best practices
- Define data models, schemas, tables, indexes, and relationships to ensure efficient data storage and retrieval
- Install, configure, and deploy SQL Server database management systems (DBMS)
- Create and configure database instances, ensuring optimal performance, scalability, and availability
- Import, export, and migrate data between different database environments while ensuring data integrity and consistency
- Monitor database performance, health, and security to identify and address potential issues proactively

Help Desk Support

Nature of Work:

Under general supervision, is responsible for technical support to end-users, troubleshooting technical issues, and resolving problems. Performs related work as required.

Examples of Work:

- Resolve technical problems related to desktops, laptops, printers, mobile devices, and other peripherals
- Guide users through troubleshooting steps and perform remote diagnostics to identify and resolve technical issues
- Maintain a knowledge base of common technical issues and their resolutions for reference by end-users and support staff
- Conduct training sessions and workshops for end-users to promote self-service troubleshooting and enhance technical skills
- Assist with user account creation, modification, and termination processes, ensuring compliance with regulatory requirements
- Install software updates, patches, and security fixes to address vulnerabilities and enhance system stability

IT Service Continuity Analyst

Nature of Work:

Under general supervision, documents, analyzes, implements, and manages disaster recovery and business continuity plans. Performs related work as required.

Examples of Work:

- Develop and maintain comprehensive disaster recovery (DR) and business continuity (BC) plans, including procedures, policies, and guidelines
- Document recovery objectives, critical processes, dependencies, and resource requirements to ensure readiness for potential disasters
- Analyze existing DR and BC capabilities, processes, and infrastructure to identify gaps and opportunities for improvement
- Conduct regular testing and validation exercises of DR and BC plans to verify effectiveness, identify weaknesses, and refine procedures
- Conduct tabletop exercises, simulations, and drills to prepare personnel for emergency scenarios and enhance response capabilities

Network Engineer

Nature of Work:

Under general supervision, is responsible for designing, implementing, and maintaining computer networks. Performs related work as required.

Examples of Work:

- Design and architect computer networks, including LANs, WANs, and wireless networks, based on organizational requirements and best practices
- Develop network topology diagrams, IP addressing schemes, and routing protocols to ensure efficient data transmission and connectivity
- Deploy and configure network devices such as routers, switches, firewalls, and access points to establish connectivity and secure network infrastructure
- Conduct network audits, performance assessments, and capacity planning to identify potential issues and scalability requirements
- Implement and enforce network security measures, including firewalls, intrusion detection/prevention systems (IDS/IPS), VPNs, and access controls
- Identify root causes of network issues and implement corrective actions to restore service and minimize downtime
- Implement configuration management processes to track changes, updates, and revisions to network devices and configurations

Project Manager

Nature of Work:

Under general supervision, manages IT projects, coordinates resources, and meets project deadlines. Performs related work as required.

Examples of Work:

- Develop project plans, schedules, and budgets and track progress against key milestones and deliverables
- Identify project resource requirements and allocate resources effectively to meet project needs and timelines
- Provide regular project status updates, reports, and presentations to stakeholders to keep them informed of project progress and risks
- Develop risk management plans, contingency strategies, and mitigation measures to minimize project disruptions and ensure successful outcomes
- Implement quality assurance activities, such as reviews, inspections, and testing, to validate project deliverables and ensure compliance with quality standards
- Implement change control procedures to document, evaluate, and approve changes in a systematic and transparent manner
- Maintain accurate and up-to-date project documentation, including project plans, schedules, status reports, and meeting minutes

Quality Assurance Analyst

Nature of Work:

Under general supervision, tests software applications to meet quality standards and requirements. Performs related work as required.

Examples of Work:

- Develop test plans, test cases, and test scripts based on software requirements and design specifications
- Define test objectives, acceptance criteria, and testing strategies to ensure comprehensive test coverage
- Conduct functional testing, regression testing, integration testing, and performance testing to identify defects and ensure software quality
- Identify, classify, prioritize, and report software defects and issues found during testing
- Develop and maintain automated test scripts and test frameworks
- Generate test summary reports, defect trend analysis reports, and test coverage reports for project stakeholders
- Identify potential risks and their impacts on software quality, reliability, and usability and adjust testing strategies accordingly

Security Analyst

Nature of Work:

Under general supervision, documents, analyzes, implements, and maintains security measures to protect IT systems and data. Performs related work as required.

