



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

Header

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 149407

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0705

Vendor ID:

SO Doc ID: LOT1600000002

Legal Name: OMNI STRATEGIC TECHNOLOGIES INC

Published Date: 11/9/15

Alias/DBA:

Close Date: 11/19/15

Total Bid: \$0.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 0

Total of All Attachments: 0



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 149407

Solicitation Description : Addendum #2 - OPEN END PROFESSIONAL SERVICES

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation No	Version
	2015-11-19 13:30:00	SR 0705 ESR11191500000002339	1

VENDOR

000000205664

OMNI STRATEGIC TECHNOLOGIES INC

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-7023
 stephanie.l.gale@wv.gov

Signature X FEIN # DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TECHNOLOGY PROFESSIONAL SERVICES	0.00000	HOUR	\$120.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description : TECHNOLOGY PROFESSIONAL SERVICES PER ATTACHED SPECIFICATIONS



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

State of West Virginia
 Request for Quotation

Proc Folder: 149407

Doc Description: Addendum #1 - OPEN END PROFESSIONAL SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-26	2015-11-19 13:30:00	CRFQ 0705 LOT1600000002	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Omni Strategic Technologies
 1205 Quarrier St.
 Charleston, WV 25301
 304-343-0477

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-7023
 stephanie.l.gale@wv.gov

Signature X *Wina Shell*

FEIN # 55-0665104

DATE 11/19/15

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

Addendum #1

Issued to add bid receiving location and document description.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish an open end contract for professional services based on hourly rates. These services are necessary to achieve the objectives of the backup data center relocation and implementation of new technologies within the Lottery.

ACCOUNTS PAYABLE LOTTERY PO BOX 2067 CHARLESTON WV25327-2067 US	PURCHASING LOTTERY 900 PENNSYLVANIA AVE CHARLESTON WV 25302 US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TECHNOLOGY PROFESSIONAL SERVICES	0.00000	HOURLY		

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :

TECHNOLOGY PROFESSIONAL SERVICES PER ATTACHED SPECIFICATIONS

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre Bid Meeting	2015-11-03
2	Technical Questions Due	2015-11-06

SOLICITATION NUMBER: CRFQ LOT1600000002
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to:

1. Provide Bid Receiving Location.
2. Provide document description.

End of Addendum #1.

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ LOT1600000

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Omni Strategic Technologies
Company

Mina Shell
Authorized Signature

11/19/15
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Request for Quotation

Proc Folder: 149407

Doc Description: CRQM - OPEN END PROFESSIONAL SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-26	2015-11-19 13:30:00	CRFQ 0705 LOT1600000002	1

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
 (304) 558-7023
 stephanie.l.gale@wv.gov

Signature X

Urina Shell

FEIN #

55-0665104

DATE

11/19/15

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

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TECHNOLOGY PROFESSIONAL SERVICES	0.00000	HOUR	\$120	\$120

Comm Code	Manufacturer	Specification	Model #
81100000			

Extended Description :
TECHNOLOGY PROFESSIONAL SERVICES PER ATTACHED SPECIFICATIONS

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre Bid Meeting	2015-11-03
2	Technical Questions Due	2015-11-06

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

November 3, 2015 at 2:00pm
900 Pennsylvania Avenue
Charleston, WV
12th Floor Conference Room

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Question Submission Deadline: Friday, November 6, 2015 @ 2:00pm

Submit Questions to: Stephanie Gale

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: stephanie.l.gale@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: November 19, 2015 @1:30pm
Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

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

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be 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. 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 ³⁶ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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.

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.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of 1,000,000.00 _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

VENDOR SHALL SIGN A CONFIDENTIALITY AGREEMENT

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of SEE SECTION 10.2 OF THE RFQ for _____

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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 32. 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.
- 33. 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.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Omni Strategic Technologies

(Company)

Nina Shell Nina Shell, Business Development Director

(Authorized Signature) (Representative Name, Title)

304-343-0477, 304-343-0597, 11/19/15

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
[CRFQ LOT160000002] Lottery Professional Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish an open end contract for professional services based on hourly rates. These services are necessary to achieve the objectives of the backup data center relocation and implementation of new technologies within the Lottery.

Since this is an hourly rate contract, each engagement will require the development of a detailed Statement of Work (SOW). The SOW will be developed in collaboration with the successful Vendor and Lottery personnel and will outline the services required along with a detailed list of deliverables, deadlines, and payment structure. Each SOW will be utilized to develop a release order resulting from this contract and will include a firm fixed not to exceed price for services to be performed. In the event of a system failure, or if maintenance is required to prevent a system failure, services will be billed on an as needed basis; however, prior authorization will be required from Lottery personnel.

BACKGROUND: The Lottery currently operates two Data Centers. The Lottery Data Centers are located in Charleston and Fairmont West Virginia. The Charleston Data Center is the primary location and Fairmont operates as the backup location.

1. The Lottery operates a Windows environment using both physical and virtual servers. The virtual environment runs on VMware VSphere. The Lottery utilizes VMware VCenter for management and Site Recovery Manager for failover operations.

The Lottery replicates production data between Data Centers using EMC Recovery Point technologies. Lottery uses EMC VNX systems for storage.

This BDC project does not include the implementation of any upgrades in software and hardware at this time.

The imaging systems utilize internal services provided by Centera to maintain identical data at both locations.

The current backup data center (BDC) is located at 9337 Middletown Mall Road, White Hall, WV while the Lottery is utilizing West Virginia Real Estate to build out a new data center that will be located approximately 13 miles south near the Anmoore Exit just below the main Clarksburg exit at 64 Sterling Drive, Bridgeport WV.

The Lottery is in the process of determining which support equipment, including Security, HVAC, UPS, Generator and Cameras will be relocated to the new BDC versus acquired as new hardware

REQUEST FOR QUOTATION
[CRFQ LOT1600000002] Lottery Professional Services

and software. The Lottery will utilize other subcontractors to assist with relocation of hardware and software.

The intent of this contract is to assist with the design and cutover for the BDC, then assist with the implementation of a Sharepoint based Intranet and also to assist with research, procurement and installation of other new technologies, including but not limited to Microsoft Lync or an alternative product. Other projects could be included in this contract based on priorities.

PREBID: A mandatory pre-bid conference for this RFQ will be scheduled for November 3, 2015 at 2:00pm at Lottery Headquarters, 900 Pennsylvania Avenue, Charleston, WV 25302. Failure to attend this pre-bid meeting will result in disqualification. Documentation submitted by Vendors that fail to attend this mandatory meeting will not be considered for evaluation.

