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

State of West Virginia
Master Agreement

Order Date: 07-11-2022

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0803 0081 DOT81220053C 1	**Procurement Folder:**	1049605
Document Name:	WVDOT IT Temporary Staffing Services -81220053	**Reason for Modification:**	
Document Description:	WVDOT IT Temporary Staffing Services -81220053		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2022-07-15
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2023-07-14

VENDOR

Vendor Customer Code: VC0000081919
BUZZCLAN LLC
5757 ALPHA RD STE 340

DALLAS TX 75240
US
Vendor Contact Phone: 469-251-2899 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Lisa L DiNallo
Requestor Phone: 304-352-0540
Requestor Email: lisa.l.dinallo@wv.gov

23
FILE LOCATION _____

INVOICE TO

STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION
DEPT. OF TRANSPORTATION

1900 KANAWHA BLVD E, BLD. 5 RM-720

CHARLESTON WV 25305

US

SHIP TO

STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION
DEPT. OF TRANSPORTATION

1900 KANAWHA BLVD E, BLD. 5 RM-720

CHARLESTON WV 25305

US

7/13/2022

ENTERED
Purchasing Division's File Copy

Total Order Amount:	Open End

JE 7/12/22

PURCHASING DIVISION AUTHORIZATION	ATTORNEY GENERAL APPROVAL AS TO FORM	ENCUMBRANCE CERTIFICATION
Tara Lyle	John S. Grasso	Melissa Black
DATE: JUL 12 2022	DATE: 7/20/2022	DATE: JUL 21 2022
ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE	ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Buzzclan LLC., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide IT Temporary Staffing Service per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 02/24/2022 and the Vendor's bid dated 03/03/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80111609				0.000000
	Service From	**Service To**			

Commodity Line Description: Senior Application Oracle Database Administrator REMOTE

Extended Description:
Senior Application Oracle Database Administrator REMOTE
$75.00 per hour

See attached Synopsis and pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80111609				0.000000
	Service From	**Service To**			

Commodity Line Description: Application Oracle Database Administrator REMOTE

Extended Description:
Application Oracle Database Administrator REMOTE
$65.00 per hour

See attached Synopsis and pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80111609				0.000000
	Service From	**Service To**			

Commodity Line Description: Application DB2 Database Administrator REMOTE

Extended Description:
Application DB2 Database Administrator REMOTE
$68.00 per hour

See attached Synopsis and pricing page.

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or **"Proposal"** means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: This Contract becomes effective on the effective start date listed on the first page of this Contract and the initial term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

☐ **Other:** See attached _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☐

☐

☐

☐

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

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

Vendor must maintain:

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

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

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

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☑ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☑ State of WV
1900 Kanawha Blvd. E., Bldg. 5
Charleston, WV 25305

☐

☐

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

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

10. [Reserved]

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

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

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

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

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

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.

Sachin Jain Vice President

(Name, Title)

Sachin Jain | Vice President

(Printed Name and Title)

5757 Alpha Rd., Suite 340-, Dallas, TX 75240

(Address)

469-251-2899 / 469-251-2899

(Phone Number) / (Fax Number)

gov@buzzclan.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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.

BuzzClan, LLC.

(Company)

Sachin Jain Sachin Jain, Vice President

(Authorized Signature) (Representative Name, Title)

Sachin Jain | Vice President

(Printed Name and Title of Authorized Representative)

03/03/2022

(Date)

469-251-2899

(Phone Number) (Fax Number)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish multiple open-end contracts for information technology temporary technical staffing services. This contract shall cover for the following position classifications:

    1. Senior Mainframe Application Analyst
    2. Mainframe Application Analyst
    3. Senior Application Oracle Database Administrator
    4. Application Oracle Database Administrator
    5. Senior Application DB2 Database Administrator
    6. Application DB2 Database Administrator
    7. PC Programmer Analyst

    The position classifications listed above are to provide for the technical expertise to meet the contracted staffing needs for all entities within the West Virginia Department of Transportation for support of the department's IT efforts. These services would be used to develop modifications and enhancements to the computer systems for the end-user State agency, as well as mentor, provide technical training and support and provide "shadowing" opportunities for State analysts, among other tasks as defined by the end-user State agency on its Delivery Order for the services.

    Though the majority of the requested services are likely to be for work in the metro-Charleston, WV area, during the life of the contract, the end-user Agency may be located in, and may request services be provided in the entire State of West Virginia.

    BACKGROUND & CURRENT OPERATING ENVIRONMENT: The end-user Agencies manage many systems (some specifically designed for the Agencies) that support various applications for the State of West Virginia. These systems have varying platforms. Mainframe - DB2 and VSAM. Client server- Visual Studio, both Microsoft SQL Server and Oracle databases. At times, these Agencies require additional technical expertise and support to accomplish specific project goals for these systems. Currently our main need is for assistance with the mainframe environment.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

    2.1 "Contract Services" means providing temporary staffing services for the list of classifications identified in Section 1 (above) and/or Section 4.1 (below) as more fully described in these specifications.

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

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 **"DB2"** means IBM's DB2 database software.

2.5 **"VSAM"** means Virtual Storage Access Method which is used for IBM's mainframe computer system.

2.6 **"Oracle"** is an object-relational database developed by Oracle Corporation.

2.7 **"Microsoft SQL Server"** is a relational database developed by Microsoft.

2.8 **"Visual Studio"** is a source code editor that runs on the Windows operating system for personal computers.

2.9 **".NET"** means Microsoft's .NET or .NET Framework software.

2.10 **"SDLC"** means Software or Systems Development Life Cycle, a standard term to describe the process of planning for, creating, testing, and deploying software or systems applications.

3. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendors shall be in business a minimum of five (5) years, providing similar information technology 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.

3.2. 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.

4. MANDATORY REQUIREMENTS:

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

4.1.1 Senior Mainframe Application Analyst:

4.1.1.1 Senior Mainframe Application Analyst must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience required.

4.1.1.2 Senior Mainframe Application Analyst must have a minimum of five (5) years of Mainframe Application development experience using COBOL, CICS, and JCL.

4.1.1.3 Senior Mainframe Application Analyst must have a minimum of five (5) years of Relational Database experience.

4.1.1.4 Senior Mainframe Application Analyst must have a minimum of five (5) years of Analysis and Design experience.

4.1.1.5 Senior Mainframe Application Analyst must have a minimum of three (3) years of experience as a lead analyst or in a senior analyst role.

4.1.1.6 Senior Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.2 Mainframe Application Analyst:

4.1.2.1 Mainframe Application Analyst must have a minimum of three (3) years of Mainframe Application development experience using COBOL, CICS and JCL.