Examples of Work:

- Develop and maintain comprehensive documentation of security policies, procedures, standards, and guidelines
- Document security controls, configurations, and baselines for IT systems and infrastructure
- Analyze security threats, vulnerabilities, and risks to IT systems and data through risk assessments and security audits
- Evaluate security controls and mechanisms to identify gaps, weaknesses, and areas for improvement
- Perform regular security assessments, vulnerability scans, and penetration tests to identify and address security vulnerabilities proactively
- Respond to security incidents, breaches, and anomalies by investigating root causes, containing threats, and mitigating impacts
- Conduct security audits and assessments to verify compliance with security controls, policies, and procedures
- Develop risk mitigation strategies, controls, and action plans to address identified security risks and vulnerabilities

Software Developer/Engineer

Nature of Work:

Under general supervision, is responsible for designing, coding, testing, and maintaining software applications. Performs related work as required.

Examples of Work:

- Create system architecture, design diagrams, and technical specifications to guide the development process
- Implement software features, modules, and components according to design specifications and coding standards
- Debug, troubleshoot, and resolve software defects and issues reported by users or identified during testing
- Implement software updates, patches, and enhancements to address changing requirements and improve system performance
- Document software changes, release notes, and technical documentation to facilitate knowledge transfer and future maintenance
- Deploy software releases to production environments in a controlled and efficient manner, minimizing downtime and disruption

Systems Administrator

Nature of Work:

Under general supervision, is responsible for installing, configuring, and maintaining computer systems, networks, and servers. Performs related work as required.

Examples of Work:

- Install and configure operating systems, software applications, and hardware components on computer systems and servers.
- Set up and deploy network infrastructure devices such as routers, switches, firewalls, and wireless access points.
- Install and configure server hardware, including rack-mount servers, blade servers, and virtualization hosts.
- Perform routine maintenance tasks such as software updates, patches, and security fixes to ensure system stability and security
- Identify root causes of system failures, performance degradation, and network outages and implement corrective actions.
- Implement and enforce security policies, access controls, and encryption mechanisms to protect computer systems, networks, and servers.
- Maintain accurate and up-to-date documentation of system configurations, network diagrams, and technical procedures.

Technical Writer

Nature of Work:

Under general supervision, is responsible for creating technical documentation, including but not limited to user manuals, help files, and online documentation. Performs related work as required.

Examples of Work:

- Develop user manuals and guides for software applications, hardware devices, and technical systems to assist end-users in understanding product features and functionalities.
- Collaborate with subject matter experts (SMEs) and product managers to gather information and ensure the accuracy and completeness of user documentation.
- Write concise and informative help content covering everyday tasks, functions, and features tailored to target users' needs and skill levels.
- Design and develop online documentation portals, knowledge bases, and FAQs to serve as centralized technical information and resources repositories.
- Review and edit technical documentation for clarity, coherence, accuracy, and adherence to style and formatting guidelines.
- Maintain document repositories, libraries, and archives to store, organize, and track revisions and updates to technical documentation.

ATTACHMENT – 2

WEST VIRGINIA LOTTERY TEMPORARY IT STAFFING SERVICES

SAMPLE OF REQUEST FOR PRICING

Example Information Technology Staff Augmentation Request

Work Location: 1900 Pennsylvania Ave, Charleston WV, 25302

Position Number: 2024000142

WV Lottery Contact Information

Contact Name	Phone Number	Email
Jonathan O'Quinn	304-558-0500 x1935	joquinn@wvlottery.com

Position Request Information

Category	Type	Period	Total Contract Hours
Network Engineer	Term average 4/weekly	52 weeks	300

Onsite/Remote/Hybrid	Target Start Date		Hourly Rate
Onsite	6/1/2024		\$

Worker Minimum Qualifications

Years	Technology and Experience
5	Install, configuring, and maintaining Cisco routers and switches
	Valid CCNA, CCNP, or CCIE certification in Routing and Switching is required
	On-call, four (4) hour onsite response time is required.
	Travel to up to eight (8) total sites may be required. Additional response time hours are documented below.