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 Professional Services, which include project management, systems engineering, design and installation of data center facilities and design and installation of several high impact systems for the Lottery. This contract is intended to augment and extend the support provided by internal staff due to timeframes and the volume of projects envisioned. The Vendor must complete a pricing schedule which includes the hourly rate for professional services being bid.

2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.

2.3 "RFQ" means the official request for quotation published by the Purchasing Division and identified as CRFQ LOT1600000002.

REQUEST FOR QUOTATION
[CRFQ LOT160000002] Lottery Professional Services

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications. Failure to meet any of these qualifications will result in disqualification.

3.1. Vendor shall have a minimum of ten years of experience installing and configuring systems similar in size and scope to the Lottery for multiple clients within West Virginia governmental agencies. The Vendor shall provide at least three system references that demonstrate this experience. Successful contact with all references will be required to meet this requirement. The Vendor shall supply the following information:

Name:

Address:

Telephone Number:

Email Address:

Brief Summary of System/Services Provided:

Size of System – Number of Users & Locations:

Vendor shall complete Attachment A & B Vendor Qualifications/References. Failure to complete this section will result in Vendor disqualification. Vendor shall outline in detail all their experience and system references and experience as requested in section 3 and 4 of this RFQ.

3.2. Vendor shall have a minimum of two permanent (W-2 Employed Staff) employees on staff with technical experience with VMWARE, data center construction data replication and large scale migration of systems. These employees must work directly for the Vendor and may not be subcontracted employees.

3.3. Vendor **MUST** have experience with data center design and re-location of an existing data center. This experience **MUST** be within the last five years. If the Lottery is unable to verify this experience, the Vendor will be disqualified.

4. **MANDATORY REQUIREMENTS:**

4.1 **Mandatory Contract Services Requirements and Deliverables:** Vendor shall provide professional services based on an hourly rate for services defined in a SOW. Each SOW will be utilized to establish a contract release order.

4.2 Vendor **MUST** bid hourly rates which will be utilized to perform system enhancements, upgrades, implementation, analysis, and project planning. Vendor **MUST** work with Lottery personnel to develop a SOW for all project tasks.

REQUEST FOR QUOTATION
[CRFQ LOT160000002] Lottery Professional Services

- 4.3 Vendor MUST also provide for on-going maintenance and support for the Lottery system to ensure continued system functionality. This will be an open end contract to provide unlimited hours for Professional Services for system design, implementation and re-location activities based on approved SOW utilizing the established contract hourly rates. A separate contract release order will be issued and will be utilized for billing maintenance/support activities based on an established hourly rate.
- 4.4 Vendor MUST handle the management aspects of the project. The complexity of the work requires specific expertise. This must be completed dedicating no more than 3 full time badged employees to the Lottery project and must be assigned to the project until completion. Each employee can provide expertise in a different area throughout the project. Vendor shall submit documentation for all employees that may be assigned to work on the Lottery system. These employees will be required to submit fingerprints for background investigation performed by the Lottery. The Lottery reserves the right to approve all staff members assigned to perform contact services.
- 4.5 All contractor system and networking work MUST be provided onsite. Remote access will not be allowed. During support hours, a four hour response (on-site) time is required to both locations. Support hours are Monday through Friday 8am-5pm. During non-support hours, response must be by phone within four hours.
- 4.6 The onsite response time is to either Lottery Site as designated 900 Pennsylvania Ave Charleston, West Virginia 25302 and/or 64 Sterling Drive Bridgeport WV 26330. The onsite location will be determined by the Lottery for each specific incident.
- 4.7 Contractor MUST have the following certifications. Microsoft Certified System Engineer (MCSE) on Windows 2003 or later, Microsoft Certified Professional, Microsoft Certified Technology Specialist, Microsoft Certified IT Professional and Microsoft Certified Solutions Associate on Server 2008 or later..
- 4.8 Contactor MUST be able to professionally install hardware and cabling and power systems into server and equipment racks and cable tray systems and terminate connections in a clean, organized and professionally labeled manner including but not limited to Cat 5/6, Fiber, etc.

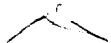
REQUEST FOR QUOTATION
[CRFQ LOT160000002] Lottery Professional Services

- 4.9 Contractor must understand all power requirements and connector specifications for all types of equipment in the data center not limited to switches, servers, storage, fiber specs and types, 120/240 power, PDU,
- 4.10 Vendor MUST demonstrate the requirements below and must have been completed within the past five years. . The successful bidder must provide documentation and background references to support the requirements below. If the Lottery is unable to verify this experience, the bidder will be disqualified
- 4.11 Vendor MUST have provided professional services installing, configuring, migrating and implementing Microsoft Active Directory environment on Server 2008 or later. This environment must include multiple locations using site to site replication on more than 4 Domain Controllers. This environment must have included both virtual and physical Domain Controllers. This work must have been completed for an agency of more than 100 users.
- 4.12 Vendor MUST have provided professional services installing, configuring and implementing a Barracuda Web Filter and SPAM Filtering appliance for an agency or company of more than 100 users.
- 4.13 Vendor MUST have installed, configured and implemented a Microsoft LYNC enterprise solution for an agency or company of more than 100 users.
- 4.14 Vendor MUST have installed configured and implemented Microsoft SQL Server (2007 or later) and Microsoft Exchange (2010 or later). Implementation must have included both physical and virtual server installs.
- 4.15 Vendor MUST have experience administrating VMWare VSphere 5.0 or later in a multi-site environment. This experience must include an environment of more than 30 virtual machines. Experience must include creating and assigning necessary storage pools, LUNS and Networking VLANs to create virtualized servers.
- 4.16 Vendor MUST have experience administrating VMWare Site Recovery Manager, utilizing this technology for Site to Site failover between dispersed Data Centers. This experience must include the failover of Microsoft SQL Server (2007 or later) and Microsoft Exchange (2010 or later).

