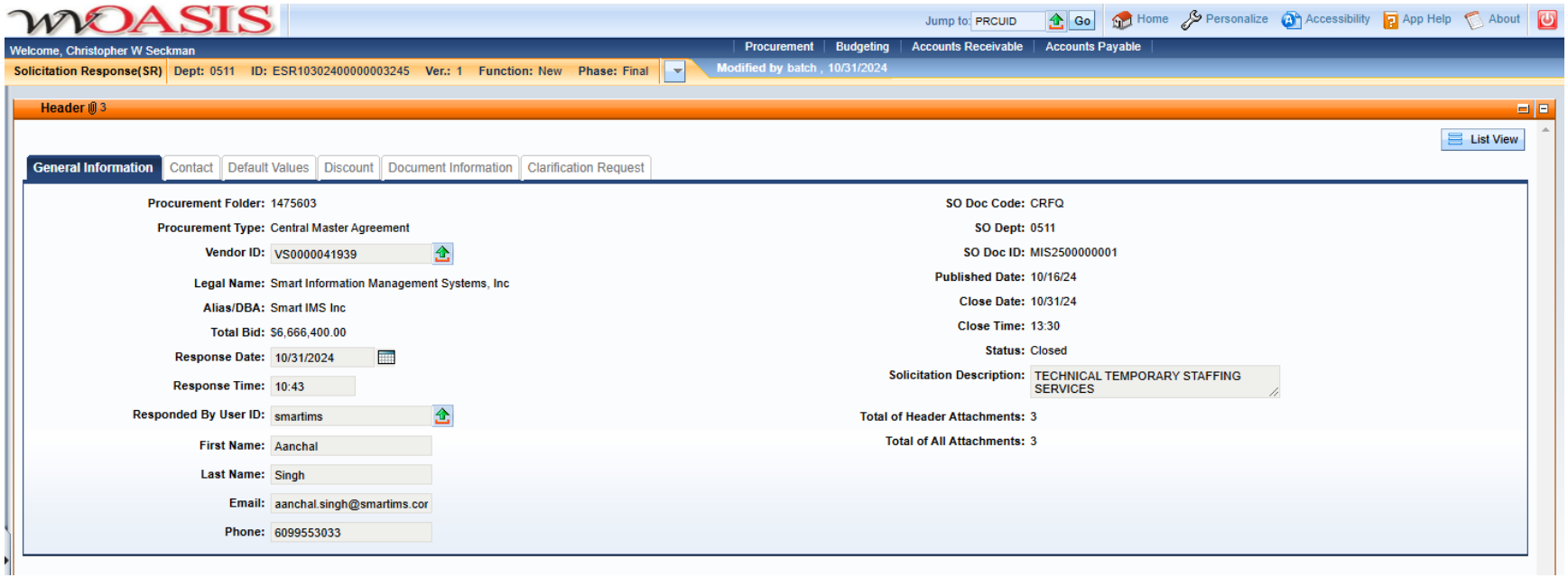
The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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.


WVOASIS
Jump to: PRCUID Go
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About
Welcome, Christopher W Seckman
Procurement
Budgeting
Accounts Receivable
Accounts Payable
Solicitation Response(SR) Dept: 0511 ID: ESR10302400000003245 Ver.: 1 Function: New Phase: Final
Modified by batch , 10/31/2024
Header 3
List View
General Information
Contact
Default Values
Discount
Document Information
Clarification Request
Procurement Folder: 1475603
Procurement Type: Central Master Agreement
Vendor ID: VS0000041939
Legal Name: Smart Information Management Systems, Inc
Alias/DBA: Smart IMS Inc
Total Bid: $6,666,400.00
Response Date: 10/31/2024
Response Time: 10:43
Responded By User ID: smartims
First Name: Aanchal
Last Name: Singh
Email: aanchal.singh@smartims.cor
Phone: 6099553033
SO Doc Code: CRFQ
SO Dept: 0511
SO Doc ID: MIS2500000001
Published Date: 10/16/24
Close Date: 10/31/24
Close Time: 13:30
Status: Closed
Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES
Total of Header Attachments: 3
Total of All Attachments: 3

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:	1475603
Solicitation Description:	TECHNICAL TEMPORARY STAFFING SERVICES
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-10-31 13:30	SR 0511 ESR10302400000003245	1

VENDOR

VS0000041939
Smart Information Management Systems, Inc

Solicitation Number: CRFQ 0511 MIS2500000001

Total Bid: 6666400 **Response Date:** 2024-10-31 **Response Time:** 10:43:12

Comments:

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Web Application Analyst	2080.0000	HOUR	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Senior Web Application Analyst Optional renewal year 1	2080.0000	HOUR	98.000000	203840.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Web Application Analyst Optional renewal year 2	2080.0000	HOUR	101.000000	210080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Senior Web Application Analyst Optional renewal year 3	2080.0000	HOUR	104.000000	216320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application Oracle Database Administrator	2080.0000	HOUR	98.000000	203840.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.0000	HOUR	101.000000	210080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.0000	HOUR	104.000000	216320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.0000	HOUR	110.000000	228800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Senior Application DB2 Database Administrator	2080.0000	HOUR	98.000000	203840.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.0000	HOUR	101.000000	210080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.0000	HOUR	104.000000	216320.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.0000	HOUR	110.000000	228800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	SQL Server Database Administrator	2080.0000	HOUR	88.000000	183040.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	SQL Server Database Administrator Opt Ren Yr 1	2080.0000	HOUR	91.000000	189280.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	SQL Server Database Administrator Opt Ren Yr 2	2080.0000	HOUR	93.000000	193440.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SQL Server Database Administrator Opt Ren Yr 3	2080.0000	HOUR	99.000000	205920.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Help Desk Analyst	2080.0000	HOUR	39.000000	81120.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Help Desk Analyst Optional Renewal Year 1	2080.0000	HOUR	41.000000	85280.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Help Desk Analyst Optional Renewal Year 2	2080.0000	HOUR	44.000000	91520.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Help Desk Analyst Optional Renewal Year 3	2080.0000	HOUR	48.000000	99840.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Business Analyst	2080.0000	HOUR	78.000000	162240.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Business Analyst Optional Renewal Year 1	2080.0000	HOUR	80.000000	166400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Business Analyst Optional Renewal Year 2	2080.0000	HOUR	83.000000	172640.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Business Analyst Optional Renewal Year 3	2080.0000	HOUR	88.000000	183040.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Information Systems Assistant	2080.0000	HOUR	35.000000	72800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Information Systems Assistant Optional Renewal Year 1	2080.0000	HOUR	37.000000	76960.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Information Systems Assistant Optional Renewal Year 2	2080.0000	HOUR	40.000000	83200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Information Systems Assistant Optional Renewal Year 3	2080.0000	HOUR	44.000000	91520.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Programmer Analyst	2080.0000	HOUR	60.000000	124800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Programmer Analyst Optional Renewal Year 1	2080.0000	HOUR	62.000000	128960.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Programmer Analyst Optional Renewal Year 2	2080.0000	HOUR	64.000000	133120.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Programmer Analyst Optional Renewal Year 3	2080.0000	HOUR	67.000000	139360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Senior Mainframe Application Analyst	2080.0000	HOUR	88.000000	183040.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.0000	HOUR	91.000000	189280.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.0000	HOUR	93.000000	193440.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.0000	HOUR	99.000000	205920.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Mainframe Application Analyst	2080.0000	HOUR	78.000000	162240.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Mainframe Application Analyst Renewal Yr 1	2080.0000	HOUR	80.000000	166400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Mainframe Application Analyst Renewal Yr 2	2080.0000	HOUR	83.000000	172640.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Mainframe Application Analyst Renewal Yr 3	2080.0000	HOUR	88.000000	183040.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.