4.1.2.2 Mainframe Application Analyst must have a minimum of three (3) years of Relational Database experience.

4.1.2.3 Mainframe Application Analyst must have a minimum of three (3) years of Analysis and Design experience.

4.1.2.4 Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.3 Senior Application Oracle Database Administrator:

4.1.3.1 Senior Application Oracle Database Administrator must be an Oracle Database Administrator Certified Professional.

4.1.3.2 Senior Application Oracle Database Administrator must have a minimum of ten (10) years of experience with the maintenance and management of Oracle database systems.

4.1.3.3 Senior Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of six (6) years of equivalent work experience.

4.1.3.4 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an Oracle database.

4.1.3.5 Senior Application Oracle Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).

4.1.3.6 Senior Application Oracle Database Administrator must have a minimum of five (5) years in optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.

4.1.3.7 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.

4.1.3.8 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.

4.1.3.9 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.

4.1.3.10 Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience with the utilization and administration of Oracle Warehouse Builder.

4.1.3.11 Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.

4.1.4 Application Oracle Database Administrator:

4.1.4.1 Application Oracle Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of Oracle database systems.

4.1.4.2 Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of three (3) years of equivalent work experience.

4.1.4.3 Application Oracle Database Administrator must have a minimum of two (2) years of experience in providing connectivity to an Oracle Database.

4.1.4.4 Application Oracle Database Administrator must have a minimum of two (2) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).

4.1.4.5 Application Oracle Database Administrator must have a minimum of two (2) years in optimizing SQL execution for Oracle SQL procedures, functions, packages, and triggers.

4.1.4.6 Application Oracle Database Administrator must have a minimum of two (2) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.

4.1.4.7 Application Oracle Database Administrator must have a minimum of two (2) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.

4.1.5 Senior Application DB2 Database Administrator:

4.1.5.1 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of DB2 database systems.

4.1.5.2 Senior Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience.

4.1.5.3 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions to a DB2 database.

4.1.5.4 Senior Application DB2 Database Administrator must have a minimum of five (5) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.

4.1.5.5 Senior Application DB2 Database Administrator must have a minimum of five (5) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.

4.1.5.6 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.

4.1.5.7 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.

4.1.5.8 Senior Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.6 Application DB2 Database Administrator:

4.1.6.1 Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an

accredited institution or a minimum of six (6) years of equivalent work experience.

4.1.6.2 Application DB2 Database Administrator must have a minimum of four (4) years of experience with the maintenance and management of DB2 database systems.

4.1.6.3 Application DB2 Database Administrator must have a minimum of three (3) years of experience in managing permissions to a DB2 database.

4.1.6.4 Application DB2 Database Administrator must have a minimum of three (3) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.

4.1.6.5 Application DB2 Database Administrator must have a minimum of three (3) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.

4.1.6.6 Application DB2 Database Administrator must have a minimum of three (3) years of experience in Data Modeling.

4.1.6.7 Application DB2 Database Administrator must have a minimum of three (3) years of experience developing and performing disaster recovery procedures.

4.1.6.8 Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.7 PC Programmer Analyst:

4.1.7.1 Programmer Analyst must have a minimum of a Bachelor's degree from an accredited college or university in computer science or related field including but not limited to business data programming, business systems analysis, computer servicing technologies, information systems management, data processing or computer engineering, **or** a minimum of an associate's degree and eighteen (18) months of equivalent work experience **or** a minimum of three (3) years equivalent work experience.

4.1.7.2 Programmer Analyst must have a minimum of three (3) years of experience with database management, documentation project control techniques, data processing concepts and equipment usage.

4.1.7.3 Programmer Analyst must have a minimum of three (3) years of experience developing and maintaining complex systems and evaluate and analyze system requests to develop work plans for systems development and maintenance.

4.1.7.4 Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.2 VENDOR RESPONSIBILITIES

4.2.1 Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by the Agency, Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.

4.2.2 Successful vendors must provide staffing as requested by the Agency. Assignments also may be for a specified period of time and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from the Agency, or consistently being unresponsive to Agency's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.

4.2.3 Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.

4.2.4 Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered

(ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.

4.2.5 Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.

4.2.6 Successful vendor having the first priority contract for any classification required by the Agency will be contacted first and will have 48 hours (2 business days) to **acknowledge the initial contact request for staffing** (in writing, by a means dictated by the Agency on the initial contact request, but likely by email or fax), and **must inform the Agency if they are able or unable to fulfill the request**. If unable to supply a candidate at the time, Vendor must provide a written waiver to the Agency within this same 48 hours (2 business days) timeframe. Failure to provide a written waiver will serve as a waiver as it pertains to the Agency's ability to proceed to contacting lower priority vendors. However, repeated failure to provide a written waiver may be grounds for cancellation of a vendor's entire contract (ie, all awarded classifications).

If able to supply candidate(s), Vendor must provide to the Agency a list of potential candidates for staffing needs within 2 weeks (10 business days) of the initial notification of need. Vendors must provide all documentation for every candidate who indicates they meet the requirements for the classification, including a qualifications document, template supplied by the agency, and resumes. Vendors may send multiple resumes so the agency may choose the most appropriate candidate.

Should a vendor not respond within the allowed number of days from the original notice of the Agency need (eg, 2 days to confirm/waiver a request; 10 business days to provide a list of candidates), the vendor with the second priority contract and other priority vendors for the classification will be contacted and given the opportunity to provide needed staffing. Evaluation will be completed in order of priority.

This second vendor will follow the same process as the first vendor; then the third vendor, and so on, until either a vendor successfully provides a staffing candidate, or all vendors qualifying for award of a contract for that classification are contacted. No second opportunity to meet the need will be given to any vendor until all vendors have been contacted in order of award.

The Vendor's provided candidate must consistently perform the contracted duties as outlined in these specifications or in the project-specific scope included within any Delivery Order. The Agency will notify the awarded vendor if a Vendor's employee fails to consistently perform the contracted duties. The Agency may, as part of this notification, request the Vendor replace the candidate; if so, the Vendor has 2 weeks (10 business days) from this notification to provide the qualifications

for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.

4.2.7 The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.

4.2.8 If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to the Agency a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that the agency may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If the Agency needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).

4.2.9 Successful Vendors and candidates must comply with all Agency policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by the Agency.

4.3 DUTIES AND RESPONSIBILITIES OF THE AGENCY

4.3.1 **Ordering Procedure:** Agency will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. Agency may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; the Agency has full discretion on how they wish to organize and issue notifications to the Vendor with

current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of the Agency (ie, the Agency should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, the Agency requires two Mainframe Application Analyst for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification.