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[CRFQ LOT160000002] Lottery Professional Services

- 4.17 Vendor MUST have experience administrating and configuring EMC block level Storage Configuration on a VNX SAN and experience with replication utilizing EMC's Recovery Point Appliances in a Site to Site failover between dispersed Data Centers.
- 4.18 Vendor MUST have performed as the primary technical resource for a Data Center infrastructure design, migration and relocation. Experience must include Windows Servers, Cisco Core Networking, Cisco Firewalls, Cisco Routers and Switches, SAN and NAS.
- 4.19 Vendor MUST have experience evaluating Data Center power, cooling and infrastructure requirements.
- 4.20 Vendor MUST have installed, configured and implemented a Microsoft SharePoint solution. The solution MUST have provided both an internal and external network design. SharePoint services MUST have been accessible both internal and externally to the network.
- 4.21 Contractor MUST have hands-on experience as Project Manager in multiple technical areas, including data and voice networking, data/network security, distributed systems, clustered applications, data centers design, site to site replication and site to site disaster recovery.
- 4.22 Vendor MUST currently have and MUST commit to maintain for the term of this contract, W-2 employed staff members experienced and qualified to support all technologies utilized in the system. The Vendor shall identify these staff members in its response to this RFQ and shall provide resumes and documentation supporting this experience. Changes to staff members during the course of this contract must be approved by Lottery personnel and shall meet all requirements detailed in section 3 of this RFQ.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide the Lottery hourly rates for Professional Services. The Contract shall be awarded to the Vendor that provides the services which meet all required specifications for the lowest overall total cost as shown on the Pricing Pages.
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REQUEST FOR QUOTATION
[CRFQ LOT160000002] Lottery Professional Services

5.2 Pricing Page: Vendor MUST complete the Pricing Page by supplying hourly rates for Services. Vendor MUST complete the Pricing Page in full as failure to complete the Pricing Page in its entirety WILL result in Vendor's bid disqualification.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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 an hourly rate for services, 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. Payment will be based on deliverables as defined in each SOW. The SOW may also include a provision for a hold back amount until tasks have been approved and accepted by Lottery personnel.
8. **RENEWALS:** This shall be a one year contract with the option for (2) two (1) one year renewals.
9. **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.
10. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Lottery facilities. In the event that access cards and/or keys are required:
 - 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 10.3. Vendor shall notify agency immediately of any lost, stolen, or missing card or key.
 - 10.4. Anyone performing under this Contract will be subject to agency's security protocol and procedures.

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- 10.5. Vendor shall inform all staff of agency's security protocol and procedures.
- 10.6. Prior to award, all personnel performing services for the Lottery shall be subject to initial and periodic background checks using the Lottery's electronic fingerprint capture system. In the case of a disqualification due to a criminal background refusal, the basis for disqualification shall be a conviction of any felony or crime related to theft, gambling or involving moral turpitude. Upon award, Vendor will work with Lottery personnel to identify personnel that complete the necessary background check requirements.

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11. VENDOR DEFAULT:

11.1. The following shall be considered a Vendor default under this Contract.

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

11.1.2. Failure to comply with any specifications and requirements contained herein.

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

11.1.4. Failure to remedy deficient performance upon request within a 30 day time period.

10.2 Liquidated Damages

It may be impracticable and extremely difficult to determine actual damages that the Lottery may sustain if Vendor defaults on any tasks or situations described in this RFQ. Liquidated Damages are not a penalty, but a reasonable estimate of total sustained damages as of the date of the RFQ, for the following breaches/defaults addition to and not in lieu of for each section applicable to any respect incident.

The Lottery shall notify the Vendor, in writing, of the assessment of liquidated damages for any default specified herein, and all liquidated damages Vendor's receipt of such notice from the Agency. If the Vendor does not pay such sums within thirty (30) days after receipt of such notice from the Lottery, any sum which may be due to the Lottery may be deducted and retained by the Lottery from the balance which my otherwise be due to the Vendor. In addition, should the Agency obtain a monetary judgment against the Vendor as a result of a breach of the Agreement arising from this RFQ, the Vendor shall consent to such judgment being set-off against moneys owed by the Vendor by the Lottery.

Partial performance of its duties shall not relieve the Vendor from liability for liquidated damages in any material portion of the agreement arising from this RFQ remains unperformed upon the date performance is to be completed. The Vendor's liability ceases at the time Agency receives substantial performance only exception is force majeure.

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The Vendor will be subject to liquidated damages in the event that the Vendor fails to comply with the staffing requirements outlined in section 4 of this RFQ. All services provided under this contract must be performed by W-2 employed staff members of the vendor responding to this RFQ. If an employee of the Vendor is not adequately certified or does not remain certified to perform services under this contract then liquidated damages maybe assessed. In addition, the Vendor will be subject to liquidated damages for failure to failure to dedicate sufficient resources to complete tasks outlined in the SOW.

The Vendor will be subject to liquidated damages for the following reasons:

- Failure to adhere to SOW timelines, completion of milestones and deliverables.
- Failure to respond to maintenance and emergency assistance within the time periods outlined in section 4.
- Unauthorized access to Lottery system and for introducing modifications to the production system without approval from Lottery personnel.
- Degraded system performance or loss of data in a disaster recovery/failover situation.
- Failure to notify Lottery personnel of system/software updates that are required for optimal system performance.
- Failure to advise Lottery personnel of critical system maintenance and failure to perform system maintenance to that necessary for optimal system performance.
- Failure to provide adequate system and administrative training.

Reference in this section to the term “operational day” and “operational days” refer to the period of time within twenty-four consecutive hours that the AX system is non-functional.

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

- 11.2.1. Assessment of Liquidated Damages.
- 11.2.2. Cancellation of the Contract.
- 11.2.3. Cancellation of one or more release orders issued under this Contract.
- 11.2.4. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. **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: Mina Shell

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Telephone Number: 304-343-0477
Fax Number: 304-343-0597
Email Address: nina.shell@omni performs.com

REQUEST FOR QUOTATION
[CRFQ LOT160000002] Lottery Professional Services

Pricing Schedule:

Professional Services – Hourly Rate	\$ 120.00
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REQUEST FOR QUOTATION
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Attachment A

Vendor Information	
Vendor Name:	Omni Strategic Technologies
Address:	1205 Quarrier St., Charleston, WV
Telephone:	304-343-0477
Email Address:	nina.shell@omniperforms.com
Vendor Staff Members: Briefly outline certifications & experience (include copies of documentation if applicable)	reference resumes
Staff Members Contact Information:	reference business cards

Jim Whitecotton

Phone: (304) 343-0477 Email: jim.whitecotton@omniperforms.com

<http://www.linkedin.com/in/jwhitecotton>

Summary of Qualifications:

- Forward-thinking leader and talented team builder with experience leading business focused as well as technical teams and projects.
- Analytical IT professional that delivers strong technical solutions that solve business problems while always keeping an eye on bottom line business benefit.
- An experienced business person with a wide-ranging background in management, operations, and strategic planning.
- Proven record of making outcome-based decisions that drive business process improvements while mitigating risks.
- Long history of strong relationship building; comfortable working with individuals of all levels up to and including executives with both technical and non-technical backgrounds.