Smart IMS Proposal to the State of West Virginia

for Technical Temporary Staffing Services

Submitted On:

October 31st 2024

1:30 EST

Ram Vaada
Global Enterprise Solutions Head
103 Morgan Lane, Suite 104
Plainsboro, NJ 08536
678-689-0936
ram.vaada@smartims.com
www.smartims.com

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1 COVER LETTER

10/31/2024

Crystal Hustead
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Subject: Response to State of West Virginia's Technical Temporary Staffing Services
Solicitation No: CRFQ MIS2500000001

Dear Ms. Hustead:

Smart IMS, Inc. is pleased to respond to the State of West Virginia's Technology Temporary Staffing Services Solicitation No: CRFQ MIS2500000001 that requires qualified firms to provide a complete and comprehensive offering of Technical Temporary Staffing Services.

Smart IMS has more than 30 years of experience in providing Technology staffing solutions to various local, state, federal, and commercial clients across the United States.

We acknowledge and agree to all rules, procedures, terms, and conditions specified in this solicitation. We also acknowledge the Amendments to the subject solicitation. We have limited our response to the specific items described in the solicitation and strongly believe that our response meets the requirements of the solicitation.

Should you need additional information on these or any other services, please contact us on our contact information provided below. We look forward to a mutually beneficial partnership.

Authorized Signatory,

Sriram Valluri

_____

Contact: Sriram Valluri
Designation: Director of Recruiting
Address: 103 Morgan Ln, Suite 104, Plainsboro, NJ 08536
Phone: 609-955-3031
Email: sriram.valluri@smartims.com
www.smartims.com

2 EXECUTIVE SUMMARY

Incorporated in 1994, Smart Information Management Systems, Inc. (Smart IMS), is a **New Jersey Certified Small Business Enterprise (SBE) headquartered in Plainsboro, NJ** with offices in **VA, DC, GA, TX, CA and across Europe, AMEA and APAC regions.**

We are a prime Information Technology Staffing Vendor for **the State of New Jersey, the Maryland Judiciary, the City of Philadelphia, City of New York, State of Delaware, State of Wisconsin, Commonwealth of Pennsylvania, State of Louisiana, State of Minnesota, State of Kansas, State of Florida, State of Michigan, State of Utah, State of Oregon, State of Colorado, County of Sacramento, Oakland County, State of Georgia, and State of Texas** providing Technical Temporary Staffing Services similar to what the State of West Virginia is requiring per the subject solicitation.

Smart IMS, with a global workforce of engineering and technology experts, has successfully engaged over 12,000 IT and Engineering resources in diverse capacities on various customer projects over the course of our 30 years of operation. We strive to bring to our customers top notch Technology and Engineering talent that has been scrupulously vetted. We have abundant industry connections in Aerospace and Defence, Manufacturing and Telecommunications with an extensive network of professionals working across these industries.

Smart IMS has long-standing successful relationships with State, City, and Local government entities and Fortune 1000 companies, including the Lincoln Financial Group, Bank of America, Dow Jones, and other clients. The Figure below showcases some of our SLED and Commercial Clients.

Figure 1: Smart IMS Clientele – State, BFSI and Enterprise Customers

What Smart IMS brings to the table:

- 30+ years of staff augmentation experience providing contract, contract to hire & permanent hires.
- 24/7 Global Technology Talent Acquisition Teams working across multiple regions and time zones with each client supported by dedicated recruiters and talent acquisition staff with intrinsic client domain expertise.
- A vetted candidate database of over 250,000 resources to ensure quick turnaround for staffing needs.
- Over 150 Commercial and Government Customers across North America, APAC and EMEA regions.
- Mature staffing process and flexible staffing models that ensures rapid response and turnaround times.
- Integrated standardized toolset, established methods, accelerators, processes and home-grown cutting-edge solutions to provide 'On-Demand' staff augmentation.
- The ability to hire new talent in as little as 2 days.

Smart IMS' Unique Selling Point: **most of our vetted resources aren't on job boards.** That's what sets us apart from other run-of-the-mill staffing companies. Our scalable enterprise recruiting model and infrastructure combine to meet your just-in-time resource requirements. Whatever the skills, wherever the need, whatever the duration, we can provide qualified resources to support you 24x7.

Phase	Description
Capture & Fulfill Requirements – Turnaround Time 24-48 Hours	➢ Co-ordinate to obtain requirements from the Client's IT divisions/ Procurement/ MSP Program Managers. ➢ Requirements are carefully analyzed against lists of candidates who would match the requirements. ➢ Technically Evaluate Candidates and submit to client. ➢ Arrange interviews (Phone, Videoconference or Face to Face).
Manage Billing and Candidate performance	➢ On Selection, obtain work order/ Statement of Work for Temporary Services. ➢ Orient candidates on the new job at client location in accordance with client policies (including introduction to the Manager and teams). ➢ Track performance of the candidate by obtaining feedback from Client Manager and candidate. ➢ Coordinate time sheets and billing with the procurement department.

Figure 2:Smart IMS Recruiting Process/ Approach

2.1 VALUE ADDED FUNCTIONS

Smart IMS offers a variety of value-added functions and capabilities that enhance its core services, making it a preferred choice for clients seeking IT solutions. Here are some of the key value-added functions and capabilities:

1. **Comprehensive IT Solutions:** Smart IMS provides end-to-end IT services, including consulting, application development, managed services, and IT staffing. This comprehensive approach ensures clients can rely on a single provider for a wide range of IT needs, leading to better integration and streamlined processes.
2. **Customized Service Delivery:** Smart IMS tailors its services to meet the specific requirements of each client. By understanding the unique challenges and goals of each organization, Smart IMS designs and implements solutions that align with the client's business objectives, ensuring maximum effectiveness and ROI.
3. **Innovation and Technology:** The company leverages the latest technologies and industry best practices to deliver innovative solutions. This includes the use of AI, machine learning, and data analytics to enhance business processes, improve decision-making, and drive operational efficiency.
4. **Robust Security Measures:** Smart IMS places a strong emphasis on security, offering robust cybersecurity services to protect clients' data and IT infrastructure. This includes risk assessments, security audits, and the implementation of advanced security protocols to mitigate potential threats.

