

RECEIVED 2020 JUN 10 AM 10: 50

Verizon Business Group 4700 MacCorkle Ave., SE Charleston, WV 25304 304.356.3395

June 10, 2020

Department of Administration, Purchasing Division Attn: Melissa Pettrey

melissa.k.pettrey@wv.gov



#### Dear Ms. Pettrey:

Verizon is pleased to present the enclosed proposal in response to RFQ STO2000000002 for Microsoft Application Development. We look forward to working with you in providing a solution that meets your current and future business requirements.

Verizon is committed to our clients' success and we do that through continuous investment in our network, our talented employees, and through diverse business partnerships and technology that benefits you and your customers.

Verizon Business commits to provide the services as described in this RFQ. I also give my personal commitment of service to the West Virginia State Treasurer's Office. I look forward to continuing our business relationship and building an even stronger partnership with the State.

Sincerely,

Sandra K. Hawkins

Sandra K. Hawkins Senior Client Partner

### NATURE OF PROPOSAL

This RFQ response is submitted to the West Virginia Purchasing Division on behalf of the State Treasurer's office (referred to herein as "Customer") by Verizon Business Network Services Inc. on behalf of MCI Communications Corporation (referred to herein as "Verizon"). Verizon is providing exceptions/clarifications to the RFQ's terms and conditions in a separate document included in its response to this RFQ. However, Verizon does not consider this RFQ response as legally binding to provide the services until all documents herein have been mutually accepted and signed by both parties. In addition, Verizon also submits its Professional Services Service Attachment along with additional terms and conditions reflected in its Statement of Work, which is incorporated and included in Verizon's response. Verizon is also willing to sign a WV-96 Agreement Addendum and understands Verizon's additional terms and conditions are in the last order of precedence and shall not supersede the RFQ and WV-96 terms and conditions where a conflict arises.



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

State of West Virginia **Request for Quotation** 34 - Service - Prof

Proc Folder: 702868

Doc Description: Supplemental Staffing for Microsoft Application Development

Proc Type: Central Contract - Fixed Amt

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

**BID RECEIVING LOCATION** 

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

**PURCHASING DIVISION** 

2019 WASHINGTON ST E

**CHARLESTON** 

WV

US

25305

#### VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services 4700 MacCorkle Av SE., Charleston, WV 25304 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN#

47-0751768

06/08/2020 DATE

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

# ADDITIONAL INFORMATION:

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE	TREASURERS OFFICE	WEST VIRGINIA STATE TF 322 70TH ST SE	REASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary information technology software developers	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	FREASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON WV 25304	
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Temporary information technology software developers	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	TREASURERS OFFICE	WEST VIRGINIA STATE TRE 322 70TH ST SE	EASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

# Extended Description :

Three (3) Month Renewal Option Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	TREASURERS OFFICE	WEST VIRGINIA STATE TRE 322 70TH ST SE	ASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				_

# **Extended Description:**

Three (3) Month Renewal Option Individual 2

	Document Phase	Document Description	Page 4
STO2000000002	Final	Supplemental Staffing for Microsoft	of 4
		Application Development	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 34 — Service - Prof

Proc Folder: 702868

Doc Description: Supplemental Staffing for Microsoft Application Development

Proc Type: Central Contract - Fixed Amt

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2020-05-15
 2020-06-01
 CRFQ
 1300
 STO20000000002
 1

 13:30:00
 1
 1
 1
 1

**BID CLERK** 

**DEPARTMENT OF ADMINISTRATION** 

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

W 25305

US

#### VENDOR

### Vendor Name, Address and Telephone Number:

Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services 4700 MacCorkle Av SE., Charleston, WV 25304 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Signature X Cuthos

FEIN#

47-0751768

DATE

06/08/2020

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

# 

### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development per the specifications and terms and conditions as attached hereto.

INVOICE TO	TO A CONTROL OF THE STATE OF TH	SHEET TO	
WEST VIRGINIA STATE 322 70TH ST SE	TREASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON WV 25304	
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary information technology software developers	2000.00000	HOUR		

Model #	Specification	Manufacturer	Comm Code
			80111608

#### **Extended Description:**

Year 1 / Individual 1

MACKE TO		Serio	
WEST VIRGINIA STATE T 322 70TH ST SE	REASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFI	CE
CHARLESTON	WV 25304	CHARLESTON WV 253	304
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Temporary information technology software developers	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### Extended Description ;

Year 1 / Individual 2

INVOICE TO		860.10	
WEST VIRGINIA STATE T 322 70TH ST SE	REASURERS OFFICE	WEST VIRGINIA STATE TREA 322 70TH ST SE	SURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

# Extended Description:

Three (3) Month Renewal Option Individual 1

NAVOICE ATO		35970	
WEST VIRGINIA STATE 1 322 70TH ST SE	REASURERS OFFICE	WEST VIRGINIA STATE TREASU 322 70TH ST SE	RERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
us		US	ww.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary information technology software developers	500.00000	HOUR		eli vani

Comm Code	Manufacturer	Specification	Model #	
80111608	720			

# Extended Description :

Three (3) Month Renewal Option Individual 2

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

3. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

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

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

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

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

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

Submit Questions to: Melissa Pettrey, Senior Buyer

2019 Washington Street, East

Charleston, WV 25305

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

Email: melissa.k.pettrey@wv.gov

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

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

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

SEALED BID: Supplemental Staffing/MS Application Development

BUYER: Melissa Petrey, Senior Buyer

SOLICITATION NO.: CRFQ STO2000000002

BID OPENING DATE: 06/01/2020 BID OPENING TIME: 1:30 P.M. FAX NUMBER: 304-558-3970 The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

to a request for proposal, the Ven proposal plus N/A address shown above. Additional	FP") Responses Only: In the event that Vendor is responding dor shall submit one original technical and one original costconvenience copies of each to the Purchasing Division at the lly, the Vendor should identify the bid type as either a technica ch bid envelope submitted in response to a request for proposa
as follows:	1 Topological Proposition
BID TYPE: (This only applies to ☐ Technical ☐ Cost	CRFP)

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

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

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

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

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

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

- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- 12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <a href="http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf">http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf</a>.
- 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, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

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

- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

- 22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

#### **GENERAL TERMS AND CONDITIONS:**

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

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☑ Term Contract
Initial Contract Term: Initial Contract Term: This Contract becomes effective on  UPON AWARD and extends for a period of ONE (1) year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited toONE(1)successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Alternate Renewal Term — This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
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
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.

Revised 01/09/2020

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Wirginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.
In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.
MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

Revised 01/09/2020

listed above.

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

Commercial General Liability Insurance in at least an amount of: One Million minimum per occurrence.
Automobile Liability Insurance in at least an amount of: One Million minimum per occurrence
Professional/Malpractice/Errors and Omission Insurance in at least an amount of:  One Million minimum per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
Commercial Crime and Third Party Fidelity Insurance in an amount of: \$250,000 minimum per occurrence.
Cyber Liability Insurance in an amount of: One Million minimum per occurrence
Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.

Vendor must maintain:

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

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

### 10. [Reserved]

1. LIQUIDATED DAMA	GES: This clause shall in no way be considered exclusive a	nd shall
ot limit the State or Agency	's right to pursue any other available remedy. Vendor shall	pay
iquidated damages in the ar	ount specified below or as described in the specifications:	
□ N/A	for	
Liquidated Damag	s Contained in the Specifications	

- 12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
  - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- 28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.

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

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

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

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

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

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

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

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

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

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

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

- 37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- **40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

Revised 01/09/2020

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

- 42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  - c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  - d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

- 44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- 45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Sandra Hawkins, Sr Client Partner	
(Printed Name and Title) 4700 MacCorkle Av SE Charleston, WV 25304	
(Address) 304-356-3395/304-356-3590	
(Phone Number) / (Fax Number) sandra.k.hawkins@verizon.com	
(email address)	

Sandra Hawkins, Sr Client Partner

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

(Authorized Signature) (Representative Name, Title)

Anthony Recine - SVP
(Printed Name and Title of Authorized Representative)

06/08/2020
(Date)

304-356-3395/304-356-3590
(Phone Number) (Fax Number)

d/b/a Verizon Business Services

### **SPECIFICATIONS**

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development.
  - 1.1 OVERVIEW: The STO has a variety of legacy web and desktop applications that need to be reviewed for compliance with modern software development standards and compliance with modern security standards. Due to the number of developers that have worked in the Agency over the past 10-20 years, these applications may or may not have source code available. In the absence of source code, applications will need to be reviewed from a functionality standpoint and recreated from scratch.

The STO is in the process of implementing a new source code control system utilizing GitHub Enterprise server on premise. The STO does not currently have a code repository solution as the legacy system that was in use had issues that made it unusable. All the source code for STO applications, for which source code is available, is currently stored either on a server or on a developer's workstation or network drive.

It is estimated that this project will take 12-24 months to complete. If additional time/work is required to complete beyond one year, the Agency and Vendor will mutually agree upon a renewal for a three-month cycle but in no case shall the total project exceed 24 months.