Professional Accomplishments:

- As a consultant for Omni Strategic Technologies, managed the upgrade of major legacy systems for the firm's largest client, including implementation of Salesforce as their new CRM platform and the move to a cloud based document management system.
- Managed the continued implementation and ongoing support of OfficeMax Technology Solution's managed print services system at a regional bank with branches in three states and approximately 350 printers.
- Managed online auction projects at Grant Street Group to aid our clients in the sale of over \$900 million in delinquent real estate tax liens allowing them to meet their budgetary goals.
- Oversaw implementation and change management processes for Nations Holding Company's multi-year \$7,000,000.00 in-house development of a CRM and business workflow platform.
- Acted as the primary on-site lead to open a joint venture company between Nations Holding Company and a major national lender, on time and under the \$2,500,000.00 budget.
- Project Manager on over 65 version upgrades/revisions to Nations Title Agency's legacy title processing application which was utilized by approximately 1200 users across 35 business units nationwide.
- Acted as the project lead for post-merger integration projects on 12 new office openings and company acquisitions while at Nations Holding Company.
- Coordinated technology efforts which lead to Advanced Real Estate Services becoming the first company in its region to offer online editing and retrieval of HUD Settlement Statements to its real estate information clients.
- Managed the development and implementation of an online order placement and automated order submission from clients to reduce staff costs and business process redundancy at Advanced Real Estate Services.
- Worked in conjunction with ownership and sales force at Advanced Real Estate Services, quadrupled our service area footprint while increasing annual gross revenue from approximately \$1,500,000.00 to \$5,000,000.00.
- Managed the growth of ValuAmerica's title operations from gross revenues of \$80,000.00 per month, to approximately \$400,000.00 per month with minimal increase in total staff through the implementation of better business processes and improvements to our custom order processing system.

Experience:

Director of Implementation, 05/2011 – Present

OMNI STRATEGIC TECHNOLOGIES – Wheeling, WV

- Lead Omni's implementation group, which delivers managed IT services and infrastructure technology projects as well as provide project management expertise to website design and development group.
- Work with clients in the areas of strategic IT planning and advisory services, business process analysis and improvement, and the selection of technology systems that assist them in achieving their profitability goals.
- Provide outsourced project management and implementation services to clients for systems such as CRM platforms and document management systems.
- Work with clients using Salesforce as their primary Salesforce Administrator assisting them with designing and executing solutions to more tightly align the platform with their business.
- Acting as an internal consultant / intrapreneur seeking new ways to streamline the company's internal practices through a continuous improvement process as well as refining our products and service delivery models.

Jim Whitecotton

Phone: (304) 343-0477 Email: jim.whitecotton@omniperforms.com

<http://www.linkedin.com/in/jwhitecotton>

Experience (Continued):

Project Manager, 09/2010 – 11/2010, OFFICEMAX TECHNOLOGY SOLUTIONS – Wheeling, WV

- Worked directly with client's staff at a user level to provide day-to-day support of the company's managed print services product.
- Interfaced with the client's IT department and executive stakeholders to ensure the product was being implemented to their satisfaction and worked with them to identify any pain points.
- Managed contract vendor technicians to ensure they met their expected service levels.

Project Manager / Product Manager, 01/2009 – 11/2009, GRANT STREET GROUP, INC. – Pittsburgh, PA

- Managed relationships and supports needs of public sector clients that utilized the company's online auction products.
- Trained help desk staff to provide support services to both individual and institutional investors/bidders.
- Developed and maintained content for corporate Wiki for use by the support staff to supplement training, house business process documentation, and track development projects.

Project Manager / Training Manager, 06/2008 – 11/2008, LANDAMERICA FINANCIAL GROUP – Moon Twp, PA

- Directed a team of trainers that provided training support to all departments in the Lender Services business unit.
- Assisted with and oversaw staff that documented corporate business processes in preparation for SAS 70 certification.
- Created SharePoint site to be used by the training department to disseminate information to all departments nationwide and managed special projects at the direction of executive management.

QA Manager / Project Manager, 10/2001 – 06/2008, NATIONS HOLDING COMPANY – Prairie Village, KS

- Managed change management processes for enterprise wide CRM and order processing systems.
- Managed the nationwide implementation of all order processing software updates.
- Provided training and support to business units nationwide via in-person and web based training programs.
- Managed QA teams responsible for collecting requirements and testing all software updates prior to release.
- As business SME, conducted on-site audits of business processes and took corrective measures when needed.
- Using operations and technical expertise supported sales efforts aimed at the largest Banks and Mortgage Lenders in the country.

VP of Operations, 06/1998 – 10/2001, ADVANCED REAL ESTATE SERVICES – Carnegie, PA

(Company acquired by Nations Holding Company)

- Planned, organized, and directed day-to-day activities for title and closing operations with yearly revenue of approximately \$5,000,000.
- Supported all sales efforts and provided direct support to clients on escalated issues.

Division Manager – Title Operations, 07/1996 – 12/1997 VALUAMERICA – Pittsburgh, PA

- Planned, organized, and directed day-to-day activities of the division responsible for all title operations which processed an average of 8,000 – 9,000 real estate information transactions per month with annual gross revenues of approximately \$4,800,000 per year.
- Responsible for Managing relationships with the company's largest clients including PNC Bank and Bank of America.

Education:

WEST LIBERTY UNIVERSITY – West Liberty, WV

- Some coursework completed in Computer Information Systems and Organizational Leadership.

VIRGINIA TECH

- Completed program through professional education department to prepare for the PMI Project Management Professional certification exam.

GERALD SMITH



PROFESSIONAL EXPERIENCE

Omni Strategic Technologies - CIO

April 2013 – Present

As the CIO of Omni I was responsible for all technology decisions for the firm. I managed the integration and combination of three technology firms including the project based services, managed service and web development teams. I managed a group of 15 technical employees and oversaw the service delivery for approximately 1.5 million dollars in service revenue per year. I also performed sales engineering and as part of the sales team was responsible for generating over six hundred thousand dollars a year in support contracts and an additional two hundred thousand dollars a year in project based revenue.