5. **Scalable Solutions:** The solutions provided by Smart IMS are designed to be scalable, allowing clients to easily adapt to changing business needs and growth. This flexibility ensures that clients can expand their IT capabilities without significant overhauls or disruptions.
6. **Expert Team:** Smart IMS boasts a team of highly skilled professionals with extensive experience in various domains of IT. This expertise ensures that clients receive high-quality service and solutions that are both effective and efficient.
7. **Proven Track Record:** With a history of successful projects and satisfied clients, Smart IMS has established a reputation for reliability and excellence. Case studies and client testimonials can provide documentation of past successes, and the value delivered.
8. **Client-Centric Approach:** Smart IMS prioritizes client satisfaction and works closely with clients throughout the project lifecycle. Regular updates, transparent communication, and a commitment to addressing client feedback ensure a positive and productive partnership.
9. **Continuous Improvement:** The company is committed to continuous improvement, regularly updating its methodologies and tools to stay ahead of industry trends and deliver cutting-edge solutions.

3 SOLUTION OVERVIEW

3.1 OUR PROFESSIONAL SERVICES APPROACH

Smart IMS delivers the right team for the right solution. Our engagement process is focused on our clients and their business needs. This consultative approach, known as our Perfect Fit Program, details from start to finish how our firm selects the perfect candidate for the client's need. The Perfect Fit Program includes five phases, which are customized to service your account most effectively. The following Figure below depicts our Information Technology Contracted Staffing Services highlights:

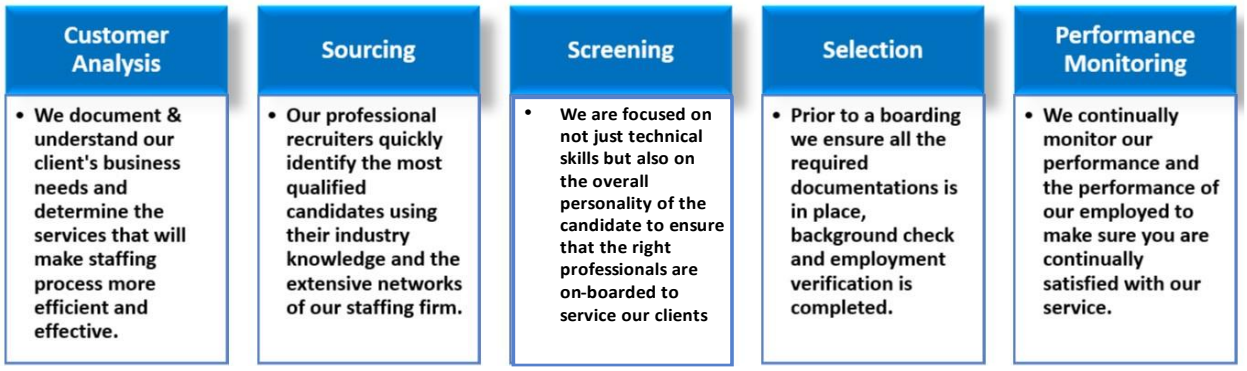

Figure 3: Smart IMS Highlights of Temporary Staffing Services

At Smart IMS, we pride ourselves on delivering unparalleled consulting services tailored for industry to Fortune 1000 corporations, city, state, and federal levels of government entities, encompassing a wide array of cutting-edge technologies, diverse platforms, and multifaceted domains.

Our seasoned teams address an extensive spectrum of technological needs and strategic planning, offering services including design, engineering, architectural solutions, program and project management, precise business analysis, quality assurance, database administration, disaster recovery and continuity planning, cybersecurity implementation, cloud-based solutions, and on-demand support services.

The image provided below showcases the breadth and depth of Smart IMS' Recruiting & Resource Management Processes, offering a comprehensive view of our tailored solutions to meet your distinct needs.

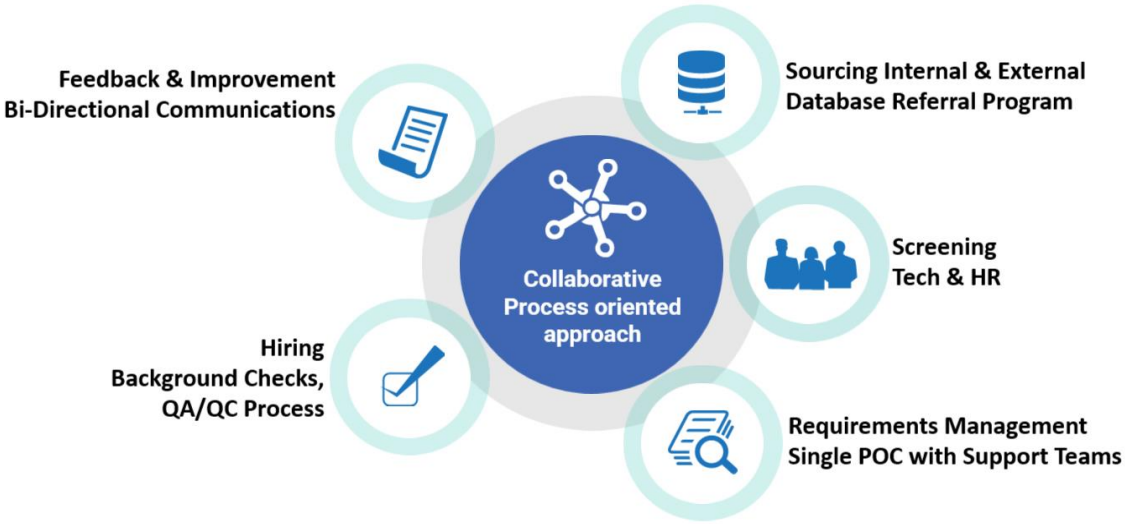

Figure 4: Our Recruiting & Resource Management Processes

Smart IMS currently boasts a robust portfolio encompassing over numerous active clients spanning both the public and private sectors. Our engagements vary, ranging from individual consulting arrangements to comprehensive project-based collaborations. Our ongoing projects benefit from meticulous oversight and management by our Senior Delivery Executives. Backed by the vigilant supervision of our Delivery Organization and Management Teams, coupled with Smart IMS' self-sustaining, cash flow-positive status, we confidently affirm our capacity for rapid expansion while consistently meeting the precise Information Technology Staffing Services needs outlined.