It is anticipated that this project will begin no later than July 1, 2020

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Services" means the professional application developer supplemental staffing services as more fully described in these specifications.
  - 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
  - **2.3** "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

- 3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - 3.1. Individuals must have current Microsoft .NET web development experience and provide examples of recent projects undertaken, preferably with the bid response, or no later than two days upon request.
  - **3.2.** Individuals must have a minimum of five (5) years of recent, concurrent Microsoft .NET web development experience.
  - 3.3. Individuals must have experience with Microsoft Visual Basic and ASP development in the event an older legacy application is written in those languages. Any such application will need to be rewritten as a Microsoft .NET application.
  - 3.4. Individuals must be familiar with Visual Basic .NET as most applications are written in the language and all new and modified source code will need to be written in this language.
  - 3.5. Individuals must have experience with database-driven applications and knowledge of Microsoft SOL Server database design and development of stored procedures.
  - 3.6. Individuals must have experience with using source code control, specifically GIT, and will be expected to 'check in' all source code, both reviewed and written, into the chosen code control repository solution
  - 3.7. Vendor should provide resumes for the staff, preferably with the bid response, that will be assigned to the project and will be expected to provide references upon request. All such information shall be provided no later than two days of request.

# 4. MANDATORY REQUIREMENTS:

- **4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
  - 4.1.1 Individuals will be tasked with migrating all reviewed or re-written applications' source code into the new source code repository. It is anticipated that no more than two (2) individuals will be required for this supplemental staffing.
    - 4.1.1.1 Write basic technical documentation for all reviewed or re-written applications, including such things as dependencies (files, jobs, etc.); purpose of the application; and any other important information about the application. This will be a 'living' document and will be stored in source code control alongside code.

- 4.1.1.2 Embed Comments into any application code written that is specific and relative to Code section for clarity and reference so that another development can follow source code logic in order to maintain the code base in the future.
- **4.1.2** Individuals will be required to work on-site to facilitate communication with STO staff. The work site location is 322 70<sup>th</sup> Street SE, Charleston, WV 25304.
  - **4.1.2.1** Individuals will be expected to work 40-hour work weeks, with no overtime billing.
  - 4.1.2.2 The option of working either five, 8-hour days; or four, 10-hour days is available.
  - **4.1.2.3** Individuals assigned to this project will not be expected to, and cannot bill for, work on holidays observed by the STO.
- 4.1.3 Vendor, and Individuals, agree that the STO will periodically review all code and documentation produced.
  - **4.1.3.1** Vendor agrees that the STO reserves the right to terminate any of the individuals assigned to the project and request a new resource if the work produced is not acceptable.
  - **4.1.3.2** Replacement staffing shall meet or exceed the minimum requirements established in Section 3 and be approved by the STO before such assignment is made.
  - 4.1.3.3 Should it become necessary for an Individual to be replaced due to circumstances unrelated to project performance, the replacement staff shall meet or exceed the minimum requirements established in Section 3 and be approved by the STO before such assignment is made.

#### 5. CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages for Year 1.
- **5.2 Pricing Page:** Vendor should complete the Pricing Page by inserting its Hourly Fee for each individual to be provided. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

- 6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT: Agency shall pay by an hourly fee schedule on a monthly basis, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel-related costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - **9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

#### 10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
  - **10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
  - 10.1.2. Failure to comply with other specifications and requirements contained herein.
  - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
  - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
  - 10.2.1. Immediate cancellation of the Contract.
  - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
  - 10.2.3. Any other remedies available in law or equity.

### 11. MISCELLANEOUS:

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

Contract Manager:	Sandra Hawkins
Telephone Number:	304 356-3395
Fax Number:	304 356-3590
Email Address: S	andra Khawkins e Verizon com

# EXHIBIT A PRICING PAGE

Quantities listed below are <u>estimates only</u> and shall be used for evaluation purposes only. The Agency will only pay for actual hours worked. The per-hour fee per individual shall be inclusive of all costs, administrative expenses, and travel related expenses per the general terms and conditions, and specifications. Note: Vendors are not permitted to change this Pricing Page.

Year 1	-1	ndividual # 1		Т		
2,000 hours (estimate)	x	\$108.00	hourly rate	=	\$ 216,000.00 (a)	annual cost
Year 1	-I	ndividual # 2				
2,000 hours (estimate)	x	\$108.00	hourly rate	=	\$_216,000.00 (b)	annual cost
Year 2	<u>- C</u>	ptional Renew	al Term (Three M	loni	th Cycles) – Individu	nal # 1
600 hours estimate)	x	\$108.00	hourly rate	=	\$54,000.00 cost	each 3-mont
	-0	ptional Renew	al Term (Three N	font	h Cycles) – Individu	sal # 2
500 hours	x	<b>\$</b> _108.00	hourly rate	=	\$ 54,000.00	each 3-month
estimate)					cost	· · · · · · · · · · · · · · · · · · ·
	Aw	ard will be bas	sed on the total co	st of	Year 1 for both ind	lividuals.
otal Cost fo	or S	Supplementa	l Staff (a+b)			

# STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

#### **DEFINITIONS:**

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE: Verizon Business Network Services Inc., on behalf of MCI

Vendor's Name: Communications Services Inc., db	/a Verizon Business Services		
Authorized Signature: Authory Leur	ne	Date:	06/08/2020
State of	Harble to associate meteors due	4- 00//	D 40 restrictions
	Unable to provide notary due	to COVI	D-19 restrictions
County of, to-wit:			
Taken, subscribed, and sworn to before me this	day of		, 20
My Commission expires	, 20		
AFFIX SEAL HERE	NOTARY PUBLIC		

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

Addendum Numbers Received:	
(Check the box next to each addendum red	ceived)
Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10
I further understand that any verbal represeduscussion held between Vendor's represent the information issued in writing and addedused the information is the information in the information in the information is the information in the information in the information is the information in the information in the information in the information is the information in	eipt of addenda may be cause for rejection of this bid entation made or assumed to be made during any oral ntatives and any state personnel is not binding. Only d to the specifications by an official addendum is on behalf of MCI Communications Services Inc
d/b/a Verizon Business Services	
Company anthon Leine	
Authorized Signature	
06/08/2020	
Date	

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



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 34 — Service - Prof

Proc Folder: 702868

Doc Description: Addendum No 1 Supplemental Staffing for Microsoft Applicatio

Proc Type: Central Contract - Fixed Amt

 
 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2020-05-26
 2020-06-04 13:30:00
 CRFQ
 1300 STO2000000002
 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:

Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services 4700 MacCorkle Av SE Charleston WV 25304 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN# 47-0751768

Page: 1

DATE 06/08/2020

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

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMATION:

#### Addendum

Addendum No. 1 is being issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	TREASURERS OFFICE	WEST VIRGINIA STATE T 322 70TH ST SE	REASURERS OFFICE
CHARLESTON	WV 25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary information technology software developers	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE	TREASURERS OFFICE	WEST VIRGINIA STATE TRE 322 70TH ST SE	EASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Temporary information technology	2000.00000	HOUR		
	software developers				

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Year 1 / Individual 2

INVOICE TO	1974 - SZING - 721 M	SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	FREASURERS OFFICE	WEST VIRGINIA STATE TRE 322 70TH ST SE	EASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Three (3) Month Renewal Option Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	TREASURERS OFFICE	WEST VIRGINIA STATE TREASU 322 70TH ST SE	JRERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				
00111000				

#### **Extended Description:**

Three (3) Month Renewal Option Individual 2

	Document Phase	<b>Document Description</b>	Page 4
STO200000002	Final	Addendum No 1 Supplemental Staffing for	of 4
		Microsoft Applicatio	

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 State of West Virginia Request for Quotation 34 — Service - Prof

Proc Folder: 702868

Doc Description: Addendum No 1 Supplemental Staffing for Microsoft Applicatio

Proc Type: Central Contract - Fixed Amt

#### 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:

Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services 4700 MacCorkle Av SE Charleston WV 25304 304-356-3395

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN # 47-0751768

DATE 06/08/2020

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL	INFORMA	TION

#### Addendum

Addendum No. 1 is being issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	TREASURERS OFFICE	WEST VIRGINIA STATE T 322 70TH ST SE	REASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

ine.	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Temporary information technology software developers	2000.00000	HOUR		

		Specification	Model #	
Comm Code	Manufacturer	opeomodion		
80111608				

#### **Extended Description:**

Year 1 / Individual 1

WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		SHIP TO	
		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
US s.		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
	Temporary information technology	2000.00000	HOUR		
	software developers				

		O	Model #	
Comm Code	Manufacturer	Specification	141040111	
80111608				
50111000				

**Extended Description:** 

Year 1 / Individual 2

INVOICE TO		SHIP TO		
WEST VIRGINIA STATE 322 70TH ST SE	TREASURERS OFFICE	WEST VIRGINIA STATE TE 322 70TH ST SE	REASURERS OFFICE	
CHARLESTON	WV25304	CHARLESTON	WV 25304	
US		us		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Temporary information technology	500.00000	HOUR		
	software developers				

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Three (3) Month Renewal Option Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE T 322 70TH ST SE	REASURERS OFFICE	WEST VIRGINIA STATE TREAT 322 70TH ST SE	SURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### Extended Description:

Three (3) Month Renewal Option Individual 2

# SOLICITATION NUMBER: STO200000002 Addendum Number: 1

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

### Applicable Addendum Category:

[X]	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:

- 1. To move Bid Opening to 06/04/2020 @ 1:30 P.M. ET
- 2. Responses to Vendor questions will be published in a subsequent addendum.