Upon receipt of required documents, interviews will be conducted, and review of qualifications will be performed by the Agency in order to verify the candidate meets the requirements for the requested classification.

After the Agency has chosen the candidate from those provided by the Vendor, the Agency will notify the vendor for a signed, dated quote (see Vendor Responsibilities, above), then complete a Delivery Order noting the Candidate, the Hourly Rate, the Quantity of Hours required for the project, start and end dates for the Delivery Order/Project, and any other information or requirements pertinent to the project for each classification requested.

Delivery Orders in excess of $250,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Orders of $250,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in wvOASIS).

4.3.2 Successful Vendor(s)' candidate shall work under Agency supervision. The Agency shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at the Agency.

4.3.3 Agency reserves the right to terminate the candidate selected for a position providing services to the Agency without cause if it is determined to be in the best interest and well-being of the Agency. Termination would occur by cancellation of the remainder of the Delivery Order and does not require prior notification to the Vendor.

4.3.4 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal

Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – http://www.irs.gov/pub/irs-pdf/p15a.pdf

IRS – http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Independent-Contractor-Self-Employed-or-Employee

DOL – http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp

Prior to utilizing the services available under this contract, each agency must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that each agency review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

4.3.5 It is the sole responsibility of the Agency to insure that they are notifying the appropriately prioritized vendor for each classification; the Vendor is not responsible for determining if the Agency has acquired the necessary waiver from, or documented the non-responsiveness of, any other vendor in order for them to be appropriately contacting the current Vendor.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to ensure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An

indicator of "1" on the spreadsheet contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a "no bid" or "N/A" on their bid. Vendors may opt to bid different hourly rates for each renewal year.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. **PAYMENT:** Agency shall pay only the hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

   9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

   9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

   9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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

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

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager:	Sachin Jain
Telephone Number:	469-251-2899
Fax Number:	469-251-2899
Email Address:	gov@buzzclan.com

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:	986667
Doc Description:	ADDENDUM NO_1 WVDOT IT Temporary Staffing Services(81220053)
Proc Type:	Central Master Agreement

Reason for Modification:
Addendum No_1
Vendor Questions and responses
Attach revised Pricing Page with Formulas

Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-24	2022-03-03 13:30	CRFQ 0803 DOT2200000122	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 :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

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

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

ADDITIONAL INFORMATION
ADDENDUM NO_1 Addendum No_1 issued to Publish and Distribute the attached Information to the Vendor Community. REQUEST FOR QUOTATION: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish multiple open-end contracts for information technology temporary technical staffing services. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Mainframe Application Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:
Senior Mainframe Application Analyst

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mainframe Application Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:
Mainframe Application Analyst

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Application Oracle Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:
Senior Application Oracle Database Administrator

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Application Oracle Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:
Application Oracle Database Administrator

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application DB2 Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:
Senior Application DB2 Database Administrator

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Application DB2 Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:
Application DB2 Database Administrator

INVOICE TO	SHIP TO
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	PC Programmer Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:
PC Programmer Analyst

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Tech Questions due by 10:00am	2022-02-24

SOLICITATION NUMBER: CRFQ DOT2200000122
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000122 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[X] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[ ] Correction of error

[X] Other

Additional Documentation:

Vendor Questions and Responses

Attach revised exhibit A pricing page. Formulas added

Bid Opening remains 03/03/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ DOT22*122 WVDOT IT Temporary

Question 1 We want to understand the format and content requirement for the proposal, as we are not able to find the Questions that we need to address in the proposal. We can only see Two Attachments ("pAffidavit" and "Ethics_DisclosureInterestedParties_2018") that we need to notarized, Pricing Sheet and Two (2) questions in Attachment "CRFQ DOT2200000122 Specifications" under Section 3 "QUALIFICATION".

Response 1 Vendors can view the required bidding and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

Question 2 How many personnel were placed for each position category.

Response 2 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An

indicator of "1" on the spreadsheet contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

Question 3 **What was spent for each position category?**

Response 3 This solicitation has not been previously advertised or awarded by WVDOT.

Question 4 **What was the average length of each contract assignment (Average working hours for each personnel working under this contract)?**

Response 4 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Question 5 **What was to total previous contract spent?**

Response 5 This solicitation has not been previously advertised or awarded by WVDOT.

Question 6 **In the new contract how many personnel are require for each position category?**

Response 6 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors should also review specification 4.2.6

Question 7 What is the Not to Exceed Budget/Contract Amount for the new contract?

Response 7 The State of West Virginia is not permitted to share this information.

Question 8 To how many vendors agency is going to award the contract?

Response 8 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 9 Do we need to provide the resumes of proposed consultants for each position category with proposal?

Response 9 Vendors should review Section 3: Qualifications Requirements and Section 4.2 Vendor Responsibilities.

Question 10 Is there any preference for Local vendors?

Response 10 N/A

Question 11 **Please disclose the incumbent vendor's name(s) if applicable and, if possible, please share their proposal(s).**

Response 11 This solicitation has not been previously advertised or awarded by WVDOT.

Question 12 **If there are incumbents, are they eligible for contract award on this solicitation? If not, or if some are and some are not, what is the reason?**

Response 12 This solicitation has not been previously advertised or awarded by WVDOT.

Question 13 **What service challenges are you experiencing with the current contract arrangement?**

Response 13 This solicitation has not been previously advertised or awarded by WVDOT.

Question 14 **What was the spend on the previous contract?**

Response 14 This solicitation has not been previously advertised or awarded by WVDOT.

Question 15 **What is the estimated budget for this solicitation?**

Response 15 The State of West Virginia is not permitted to share this information.

Question 16 **Are the roles for this solicitation required to be available for on-site work or is this role permitted to be remote?**

Response 16 United States based remote work (on an approved basis) and on-site work are both permissible for this contract, no work outside of the United States is permitted.

Question 17 If the roles for this solicitation are permitted to be remote, are you open to off-shore as well as US based remote work?

Response 17 United States based remote work (on an approved basis) and on-site work are both permissible for this contract, no work outside of the United States is permitted.

Question 18 If all or some of the roles for this solicitation will be performed on-site, what are the physical location(s) where work is to be performed?

Response 18 Vendors should review Section 1 Purpose and Scope

Question 19 Are you seeking local vendors or are you equally open to awarding an out of state vendor?

Response 19 The State of West Virginia is seeking qualified bidders meeting the requirements of CRFQ DOT2200000122.

Question 20 Regarding roles that may be anticipated to be exclusively remote, are you open to off-shore as well as US based remote work?

Response 20 United States based remote work and on-site work are both permissible for this contract, no work outside of the United States is permitted for this contract.

Question 21 Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.