ContactPointe – Director of Consulting Services

2000 - 2013

As the director of consulting services I was responsible for all managed service contracts as well as all project based services. I worked with sales and marketing to achieve 100% growth in managed services for the last two consecutive years of my service which positioned us well to sell to Omni Strategic Technologies. In order to achieve such growth I managed the delivery of service as well as customer expectations and maintained 100% retention of clients and technical staff throughout our growth phase.

Executrain of West Virginia – Lead Technical Trainer

1995 - 2000

As the lead technical trainer I was responsible for all aspects of the Microsoft certification programs. I developed new trainers to improve both their technical knowledge as well as their presence in the classroom and presentation skills.

Verizon Volunteer

2002-2004

Installed and terminated cabling for LAN / WAN integration at approximately 10 local area schools.

SPECIAL PROJECTS

- BrickStreet Mutual Insurance – Served on the construction team for the \$11 million dollar renovation of their office building. I was responsible for all technology based service including the management of the construction of a new 3300 Square foot data center and over two mile of structured data cabling. With this project I attended all construction meetings and directed the general, electrical, furniture, HVAC and security contractor for all technology needs.
- West Virginia Lottery – Served as a construction consultant for the remodeling of a 12 story office building and the refurbishment of a 2000 square foot data center. Managed technology requirements and ensured that all specifications were met by the general, electrical and HVAC contractors.

EDUCATION

1995 BS, Electrical Engineering. University of Central Florida. Orlando, Florida.

Last Activity Recorded : January 14, 2011
 Microsoft Certification ID : 326109

Microsoft
CERTIFIED
 Professional

GERALD S SMITH



steve.smith@omni performs.com

ACTIVE MICROSOFT CERTIFICATIONS:

Microsoft® Certified Solutions Associate

Certification Number :	D711-7837	Achievement Date :	04/16/2012
Certification/Version :	Windows Server 2008		

Microsoft® Certified IT Professional

Certification Number :	A029-2954	Achievement Date :	01/14/2011
Certification/Version :	Enterprise Administrator on Windows Server 2008		

Microsoft® Certified Technology Specialist

Certification Number :	A029-2957	Achievement Date :	01/14/2011
Certification/Version :	Windows 7, Configuration		

Certification Number :	A029-2951	Achievement Date :	12/23/2010
Certification/Version :	Windows Server 2008 Active Directory, Configuration		

Certification Number :	A029-2953	Achievement Date :	12/23/2010
Certification/Version :	Windows Server 2008 Applications Infrastructure, Configuration		

Certification Number :	A029-2952	Achievement Date :	12/23/2010
Certification/Version :	Windows Server 2008 Network Infrastructure, Configuration		

Microsoft Certified Professional

Certification Number :	E903-6919	Achievement Date :	04/16/2012
Certification/Version :	Microsoft Certified Professional		

LEGACY MICROSOFT CERTIFICATIONS:

Microsoft Certified Systems Administrator

Certification Number :	A052-5868	Achievement Date :	10/12/2004
Certification/Version :	Windows Server 2003		

Certification Number :	A052-5864	Achievement Date :	01/22/2002
Certification/Version :	Windows 2000		

Microsoft Certified Systems Engineer

Certification Number :	A052-5869	Achievement Date :	10/28/2004
Certification/Version :	Windows Server 2003		

Certification Number :	A052-5858	Achievement Date :	09/27/2001
Certification/Version :	Windows 2000		

Certification Number :	A052-5846	Achievement Date :	01/30/1998
Certification/Version :	Windows NT 4.0		

Microsoft Certified Professional

Certification Number :	██████████	Achievement Date :	02/27/2001
Certification/Version :	Microsoft Certified Professional + Internet		
Certification Number :	██████████	Achievement Date :	07/11/1996
Certification/Version :	Microsoft Certified Professional		

MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY :

Exam ID	Description	Date Completed
680	TS: Windows 7, Configuring	Jan 14, 2011
647	Pro: Windows Server 2008, Enterprise Administrator	Jan 07, 2011
649	TS: Upgrading Your MCSE on Windows Server 2003 to Windows Server 2008, Technology Specialist	Dec 23, 2010
296	Planning, Implementing, and Maintaining a Microsoft Windows Server 2003 Environment for an MCSE Certified on Windows 2000	Oct 28, 2004
292	Managing and Maintaining a Microsoft Windows Server 2003 Environment for an MCSA Certified on Windows 2000	Oct 12, 2004
218	Managing a Windows 2000 Network Environment	Jan 22, 2002
227	Installing, Configuring, and Administering Microsoft Internet Security and Acceleration (ISA) Server 2000, Enterprise Edition	Sep 27, 2001
219	Designing a Microsoft Windows 2000 Directory Services Infrastructure	Sep 27, 2001
217	Implementing and Administering a Microsoft Windows 2000 Directory Services Infrastructure	Sep 25, 2001
216	Implementing and Administering a Microsoft Windows 2000 Network Infrastructure	Sep 25, 2001
215	Installing, Configuring, and Administering Microsoft Windows 2000 Server	Sep 24, 2001
210	Installing, Configuring, and Administering Microsoft Windows 2000 Professional	Sep 24, 2001
087	Implementing and Supporting Microsoft Internet Information Server 4.0	Feb 27, 2001
081	Implementing and Supporting Microsoft Exchange Server 5.5	May 09, 1999
063	Implementing and Supporting Microsoft Windows 95	Jan 30, 1998
076	Implementing and Supporting Microsoft Exchange Server 5.0	Jan 30, 1998
059	Internetworking with Microsoft TCP/IP on Microsoft Windows NT™ 4.0	Jan 14, 1998
068	Implementing and Supporting NT™ Server 4.0 in the Enterprise	Dec 18, 1997
073	Implementing and Supporting NT™ 4.0 Workstation	Dec 18, 1997
058	Networking Essentials	Jan 25, 1997
067	Implementing and Supporting NT™ Server 4.0	Jan 25, 1997
043	Implementing and Supporting Microsoft Windows NT™ Server 3.51	Sep 05, 1996
042	Implementing and Supporting Microsoft Windows NT™ Workstation 3.51	Jul 11, 1996

Aaron Fry



304.419.4305



aaron.d.fry@gmail.com



132 Litton Hts.
Scott Depot, WV
25560

Employment Highlights

15+ years of technology industry experience has afforded a varied and broad set of skills. I approach every opportunity with a positive attitude and a desire for significant improvement. I enjoy looking at projects from many different viewpoints understanding business unit requirements and financial impact. Open clear communication with customers and users has been a vital skill that has allowed me serve and perform better and more efficiently.