Examples of Work

Maintain network documentation, including network diagrams, addressing schemes, and server, router, switch, and security configurations.

Must be able to install, configure, and maintain Cisco equipment, including various routers and switches.

Identify root causes of network issues and implement corrective actions to restore service and minimize downtime

Implement configuration management processes to track changes, updates, and revisions to network devices and configurations

Conduct network audits, performance assessments, and capacity planning to identify potential issues and scalability requirements

Additional Travel Hours Allotted for Response Time:

West Virginia Lottery **0**
Headquarters
900 Pennsylvania Avenue
Charleston, WV 25302

West Virginia Lottery
Backup Data Center (Hot Site)
64 Sterling Drive
Bridgeport, WV 26330

Example Information Technology Staff Augmentation Request

West Virginia Lottery 100 Municipal Plaza Suite 100 Weirton, WV 26062	4
The Greenbrier 300 W Main Street White Sulphur Springs, WV 24986	2
Mardi Gras Casino & Resort 1 Greyhound Drive Cross Lanes, WV 25313	0
Wheeling Island Hotel-Casino-Racetrack 1 South Stone Street Wheeling, WV 26003	4
Mountaineer Racetrack, Casino & Resort Rt 2 Chester, WV 26034	4
Hollywood Casino at Charles Town Races Flowing Springs Road Rt 340 Charles Town, WV 25414	6

Example Information Technology Staff Augmentation Request

Work Location: 1900 Pennsylvania Ave, Charleston WV, 25302

Position Number: 2024000142

WV Lottery Contact Information

Contact Name	Phone Number	Email
Jonathan OQuinn	304-558-0500 x1935	joquinn@wvlottery.com

Position Request Information

Category	Type	Period	Total Contract Hours
Software Developer/Engineer	Term: Average 40/weekly	52 weeks	2200

Onsite/Remote/Hybrid	Target Start Date		Hourly Rate
Hybrid 10% onsite/90% remote	7/1/2024		\$

Worker Minimum Qualifications

Years	Technology and Experience
5	Coding applications in Microsoft Visual Basic for Applications (VBA) in MS Access
2	Writing Microsoft Structured Query Language (SQL) queries for MS SQL server
	After hours, weekends and holiday work may be required as needed

Examples of Work

Implement software features, modules, and components according to design specifications and coding standards

Debug, troubleshoot, and resolve software defects and issues reported by users or identified during testing

Implement software updates, patches, and enhancements to address changing requirements and improve system performance

Document software changes, release notes, and technical documentation to facilitate knowledge transfer and future maintenance

Deploy software releases to production environments in a controlled and efficient manner, minimizing downtime and disruption

Example Information Technology Staff Augmentation Request

Work Location: 1900 Pennsylvania Ave, Charleston, WV, 25302

Position Number: 2024000103

WV Lottery Contact Information

Contact Name	Phone Number	Email
Jonathan O'Quinn	304-558-0500 x1935	joquinn@wvlottery.com

Position Request Information

Category	Type	Period	Total Contract Hours
Network Engineer	PRN	52 weeks	400

Onsite/Remote/Hybrid	Target Start Date		Hourly Rate
Hybrid 50% onsite/50% remote	7/1/2024		\$

Worker Minimum Qualifications

Years	Technology and Experience
7	Designing and implementing complex local, wide area, and wireless networks, VPN, and firewalls.
	A valid CCIE certification is required

Examples of Work

Network Design: Develop comprehensive network architecture plans to meet the organization's current and future needs. This involves designing network layouts, recommending appropriate hardware and software components, and ensuring scalability and reliability for LAN, WAN, and Wireless networks.

Network Security: Develop and assist with implementing security measures to protect the network infrastructure from cyber threats such as malware, hacking attempts, and data breaches. This may involve firewalls, intrusion detection systems, VPNs, and other security protocols.

Network Optimization: Optimize network performance by identifying and resolving bottlenecks, latency issues, and other performance constraints. This could involve analyzing network traffic patterns, upgrading hardware, or implementing Quality of Service (QoS) policies.

Disaster Recovery Planning: Develop disaster recovery and business continuity plans to ensure network availability during natural disasters, hardware failures, or other disruptions. This could involve setting up redundant network paths, failover mechanisms, and backup systems.