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.
- 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.: STO2000000002

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

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

Addendu	ım l	Numbers Received:			
		ox next to each addendum r	received	l)	
[	Хĵ	Addendum No. 1	[	]	Addendum No. 6
ſ	]	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
[	]	Addendum No. 4	[	]	Addendum No. 9
[	]	Addendum No. 5	[	]	Addendum No. 10
further un	der he	stand that that any verbal re ld between Vendor's repres	epresent sentative to the s	ation	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.  Business Network Svcs Inc. on behalf of MCI Communications inc., d/b/a Verizon Business Services
					Company
			2		Authorized Signature
					06/08/2020
					Date

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



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

State of West Virginia **Request for Quotation** 34 - Service - Prof

Proc Folder: 702868

Doc Description: Addendum No 2 Supplemental Staffing for Microsoft Applicatio

Proc Type: Central Contract - Fixed Amt

Solicitation Closes Version Date Issued Solicitation No 2020-06-02 2020-06-10 **CRFQ** 1300 STO2000000002 3 13:30:00

**BID CLERK** 

DEPARTMENT OF ADMINISTRATION

**PURCHASING DIVISION** 

2019 WASHINGTON ST E

CHARLESTON

WV

US

Vendor Name, Address and Telephone Number: Verizon Business Network Services Inc., on behalf of MCI Communications Services Inc., d/b/a Verizon Business Services 4700 MacCorkle Av SE Charleston, WV 25304 304-356-3395

25305

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

47-0751768 FEIN#

DATE 06/08/2020

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

#### ADDITIONAL INFORMATION:

#### Addendum

Addendum No. 2 is being issued to publish and distribute the attached information to the vendor community.

#### Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia State Treasurer's Office (STO or Agency) to establish a contract for Supplemental Staffing Services for Microsoft Application Development per the specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE	FREASURERS OFFICE	WEST VIRGINIA STATE TO 322 70TH ST SE	REASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
us		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary information technology software developers	2000.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE 322 70TH ST SE	FREASURERS OFFICE	WEST VIRGINIA STATE TR 322 70TH ST SE	REASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
us		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Temporary information technology software developers	2000.00000	HOUR		

Manufacturer	Specification	Model #	
	Manufacturer	Manufacturer Specification	Manufacturer Specification Model #

#### Extended Description :

Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE T 322 70TH ST SE	REASURERS OFFICE	WEST VIRGINIA STATE TE 322 70TH ST SE	REASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
30111608				

#### Extended Description :

Three (3) Month Renewal Option Individual 1

INVOICE TO	5-11-19/18/Jan 19	SHIP TO	
WEST VIRGINIA STATE	TREASURERS OFFICE	WEST VIRGINIA STATE TRE 322 70TH ST SE	EASURERS OFFICE
CHARLESTON	WV25304	CHARLESTON	WV 25304
US		us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Temporary information technology software developers	500.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
80111608				

#### **Extended Description:**

Three (3) Month Renewal Option Individual 2

	Document Phase	<b>Document Description</b>	Page 4
STO2000000002	Final	Addendum No 2 Supplemental Staffing for	of 4
		Microsoft Applicatio	

#### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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

#### **Applicable Addendum Category:**

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

### **Description of Modification to Specifications:**

The purpose of this Addendum is:

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

#### Terms and Conditions:

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

#### ADDENDUM # 02

#### CRFO STO2000000002

Supplemental Staffing for Microsoft Application Development

#### **Specifications Modifications**

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

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

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

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

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

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

#### Vendor Questions/Agency Responses

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

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

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

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

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

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

Answer: Supplemental staff to the existing Agency development team.

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

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

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

Answer: To varying degrees, five Agency developers.

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

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

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

Answer: Yes.

8. Is there any budget allocated for this contract?

Answer: This project is funded.

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

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

10. is there any preference given to local vendors?

Answer: Vendor preference does not apply to this acquisition.

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

Answer: See the response to question #2 above.

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

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

13. How many candidates we can propose in our response

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

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

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

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

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

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

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

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

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

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

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

19. Is this a Single Award or Multiple Award?

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

20. How many Developers are you looking for?

Answer: Two.

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

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

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

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

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

Answer: See question/answer #1 above.

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

Answer: This project is funded.

25. How do we onboard with your procurement team?

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

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

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

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

Answer: Two.

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

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

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

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

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

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

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

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

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

Answer: See question/answer 1 above.

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

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

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

Answer: See question/answer #1 above.

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

Answer: Yes.

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

Answer: See response to #16 above

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

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

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

Answer: Vendor preference is not applicable to this acquisition.

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

Answer: This is not a re-compete.

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

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

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

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

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

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

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

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

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

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

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

Answer: See response to question #21 above

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

Answer: There will only be two supplemental staff.

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

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

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

Answer: See question/answer #1 above.

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

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

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

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

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

Answer: See question/answer #1 above.

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

Answer: See question/answer #2 above.

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

Answer: See question/answer #2 above.

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

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

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

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

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

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

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

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

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

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

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ STO2000000002

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

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

Addendum Numbers Received:

(Check the	e box next to each addendum reco	eive	d)	
[ X	] Addendum No. 1	[	]	Addendum No. 6
[x	] Addendum No. 2	[	j	Addendum No. 7
1	] Addendum No. 3	[	]	Addendum No. 8
1	] Addendum No. 4	[	J	Addendum No. 9
]	] Addendum No. 5	1	1	Addendum No. 10
further und discussion	erstand that that any verbal repre held between Vendor's represent	sent ativ he s Ve	atio es a peci	Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.  Business Network Services Inc., on behalf of MCI Communications is Inc., d/b/a Verizon Business Services
				Company  Outton
				06/08/2020
				Date

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

## STATE OF WEST VIRGINIA ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"):

Vendor:

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

- 1. ORDER OF PRECEDENCE: This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.
- PAYMENT Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the
  goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software
  licenses, subscriptions, or maintenance may be paid annually in advance.
  - Any language imposing any interest or charges due to late payment is deleted.
- 3. FISCAL YEAR FUNDING Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 4. RIGHT TO TERMINATE The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
  - Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
- 5. **DISPUTES** Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
  - Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it
  - Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
- 6. FEES OR COSTS: Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
- 7. GOVERNING LAW Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
- 8. RISK SHIFTING Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
- 9. LIMITING LIABILITY Any language limiting the Vendor's liability for direct damages to person or property is deleted.
- 10. TAXES Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
- 11. NO WAIVER Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

#### WV-96 1/1/2019

- 12. STATUTE OF LIMITATIONS Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. ASSIGNMENT The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. RENEWAL Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. INSURANCE Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
- 16. RIGHT TO REPOSSESSION NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. CONFIDENTIALITY Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
  - Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. THIRD-PARTY SOFTWARE If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. AMENDMENTS The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and strikethrough for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

Verizon Business Network Svcs Inc., on behalf of MCI Communications

State:	Vendor: Svcs Inc., d/b/a Verizon Business Services
Ву:	By: arthory becine
Printed Name:	Printed Name: Anthony Recine
Title:	Title: SVP
Date:	Date: 06/08/2020

## PROFESSIONAL SERVICES STATEMENT OF WORK ID 0-2763492

WEST VIRGINIA STATE TREASURER'S OFFICE. STATEMENT OF WORK NO. 1
TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT
BETWEEN WEST VIRGINIA STATE TREASURER'S OFFICE AND VERIZON BUSINESS
NETWORK SERVICES INC. ON BEHALF OF MCI COMMUNICATIONS SERVICES, INC. D/B/A
VERIZON BUSINESS SERVICES

Customer: West Virginia State Treasurer's Quote: 202944705

Office	
Contract ID: TBD for STO2000000002	Date: June 10, 2020
Verizon Business Network Services Inc., on behalf of	
MCI Communications Corporation	322 70 <sup>th</sup> St. SE
One Verizon Way	Charleston, WV 25304
Basking Ridge, N.J. 07920	
12 to 11.	Signed:
Signed: Cutting Leune	Name:
Name: Anthony Recine	Title:
Title: Vice President	Date:
Date: 06/08/2020	

This Statement of Work ("SOW") amends and is part of the Verizon Professional Services Service Attachment and related master services agreement (the "Master Terms", collectively with the Professional Services Service Attachment, the "Agreement") together with the service order form ("SOF"), by and between the entities identified as "Customer" and "Verizon" on the SOF with the contract identification number shown in the header above. All capitalized terms used but not expressly defined in this SOW have the meanings given such terms in the Agreement.