Response 21 This is a new initiative

Question 22 Can you please let us know the previous spending of this contract?

Response 22 N/A

Question 23 Please confirm if we can get the proposals or pricing of the incumbent(s).

Response 23 This solicitation has not been previously advertised or awarded by WVDOT.

Question 24 Are there any pain points or issues with the current vendor(s)?

Response 24 This solicitation has not been previously advertised or awarded by WVDOT.

Question 25 Please confirm the anticipated number of awards.

Response 25 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 26 Please share the names of current vendors providing these services.

Response 26 This solicitation has not been previously advertised or awarded by WVDOT.

Question 27 What is the current budget for the resulting contract or the estimated spending on this contract in previous years?

Response 27 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 28 :Is it possible to share the incumbent contracts and their pricing information?

Response 28: This solicitation has not been previously advertised or awarded by WVDOT.

Question 29 Throughout the tenure of the existing contract, please confirm the number of temp staff worked under the incumbent contracts and how many are active at this time?

Response 29 This solicitation has not been previously advertised or awarded by WVDOT.

Question 30 Is there any challenge fulfilling the current staff needs with the existing contracts for related services or improvements required?

Response 30 This solicitation has not been previously advertised or awarded by WVDOT.

Question 31 Is there any local preference for this contract?

Response 31 N/A

Question 32 Does the agency required all the skills listed on this RFP to be awarded and to be supply by each particular vendors or it can be subdivided based on each IT staffing company capability?

Response 32 Vendors should review CRFQ DOT2200000122 Specifications and more specifically to this question Section 3 Qualifications and Section 4.2 Vendor Responsibilities.

Question 33 If the vendors cannot provide or supply all the listed skills requirement will be an immediate ground for disqualification?

Response 33 Vendors should review CRFQ DOT2200000122 Specifications and more specifically to this question Section 3 Qualifications and Section 4.2 Vendor Responsibilities.

Question 34 How many estimated number of resources required under each position?

Response 34 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Question 35 What are the challenges or pain areas of the ongoing contract?

Response 35 This solicitation has not been previously advertised or awarded by WVDOT.

Question 36 How many vendor(s) will be selected under the contract?

Response 36 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so

on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 37 **What is the historical budget and estimated budget of the contract?**

Response 37 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 38 **What type of work authorization(s) will be considered for the proposed candidates? Is it limited to only U.S. Citizens and Green Card Holders or candidates holding Employment Authorization Document (EAD) will also be considered?**

Response 38 Vendors can view the required bidding and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

Question 39 **What is the evaluation criteria on the contract?**

Response 39 Vendors can view the required bidding and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

Question 40 **Is there any preferred payment method?**

Response 40 Vendors can view the required bidding, terms and conditions and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

Question 41 **Out-of-state firms are allowed to submit bids?**

Response 41 Yes

Question 42 **Is there any preference for MBE Firm?**

Response 42 N/A

Question 43 **Do we have to submit candidates in the proposal, or do we have to submit after vendor selection?**

Response 43 Vendors can view the required bidding and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

Qualifications Section 3

Question 44 **What will be the estimated contract value?**

Response 44 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 45 What was the previous spent on the contract?

Response 45 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 46 Who is current incumbent on this contract and how long they have been serving?

Response 46 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 47 What is the current budget on the contract?

Response 47 The State of West Virginia is not permitted to share this information

Question 48 How many temps are currently working on the existing contract, and will they all be transitioned to the new vendors?

Response 48 This solicitation has not been previously advertised or awarded by WVDOT.

Question 49 Please advise the average duration for each delivery order

Response 49 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Question 50 Are these services provided currently? If yes, please provide the delivery order information to include the vendor's name, type of work, contract amount and period of performance

Response 51 This solicitation has not been previously advertised or awarded by WVDOT

Question 51 Please advise if candidates on work visas (H1B) are allowed to work on these requirements?

Response 51 Vendors can view the required bidding and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

Question 52 Please provide a week's extension to the due date.

Response 52 At this time the solicitation will not be extended.

Question 53 **Historically, how long has been the period of performance for each delivery order?**

Response 53 This solicitation has not been previously advertised or awarded by WVDOT

Question 54 **Please advise if vendors based out of state can respond to this requirement?**

Response 54 Vendors can view the required bidding and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

Question 55 **Will the WVDOT conduct any background investigation or security check on the vendor's employees before performance starts?**

Response 55 Vendors can view the required bidding and specification documents on wvOASIS.gov. Document ID: CRFQ-0803-DOT2200000122-1

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

Question 56 **The pricing sheet mentions 2,080 hours for each position. Is WVDOT looking for 7 full time equivalent contractors or are these hours just an estimated quantity?**

Response 56 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Question 57 **The RFP states that the vendor shall be responsible for all mileage and travel costs, but there is no information provided on the frequency, locations, and need for travel on the contract. Can WVDOT provide the details on the travel for vendors to understand the requirements?**

Response 57 The pricing page has been split into remote work and on-site work for each category.

All costs associated with any on-site travel must be incorporated into the vendor's bid. It is anticipated that most under this contract will occur under direct Agency supervision in the metro Charleston, WV area, as these are the home office areas for the primary Agency sponsors for this solicitation. However, the awarded contract(s) will be available for use by the West Virginia Department of Transportation which has districts and offices all throughout West Virginia.

Question 58 **Please advise if our employees can perform the tasks remotely?**

Response 58 Remote work will be permissible on a statement of work basis approved by the West Virginia Department of Transportation. The remote work must be performed in the United States.

Question 59 **Is the requirement for 7 people or can WVDOT require more than 1 FTE for each position classification?**

Response 59 Vendor should review specification 4.2 Vendor Responsibilities and Section 5 Contract Award

Question 60 **Will each delivery order be for at least 1 year?**

Response 60 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

Question 61 **With the upcoming President's Day holiday, please advise if WVDOT can extend the proposal due date so all small businesses can provide a proposal for this requirement?**

Response 61 The bid will not be extended at this time, vendors have until March 3, 2022 @ 1:30 PM to respond.

Question 62 **The pricing spreadsheet provided by WVDOT only calculates the grand total for 4.1.1 and 4.1.7. May we change the formula to add the total amounts for all line items?**

Response 62 A new pricing page will be issued by addendum that will calculate the values correctly.

Question 63 **Is this a new opportunity or a recompete of an existing contract?**

Response 63 This solicitation has not been previously advertised or awarded by WVDOT

Question 64 **If recompete, who are the incumbents?**

Response 64 This solicitation has not been previously advertised or awarded by WVDOT

Question 65 **We see there are 7 labor classifications, our question is how many total numbers of positions state intend to hire during the course of this contract?**

Response 65 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Question 66 **How many awards does the state intend to make for this contract?**

Response 66 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 67 What was the previous spent on the contract?