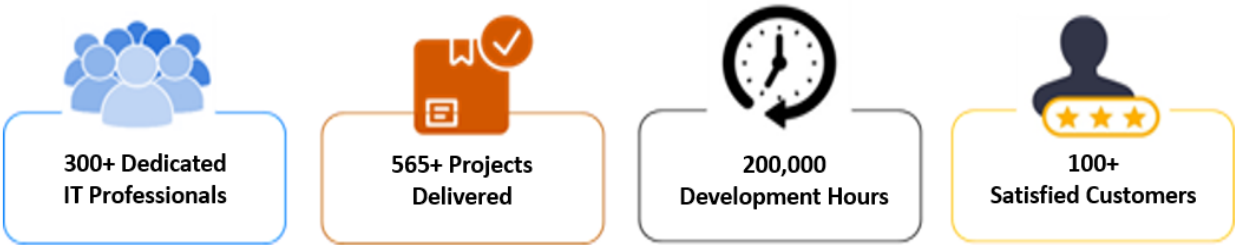

Figure 5: Snapshot of our Professional Services

Process of Recruiting and Vetting the Right Candidate

The process starts with the requirement. Each responsible team member plays a role in successfully delivering the candidates. Below is our methodology and the **Ten-Step Recruiting Framework** that we use to fulfil our clients' needs.

Methodology and tools used to ensure consistency: Ten-Step Recruiting Framework

To ensure consistent best fit, Smart IMS uses our Ten-Step Recruiting Framework also referred to as our Recruitment Productivity Process and breaks recruitment down into ten clearly identifiable steps. The factors that make our process unique are the way we execute these steps and Smart IMS' long established, proven staffing experience. Staffing is one of Smart IMS' core competencies and is executed according to the best practices developed through industry analysis and optimization.

There are management controls throughout the process. Each of the ten steps has its own key metrics, and team members are held accountable for performance against them. We report on metrics every day, with updates to ensure that we deliver the client's objectives as productively as possible. This selective recruitment policy ensures that only the best in class is inducted to the challenging client needs and delivers up to our client's satisfaction.

Recruitment Process	Responsibility
Step 1: Client Requisition	

• On receipt of a staffing request from **the State**, our Key Personnel craft a detailed timeline outlining each step of the recruitment and staff management process, ensuring adherence to deadlines and efficient resource allocation. • Then, the Key Personnel enter the details in our **Application Tracking System (ATS)** along with short synopsis of the requisition.	Account Manager
Step 2: Identify Resource	
Requisition will be assigned to Smart IMS's Resource Management team. The team will: • Deploy a strategic approach to craft job descriptions that resonate with diverse candidates. • Employ inclusive language and emphasize **the State**'s commitment to diversity, equity, and inclusion (DEI) principles. • Check for a suitable resource within the internal database and as well as through other premium subscriptions of Smart IMS. • Harness a comprehensive network of platforms and methodologies to cast a wide net for talent acquisition and post job descriptions in Smart IMS website along with the external job boards.	Delivery Manager
Step 3: Evaluation	
• Once a resource is identified, they undergo the technical assessment and evaluation through an internal technical panel of qualified professionals. • The panel implements a rigorous screening process sensitive to diversity, ensuring an inclusive pool of qualified candidates. • The panel will also evaluate candidate's interpersonal and intrapersonal skills.	SMEs
Step 4: Resume Submission	
• The resume of internally shortlisted candidate is then formally submitted to **the State's** Managers providing detailed candidate profiles to streamline selection processes along with the required skill matrix and a summary of the candidate's qualifications pertaining to the specific requisition. • The Account Manager coordinates and set up interview scheduling with precision and professionalism, optimizing **the State's** managers' time.	Account Manager
Step 5: Offer	
• If an offer is made, the Account manager will complete all due diligence before extending an offer to successful personnel. • Extend the offer. • Keep the Hiring Manager informed about the status of the candidate's onboarding process.	Account Manager
Step 6: Background Verification, and Drug Check	
• Once the candidate accepts the offer, our team will initiate a comprehensive background verification and drug check as needed by **the State.** • The team also guarantees adherence to **the State's** policies by collecting and submitting required clearances and paperwork. • Then, the team will execute a seamless onboarding process, aligning closely with **the State's** needs and protocols.	Recruitment Team & Account Manager
Step 7: Start Date	
• Update the candidate with the required information regarding the project start date. • Conduct e-Verification. • Share the first day reporting details.	Account Manager & Human Resource
Step 8: Ongoing Support and Training	

• Conduct training sessions as needed for the project. • Certification support for career development. • Infuse DEI principles into all aspects of personnel development and professional learning opportunities, cultivating an environment where diverse perspectives are valued and supported. • Establish a structured approach for Performance Improvement Plans (PIPs), co-created with **the State's** representatives to ensure alignment with organizational objectives. • Provide mentorship and resources for staff improvement, fostering a culture of continuous development.	Human Resource SMEs
Step 9: Performance Oversight, Seamless Transitions and Feedback	
• Facilitate inclusive evaluations involving the contracted staff, Smart IMS representatives, and **the State's** managers, fostering constructive feedback and growth. • Smart IMS follows a 30-60-90-day check-in where our Account Manager connects with both the candidate and the **State's** manager periodically to make sure if there are any performance-related issues. • This practice has helped us in identifying any issues and fixing them to make sure that our resources are motivated and are able to perform well at their job. • Foster a culture of feedback collection from all stakeholders – **the State's** managers, contracted staff, and internal team members - to drive ongoing enhancements.	Account Manager
Step 10: Report Maintenance	
The assigned Account Manager will be responsible for: • Generating comprehensive reports regularly, providing insights into recruitment progress, evaluation outcomes, and transition success rates. • Implementing a reporting system that enables swift identification of bottlenecks and areas for improvement. • Submitting internal and client reports to the concerned parties such as Usage reports.	Account Manager

We also prioritize several key initiatives to develop, motivate, reward, and retain well-trained, highly qualified personnel.

- We invest in designing and implementing comprehensive training and development programs that enhance employees' skills and knowledge.
- We create opportunities for career advancement and growth within the organization, developing individual career plans that align with employees' aspirations and provide them with the necessary resources and support to achieve their goals.
- We implement effective performance management systems that provide regular feedback and recognition, fostering motivation and engagement. Additionally, a robust rewards system recognizes and appreciates employees' contributions, ensuring they feel appreciated and motivated.
- We are focused on creating a positive work culture that promotes work-life balance and encourages open communication. By establishing effective communication channels, we encourage open dialogues with our employees regarding their performance, growth opportunities, and organizational updates.