Experience

Omni Strategic Technologies

8/2015 – Present

Salary: [REDACTED] Title: Senior Network Engineer

Hours per week: 40

Responsibilities

Advisory and vCIO services: Consult and advise for many local businesses, municipalities, and government agencies. Providing detailed technology solutions and fixes to a wide variety of needs. Leading and guiding organizations with industry best practices and standards, technology trends, compliance, and future vision for emerging technologies.

MSP services: Serving as level III support engineer for over 60 of our managed service clients. Providing support for escalations of all facets of IT.

Project services: Implementing contracted projects over and above normal managed services. Including, best practice and security assessments, Office365 and Azure implementations and migrations, datacenter relocations, and many more.

Haverhill Chemicals, LLC

4/2013 – 7/2015

Salary: [REDACTED] per year incl. bonuses Title: IT Supervisor

Hours per week: 40

Responsibilities

IT Infrastructure Administration: Research, procure, design, install, maintain, and upgrade all IT infrastructure devices, applications, and technologies. Administration of three sites connected by MPLS, 30+ Windows and Linux servers on 6 VMWare hosts, 27 Cisco network devices, 130 workstations, and 230 users. Technologies and Applications supported: Windows Servers (2000-2012R2), AD and Group Policy, DHCP, DNS, DirSync, ADFS, Office (2007-2013, and Office 365), SharePoint, VMWare ESXi and Vsphere (5.0 and 5.1), Dell OpenManage, Dell iDRAC, Dell KACE (helpdesk and patch management), Sophos antivirus and UTM, Cisco networking, Cisco CallManager and Unity, Aerohive wireless, Citrix, Google apps, Pi, ADP, and Training Mine.

IT Budgeting: Formulate and adhere to annual budgets.

Supervise Helpdesk Personnel: Assign tasks, responsibilities and priorities, assist in problem resolution, manage by example, evaluate, train and educate one employee. Work as a team for the benefit and success of the department and the company.

Projects

Office 365 Migration: Manage and implement migration from Google Apps to Office 365 for 250 user accounts. Utilized PowerShell to provision distribution groups, room resources, shared mailboxes, archive mailboxes, and in-place holds. Installed and configured DirSync for password and account replication to Windows Azure Active Directory.

Aaron Fry



304.419.4305



aaron.d.fry@gmail.com



132 Litton Hts.
Scott Depot, WV
25560

West Virginia State Treasurer's Office

8/2002 – 4/2013

Salary: [REDACTED] per year

Title: Network Administrator/CSO

Hours per week: 40

Responsibilities:

IT Infrastructure Administration: Research, design, install, maintain, and upgrade all IT infrastructure devices, applications, and technologies. Administration of eight sites connected by Switched Ethernet Circuits, 60+ Windows and Linux servers on 12 VMWare hosts, 16 Cisco network devices, 140 workstations, and 140 users. Technologies and Applications supported: Windows Servers (2000-2012), AD and Group Policy, DHCP, DNS, Office (2007-2013), SharePoint, VMWare ESXi and Vsphere (5.0 and 5.1), Cisco networking, Cisco CallManager, Unity, and Contact Center, Cisco wireless, Cisco Video Surveillance.

Level 2 Support: Provide on-site support for 150+ users. Provide occasional training sessions and user education. Deal with escalations, and restore customer satisfaction. Work with vendors and contractors to implement/repair systems and devices. Work with shipping companies to coordinate delivery of equipment.

New Projects and Emerging Technologies: Assess new technologies and their benefits and potential threats. Qualify and validate new technologies and software in our environment. Research, design, evaluate, compare, recommend, and implement new products and solutions.

Chief Security Officer: As part of the Security Committee, formulate security related policy and documentation. Assisting Audit group with Payment Card Industries (PCI) compliance. Perform internal and external vulnerability scans and penetration tests, remediate if necessary and report. Conduct annual security awareness training and ongoing awareness program. Submit security related entries for internal monthly newsletter.

Recent projects

Complete hardware refresh comparisons including network, storage and compute for our VMWare virtual environment, wireless vendor comparison and evaluation for state-wide contract, Firewall/Edge Security comparisons, IOS/Apple product adoption evaluation, and remote computing evaluations. Submit design and recommendations to Director of Network Operations and the CIO.

Certifications and Education

CompTIA A+:	Certification – 10/2001
MCP:	Certification - 4/2005
CCNA:	Certification - 9/2003-9/2006
Dell SonicWall CSSP:	Certification - 11/2012-11/2014

WV State College	Institute, WV	Some College Coursework Completed
WV Institute of Technology Montgomery, WV		Some College Coursework Completed
Major: Civil Engineering		
Teays Valley Christian School	Scott Depot, WV	High School Diploma - 6/1994

Many Cisco and Microsoft classes taken at ContactPointe Charleston WV. Complete list available upon request.



Jim Whitecotton

Director of Implementation

jim.whitecotton@omniperforms.com
MAIN: (304) 242-7600 OR (800) 300-5543
SUPPORT: (304) 343-0478 OR (844) 857-4740



Steve Smith

Chief Information Officer

steve.smith@omniperforms.com
MAIN: (304) 343-0477 OR (800) 300-5543



Aaron Fry

Senior Systems Engineer

aaron.fry@omniperforms.com
MAIN: (304) 343-0477 OR (800) 300-5543
SUPPORT: (304) 343-0478 OR (844) 857-4740