Response 67 This solicitation has not been previously advertised or awarded by WVDOT

Question 68 Who is current incumbent on this contract and how long they have been serving?

Response 68 This solicitation has not been previously advertised or awarded by WVDOT

Question 69 What is the current budget on the contract?

Response 69 The State of West Virginia is not permitted to share this information

Question 70 How many temps are currently working on the existing contract and will they all be transitioned to the new vendors?

Response 70 This solicitation has not been previously advertised or awarded by WVDOT

Question 71 How many estimated number of resources required under each position?

Response 71 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 72 What are the challenges or pain areas of the ongoing contract?

Response 72 This solicitation has not been previously advertised or awarded by WVDOT

Question 73 How many vendor(s) will be selected under the contract?

Response 73 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 74 What is the historical budget and estimated budget of the contract?

Response 74 This solicitation has not been previously advertised or awarded by WVDOT and the State of West Virginia is not permitted to share current estimated budget information

Question 75 What type of work authorization(s) will be considered for the proposed candidates? Is it limited to only U.S. Citizens and Green Card Holders or candidates holding Employment Authorization Document (EAD) will also be considered?

Response 75 See specification 4.2.5 Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.

Question 76 What is the evaluation criteria on the contract?

Response 76 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 77 **Is there any preferred payment method?**

Response 77 14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only
upon receipt of a proper invoice, detailing the goods/services provided or receipt of the
goods/services, whichever is later. Notwithstanding the foregoing, payments for software
maintenance, licenses, or subscriptions may be paid annually in advance.

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

Question 78 **Could the authority clarify if this is a new requirement or a re-compete?**

Response 78 This solicitation has not been previously advertised or awarded by WVDOT

Question 79 Could the authority please clarify if we only have to submit completed **Exhibit A - Pricing Page** and **Centralized Request for Quote Form** in the bid package?

Response 79 Vendors must follow CRFQ DOT22000000122 Inst to Vendors (pdf) and complete the bid package as specified

Question 80 Could you clarify whether we need to submit **Purchasing Affidavit, Disclosure of Interested Parties to Contracts, and General Terms and Conditions** with the bid?

Response 80 These documents should be included with vendors bid

Question 81 Is this a new contract or renewal of an existing contract?

Response 81 This solicitation has not been previously advertised or awarded by WVDOT

Question 82 If there is an existing contract, could you please share the name of the Current Suppliers (who are currently providing services to the WVDOT)?

Response 82 This solicitation has not been previously advertised or awarded by WVDOT

Question 83 Could you please share the current Suppliers' pricing and Proposals?

Response 83 This solicitation has not been previously advertised or awarded by WVDOT

Question 84 Is there any issue with existing suppliers?

Response 84 This solicitation has not been previously advertised or awarded by WVDOT

Question 85 Can you please share the email id/details where we can raise the public record request for old RFQ?

Response 85 This solicitation has not been previously advertised or awarded by WVDOT

Question 86 Can you share details from where we can get old contract details?

Response 86 This solicitation has not been previously advertised or awarded by WVDOT

Question 87 Can you share details from where we can see the records for the old contract?

Response 87 This solicitation has not been previously advertised or awarded by WVDOT

Question 88 When was the existing contract started, and what is the annual contract value of the current contract since inception?

Response 88 This solicitation has not been previously advertised or awarded by WVDOT

Question 89 How many resources are currently engaged in the current contract? Please share titles and count?

Response 89 This solicitation has not been previously advertised or awarded by WVDOT

Question 90 Can you please share the no. of positions served in previous years under this contract?

Response 90 This solicitation has not been previously advertised or awarded by WVDOT

Question 91 Can you please share the amount of business each vendor did under this contract in previous years?

Response 91 This solicitation has not been previously advertised or awarded by WVDOT

Question 92 Can you please confirm the most commonly filled positions under this contract in the past?

Response 92 This solicitation has not been previously advertised or awarded by WVDOT

Question 93 Are these full time job positions to be filled under this contract? Please confirm.

Response 93 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Question 94 Please confirm if our resources will be travelling from one location to another to perform the services under this contract, if yes, how will those travel expenses be reimbursed?

Response 94 The pricing page has been split into remote work and on-site work for each category.

All costs associated with any on-site travel must be incorporated into the vendor's bid. It is anticipated that most under this contract will occur under direct Agency supervision in the metro Charleston, WV area, as these are the home office areas for the primary Agency sponsors for this solicitation. However, the awarded contract(s) will be available for use by the West Virginia Department of Transportation which has districts and offices all throughout West Virginia.

Question 95 Do we need to submit last page of General Terms and Condition documents with proposal response?

Response 95 Yes, vendors must follow CRFQ DOT2200000122 Inst to Vendors (pdf) and complete the bid package as specified

Question 96 Do we need to provide Contract Manager details in proposal response or after award of contract to be provided?

Response 96 Vendor should have Contract Manager sign the RFQ/terms and conditions and provide information to be submitted with bid

Question 97 How many awards will be made for each job classification?

Response 97

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 98 Will 5 awards will be made for each job classification separately?

Response 98

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 99 Do we need to provide sample Certificate of Issuance with proposal response?

Response 99 Vendors must follow CRFQ DOT2200000122 Inst to Vendors (pdf) and complete the bid package as specified.

Question 100 Do we need to upload "CRFQ DOT2200000122 Exhibit A Pricing Page" for pricing?

Response 100 Vendors must follow CRFQ DOT2200000122 Inst to Vendors (pdf) and complete the bid package as specified.

Question 101 Do we need to upload a separate file for Technical and Price proposal?

Response 101 No

Question 102

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

Question 1: What documents do we need to submit to suffice the above requirements?

Question 2: Can we showcase similar experience to suffice the requirement? Please confirm.

Response 102 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 103

3.2 Vendor 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 specifically named classification from Section 1, above; the documentation should name the entity to whom the individual as supplied and provide contact information for that entity. Vendor must provide documentation to indicate that their company meets this requirement prior to award: however bidder may include this documentation with their bid.

Question 1: Can we submit proof from one client/entity where we have placed more than 6 individuals?

Question 2: Please confirm how many relevant documented proof do we need to submit?

Response 103 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 104 Point 3.1: Qualifications: Can we provide our NJ State business license and incorporation year as proof for number of years in the business?

Response 104 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 105 Point 3.2: Qualifications: Can we provide document proof of 6 to 7 technical consultants' names, project details, client names, and number of years experience in projects? Will these data points hold good and sufficient for qualification?