Personnel Training, Skills Development and Certification Process: Smart IMS provides internal and external management and technology training for all our professionals. In fact, we differentiate ourselves from our peers by making significant training investments in our people. We mandate 40 hours of training per year for our staff. Training costs are reimbursed internally and not by our clients. Training is our primary means to

(1) Re-culture current staff,
(2) Institutionalize our successful project approach,
(3) Train staff how to leverage Team assets, and
(4) Grow our staff's knowledge base.

Our team commitment to this training approach, and its proven success, is evident in the following:

- **Tuition and Training Reimbursement** is provided per year per employee and participation is encouraged in professional associations and conferences.
- Conduct 3 **"Boot Camps"** per year with **16 training sessions** to bring our new staff members up to speed with Team/Project specific processes, **ITIL, CMMI, ISO, and PMI best practices**.
- Leadership development program, available to project staff with high potential.
- **Organizational Training Plan (OTP)** based on project, organizational, and individual training needs.

We also tailor our methodologies to meet the specific needs and culture of our client's organization. Through regular evaluation and adjustment of these practices based on employee feedback and market trends, the changes in the process are essential for maintaining a highly qualified and motivated workforce. By implementing the above-mentioned strategies, we attract, develop, motivate, and retain a talented workforce that contributes to the long-term success of the company.

We will assign a dedicated team to collaborate with **the State** to ensure a team of management, supervisory, and other key personnel to establish a detailed screening process, combining our understanding of the requirement, need, and our prior experience working with Commercial, SLED and other Government agencies.
The team and their responsibilities are described in the below table:

Team Member	Responsibilities
Account Manager (Key Personnel)	• Responsible for relationship and communication with **the State**. • SPOC for escalation of issues. • SPOC for all contractual, administrative, and financial topics.
Delivery Manager (Management)	• SPOC for all delivery and functional areas • Provide liaison between Smart IMS team and **the State's** teams. • Provide Status Reports • Provide oversight and leadership for the Smart IMS team
Project Manager (Supervisory)	• Experienced Project/Support Manager • PMI Certified • Excellent written, oral communication skills • Leadership skills • Project Management of the deliverables • Provide leadership to Smart IMS team • Business Analysis and functional leadership for the team
Recruitment Team	• Candidate Resourcing: Develop inclusive job descriptions and source diverse candidates. • Evaluation & Selection: Assess candidates, submit profiles, and coordinate interviews. • Onboarding & Support: Manage offers, onboarding, and ongoing support aligned with the State's needs. • Performance Oversight & Reporting: Conduct evaluations, handle transitions, and generate progress reports.

Client Engagement and Needs Assessment: Our process kicks off with deep client engagement, where we delve into the specifics of the requirement. Understanding the technical intricacies, the project scope,

and the cultural nuances of the client's organization is pivotal. This phase involves in-depth discussions, requirement gathering, and meticulous documentation to align our search strategy with the client's needs.

EVENT	COMMUNICATION TRACKING AND FOLLOW UP ACTIVITY	TIME FRAME
Candidate Confirmation	Once the State selects a candidate, Smart IMS will promptly verify the chosen candidate's availability and inform the State accordingly.	Within 6 hours, the request is made for services.
Initiation of Background checks	Upon confirmation of the candidate's availability, Smart IMS will proactively commence the necessary background verification process.	Within 24 hours after candidate's confirmation
Onboarding process	Smart IMS will collaborate closely with the State's Human Resources team to initiate and streamline all necessary paperwork and onboarding documentation. Our dedicated Management Personnel will meticulously oversee and track every communication detail, ensuring a seamless journey from candidate confirmation to successful onboarding.	5-10 Business days
Completion of background checks	Smart IMS will maintain an ongoing communication channel with the State, delivering regular updates on the advancement of the background verification process.	5-10 business days to complete the verification process.
Communication on Start Date	Smart IMS will facilitate discussions with the designated Hiring Manager to confirm the onboarding date and address logistical aspects. Assuming full responsibility, Smart IMS will actively maintain communication and consistently follow up with the State to ensure timely completion of all pending tasks within the defined timeline.	Within 2 hours after obtaining the final report
Start Date	Smart IMS will initiate and maintain an ongoing discussion channel with the designated Hiring Manager concerning the onboarding date and logistical arrangements. Taking ownership of the process, Smart IMS will diligently follow up with the State to ensure timely completion of all pending tasks within the stipulated timeline.	Contingent on the State's readiness to start the candidate, typically 25 days after the completion of background checks.
Reporting	Smart IMS will deliver reports to the State as requested. The **usage reports** will encompass detailed breakdowns of resource utilization, specifically highlighting the hours utilized versus the remaining hours from the issued Task Order Request. Additionally, these reports will provide transparent insights into our usage and expenditure on subcontractors.	**Usage Report** will be submitted in the first week of every month or as requested.

One potential issue Smart IMS identifies in the staff augmentation process is the event of an underperforming resource. **The following describes our procedure in the case of a client identifying a contractor not performing to expected standards.**

When a client notifies that a contractor is not performing as expected, it's crucial to address the issue promptly and effectively to ensure client satisfaction and protect the reputation of the business. Smart IMS adheres to the following procedure in such a situation:

1. **Acknowledgement of the Client's Concern:** Responding to the client's notification promptly, acknowledging their concerns and expressing our commitment to addressing the issue.
2. **Reviewing the Contract:** Carefully reviewing the contract or agreement between Smart IMS and the contractor to understand the specific performance expectations, deliverables, timelines, and any provisions related to performance standards or dispute resolution.
3. **Evaluating the Performance Issue:** Conducting a thorough assessment of the contractor's performance, including reviewing project documentation, communication records, and any relevant performance metrics or key performance indicators (KPIs).
4. **Communicating with the Contractor:** Contacting the contractor to discuss the client's concerns and provide them with an opportunity to explain their side of the situation. Encouraging open communication to understand any challenges the contractor may be facing.
5. **Documenting the Discussion:** Keeping detailed records of all discussions and correspondence with the contractor, including dates, times, participants, and the content of the discussions.
6. **Identifying the Root Causes:** Working with the contractor to identify the root causes of the performance issues. Determining whether the problems are due to misunderstandings, resource limitations, external factors, or other issues.
7. **Defining Corrective Actions:** Collaboratively developing a plan of action to address performance issues. This may involve setting clear expectations, revising timelines, providing additional resources, or implementing process improvements.
8. **Setting Up a Timeline for Improvement:** Establishing a reasonable timeline for the contractor to demonstrate improved performance and meet the client's expectations. Ensuring that the timeline is realistic and achievable.
9. **Monitoring Progress:** Regularly monitoring the contractor's progress and adherence to the corrective action plan. Maintaining open lines of communication with the client to provide updates on the resolution efforts.
10. **Escalation (if necessary):** If the contractor continues to underperform or fails to address the issues within the agreed-upon timeline, escalating the matter according to the dispute resolution provisions outlined in the contract.
11. **Client Communication:** Keeping the client informed throughout the process. Providing them with updates on the contractor's progress and the steps being taken to rectify the situation.
12. **Evaluating Termination (if necessary):** If the performance issues persist and cannot be resolved, then terminating the contract with the underperforming contractor is necessary.
13. **Finding a Replacement (if necessary):** If termination occurs, we begin the process of finding a replacement contractor to ensure the project or service is completed successfully.
14. **Post-Performance Review:** After the situation is resolved, conduct a post-performance review to identify lessons learned and strategies for preventing similar issues in the future.
15. **Document Everything:** Maintaining thorough documentation of all actions, discussions, and decisions made throughout the process, as this documentation may be valuable in case of disputes or legal issues.