#### 1. Description of Project.

This SOW defines the Project that Verizon will provide to Customer under the terms of the Agreement and forms the basis for the pricing in the SOF. Verizon will perform the Project at the Customer Sites identified in the SOF. This SOW, SOF, and Agreement constitute the entire agreement between the Parties with respect to the Project and supersede all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both Parties. The Project is limited to the services, Deliverables, documentation and conditions stated herein and in the Agreement.

#### 2. Description of Services.

Verizon will provide the following **Advanced Network Infrastructure** Professional Services as described in this SOW ("Professional Services"), as ordered pursuant to this SOW: Staff Augmentation.

#### 3. Scope of Work.

Verizon will provide the resource(s) described in **Exhibit A** to augment and assist Customer. The Verizon resource will perform tasks, as described in this SOW and the position descriptions set forth in Exhibit A, under Customer's instruction. Verizon will comply with Customer's standard policies and procedures that apply to all independent contractors at a site, as communicated by Customer.

- 4. Deliverables and Documentation to be produced by Verizon. Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms. Verizon will provide:
- 5. **Documentation to be produced by Customer and Customer Obligations (if any).** Delivery of the Professional Services by Verizon is dependent on Customer's performance of the following:

#### 5.1 Customer Obligations

- 5.1.1 Customer will notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements; however, Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate.
- 5.1.2 Customer will provide, at Customer's cost and expense, necessary badges, escorts, etc., required for site access per Customer's security and safety policies.
- 5.1.3 As this resource is intended to augment Customer's staff and will be working under the direction of Customer per this SOW, no Verizon intellectual property or access will be authorized or provided with the exception of recording hours worked against this SOW.
- 5.1.4 Designated employees will be accessible within a mutually agreed upon timeframe for meetings or conference calls with the Project team members.
- 5.1.5 Customer is responsible for the following:
  - 5.1.5.1 Providing the detail of how Project tasks are assigned and performed.
  - 5.1.5.2 Identifying a Customer point of contact with the authority to provide directions and decisions to resolve Project issues. The point of contact will participate in periodic progress review meetings with Verizon and collaborate to resolve issues and changes to the Project.
  - 5.1.5.3 The details of how such tasks are assigned and performed.
  - 5.1.5.4 Access to all equipment, tools and materials to perform the Professional Services.
  - 5.1.5.5 Providing any and all hardware (i.e. laptop, smartphone, etc.).
  - 5.1.5.6 Obtaining any applicable license(s) and/or permission(s), including but not limited to those required by federal, state and local government and as necessary for the performance of the Professional Services.

- 5.1.5.7 Access to the systems, applications, and Customer contacts must be available during designated time frames.
- 5.1.5.8 Providing a clean and safe work environment.
- 5.1.5.9 Identifying the designated Customer sponsor with authority to provide direction and final decision making when the Project team cannot internally resolve issues that will affect scope and/or timeline.
- 5.1.5.10 Providing mutually agreed information on its systems and applications as necessary to perform the Professional Services.
- 5.1.5.11 Actively participating in periodic progress review meetings and mutually collaborate with the Single Point of Contact ("SPOC") to resolve issues and changes to plan.
- 5.1.6 Customer will make available all necessary personnel to Verizon during the period of performance. Customer understands that the following must be provided to Verizon, seventy-two (72) hours or more prior to the scheduled commencement of the Professional Services:
  - 5.1.6.1 A list of appropriate contact personnel with "after hours" emergency contacts numbers.
  - 5.1.6.2 Appropriate on-site authorization documentation
  - 5.1.6.3 Customer will provide Verizon with copies of Customer's Human Resource policy, compliance and contractor terms of conduct prior to assignment of Verizon resources prior to Verizon's arrival on site at Customer's facility.
  - 5.1.6.4 Customer will provide Verizon access to Customer's personnel in order to gather data in support Customer tasks.
- 5.1.7 Verizon's provision of these Professional Services is based upon the assumption that Customer has the authority to allow Verizon to perform the Professional Services described in this SOW.

#### 5.2 Identification of Resources

Notwithstanding anything to the contrary in this SOW, in the event Verizon cannot secure a staff augmentation resource meeting the specifications set forth herein within forty-five (45) days of the Effective Date of this SOW, either party may terminate this SOW at the end of such forty-five (45) day period without liability for such termination.

- 6. **Assumptions (if any).** Delivery of the Professional Services by Verizon is predicated on the following assumptions and conditions:
  - 6.1 Verizon will use commercially reasonable efforts to maintain continuity of resource(s) assigned to Customer, but individual resource availability cannot be guaranteed.
  - 6.2 The Verizon resource assigned to Customer will be utilized on a continuous basis (e.g. 8 hours a day, 5 days a week) for the duration of the Project.

6.3 Verizon will not exceed forty (40) business hours of work per week without prior written authorization from Customer.

- 6.4 The Project will be conducted during Verizon's Business Hours relative to the location where the Project is being performed unless otherwise agreed with prior written authorization from Customer.
- 6.5 Verizon's provision of the Project depends on Customer's timely performance of its responsibilities. Delays or non-performance by Customer may cause a reasonable extension to the related timelines and Verizon will advise Customer of any required timeline adjustments as a result of such delays or non-performance. In the event that delays or non-performance by Customer results in additional Professional Services being required, Customer will pay Verizon at a rate mutually agreed upon, and set forth in the SOF.
- 7. **Right to Hire.** Pursuant to the terms of this SOW, after the Consultant has completed either six (6) months of hourly billings or one thousand forty (1040) hours, whichever occurs first, Customer shall have the right to solicit for employment and to hire the Verizon resources directly performing the Services.

#### Exhibit A

Practice	Role	General Skills / Experience
Advanced Network Infrastructure <i>or</i>	Senior Consultant	<ul> <li>General Skills / Experience:</li> <li>5-8 years of experience in the field, in positions of increasing complexity and/ or responsibility across a range of products</li> <li>BA or BS degree or equivalent</li> <li>One or more industry certifications or advanced level certifications Qualified to work as a team lead</li> <li>Has experience in planning and deployment of relevant tools or equipment</li> <li>Has experience with technology migrations and upgrades</li> <li>Can identify and communication of key performance indicators</li> <li>Has experience dealing with support and vendors</li> </ul>

## verizon/

## PROFESSIONAL SERVICES

- 1. GENERAL
- 1.1 Service Definition
- 1.2 Customer Responsibilities
- 2. SUPPLEMENTAL TERMS
- 2.1 Providing Entity
- 2.2 Service Commitment
- 2.3 Order Terms and Conditions
- 2.4 Conditions
- 2.5 Performance and Acceptance
- 2.6 Hours of Performance
- 2.7 Geographic Limitations
- 2.8 Non-Solicitation of Employees
- 2.9 Copyright and License
- 2.10 Warranties and Disclaimers
- 2.11 Third Party Products and Services
- 2.12 Assessment Service Risks
- 2.13 Collection of Netflow Data in Japan
- 3. FINANCIAL TERMS
- 3.1 General
- 3.2 Termination Liability
- 4. DEFINITIONS

#### 1. GENERAL

- 1.1 <u>Service Definition</u>. Verizon Professional Services provide technical and consultative services plus reports or other Deliverables specified in the applicable Order. The applicable statement of work (SOW) is made part of the Order and references to Order in this Service Attachment include the SOW.
- 1.1.1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service.

#### 1.2 Customer Responsibilities

- 1.2.1 **Assistance.** In addition to the Master Terms' assistance provisions, Customer will make available to Verizon: (a) any systems to be tested (both physically and remotely), with normal operating throughput; (b) all system, policy, process or other documentation reasonably requested; (c) all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) for meetings or interviews; and (d) emergency contact numbers, if requested, for emergencies occurring outside of Business Hours.
- 1.2.2. **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment (Diagnostic Facilities) to Customer Equipment for the purposes of performing the Professional Services. The Diagnostic Facilities are Service Equipment for the purposes of the Contract.

#### 2. SUPPLEMENTAL TERMS

2.1 **Providing Entity.** Professional Services are provided by the Verizon entity indicated in the applicable Order. Verizon controls the means, methods, places and time of its performance of the Professional

Page 1 of 5

## verizon<sup>/</sup>

Services (including the use of subcontractors and consultants). Nothing in the Order creates an employeremployee relationship between Customer and either Verizon or any employee or agent of Verizon.