Response 105 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 106 Point 4.2.4 from CRFQ DOT2200000122 Specifications:

1. Do we need to give just the hourly rate?
2. Do we need to provide actual technical resumes while submitting the RFP response?

Response 106

4.1 Pricing Page: Vendor should complete the Pricing Page by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a "no bid" or "N/A" on their bid. Vendors may opt to bid different hourly rates for each renewal year.

A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for

the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 107 Point 4.2.4 from CRFQ DOT2200000122 Specifications:

We assume we need to provide resumes and names of the technical consultants along with additional documentation as part of the candidate resumes like below only if we are awarded the contract

1. Proof of degree certification
2. Technical Certifications

Response 107 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 108 Point 4.2.4 from CRFQ DOT2200000122 Specifications:

Do we need to provide a completed qualification document when submitting our RFP response or after award? Where can we find the qualification document from the RFP?

Response 108 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 109 Point 6: BID SUBMISSION from CRFQ DOT2200000122 Inst to Vendors:

a. We tried to access the wvOASIS - VSS portal: RFP response - It says vendor should submit 1 original technical proposal
b. what is the technical proposal format we need to follow
c. what are the mandatory forms/documents we need to submit along with the original technical proposal?
d. Can we submit 1 original technical proposal in PDF format in wvOASIS?

2. Point 6: BID SUBMISSION from CRFQ DOT2200000122 Inst to Vendors: For 1 original cost proposal

a. Can we submit 1 original cost proposal - Exhibit A Pricing Page in Excel format in wvOASIS?

2. Point 8: ADDENDUM ACKNOWLEDGEMENT from CRFQ DOT2200000122 Inst to Vendors:

a. We did not find Addendum Acknowledgement Form, can you share it, please?

b. When will the addendum be released and where will it get posted?

2. Point 9: BID FORMATTING from CRFQ DOT2200000122 Inst to Vendors:

a. What is the technical proposal format a vendor should follow to be compliant with the Bid submission and formatting?

b. Do we need to follow the technical proposal page limit?

c. Should our technical proposal have: Cover letter, Table of content, Company history, Recruitment Methodology, etc?

2. General Question: What is the budget for this contract?

3. General Question: Who are current incumbents for this contract?

4. General Question: Can we get access to the current incumbents' pricing?

Response 109 Vendors must follow CRFQ DOT2200000122 Inst to Vendors and review/read all of the attached instructions and bid information attached. There is no preferred technical proposal format required and no RFQ response limit.

Solicitation and any/all future addendums will be posted here: https://www.wvoasis.gov/

A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor`s response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

This solicitation has not been previously advertised or awarded by WVDOT.

Question 110 How many vendors do you intend to award for this contract?

Response 110 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification

Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 111 Can you please provide us with an estimated or NTE budget allocated for this contract?

Response 111 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 112 What is the place of performance of the candidate?

Response 112 It is anticipated that most under this contract will occur under direct Agency supervision in the metro Charleston, WV area, as these are the home office areas for the primary Agency sponsors for this solicitation. However, the awarded contract(s) will be available for use by the West Virginia Department of Transportation which has districts and offices all throughout West Virginia.

Question 113 Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name?

Response 113 This solicitation has not been previously advertised or awarded by WVDOT.

Question 114 If there is an incumbent for this contract, is the incumbent eligible to submit the proposal again?

Response 114 This solicitation has not been previously advertised or awarded by WVDOT.

Question 115 Are there any pain points or issues with the current vendor(s)?

Response 115 This solicitation has not been previously advertised or awarded by WVDOT.

Question 116 Is this re-compete or new requirement?

Response 116 This solicitation has not been previously advertised or awarded by WVDOT

Question 117 Could you please share the previous spending on this contract, if any?

Response 117 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 118 Is there any mandatory subcontracting requirement for this contract? If yes, is there any specific goal for the subcontracting?

Response 118 There is not a mandatory subcontracting requirement.

> 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and
> local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
>
> SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing
> commodities or services related to this Contract that as subcontractors, they too are
> required to comply with all applicable laws, regulations, and ordinances. Notification
> under this provision must occur prior to the performance of any work under the contract by the subcontractor.

Question 119 What is the total number of resources who are currently working on this project? Please let us know their position name and hourly rate?

Response 119 This solicitation has not been previously advertised or awarded by WVDOT

Question 120 Considering the current COVID-19 pandemic situation, if the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

Response 120 Vendors should review CRFQ DOT2200000122 Specifications - 4.2 Vendor Responsibilities.

4.2.8 If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to the Agency a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of

replacement. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that the agency may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If the Agency needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).

Question 121 Are hourly rate ranges acceptable for proposed personnel?

Response 121 Vendors should review CRFQ DOT2200000122 Specifications - 4.2 Vendor Responsibilities and CRFQ DOT2200000122 Exhibit A Pricing Page.

4.2.1 Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by the Agency, Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.

Question 122 Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

Response 122 The pricing page has been split into remote work and on-site work for each category.

All costs associated with any on-site travel must be incorporated into the vendor's bid. It is anticipated that most under this contract will occur under direct Agency supervision in the metro Charleston, WV area, as these are the home office areas for the primary Agency sponsors for this solicitation. However, the awarded contract(s) will be available for use by the West Virginia Department of Transportation which has districts and offices all throughout West Virginia. Remote work will be permissible on a statement of work basis approved by the West Virginia Department of Transportation. The remote work must be performed in the United States.

Question 123 What will be the mode of interview of the candidate via virtual or in-person?

Response 123 Interviews can be remote.

Question 124 Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Response 124 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question 125 How many people are currently working onsite and offsite?

Response 125 This solicitation has not been previously advertised or awarded by WVDOT

Question 126 Could you please provide the list of holidays?

Response 126 Generally, the following official holidays are observed:

New Year's Day.....1st Day of January
Martin Luther King's Birthday..... 3rd Monday of January
President's Day.....3rd Monday of February
Memorial Day..... Last Monday in May
Juneteenth..... 19th Day of June
West Virginia Day .....20th Day of June
Independence Day.....4th Day of July
Labor Day.....1st Monday of September
Columbus Day.....2nd Monday of October
Veteran's Day.....11th Day of November
Thanksgiving Day.....4th Thursday of November
Day After Thanksgiving.....4th Friday of November
Christmas Day.....25th Day of December
Primary Election Day.....When a statewide primary election is held
General Election Day.....When a statewide general election is held

Question 127 Are there any mandated Paid Time Off, Vacation, etc.?

Response 127 Mandated paid time off or vacation is not included in this solicitation.

Question 128 What is the total budget allocated to this contract?

Response 128 The State of West Virginia is not permitted to share this information.