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Attachment B

Mandatory Experience Requirements accommodates the requirement -Identity staff member or system reference that accommodates the requirement	
Reference Number	Response
3.1	Reference "Attachment A"
3.2	Steve Smith, Aaron Fry (resumes attached)
3.3	<p><u>WV Lottery</u> <i>Backup Datacenter Design & Relocation – Steve Smith:</i> Steve oversaw the refurbishment of the data center for the current primary data center for the WV Lottery. He verified power and cooling requirements, aided in the design of rack layout and installation, oversaw the design and installation of VMware including replication to a secondary data center and Site Recovery Manager for failover to the alternate data center. Steve provided project management of the move from the old to new location for all data as part of a server migration and upgrade process associated with the move to the new location.</p> <p><u>WV State Treasurer’s Office</u> <i>Backup Datacenter Relocation Project - Aaron Fry:</i> Aaron was part of a three-person team responsible for location research; facility assessment; timeline development and management; migration methodology; new infrastructure design; and project implementation and completion. The project included a new 100 Mb/s WAN connection from Frontier, new IBM Blade center, SAN, and switches, utilizing asynchronous SAN replication and Veeam virtual machine replication for entire environment backup. Successful completion was achieved, marked by start to finish completion within six months, meeting the original timeline and functionality requirements.</p>
4.1	Agree to terms
4.2	Agree to terms
4.3	Agree to terms
4.4	Agree to terms
4.5	Agree to terms
4.6	Agree to terms
4.7	Reference Resumes
4.8	Reference Resumes (electrical degree) and system references
4.9	Reference Resumes (electrical degree) and system references
4.10	Agree to terms
4.11	<p><u>Jackson Kelly</u> <i>Active Directory Management – Steve Smith:</i> Steve Smith upgraded Active Directory for 500 users in 10 locations with domain controllers in all locations. He designed and installed Exchange 2010 with failover from Charleston to a remote office and served as a resource for management and maintenance needs of the environment, as necessary.</p>

	<p><u>Metro 911</u> <i>Active Directory Management – Steve Smith:</i> Steve installed and configured two domain controllers for the main office, replicating one between Metro 911 and the Kanawha County Sheriff’s Office. Replication was completed to successfully and securely provide access to their Computer Aided Dispatch software for dispatching all of Kanawha County emergency responders. He continued to serve as a resource for management and maintenance needs of the environment, as necessary.</p> <p><u>WV State Treasurer’s Office</u> <i>Active Directory Management - Aaron Fry:</i> Aaron installed and managed five domain controllers at three production sites and one backup site. Operating system versions spanned 2008, 2008 R2 and 2012. He utilized sites and services for proper replication and resource availability. Domains included over 130 users with virtual and physical servers, under his management and maintenance.</p>
4.12	<p><u>WV Lottery</u> <i>Barracuda Web Filter & Spam Filter for Enterprise:</i> Along with the internal IT department, Steve performed the recommendation, sizing and all stages of installation of Barracuda Web Filter and Barracuda SPAM filter for roughly 125 users.</p> <p><u>WV Legislature</u> <i>Barracuda Web Filter for Enterprise:</i> Omni provided recommendations and installation of a web filter capable of meeting the influx of users (600) during legislative session. Quick turnaround of procurement and installation was necessary, because of approaching session. Omni was able to install the device within two days of the request, over a weekend, to meet the needs of the client and goals expressed.</p>

4.13	<p><u>WV State Treasurer's Office</u> <i>Lync Experience – Aaron Fry:</i> Aaron installed, configured and managed Office Communications server 2005 and 2007 for a multiple site environment of over 130 users. He migrated the environment to Microsoft Lync Server 2010 Enterprise with Microsoft SharePoint and Microsoft Exchange integrations.</p> <p><u>WV Secretary of State</u> <i>Lync Experience – Steve Smith:</i> Steve installed and configured Lync to support the WV Secretary of State's Office, integrating it with their Microsoft Active Directory environment and Microsoft Exchange environment. The environment included roughly 150 users, of which an estimated 85 were utilizing Lync.</p> <p><u>WV Lottery</u> <i>Lync Experience – Steve Smith:</i> Installed and configured Lync for users to have access to instant messaging, desktop and application sharing. Based on security requirements, certain features were disabled to eliminate the potential for misuse.</p>
4.14	<p><u>WV Secretary of State</u> <i>SQL and Exchange Experience – Steve Smith:</i> Steve upgraded Secretary of State to Exchange 2010 on virtual server and then later migrated to Office 365 including connectors for voicemail back to the Lync phone system. Lync and line-of-business applications relied on SQL Server 2008R2 (physical and virtual) Steve deployed; he also managed the migration for data.</p> <p><u>Metro 911</u> <i>SQL and Exchange Experience – Steve Smith & Aaron Fry:</i> Steve led the upgrade with internal IT team of both virtual and physical SQL servers to support Microsoft Lync; Microsoft Data Protection Manager; Microsoft Operations Manager; Computer Aided Dispatch and web resources, including a SharePoint environment. He also upgraded Exchange from 2003 to 2010. Aaron Fry provides advice maintenance and management of the environment, on an as-needed, regular basis.</p>

4.15	<p><u>Haverhill Chemicals, LLC</u> <i>VMware Experience – Aaron Fry:</i> Aaron installed, configured, and managed VMWare VSphere 5.1 (update 1) on six different hosts in three different locations, including one in Ohio and two in Houston, TX. This included 37 production and backup virtual machines. Networker Backup and Data Domain replication were utilized for disaster recovery and failover. Aaron was responsible for all VMWare, storage, and networking administration.</p> <p><u>WV State Treasurer’s Office</u> <i>VMware Experience – Aaron Fry:</i> Managed storage pools and LUN creation and assignment, designed and implemented virtual networking and switches as well as their interconnection with physical network and VLAN infrastructure for a total of 16 hosts, two locations and 45 virtual machines. Veeam backup and replication were used for disaster recovery and failover.</p>
4.16	<p><u>WV Lottery</u> <i>VMware Recovery and Failover – Steve Smith:</i> Steve coordinated VMware resources for the implementation of Site Recovery Manager for failover of all WV critical systems including SQL, Exchange, Lync, file and print servers and application servers.</p> <p>Reference 4.15 for alternative solution recovery and failover experience.</p>
4.17	<p><u>WV Lottery</u> Steve aided in the LUN design and configuration of the Lottery VNX storage appliance. He also worked with the EMC resource to specify replication requirements and ensure that all data was replicated properly.</p>
4.18	<p><u>WV Lottery</u> Reference 3.3</p>