- 2.2 <u>Service Commitment</u>. Unless otherwise agreed in an Order, the Activation Date is the date that Verizon commences work on a Project. A Service Commitment will end upon expiration thereof or upon completion of the Project, whichever comes first. If an Order is terminated, each Party will promptly return to the other all copies of any data, records, or materials owned by the other Party (or its vendors). Verizon also will give Customer any paid-for Customer-owned work in progress.
- 2.3 Order Terms and Conditions. Each Project is governed by an Order, this Service Attachment, and the Master Terms. Within an Order, the order of precedence (in descending priority) is: (a) the service order form document and (b) the SOW. Verizon will document any request to change a SOW in a proposed Change Order to be executed by both Parties.
- 2.4 Conditions. A SOW may identify Conditions on which the SOW is based. Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet Condition will adversely impact Verizon's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not. Otherwise, if a Condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the Order.
- 2.5 <u>Performance and Acceptance</u>. Notwithstanding any acceptance language in the Master Terms, unless otherwise agreed in a SOW, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) use by Customer, or (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order requirements.
- 2.6 <u>Hours of Performance</u>. Unless otherwise agreed in a SOW, Professional Services will be performed during Business Hours. If Customer requests that Professional Services be performed during After Hours, Weekend Hours, or Holiday Hours, Customer will pay Verizon its applicable labor rate, as shown in the Order or as otherwise advised to Customer.
- 2.7 Geographic Limitations. Verizon reserves the right to decline a Customer request to provide Professional Services at any Customer Site if, in Verizon's sole discretion: 1) the Customer Site or country is unsafe for Verizon personnel; 2) applicable tax, regulatory laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible; or 3) Verizon is unable to obtain a necessary visa, entry permit, or similar authorization.
- 2.8 Non-Solicitation of Employees. The Parties will not directly solicit or recruit any employee involved in the performance of the Project to leave that employment, for at least twelve months after the Project ends, except with the prior written consent of the other Party. This restriction does not prevent a Party from employing any individual, whether or not an employee of the other Party, who has responded to a general public solicitation.

#### 2.9 Copyright and License

2.9.1 **Customer Copyright.** As between Verizon (excluding its suppliers and contractors) and Customer, Customer owns the copyright in the part of the Deliverable that is Original Customer-Unique Content. All ©2014 Verizon. All Rights Reserved.

Page 2 of 5

336212\_5



- other intellectual property rights in the Deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.
- 2.9.2 **Verizon IP.** Verizon retains ownership, including worldwide intellectual property rights, in any and all: (a) Deliverables, other than the copyright to the Original Customer-Unique Content; and (b) Verizon Underlying Materials that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.
- 2.9.3 License. For any Deliverables owned by Verizon and Verizon Underlying Materials incorporated into any Deliverable, Verizon grants to Customer a non-exclusive, worldwide, royalty-free license to use them for either: (i) the Service Commitment if such Deliverable is provided solely for use with or as part of the Professional Services; or (ii) perpetually, if such Deliverable is, by its nature and content, intended to be used after the provision of Professional Services, provided that Verizon may terminate that license if Customer is in breach of the Agreement, and Customer may use the Verizon Underlying Materials only as part of the Deliverable and not on a standalone basis. The Deliverables and Verizon Underlying Materials are Verizon Confidential Information and Customer agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code of, modify, alter, or make derivative works of them. Customer grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of the Original Customer-Unique Content in performing a Project.

#### 2.10 Warranties and Disclaimers

- 2.10.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the Parties in a SOW.
- 2.10.2 Customer Warranty. Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer will ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon. Customer represents and warrants that: (a) it has and will continue to have full authority to consent to having the Professional Services provided; and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Professional Services. Customer will indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of these representations and warranties and any representation and warranty clearly stated as such in a SOW.
- 2.10.3 Security Risk Mitigation. The Parties acknowledge that Professional Services related to security are only one component of Customer's overall security program that it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, and that Customer is always responsible for monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard.
- 2.11 <u>Third Party Products and Services</u>. Customer is solely responsible for determining the suitability of third party products and services, and Verizon has no liability therefor.
- 2.12 <u>Assessment Service Risks</u>. Professional Services may include one or more of the following activities: (a) testing the effectiveness of the business and security policies, training, procedures and controls of

## verizon/

Customer's organization or the organization of a Customer's outside service provider or business partner. and of their respective personnel's security awareness, (b) penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities, and (c) testing that is not authorized by Customer's network security policies so as to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information (collectively Assessment Services) applied to IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals targeted for Assessment Services (Service Target). These activities may test the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness. They may also attempt to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information. Customer acknowledges that in some circumstances, Assessment Services may result in adverse consequences and agrees to assume the risk of such consequences, including without limitation. performance degradation, unavailability of the Service Target, and loss of connection, data or utilities. Verizon will take reasonable steps to mitigate risks from Assessment Services. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). This indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions that are: (i) knowingly outside the scope of the agreed-upon Assessment Services; or (ii) reckless, wanton, malicious, illegal or deliberately negligent.

2.13 <u>Collection of Netflow Data in Japan</u>. Due to local legal requirements, Customer must purchase Internet services from Verizon in order to receive services that rely upon Verizon directly collecting live netflow data (e.g., Rapid Response Retainer) from network equipment on Verizon's public backbone network in Japan. In addition to other remedies at law and equity, Verizon may at any time terminate the affected service in Japan if Verizon discovers that Customer has not purchased Internet services from Verizon or if Customer has terminated such Internet services.

#### 3. FINANCIAL TERMS

- 3.1 General. Customer will pay the charges stated in the applicable Order, which may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance, administrative, and other charges. Subject to compliance with Customer's reasonable policies regarding substantiation of business expenses, Verizon may incur reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Verizon may invoice these expenses monthly in arrears. Expenses that are incurred or reimbursed in a currency other than the currency of Customer's invoice (e.g., travel related expenses) will be converted to the currency of Customer's invoice using the Bloomberg BFX rate effective eight Business Days before month-end of the month before the expense was incurred.
- 3.2 <u>Termination Liability</u>. For the purpose of calculating Early Termination Charges pursuant to the Master Terms, termination of a Professional Services Order or a particular Project under a SOW is treated the same as termination of a Service. For the purpose of Professional Services, fixed, periodic, or milestone Charges that Customer had committed to pay are deemed recurring Charges.
- 4. **DEFINITIONS.** The following definitions apply to Professional Services, in addition to those identified in the Master Terms of your Agreement.

## verizon/

Term	Definition
After Hours	Work hours extending beyond Business Hours on a Business Day.
Change Order	A formal Project change request that amends a SOW.
Conditions	Assumptions, expectations and dependencies identified in a SOW.
Deliverables	Reports or other deliverables specified in the applicable statement of work (SOVV) and related Service Order.
Holiday Hours	Work hours occurring during national holiday(s) in the jurisdiction of the Customer Site.
Original Customer- Unique Content	The part of a Deliverable that is unique to Customer, first created by Verizon in the performance of a Project, and delivered to Customer under the Service Order.
Project	The Professional Services under a particular SOW.
Verizon Underlying Materials	Underlying materials owned by Verizon that are incorporated into any Deliverable, such as templates, forms, and methodologies, and that are not themselves specified as part of the Professional Services.
Weekend Hours	Work hours occurring outside of Business Hours, After Hours, and Holiday Hours.

### State of WV RFP STO200000002 Clarifications

**14. PAYMENT IN ARREARS**: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**Verizon Response**: Read and Understood. Verizon agrees to invoice for Pro Services hours completed, monthly in arrears. A corresponding SOW/SOF should outline the specific hourly rate and Time and Materials type billing.

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

**Verizon Response**: Verizon takes exceptions to the use of P-cards as a form of payment. Verizon's preferred payment options are 1) electronic Automated Clearing House (ACH) payment; 2) electronic bank account Wire Transfer; or 3) paper check payment. Both electronic payment options can be set up through the Customer's account on Verizon's online billing portal, the VEC.

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

**Verizon Response**: Verizon acknowledges the customer's tax exemption status. Documentation may need to be submitted in order to process this benefit. The pricing proposed in this agreement does not include any applicable tax, governmental charge, surcharges or pass through charges.

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

Verizon Response: Read and Understood. Surcharges should not apply to Professional Services.

**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.

**Verizon Response:** Verizon takes exception to this requirement. Verizon will negotiate in good faith with Customer to develop a mutually agreeable provision governing indemnification to be included in the final contract between the parties.

#### 8. INSURANCE

Verizon Response: Verizon can comply with the following insurance requirements as redlined below.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured as their interest may appear under this agreement on each policy, except workers compensation and employer's liability and Professional Liability/Errors & Omissions prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Within Thirty (30) days of prior to the expiration of the insurance policies. Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Upon receipt of notice from its insurer(s) Vendor shall provide the Agency with thirty (30) days' prior written notice of cancellation of any required coverage Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications upon prior to Contract award regardless of whether or not that insurance requirement is listed in this section. Vendor must maintain: ☑ Commercial General Liability Insurance in at least an amount of: One Million-minimum per occurrence. ☑ Automobile Liability Insurance in at least an amount of: One Million combined single limit each accident minimum per occurrence. ☑ Telecommunications, Media & Techology Professional/Malpractice/Errors and Omission Insurance including Network Security and Cyber Liability in at least an amount of: TwoOne Million each claim and aggregateminimum per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of ☑ Commercial Crime and Third Party Fidelity Insurance in an amount of: \$250,000 minimum per lossecurrence. ☑ Cyber Liability Insurance in an amount of: One Million minimum per occurrence. ☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract. ☐ Pollution Insurance in an amount of: \_\_\_\_\_ per occurrence. ☐ Aircraft Liability in an amount of: \_\_\_\_\_ per occurrence.