Question 129 How many awards are to be made under this contract?

Response 129 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 130 Is this a new requirement or is there an incumbent currently performing the services?

Response 130 This solicitation has not been previously advertised or awarded by WVDOT

Question 131 Can we submit a bid on all position classifications or is it mandatory to just choose only a few classifications?

Response 131 Vendors should review CRFQ DOT2200000122 Specifications - Section 4.1 and 4.2.

4.1 Pricing Page: Vendor should complete the Pricing Page by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a "no bid" or "N/A" on their bid. Vendors may opt to bid different hourly rates for each renewal year.

4.2.1 Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting

candidates for review by the Agency. Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.

Question 132 Do we need to include documentation as mentioned under point "3. Qualifications" with our Request for Quote (Exhibit A)?

Response 132 Vendors should review CRFQ DOT2200000122 Specifications - Section 3: Qualifications Requirements. Both 3.1 and 3.2 state: Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

Question 133 Document "Disclosure of Interested Parties to Contracts" says that we need to complete this form and submit it to the contracting state agency prior to contract award. Would this need to be submitted with our response without a contract number?

Response 133 Vendor must follow CRFQ DOT2200000122 Inst to Vendors (pdf) and complete the bid package as specified. The Disclosure of Interested Parties to Contracts will be required, before contract award.

Question 134 In response to point "3. Qualifications". Do we need to present 6 individuals for staffing in each position classification (7 specified categories) or can we present 6 individuals for all the specified positions classifications unanimously?

Response 134 Vendors should review CRFQ DOT2200000122 Specifications - Section 3 Qualifications.

3.2. 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.

Question 135 Do we need to provide full resumes or a resume summary in addition to the required documentation from point 3.2?

Response 135 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the

names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Vendors should review CRFQ DOT2200000122 Specifications - Section 4.2: Vendor Responsibilities.
4.2.4 Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered (ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.

Question 136 Are they any incumbents (or incumbent positions) ?

Response 136 This solicitation has not been previously advertised or awarded by WVDOT.

Question 137 Is this a brand new contract?

Response 137 This solicitation has not been previously advertised or awarded by WVDOT.

Question 138 Section 3.2 – With regard to the requested "documentation/proof of performance" of the (6) individuals providing similar services:

Q.) Does the State want one example per Labor Category in Section 1, or would it be acceptable to provide multiple pieces of documentation for fewer Labor Categories <i.e. (6) Past Performance references but only bidding on 3 or 4 Labor Categories> ?

Response 138 Vendors must submit the below documentation for <u>each</u> category they're bidding on prior to award.

3.1. 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.

Question 139 Will there be a P-1/Preferred Vendor chosen for each "Labor Category/Position Classification", or one overall ?

Response 139 The State of West Virginia is seeking qualified bidders meeting the requirements of CRFQ DOT2200000122. The vendor should review CRFQ DOT2200000122 Specifications - 5. Contract award.

> 5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 140 What is the estimated budget for this contract?

Response 140 The State of West Virginia is not permitted to share this information.

Question 141 What was the client's spend in relation to the Current IT Staff Augmentation Contract for the previous year?

Response 141 The State of West Virginia is not permitted to share this information and this solicitation has not been previously awarded.

Question 142 Is there any incumbent for this contract or is this for a new contract? If yes, can you please let us know the name of incumbent, their hourly rate and historical spend?

Response 142 The State of West Virginia is not permitted to share this information.

Question 143 Can you please provide some background on the types of projects that require support and specifics regarding the professional and technical staff you are looking for to augment your team?

Response 143 Vendors should review Section 1 Purpose and Scope and Background & Current Operation Environment.

Question 144 How many requirements are anticipated to be released annually?

Response 144 The estimated quantity per position is 2080 hours per year however the following statement applies: The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Question 145 Please confirm if there is any local preference?

Response 145 N/A

Question 146 How many awards to be made under this contract?

Response 146 Vendors should review CRFQ DOT2200000122 Specifications and CRFQ DOT2200000122 Exhibit A Pricing Page.

> 5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Question 147 On average how many temporary IT staff are deployed at any given time?

Response 147 This solicitation has not been previously advertised or awarded by WVDOT.

Question 148 What is the expected lead time for vendor to provide requested contracted staff?

Response 148 Vendors should review CRFQ DOT2200000122 Specifications - Sections 4.2 Vendor Responsibilities and 4.3 Duties and Responsibilities of the Agency.

Question 149 Can you please clarify the Submission process as we are unable to get Clarity on the same.

Response 149 Vendors must follow CRFQ DOT2200000122 Inst to Vendors and review/read all of the attached instructions and bid information attached.

Question 150 Is there an incumbent contract being utilized by WVDOT to obtain staffing support services for these labor categories? A. If yes, would WVDOT provide details on the incumbent contract to include vendors and rates card?

Response 150 This solicitation has not been previously advertised or awarded by WVDOT.

Question 151 Does WVDOT currently receive Staffing Support Services from any vendors for the positions identified in the scope of services of this solicitation? If so, what vendors and what contract or contracts are being used to provide these services to WVDOT?

Response 151 This solicitation has not been previously advertised or awarded by WVDOT.

Question 152 Are you expecting actual resumes of candidate or Is that a post award requirement?

Response 152 A Vendor must be able to document, prior to award, that they have provided similar information technology services. The preferred documentation includes the names and contact information for the entities to which the classifications were supplied (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Vendors should review CRFQ DOT2200000122 Specifications - Section 4.2 Vendor Responsibilities.

4.2.4 Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered (ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.

Question 153 In document CRFQ DOT2200000122 specifications point 3.2 do we need to bid for all the positions mentioned there or we are allowed to choose and bid? I am attaching a snapshot of the mentioned part.

Response 153 4.1 Pricing Page: Vendor should complete the Pricing Page by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a "no bid" or "N/A" on their bid. Vendors may opt to bid different hourly rates for each renewal year.