Another complication Smart IMS is prepared to respond to is the event in which a placed resource is no longer able to complete their engagement. Smart IMS follows the below procedure when a contractor notifies that they are unable to complete their contractual obligations:

1. **Immediate Notification:** When the contractor becomes aware of their inability to fulfill the contractual obligations, they notify Smart IMS as soon as possible. Timely communication is crucial to addressing the issue promptly.
2. **Detailed Explanation:** The contractor provides a detailed explanation of the reasons for their inability to perform, including any unforeseen circumstances or events that have led to this situation.
3. **Review of Contract Terms:** Both parties, Smart IMS and the contractor, review the terms and conditions of the contract to understand the specific obligations, deadlines, and any provisions related to unforeseen events or force majeure clauses.
4. **Negotiation and Resolution:** Smart IMS and the contractor engage in negotiations to find a mutually agreeable solution. This may involve revising the contract terms, extending deadlines, or finding alternative means to meet the contractual obligations.
5. **Formal Agreement:** Once a resolution is reached, it is documented in writing, and both parties sign off on the agreed-upon changes or solutions. This documentation helps us prevent misunderstandings and disputes later.
6. **Communicate Changes:** Smart IMS communicates any agreed-upon changes or revised timelines to the clients who may be affected by the delay.
7. **Document Lessons Learned:** After the issue is resolved, it's beneficial to create new methodologies based on the measures taken to reach a final resolution. This helps us improve future contracts, risk assessment, and contingency planning.
8. **Monitoring and Follow-Up:** We monitor the progress of the revised agreement and maintain open lines of communication to ensure that the contractor can meet the new obligations.
9. **Termination (if necessary):** In extreme cases where a resolution cannot be reached or the contractor's inability to perform continues, the contractor may need to be terminated according to the termination clauses outlined in the agreement.
10. **Dispute Resolution (if necessary):** If disputes arise during the process and cannot be resolved amicably, Smart IMS utilizes its Dispute Resolution Strategy.

Our Staff Replacement Methodology stands as a pillar of our commitment to delivering seamless project continuity and exceptional service quality. This methodology includes the following steps.

1. Proactive Identification

The methodology initiates with the proactive identification of the need for staff replacement. Whether due to unforeseen circumstances, or evolving project requirements, our process triggers a rapid response to secure suitable replacements.

2. Skill Alignment

The replacements sourced through our methodology are handpicked for their expertise and compatibility with the project's technical demands. We meticulously match their skillsets, experience, and capabilities with the original staff's profiles to ensure a seamless transition.

3. Swift Integration

Seamless integration is at the heart of our methodology. We understand the value of time and the potential impacts of staff changes. Our methodology emphasizes rapid integration of replacement staff into the project team, minimizing any learning curves and enabling them to contribute effectively from day one.

4. Quality Assurance

The methodology includes stringent evaluation processes to ascertain that replacement staff not only meet but exceed the project's expectations. This approach guarantees that project performance remains consistent throughout the transition.

5. Continuous Communication

Effective communication is essential for managing staff replacement. Our methodology includes well-defined communication channels between stakeholders, project managers, and the temporary staff. This fosters a collaborative environment where all parties remain aligned with project goals and progress.

6. Knowledge Transfer

In cases where departing staff hold critical project insights, our methodology ensures seamless knowledge transfer to incoming replacements. We recognize the significance of preserving institutional knowledge to prevent any gaps in project understanding.

7. Ongoing Support

Beyond the initial transition, our methodology entails ongoing support for replacement staff. This support is offered through mentorship, regular check-ins, and access to resources, ensuring their consistent performance and growth within the project team.

8. Feedback Loop

Our methodology is designed to be a dynamic process. We establish a feedback loop where customers and project stakeholders can provide insights on the effectiveness of staff replacement. This feedback informs refinements to the process, ensuring its continual improvement.

The Smart IMS Staff Replacement Methodology is more than a process; it's a commitment to maintain project continuity, achieve operational excellence, and deliver results that exceed expectations. By leveraging this methodology, the State can be assured that even amidst staff changes, the projects will remain on track, and the quality of deliverables will remain unwavering.

4 VENDOR QUALIFICATIONS

4.1 Vendors shall be in business a minimum of five (5) years, providing similar information technology staffing services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

By including the reference of our customer, the State of NJ Department of Motor Vehicles, which we have been doing business with for over 14 years, Smart IMS is fulfilling this Qualification requirement.

4.2 Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid.

By including the list of individuals and providing the Entity to whom the individual was supplied and providing the contact information of the entity, Smart IMS is fulfilling this Qualification requirement.

To satisfy the above requirement, below is Smart IMS's past performance with the State of New Jersey that demonstrates Smart IMS not only meets, but exceeds the above minimum qualifications.

Technical Temporary Staffing Services [This data is to satisfy section 5.1]	
Customer Name	State of New Jersey, Department of Motor Vehicles
Smart IMS Role	Prime Contractor
Customer	State of New Jersey
Customer Contact Name	Gurudutt Redkar, Enterprise Architect
Customer Contact details	Gurudutt.Redkar@mvc.nj.gov and (201) 926-0011

Period of Performance	2000 to present
Total Value of Contract	~$20 Million

Description of Services: Smart IMS has been providing Technical Temporary Staffing Services to the State of New Jersey's Department of Motor Vehicles and other State Agencies since 2000. They have been supporting the State with technical resources as needed with skills in Microsoft .NET Development, MS SQL Server and Oracle support, SQL Server DBA's and Developers, Oracle DBA's, Mainframe IMS and mainframe Developers, Help Desk Support Staff, Business Analysts, Salesforce Architects and Developers to name a few. Sate of NJ DMV has hired junior (1-2 Years), mid-level-2-4 years and Senior level (6-10 years) resources from Smart IMS as needed by DMV

By including the list of Smart IMS resources/ individuals who have performed/ performing work at the subject entity; providing the name of the Entity to whom the individual was supplied to and providing the contact information of the entity, Smart IMS is fulfilling this Qualification requirement.