4.19	<p><u>WV State Treasurer's Office</u> <i>Data Center Requirements – Aaron Fry:</i> Aaron was responsible for monitoring power consumption in three server environments, recommending and purchasing UPS equipment for protection and evaluating Diesel backup generators for further runtimes and protection, assessing datacenter cooling capabilities and risks for failure, evaluating and recommending environmental monitoring and reporting systems and evaluating multiple locations - considering physical security and network infrastructure capabilities.</p> <p><u>WV Lottery</u> <i>Data Center Requirements – Steve Smith:</i> Reference 3.3</p>
4.20	<p><u>Haverhill Chemicals</u> <i>SharePoint Experience – Aaron Fry:</i> Managed on-premise SharePoint 2010 environment with internal and external network access. Configured and migrated environment to SharePoint online with internal Team sites and External Public Site.</p>
4.21	<p><u>Jim Whitecotton</u> <i>Project Management Experience:</i></p> <ul style="list-style-type: none"> • Managed setup and configuration of SaaS platform at Grant Street Group to aid our clients in the sale of over \$900 million in delinquent real estate tax liens allowing them to meet their budgetary goals. • Oversaw implementation and change management processes for Nations Holding Company's multi-year \$7,000,000.00 in-house development of a CRM and business workflow platform. • Acted as the primary on-site lead to open a joint venture company between Nations Holding Company and a major national lender, on time and under the \$2,500,000.00 budget. • Project Manager on over 65 version upgrades/revisions to Nations Title Agency's legacy title processing application which was utilized by approximately 1200 users across 35 business units nationwide. • Acted as the project lead for post-merger integration projects on 12 new office openings and company acquisitions while at Nations Holding Company. • Project lead on relocation of corporate data center at Nations Holding Company to a Tier 3 data center/colocation facility. • Member of project team charged with maintaining and testing site to site replication and disaster recover failover of Nations Holding Company backup data center located in East Coast facility. • Managed multiple voice/data cabling projects for both ground up buildouts as well as expansions of existing office locations. <p><u>Steve Smith</u> <i>Project Management Experience:</i> Reference 3.3</p>

REQUEST FOR QUOTATION
 [CRFQ LOT160000002] Lottery Professional Services
 Attachment A

System References – General for Size and Scope for WV State Agencies (10+ years)	
System Name:	WV Worker’s Compensation to BrickStreet
Address:	400 Quarrier Street, Charleston, WV 25301
Telephone Number:	(304) 941-1000
Email Address:	Deepesh.randeri@brickstreet.com
Brief Summary of System/ Services Provided:	ContactPointe (now Omni Strategic Technologies) provided a project manager (Steve Smith) to oversee the construction and relocation to a new datacenter and building for BrickStreet daily operations. We provided the resources to manage all aspects of the IT infrastructure for the new corporate location including the construction of a 3300 square foot datacenter. The project manager was responsible for overseeing the technical specifications of the equipment, the installation timeline and the quality of the installation for the IT infrastructure. This included attending weekly construction meetings as well as additional meetings with the builder, architect, engineers and BrickStreet management to ensure that all processes were on time and met the needs of the organization. The end result was a new datacenter which when occupied provided a secure, environmentally stable operating location to house the necessary technology to allow BrickStreet to provide services to their customer base.
Size of System -Number of Users & Locations:	1 primary (now 4 locations), 600 users (down to 400 users)

System References – General for Size and Scope for WV State Agencies (10+ years)	
System Name:	Office of Technology
Address:	1900 Kanawha Blvd., E., Charleston, WV 25305
Telephone Number:	(304) 957-6802
Email Address:	Patricia.a.ebert@wv.gov
Brief Summary of System/ Services Provided:	ContactPointe (now Omni Strategic Technologies) provided a Systems Engineer to assist with the State’s Executive branch domain migration. We began in an assisting role and progressively acquired additional responsibility until our role evolved into that of a point of contact and team lead. Our responsibilities included the initial meetings with customers to assess their current situation and begin forming a project plan for the migration. Additional responsibilities included evaluating any non-standard software, testing their configurations for compatibility with the Executive domain, and working with their vendors to solve any issues that arise. After creating a plan and documentation to support the migration, we took the leadership role with local staff, remote staff, and contractors to achieve either onsite migrations or remote migrations across the state. At the completion of the migration projects, we were the front line for any troubleshooting issues that might arise.
Size of System -Number of Users	10+ locations, 20,000 users

& Locations:	
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System References	
System Name:	WV State Treasurer's Office
Address:	1900 Kanawha Blvd., E. #145, Charleston, WV 25305
Telephone Number:	(304) 341-0727
Email Address:	Kin.richardson@wvsto.com
Brief Summary of System/ Services Provided:	Reference 3.3, 4.11, 4.13, 4.15, 4.19
Size of System -Number of Users & Locations:	3 sites, 130 users

System References –	
System Name:	Metro 911
Address:	200 Peyton Way, South Charleston, WV 25309
Telephone Number:	(304) 746-7911
Email Address:	remrick@metro911.org
Brief Summary of System/ Services Provided:	Reference 4.11, 4.14
Size of System -Number of Users & Locations:	1 primary and 1 backup site, 150 users

System References –	
System Name:	WV Secretary of State
Address:	1900 Kanawha Blvd., E. Suite 157-K Building 1, Charleston, WV 25305
Telephone Number:	(304) 558-6000
Email Address:	bsurber@wvsos.com
Brief Summary of System/ Services Provided:	Reference 4.13, 4.14
Size of System -Number of Users & Locations:	1 primary site, 100 users

System References –	
System Name:	Haverhill Chemicals, LLC
Address:	1019 Haverhill Ohio Furnace Rd. Haverhill, OH 45636
Telephone Number:	(740) 532-3420
Email Address:	Jeremy.travis@havchem.com
Brief Summary of System/ Services Provided:	Reference 4.15, 4.20
Size of System -Number of Users & Locations:	3 sites, 230 users

System References –	
System Name:	WV Legislature
Address:	1900 Kanawha Blvd., Building 1 – Room MB-37, Charleston, WV 25305
Telephone Number:	(304) 347-4820
Email Address:	Laura.belcher@wvlegislature.gov
Brief Summary of System/ Services Provided:	Reference 4.12
Size of System -Number of Users & Locations:	1 location, up to 600 users

System References –	
System Name:	Jackson Kelly
Address:	500 Lee Street, E., Suite 1600, Charleston, WV 25301
Telephone Number:	(304) 340-1000
Email Address:	gdonelson@jacksonkelly.com
Brief Summary of System/ Services Provided:	Reference 4.11
Size of System -Number of Users & Locations:	10+ sites, 450 users

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. **Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. **Application is made for 2.5% vendor preference for the reason checked:**

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. **Application is made for 5% vendor preference for the reason checked:**

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Omni Strategic Technologies

Signed: Quina Shell

Date: 11/19/15

Title: Business Development Director

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Omni Strategic Technologies

Authorized Signature: Nina Shell Date: 11/19/15

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 19 day of November, 20 15.

My Commission expires 4-11-2017, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Nora H Knox
Purchasing Affidavit (Revised 07/01/2012)