Exhibit A - Pricing Page

WVDOT Information Technology Staffing Services RFQ(81220053)

Revised - Version 2 - 2.22.2022

Contract Item	Description	Est. Qty.	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost	Year 4 Unit Cost	Extended Cost
4.1.1	Senior Mainframe Application Analyst (On-Site)	2080	EA					$0.00
4.1.1	Senior Mainframe Application Analyst (Remote Work)	2080	EA					$0.00
4.1.2	Mainframe Application Analyst (On-Site)	2080	EA					$0.00
4.1.2	Mainframe Application Analyst (Remote Work)	2080	EA					$0.00
4.1.3	Senior Application Oracle Database Administrator (On-Site)	2080	EA					$0.00
4.1.3	Senior Application Oracle Database Administrator (Remote Work)	2080	EA					$0.00
4.1.4	Application Oracle Database Administrator (On-Site)	2080	EA					$0.00
4.1.4	Application Oracle Database Administrator (Remote Work)	2080	EA					$0.00
4.1.5	Senior Application DB2 Database Administrator (On-Site)	2080	EA					$0.00
4.1.5	Senior Application DB2 Database Administrator (Remote Work)	2080	EA					$0.00
4.1.6	Application DB2 Database Administrator (On-Site)	2080	EA					$0.00
4.1.6	Application DB2 Database Administrator (Remote Work)	2080	EA					$0.00
4.1.7	Programmer Analyst (On-Site)	2080	EA					$0.00
4.1.7	Programmer Analyst (Remote Work)	2080	EA					$0.00
					Grand Total			$0.00

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the WV Purchasing Division as Change Orders for subsequent years.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors Signature:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000122

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. 6
[ ]	Addendum No. 2	[ ]	Addendum No. 7
[ ]	Addendum No. 3	[ ]	Addendum No. 8
[ ]	Addendum No. 4	[ ]	Addendum No. 9
[ ]	Addendum No. 5	[ ]	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

BuzzClan, LLC.

Company

Sachin Jain

Authorized Signature

03/03/2022

Date

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

Exhibit A - Pricing Page

WVDOT Information Technology Staffing Services RFQ(81220053)

Revised - Version 2 - 2.22.2022

Contract Item	Description	Est. Qty.	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost	Year 4 Unit Cost	Extended Cost
4.1.3	Senior Application Oracle Database Administrator (Remote Work)		EA	$75.00	$75.00	76.50	$76.50	
4.1.4	Application Oracle Database Administrator (Remote Work)		EA	$65.00	$65.00	66.30	$66.30	

4.1.6	Application DB2 Database Administrator (Remote Work)		EA	$68.00	$68.00	$69.36	$69.36	
							Grand Total	

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the WV Purchasing Division as Change Orders for subsequent years.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Sachin Jain

Vendors Signature:

SYNOPSIS SHEET FOR MULTIPLE AWARD

	#1	#2	#3	#4	#5
Senior Mainframe Application Analyst - On Site	Lancesoft Inc. DOT81220053G	Quantam Solutions DOT81220053E	Cynet Systems DOT81220053L	Smart Shared Services DOT81220053B	SQL Data DOT81220053A
Senior Mainframe Application Analyst - Remote	Cynet Systems DOT81220053L	Quantam Solutions DOT81220053E	Lancesoft Inc. DOT81220053G	Smart Shared Services DOT81220053B	DevCare Solutions DOT81220053J
Mainframe Application Analyst - On Site	Quantam Solutions DOT81220053E	Cynet Systems DOT81220053L	Lancesoft Inc. DOT81220053G	SQL Data DOT81220053A	Sonus Software DOT81220053F
Mainframe Application Analyst - Remote	Cynet Systems DOT81220053L	Quantam Solutions DOT81220053E	Lancesoft Inc. DOT81220053G	Infojini Inc. DOT81220053D	Enterprise Solutions DOT81220053I
Senior Application Oracle Database Administrator - On Site	DiskRiter Inc. DOT81220053H	SQL Data DOT81220053A	Enterprise Solutions DOT81220053I	Cynet Systems DOT81220053L	Sonus Software DOT81220053F
Senior Application Oracle Database Administrator - Remote	DiskRiter Inc. DOT81220053H	Cynet Systems DOT81220053L	Enterprise Solutions DOT81220053I	Buzzclan LLC DOT81220053C	DevCare Solutions DOT81220053J
Application Oracle Database Administrator -On Site	SQL Data DOT81220053A	Lancesoft Inc. DOT81220053G	Cynet Systems DOT81220053L	DiskRiter Inc. DOT81220053H	Enterprise Solutions DOT81220053I
Application Oracle Database Administrator -Remote	Cynet Systems DOT81220053L	DiskRiter Inc. DOT81220053H	Lancesoft Inc. DOT81220053G	Enterprise Solutions DOT81220053I	Buzzclan LLC DOT81220053C
Senior Application DB2 Database Administrator- On Site	DiskRiter Inc. DOT81220053H	SQL Data DOT81220053A	Sonus Software DOT81220053F	Cynet Systems DOT81220053L	Enterprise Solutions DOT81220053I
Senior Application DB2 Database Administrator- Remote	DiskRiter Inc. DOT81220053H	Cynet Systems DOT81220053L	Quantam Solutions DOT81220053E	Infojini Inc. DOT81220053D	DevCare Solutions DOT81220053J
Application DB2 Database Administrator- On Site	SQL Data DOT81220053A	Quantam Solutions DOT81220053E	Sonus Software DOT81220053F	Cynet Systems DOT81220053L	DiskRiter Inc. DOT81220053H
Application DB2 Database Administrator- Remote	Quantam Solutions DOT81220053E	Cynet Systems DOT81220053L	DiskRiter Inc. DOT81220053H	Lancesoft Inc. DOT81220053G	Buzzclan LLC DOT81220053C
Programmer Analyst - On Site	Quantam Solutions DOT81220053E	Lancesoft Inc. DOT81220053G	US Tech Solutions DOT81220053K	Sonus Software DOT81220053F	SQL Data DOT81220053A
Programmer Analyst - Remote	Quantam Solutions DOT81220053E	US Tech Solutions DOT81220053K	Cynet Systems DOT81220053L	Lancesoft Inc. DOT81220053G	Infojini Inc. DOT81220053D

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lisa D. Lleras	
The Zone Insurance Group, Inc. 3901 Dendron Drive Flower Mound TX 75028	PHONE (A/C, No, Ext): 469-293-5232	FAX (A/C, No):
	E-MAIL ADDRESS: lisal@zoneinsurancegroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company, Limited	
	INSURER B : Hartford Fire Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
BuzzClan, LLC 5757 Alpha Road, Suite 340 Dallas TX 75240

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		46SBA ZJ5555SC	12/09/2021	12/09/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 2000,000 $ 10,000 $ 1,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		46SBA ZJ5555SC	12/09/2021	12/09/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	X		46SBA ZJ5555SC	12/09/2021	12/09/2022	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			46 TE 0282636-18	01/07/2022	01/07/2023	$5,000,000 glitch occurrence and aggregate limit with $10,000 retention (Includes Cyber Liability for $1 mil limits)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

State or West Virginia is listed as an additional insured.

CERTIFICATE HOLDER

State of WV
1900 Kanawha Blvd. #, Bldg. 5
Charleston, WV 25305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa D. Lleras

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