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

### Resumes

- 1. Bishal Gautam
- 2. Harshavardhan Jangala
- 3. Sanath Reddeddy
- 4. Jose Martin Mora Martinez
- 5. Jack Moore



#### **PROFESSIONAL SUMMARY:**

- 6+ years of hands-on experience in IT Areas, designing and developing client/server web applications.
- Experience in **Software Development Life Cycle(SDLC)** including requirement definition, design, implementation, and testing. Strong in **SCRUM**, **Agile Software Development**, **Waterfall**, Rapid Application Development(RAD), and Databases and Test-driven methodologies.
- Expertise in developing large-scale, performance critical client/server, web using Microsoft Technologies in **Healthcare, Banking and Insurance**.
- Worked on OOP concepts and Architectural Pattern like MVC, MVVM, Dependency Injection and Design Patterns like Singleton, Factory, Abstract Factory.
- Comprehensive knowledge in design, development and implementation of applications using C#.NET, ASP.NET MVC, Web Forms, Entity Framework, HTML, XHTML, AJAX, IIS, VB.NET, VBScript, JavaScript, jQuery, AngularJS, XML, UML and SQL Server (2005/2008/2012), PL/SQL.
- Proficient in building web-applications that are user-friendly and responsive using XHTML, HTML, CSS, JavaScript, AngularJS, Bootstrap, Angular 1/2/4, AJAX, XPATH and jQuery.
- Proficient in Regular Expressions.
- Developed applications using Web Services, Data Structures, Windows Azure (Cloud Computing), AJAX controls, Telerik Controls and cross browser functionalities.
- In-depth knowledge in Multi-threaded programming and Thread synchronization, implementing error handling, troubleshooting, and exception management, tracing and logging features.
- Worked with Message Broker such as Kafka and Microsoft MSMQ
- Extensively used core .NET technologies like ADO.NET, User Controls, Web Controls, Web Forms, WPF,
   Entity Framework, LINQ, Class Libraries, REST service Web API, WCF.
- Highly skilled in data retrieval and manipulation using ADO.NET data objects such as Dataset, Data
   Reader, Data list, Data Adapter
- Hands on experience in writing Stored Procedure, Nested Queries, Joins, Views, Functions, Triggers,
   Performance tuning and Performance query optimization in RDBMS like MS-SQL, MY-SQL, Oracle DB.
- Involving in data migrations using SSIS and developed business reports using SQL Server Reporting Services (SSRS) and Crystal Reports for Client-Server and Web based applications.
- Experience in design and implementation of **RESTful** services using **ASP.NET Web API**.
- Experience in REST API Testing Tools like Postman and Fiddler.
- Implemented Service-oriented architecture(SOA) with Web Service, Windows Communication Foundation(WCF) & Web API.
- Proficient in creating Endpoints using Windows Communication Foundation (WCF).
- Experience in Software Configuration Management (Daily Build, Release and Testing methodology) using tools like TFS, GIT, VSS and SVN.
- Experienced in documenting, preparing test plans, developing test cases and testing (unit, system, integration, user acceptance testing and regression testing)
- Hands on experience of different version of Internet Information Service(IIS).
- Familiar with defect tracking and project management tools like JIRA.
- Familiar with TCP, UDP Protocol.
- Proven ability to deliver solutions on time in a large, multi-developer application environment under pressure.
- Good communication skills with clear understanding of the business and ability to work in a multi-cultural, multi-stakeholder environment and excellent team player.



#### **TECHNICAL SKILLS:**

<u>Languages</u>	C#, C++, C, Typescript
<u>Microsoft.NET</u>	ASP.NET 4.6/4.5/4.0/3.5, WPF, Web Services, Windows Services, ADO.NET, Entity Framework 5/6, LINQ, SSIS
Web Development	XML, JSON, HTML, CSS3, JavaScript, jQuery, Ajax, Angular 1/2/4, Typescript, Bootstrap
<u>Databases</u>	SQL Server 2008/2012/2014/2016/2017, SSRS Report, Oracle12c
Web Services	Dependency Injection, WCF, Web API, SOAP / REST Services
Message Broker	Kafka, MSMQ
Development Tools	Microsoft Visual Studio 2010/2012/2013/2015/2017, SQL Server
and Source Safe	Management Studio, Oracle SQL developer, TOAD, JIRA
Version Controller	SVN, TFS, GIT, Visual Source Safe
Software Model	Agile (SCRUM & Kanban),
Cloud Technologies	Azure

#### **EDUCATION:**

- Master of Computer Science
- ❖ Bachelor's in Electronics and Communication Engineering

#### **PROFESSIONAL EXPERIENCE:**

# COLLINS AEROSPACE, CARROLLTON, TX SOFTWARE ENGINEER

2019(MAR) TO 2020(APR)

Collins Aerospace specializes in aerostructures, avionics, mission systems, surface transportation and providing fully integrated solutions to critical infrastructure like nuclear power, railroads and airports.

### Advanced Information Management (AIM®) Security Computer System (SCS):

AIM SCS is a WPF-MVVM based windows application which allows user to maintain security by monitoring for intrusions with real-time alarms and event processing on graphic and summary displays using video management, enforcing access control using biometrics, configurable access permission, and vehicle identification. It also allows user to control access to system with user credential management, manage real time graphic displays and maintain historical event management records and reports.

### Responsibilities:

 Acquired knowledge of Collins Aerospace AIM SCS application and services and develop software according to company's configuration management and development processes



- Developed and supported proprietary C, C#, and C++ applications for the Critical Infrastructure department.
- Performed peer code reviews, take part in group design discussions, mentor junior team members.
- Worked extensively in MVVM and Repository Pattern.
- Used Managed Extensibility Framework (MEF) to set up Dependency Injection for building loosely coupled application.
- Worked closely with Software Lead to create Service Packs that could be deployed at client side.
- Extensively used Inheritance to increase code reusability and improve code extensibility.
- Develop rich visual components through WPF using XAML.
- Used Snoop to inspect WPF elements and browse visual tree of the WPF application during development.
- Used Binding, Data Template, Routed Events, Converters in XAML.
- Developed Custom Events with payload and EventHandler to execute action in response to when an event
  is raised.
- Implemented Trackable **Observable Collection** to managing business object like digital inputs, digital outputs, dev links for AIM SCS.
- Added new type of Control Panels (Safeguard and Senstar) to AIM SCS UI with its own View, ViewModel and
  database entries.
- Implemented Lockdown Feature for Ontario Power Generation Nuclear site (OPG) which could be used to lockdown local lockdown groups from a remote site.
- Implemented custom validation methods to validate user inputs
- Worked with POCO entities.
- Worked with extension methods to map a POCO object with the database entity
- Implemented **permission** feature based on user's role.
- Implemented configurable authorization feature which generated authorization requests when any UI fields were modified or when a command was executed.
- Wrote complex stored procedures and database scripts for inserting/ updating database entries.
- Report and maintain assigned issue using Atlassian JIRA and maintain code version using Git.

**Environment:** Visual Studio 2015, WPF, Snoop, C#, C, C++, Repository Pattern, Unit Testing, .NET Framework 4.7, WCF, Oracle 11g, Oracle 18c, GIT, Agile, JIRA, Bitbucket, SQL Developer, SourceTree, VMware Workstation Pro 15.5

# WILSONART, TEMPLE, TX Sr. DOT NET DEVELOPER

2018(DEC) TO 2019(FEB)

Wilsonart is a global manufacturer and distributor of High Pressure Laminates and other engineered composite materials, used in furniture, office and retail space, countertops, worktops and other applications.

# Manufacturing Automatic Checker Log (MFG ACL) and Manufacturing ACL Reports:

MFG ACL is a winform based application built on ASP.NET. This application can be used by the Factory checkers to record different melamine and phenolic specifications and also calculating the Resin LCR and Total LCR using these recorded fields. These programs is based on WIP Job on Roll ID. The user is granted access to the application based on the role that they have been provided.

Different level of access to the application is provided based on whether the user is ADMIN, TECH or REPORT. RDL has also been used to create webform report for each department. The report can be generated based on treater number, WIP Job, Checker etc.