RFP Position Classification # 1	**Senior Web Application Analyst**
Name of Smart IMS Employee/ Individual	Vibhuti Patel
Name of Entity to whom the individual was supplied	State of New Jersey
Contact Information of Entity	Name of Manager: Rehan Usman, Senior Executive Manager, State of New Jersey Email: rehan.usmani@dhs.nj.gov
Period of Performance	Jun 2021 - Sep 2023

Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.

Vibhuti Patel has over 7 plus years in development of enterprise applications using .NET Development, AJAX, Visual Studio, .NET 2.0, JavaScript and C# working on multiple relational databases with database design and data modeling experience. Possesses over 5 plus years of experience with SOAP/ Rest services.

RFP Position Classification # 2	**Senior Application Oracle Database Administrator**
Name of Smart IMS Employee/ Individual	Goutham Goud Ediga
Name of Entity to whom the individual was supplied	State of New Jersey, DOH
Contact Information of Entity	Name of Manager: Sahil Patel, Senior Manager Email: sahil.patel@doh.nj.gov
Period of Performance	November 2020 to Present

Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.

Goutham Ediga has over 15 years of experience as an Oracle Applications DBA with over 7 plus years of experience administering large enterprise Oracle Databases on UNIX/ LINUX with extensive experience in writing shell scrips in HP/UNIX and LINIX environments. Has over 5 plus years of experience in the utilization and administration of Oracle Warehouse Builder. He also has experience database tuning, performance optimization, optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.

RFP Position Classification # 4	**SQL Server Database Administrator**
Name of Smart IMS Employee/ Individual	Arkesh Tripathi
Name of Entity to whom the individual was supplied	State of New Jersey DOH
Contact Information of Entity	Name of Manager: Sahil Patel, Senior Manager Email: sahil.patel@doh.nj.gov
Period of Performance	Jan 2023 - July 2023
Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.	
Arkesh Tripathi has over 10 years of experience as a SQL Server Database Administrator and possess extensive expertise in the operation, maintenance, and implementation of MS SQL Server Databases (versions 2008 and higher). He has been working on SQL 2012 and higher versions for over 7 plus years on Windows environments and has 8 plus years of experience in installing, implementing and monitoring SSIS and SSAS for SQL Server 2008 and newer versions. He possesses over 5 plus years of experience in command line Data Definition Language (DDL) operations and scripting.	

RFP Position Classification # 5	**Help Desk Analyst**
Name of Smart IMS Employee/ Individual	Salvatore Ammirato
Name of Entity to whom the individual was supplied	State of New Jersey, MVC
Contact Information of Entity	Name of Manager: Kevin McSherry, Director of IT Email: Kevin.McSherry@mvc.nj.gov
Period of Performance	June 2024 - Present
Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.	
Salvatore Ammirato has over 10 years of experience as a Help Desk analyst supporting 200 plus users responding to customer requests for technical support. He has over a decade of hands-on experience assisting customers and resolving technical issues in person, via telephone or remotely. He has been providing users with support on proper use of computer hardware and software, printer support, software installation and training, email, word processing and operating systems support since 2010.	

RFP Position Classification # 6	Business Analyst
Name of Smart IMS Employee/ Individual	Rakesh Bharavad
Name of Entity to whom the individual was supplied	State of New Jersey - Judiciary
Contact Information of Entity	Name of Manager: Prabakar Radhakrishnan, Senior Manager Email: Prabakar.radhakrishnan@njj.gov
Period of Performance	June 2021 to Present

Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.

Rakesh has over 8 plus years as a Business Analyst facilitating Joint Application Development (JAD Sessions) in eliciting business requirements, operational constraints and assumptions. He has over 5 years of hands-on experience preparing and documenting functional and technical specifications for reporting and data warehouse work. He has over 5 plus years working on large Business Intelligence and Data Warehousing projects and possesses superior verbal and written communication skills. He possesses 8 plus years of experience defining short- and long-term product vision and communicating same with the internal teams and stakeholders and for over 7 years has been creating and documenting full SDLC lifecycle artifacts-based project applied methodology: Agile (Scrum) - Product Backlog, Sprint Backlog, EPIC, User Stories and Acceptance Criteria

RFP Position Classification # 7	Information Systems Assistant
Name of Smart IMS Employee/ Individual	Cynthia Astore
Name of Entity to whom the individual was supplied	State of New Jersey, MVC
Contact Information of Entity	Name of Manager: Kevin McSherry, Director of IT Email: Kevin.McSherry@mvc.nj.gov
Period of Performance	June 2024 - Present

Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.

Cynthia has over 5 plus years of experience in working with data processing, word processing, computer operations, systems monitoring, data job coordination, maintaining general hardware and software, purchasing computer equipment as needed and working in concert with project managers, business analysts, database administrators, application analysts and other office staff to ensure seamless assistance in daily IS operations.. She has over 3 years of experience in the operation on a Multi CPU, Multi-Vendor, Data Processing facility under various high level operating systems; install Windows Software Updates and verify updates are current; maintain Database of inventory and licensing of devices, programs and applications installed by the Desktop Support Group such as: Visio, Project, Computrace, Airwatch, BitLocker and DDPE; install software products: Visio, Project, Computrace, Airwatch, NetBeans, Visual Studio, HATS, Oracle, Toad, Glassfish, MS Office, McAfee Virus Scan, Epolicy Agent, Print drivers, Docking Station drivers, mouse and keyboard drivers and generate and provide monthly Service Center reports including Incidents, Problems, Requests and Change Orders developed and assigned to Desktop Support for manager's report.

RFP Position Classification # 8	Programmer Analyst
Name of Smart IMS Employee/ Individual	Soumya Dhammannagari
Name of Entity to whom the individual was supplied	State of New Jersey, MVC
Contact Information of Entity	Name of Manager: Kevin McSherry, Director of IT Email ID: Kevin.McSherry@mvc.nj.gov
Period of Performance	Jan 2019 – Present

Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.

As a Programmer Analyst, Soumya has over 7 years of experience developing and maintaining complex systems and analyzing system requests to develop work plans for systems development and maintenance. She has over 5 years of experience developing systems via RESTFUL and SOAP web services that interface with over 60 disparate systems. She has over 7 plus years of experience as a Programmer Analyst developing code on Eclipse IDE and developing back-end Java service calls using RESTFUL web services and Spring API.