#### Responsibilities:

- Developed database driven winform application and webforms.
- Developed the application in **3 Tier architecture** (UI Layer, Business Logic Layer, and Data Access Layer.
- Reviewed existing code, wrote new code and upgraded existing applications to new generation technologies.
- Developed master pages and webforms for different types of user for the reporting purpose.
- Used **¡Query** and **AJAX** on web from to improve UI experience.
- Designed UI using server controls, HTML, JQuery, Bootstrap and CSS.
- Designed error handling and class library to notify webmaster of this occurred error.
- Developed DAL using LINQ Data context object with ADO.NET Entity Framework for LINQ, invoked DB tables and stored procedures and Implemented LINQ Lambda Expressions to query in memory expressions
- Extensively created oracle packages to logically group ACL related variables, procedures and cursors in the oracle database.
- Created the database objects like complex stored procedures, functions, triggers, indexes and views.
- Created generic secure and reusable data access components using ADO.Net objects such as Dataset, Data Adapter and Data Reader.
- Used cookies to store and manipulate data as per requirement.
- Coding and Tuning the queries, Stored procedures and functions, Triggers using PL/SQL
- Participated in the maintenance and bug fixing.
- Used GIT for integrating, maintenance, reporting.
- Developed various types of report like Downtime code, Phenolic record report, melamine report, mixing code report using the Report Definition Language (RDL).
- Utilized **Telerik Tools** for Windows application and Telerik for Reporting.
- Designed MS unit testing for all the methods in the project.
- Enhancing the Report project by migrating the RDL report from 2005 to 2010.
- Configuring IIS in Windows Server 2008 R2.
- Deployment of the project in the Windows 2008 server.
- Participated in functional and technical meeting.

**Environment:** ASP.NET, .Net 4.0/4.5, C#, Winform, WebService, Telerik, Visual Studio 2017, Windows Server 2008 R2, Oracle 12c, TOAD 12.8, SSRS, SSIS, Bootstrap, CSS, ADO.NET, Ajax, LINQ, Unit Testing, GIT

# THE SHAMS GROUP, IRVING, TX Sr. SOFTWARE DEVELOPER

2017(NOV) TO 2018(NOV)

#### **Hospital Documents Management**

This project is a web-based application built on ASP.NET and Angular 4. This application can be used by hospital staffs to create a list of documents in PDF format. After the creation of the list, the list can be displayed on an image viewer in the application itself. It uses windows service to gather the list of all the selected documents. These documents are then merged into a pdf. It also attaches page numbers and watermarks to each page.

The application also has a payment system integrated into it. A web-service was used to integrate with QuickBooks and PayPal. The application is also integrated with a credit card swiping machine for patients to pay for the requested documents. This application was developed with business logic for cost calculation based on document and number of pages.

#### Responsibilities:

• Worked on **Agile** methodology, this includes Daily **Scrums**.



- Prepared **Design** Specifications (DS), **Functional** Specifications (FS), **Technical** Design Documents and **Test** Plans.
- Developed database driven Web application in .NET.
- Implemented responsive web design using Bootstrap, CSS3 and HTML5.
- Used Bootstrap modal pop up for displaying messages and Bootstrap forms.
- Worked Extensively with Angular CLI for creating components, services, directives.
- Worked on Angular Pipes to format and transform data in the template using Angular 4.
- Implemented client-side validation using Angular 4.
- Used \*ngFor to display selected data and utilized CRUD features for data manipulation by using Angular 4.
- Moved existing AngularJS controllers and services to Angular 4 components for more responsive and less
  dependency.
- Created **custom directives** in Angular for re-usable components (multi-field form elements, background file uploads).
- Experienced in designing user interface with **Razor views**, **Partial View** and **Layout**, as well as aspx view engine with **master page** in view.
- Have experience in developing applications using MVC, developed complex MVC controller, View models
  and methods linked to backend database.
- Responsible for designing ASP.NET application authentication using .net framework, model view controller MVC4, and IIS security model.
- Implemented server-side validations using MVC data annotation.
- Developed stored procedure and triggers to select the requested records form MS-SQL database.
- Used Pivot queries when needed to transform data from row-level to column data.
- Error logging using Exceptional Handling in MS-SQL and SSIS.
- Read and Process message from queue, log each activity in MS-SQL.
- Experienced in creating reports using SQL server reporting services (SSRS).
- Hands on communicating with database using Entity Framework code first and database first approach method.
- Worked with data migration. Used tools **like SQL Server integration services (SSIS)** in transferring data from one database to another.
- Utilized Entity framework as a data access layer to SQL server for the RESTful based ASP.NET WEB API web survives.
- Used angular 4 to perform CRUD Operations with Web API and Entity Framework.
- Used RESTful service in the AngularJS page with Web API and implemented AngularJS Controllers to maintain each view data and Used Restful services using Web API to get data from server asynchronously.
- Implemented **Route Guards** for **Authentication**, using HTTP Client in Service to connect with URLs from Web API, using fiddler to test Web API.
- Used Kafka as message broker to buffer unprocessed throughput.
- Hands on in Language Integrated Query (LINQ).
- Wrote LINQ queries to perform CRUD operations in database using Entity Framework.
- Used fiddler tool to test ASP.NET Web API token-based authentication.
- Involved Unit Testing, Integration Testing and Regression testing in a regular basis to improve the performance of the application.
- Used **GIT** as source control management giving a huge speed advantage on centralized systems that should communicate with a server.

**Environment:** Agile, ASP.NET, .Net 4.0/4.5, C#, MVC 4/5, Web API, Rest, N-Tier Architecture, Visual Studio 2017 SQL server 2016, SSRS, SSIS, Bootstrap, CSS, Angular 4, Entity Framework 5/6, Ajax, LINQ, Testing, GIT





### WORTHAM MARSH, HOUSTON, TX DOT NET DEVELOPER

2016(JULY) TO 2017(NOV)

#### Responsibilities:

- Took hands on design and development.
- Used C#.NET as the code-behind.
- Working on OOPS concepts like Polymorphism, Inheritance, Abstraction, etc. in C#.
- Designed and developed web page that provided quotes to potential customers based on their details.
- Worked with Project Managers, Developers, Business Analysts to review the requirements/Use cases.
- Architecting, designing and implementing ASP.NET MVC AngularJS (Single Page Application) SPA web
  solutions with industry best practices and design patterns.
- Implemented AngularJS Controllers to maintain each view data.
- Followed Dependency Injection, Design Patterns in developing ASP.NET MVC application using AngularJS.
- Designed and Developed Nested Views and UI-Views using Angular JS UI routing.
- Followed **N-Tier architecture**, designed and implemented corresponding layers to provide data flow in the application.
- Used ASP.NET MVC Page Controller pattern to add functionality to individual pages such that to accept
  input from the page request, invoke the requested actions on the mode.
- Used MVC Data annotations to validate user's input in server side.
- Created the Controllers and Controller Actions, Filters, Routing using ASP.NET MVC.
- Created Views, Partial Views, Strongly Typed Views, Sections, areas in ASP.NET MVC.
- Used Razor syntax in creating Asp. Net MVC application by reducing the coding aspect.
- Used Custom Error Handling in Web API to pass proper error message rather than generic error message.
- Good experience with JSON and XML in ASP.NET Web API.
- Designed Web API that were consumed by AngularJS for displaying records in GridView.
- Hands-on building ASP.NET Web API to build RESTful APIs.
- Utilized Entity Framework 5.0 Database First Approach.
- Familiar with using Package Manager Console to achieve Database Migration.
- Used entity framework as ORM tool and Implemented LINQ Queries.
- Designed, developed, tested and maintained overall integrity of the database.
- Enhanced legacy application by converting inline queries into Stored Procedures, Views etc. to decouple it from the application itself.
- Designed and developed views, queries, stored procedures, triggers, index, joins in MS-SQL.
- Scheduled SQL jobs to execute SSIS package on demand.
- Worked with QA to on daily basis in fixing the reported bugs.
- Used Postman to test API functionality.
- Used Team Foundation Server (TFS) to manage source code and deployed application on TFS server.

**Environment**: .NET Framework 4.5, C#.NET, Entity Framework 6, ASP.NET MVC 4, SQL Server 2016, HTML 5, CSS 3, JavaScript, AngularJS, jQuery, LINQ, Microsoft Visual Studio 2015, AJAX, TFS, Postman,



# 5 POINT CREDIT UNION, NEDERLAND, TX DOT NET DEVELOPER

2014(OCT) TO 2016(JUN)

5Point is one of the largest independent, not-for-profit financial institutions in Southeast Texas. I was hired as a dot.net developer where I completed following responsibilities.