RFP Position Classification # 9	Senior Mainframe Application Analyst
Name of Smart IMS Employee/ Individual	Philip Lees
Name of Entity to whom the individual was supplied	State of New Jersey, MVC
Contact Information of Entity	Name of Manager: Kevin McSherry, Director of IT Email: Kevin.McSherry@mvc.nj.gov
Period of Performance	Sept 2022 - Present

Mandatory Requirements/Experience of the resource in line with the above Position Classification description listed in the RFP.

Philip has over 10 years of experience of mainframe application development experience using COBOL, CICS and JCL. He also has over 7 plus years of experience migrating Mainframe applications to C#.NET, enhancing system performance and reducing operational costs. He has over 8 plus years of experience leveraging his expertise in DB2, SQL, COBOL II, and CICS to modify and support assigned systems, resolving issues efficiently to maintain operational continuity. He has been leading efforts in migrating data from Mainframe systems to Data Warehouses using Informatica, and executed IDMS to DB2 migration, improving data accessibility and reporting capabilities for over 8 plus years and has directed core application and integration projects involving multiple interfaces, coordinating cross-functional teams for over 10 years.

RFP Position Classification # 10	**Mainframe Application Analyst**
Name of Smart IMS Employee/ Individual	Mark Stives
Name of Entity to whom the individual was supplied	State of New Jersey, MVC
Contact Information of Entity	Name of Manager: Kevin McSherry, Director of IT Email: Kevin.McSherry@mvc.nj.gov
Period of Performance	Sept 2022 – Present

Mandatory Requirements/ Experience of the resource in line with the above Position Classification description listed in the RFP.

Mark has over 10 plus years of experience of mainframe application development experience using COBOL, CICS, JCL and relational databases. His years of experience includes designing, developing, testing, implementing and updating COBOL II DB2 Stored Procedures for the new "Client Wellness" web application and conversion, testing and implementation of existing COBOL II batch programs and stored procedures to COBOL V5.

Smart IMS is a NY/NJ NMSDC Certified MBE and an SBE in the State of New Jersey. We have included our relevant certifications below:

State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED
under the
Small Business Set-Aside Act

This certificate acknowledges SMART INFORMATION MANAGEMENT SYSTEMS, INC. DBA:Smart IMS as a Category Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a small businesses.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified small businesses. If the business seeks to be certified again, it will have to reapply.

Peter Lowicki
Deputy Director

Issued: 2/9/2023
Certification Number: A0322-10

Expiration: 2/9/2026
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.

THIS CERTIFIES THAT

Smart Information Management Systems Inc

dba Smart IMS

NMSDC
National Minority Supplier Development Council

* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541511; 541512; 541513; 541519; 518210; 541612; 541618

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/10/2024		NY10602
Issued Date		**Certificate Number**
03/30/2025	**Ying McGuire** **NMSDC CEO and President**	Terrence Clark
Expiration Date		**Terrence Clark, President & CEO**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

5 AMENDMENTS & ACKNOWLEDGEMENT

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: 1475603 **Doc Description:** TECHNICAL TEMPORARY STAFFING SERVICES **Proc Type:** Central Master Agreement			**Reason for Modification:** ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2024-10-16	2024-10-31 13:30	CRFQ 0511 MIS2500000001	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 : Smart Information Management Systems, Inc
Address : 103 Morgan Lane Plainsboro NJ 08536
Street :
City :
State : New Jersey **Country :** USA **Zip :** 08536
Principal Contact : Ram Vaada
Vendor Contact Phone: 678 908 1927 **Extension:**

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X FEIN# 22-3337602 DATE 10/30/24

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

Date Printed: Oct 16, 2024 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MIS2500000001

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)

- [X] Addendum No. 1
- [ ] Addendum No. 2
- [ ] Addendum No. 3
- [ ] Addendum No. 4
- [ ] Addendum No. 5
- [ ] Addendum No. 6
- [ ] Addendum No. 7
- [ ] Addendum No. 8
- [ ] Addendum No. 9
- [ ] 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.

Smart Information Management Systems, Inc
Company

Authorized Signature

10/30/24
Date

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

Revised 8/24/2023

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) Ram Vaada

(Address) 103 Morgan Lane, Plainsboro NJ 08536

(Phone Number) / (Fax Number) (678) 908 1927

(email address) Ram.vaada@smartims.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.

Smart Information Management System, Inc

(Company)

(Signature of Authorized Representative)

Sriram Valluri 10/30/24

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

(609) 955-3031

(Phone Number) (Fax Number)

Sriram-Valluri@Smartims.com

(Email Address)

Revised 8/24/2023

6 CONTRACT MANAGER – Per Section 11 of the RFP

Contract Manager: Ram Vaada
Telephone Number: 678-689-0936
Fax Number: 732-626-6137
Email Address: ram.vaada@smartims.com

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

    a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: http://www.state.wv.us/admin/purchase/vrc/agencyli.html.

    b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

    c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.

    d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.

    e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.

g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.

h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.

j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. **Permitted Uses and Disclosures.**

a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.

b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.

c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. **Obligations of Associate.**

a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.

b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.

c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:

i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;

ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;

iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;

iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.

e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.

iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

- the date of disclosure;
- the name of the entity or person who received the PHI, and if known, the address of the entity or person;
- a brief description of the PHI disclosed; and
- a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."

v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.

h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.

j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.

k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.

l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or https://apps.wv.gov/ot/ir/Default.aspx.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. **Addendum Administration.**

a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.

b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.

d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.

e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. **General Provisions/Ownership of PHI.**

a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.

b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.

c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.

d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.

g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.

h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency:_____

Signature:_____

Title:_____

Date:_____

Name of Associate: Smart Information Management Systems, Inc.

Signature: [signature]

Title: Sriram Valluri, Director of Recruiting

Date: 10/30/24

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY Of Nov 20 13
Patrick Morrisey
Attorney General
BY _____

Attachment 1

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** (2 C.F.R. § 200.321)

    a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

        (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
        (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

    b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. **DOMESTIC PREFERENCES:** (2 C.F.R. § 200.322)

    a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **BREACH OF CONTRACT REMEDIES AND PENALTIES:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. **EQUAL EMPLOYMENT OPPORTUNITY:**
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. **DAVIS-BACON WAGE RATES:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

(a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. **ANTI-KICKBACK ACT:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **CLEAN AIR ACT**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **DEBARMENT AND SUSPENSION**
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. **BYRD ANTI-LOBBYING AMENDMENT**
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. **PROCUREMENT OF RECOVERED MATERIALS**
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name: Smart Information Management Systems

By: [signature]

Printed Name: Sriram Valluri

Title: Director of Recruiting

Date: 10/30/24