#### Responsibilities:

- Involved in daily stand up and sprint sessions as part of AGILE Scrum Methodology.
- Implemented Client-Side functionality using jQuery, HTML5, CSS3.
- Extensively used jQuery to make client-side validation and used AJAX calls where ever necessary for auto filling fields.
- Developed jQuery components to fetch data from the back end.
- Developed jQuery for DOM manipulations and traversals.
- Worked on creating Dashboard for the insurance agents which contained a variety of charts and drag-able components using **jQuery UI Library**.
- Extensively used jQuery Events and jQuery selectors for DOM manipulation.
- Involved in accessing and assigning the session using jQuery.
- Enhanced old websites build in ASP.NET, ASP.NET MVC 3, C# by adding, removing or modifying.
- Used performance-tuning techniques to reduce garbage collection times with the help of CLR profiling.
- Migration Win Forms to Webforms.
- Designed and developed Webforms using ASP.NET Server Control, Data Grids, user controls for reusability.
- Used **Page** and **Data Caching** concepts to increase the throughput of the ASP.NET Pages.
- Used MVC 4 on the server side and ADO.NET on Database for custom data pickups.
- Used ADO.NET extensively for database interactions using **Data Reader**, **Data Adapter**, **Data view and Datasets**.
- Worked with WCF to create interface for exposing methods to be consumed.
- Worked with Fault Contract to handle error by the service class and communicate error information to a client.
- Used JSON Serializer in data contract of WCF to generate the data in JSON format.
- Created service contract and operation contract in WCF.
- Configured multiple endpoints using web.config to expose WCF service.
- Created MVC UI that communicates with WCF services using XML SOAP and WSDL.
- Extensive experience in developing **WCF Services** and **expose useful functionalities through WSDL** and registering them by **UDDI** for easy availability to potential users and consuming it by a proxy class.
- Worked with tables, functions, join, Stored Procedures, Index, Triggers, View for retrieving and storing data into the database.
- Wrote **triggers** for sending Emails to clients after any kind of transaction has been made.
- Extensively used GridViews sorting and paging.
- Involved in retrieving data using **LINQ to SQL** and **LINQ to Objects** with ASP.NET, worked with the database using LINQ to SQL.
- Implemented Template Columns for Custom Nested Grid Views.
- Generated different reports to assist in decision-making using Crystal Report.

**Environment**: ASP.NET 4.5, C#.NET, ADO.NET, ASP.NET Web Forms, MVC 3/4, SQL Server 2014, HTML5, CSS3, JavaScript, jQuery, Microsoft Visual Studio 2013, WCF, AJAX, LINQ



# Nepal Investment Bank Limited, Nepal DOT NET DEVELOPER

2013(May) TO 2014(July)

Nepal Investment Bank Limited is one of the leading commercial banks of Nepal. I was given the responsibility of creating employee portal where employee could login and which displayed several information to the employees. Besides, this I was also responsible for several other day-to-day activities.

- Look after all the systems, network, ATMs monitoring and POS monitoring.
- Developed web application using C# in Asp.net Webforms using agile technology.
- Developed the application in 3-tier architecture (UI Layer, Business Logic Layer, Data Access Layer).
- Creating automation software when in need for card center.
- Migration of the system whenever needed.
- Involved in building rich web experiences using JavaScript.
- Involved in JavaScript coding for **validations** and **passing attributes** from one screen to another.
- Written JavaScript functions to save User selections such as radio button, drop-down menu selections into a cookie.
- Used JavaScript for adding functionality to the existing application (calendar, tooltips, hiding elements, etc.)
- Developed Security control, using WPF and MVVM Pattern
- Used Chrome Dev Tools to debug JavaScript code and check the request and respond package.
- Experience on HTML, CSS, Bootstrap.
- Worked on ASP.NET Web forms, Master pages, Web services, State management, caching features, configuring optimizations and securing the web application.
- Developed **ADO.Net** objects such as **Connection Strings, Command Types, Data Adapter, Data Reader, and Data Set** for consistent Data Access.
- Developed various web services using WCF and in c#.NET and consumed by web application and other systems like Ticketing and Billing.
- Worked on hosting WCF service on IIS.
- Consumed some external services **WCF** to write logs to the database and involved in generating proxy classes by the extension file provide by WCF.
- Created Inbound and outbound WCF services / Web Services to integrate with Email client and support
  applications using C#.Net.
- Developed Stored Procedures, Triggers, Views, User defined Functions using Oracle.
- Implemented Oracle Replication to enable database fail over in case of system or database crash.
- Used ADO.NET to do the Database Operations with Oracle database.
- Worked extensively with Data Adapter, Dataset, Data reader as a part of ADO.NET to access and update database
- Reporting on problems in ATMs to the concerned branch officer or NPN member banks.
- MasterCard File downloads and uploads process.
- Weekly BIN uploads for VISA/Master/CUP Processing.
- Visa Incoming & Outgoing processing for NIBL and Visa Associate Member bank.
- PIN generation for NIBL.
- Day to day Issues handling.
- Production setup for Visa Associate and member banks.
- Daily verification of Database backup and Table spaces.



- Correspondence with Software and Hardware Vendor for trouble shooting, modify and up-gradation of the same.
- Co-coordinating with Visa associate and National Member banks relating switch and network.
- Update systems whenever new ATMs, POS, new member banks added and send notification to all the branches and Visa associate /NPN member banks.
- Mobile Top Up and ECOM Transaction Reconciliation.
- Assisting for preparation of card center quarterly report and monthly report.

**Environment:** ASP.NET, C#.NET, ADO.NET, ASP.NET Web Forms, Oracle 10g, HTML5, CSS3, JavaScript, Microsoft Visual Studio 2012/2013, Oracle SQL Developer, WCF.

#### **Professional Summary:**

Over six years of experience in Information technology and possess experience in Analysis, Design, Development, Integration and Implementing enterprise web applications using .NET Technologies: ASP.NET, ASP.NET MVC, WCF, ASP.NET WEB API, Entity Framework, SOA Architecture and Web Services.

#### **Career Profile:**

- Proficient in analyzing and translating business requirements to technical requirements, robust architecture.
- Acquired knowledge in all phases of SDLC includes Requirement gathering & analysis, Estimations, Implementation, Support and Maintenance.
- Developed and deployed Web services to interact with partner interfaces, and written client interfaces, and implementation classes to consume the web services.
- Highly motivated team player, quick learner and proven record of capability to work under pressure and deadlines at University events and projects.
- Created and deployed several Reports using salesforce.com platform.
- Strong problem-solving skills. Good Analytical, communication and interpersonal skills.
- Made use of the caching strategies to improve the performance wherever possible.
- Fixing and optimizing ASP.NET web pages using C# and SQL Server stored-procedures and associating fixes/new code with tasks in Team Foundation Server.

#### **Technical Skills:**

- Operating Systems: Windows.
- Microsoft Technologies: .NET 2.0/3.0/3.5/4.5, ASP.NET, ADO.NET, ASP, ADO, LINQ.
- Programming Languages: C#, VB.NET, C, VB Script
- Development Tools: Visual Studio.NET 2005/2008/2015
- Modeling Tools: MVC
- Database Technologies: SQL Server 2012/2014 (Stored Procedure, Triggers, User Defined Functions, Views), T-SQL, PL/SQL, SSRS, MS Access 2008, 2010, MongoDB
- Application Servers: IIS
- Scripting Languages: JavaScript, JQuery, CSS, HTML5, Angular 5+
- Version Control Tools: GIT, Team Foundation Server (TFS), ClearCase, ClearQuest.

Client: Mavo Clinic - Rochester MN

Jan 2019 - Till Date

Role: SR Web Developer

#### **Project**

Mayo Clinic Laboratories is a global reference laboratory that helps health care providers, worldwide advance patient care and broaden access to specialized testing. As a developer I worked on multiple web applications like MCL Shipping which is responsible to send out containers for clients to send in test samples, Justification for Equipment Tool which helps business to standardize the process of requesting new or replacement equipment in different labs across Mayo Clinic Laboratories, MCL Tracking helps shipment dock personnel to

optimize workflows for the Mayo Clinic Laboratories shipping area and Order Tracker which helps Mayo Clinic Laboratories clients to view the real time status of their order.

#### Responsibilities:

- Involved in designing, coding, testing and implementing the application following Agile Methodology for rapid development and continuous delivery of the working software.
- Providing support, development and enhancement solutions for web applications using <u>ASP.NET MVC</u>
   5, <u>ASP.NET Web APIs</u>, Code First Migrations, Entity Framework, AngularJS, Angular 5.0+ (currently 8), HTML, CSS, JavaScript, and SQL.
- Worked with Angular 2.0 and Typescript and developed various components, modules across SPA.
- Implementing application-level code to communicate with Web APIs or Restful Web Services using JSON and XML and these services used .Net/C# for the web applications to be consumed by Angular JS application.
- Developed Web Applications where involving Web API Backend and Front end Angular 5+ (8) and implemented swagger (for the API testing interface).
- Developed business end user-facing front pages using Angular 5.0+, SCSS 3, HTML, Prime NG controls and Bootstrap controls.
- Worked on front end techniques like XML for better performance of the portal and improved performance of the application using MVC framework.
- Developed new user interface components for different modules using Kendo UI with various controls including Grid controls, and chart controls, etc.
- Involved in deploying web applications, websites and console applications to the Microsoft Azure
- Worked on various Azure cloud services like App services, Azure Active Directory, Azure function applications, Azure Cosmos DB, and Azure Application Insights.
- Developing complex SQL queries, Stored Procedures and Triggers for getting the transactions that occur on a daily/monthly/yearly basis.
- Good understanding of data mapping, validation, manipulation, and analysis use cases.
- Performed unit testing and Integration testing methodology for individual software components.
- Used ReSharper tool to check the unit test coverage.
- Involved in writing unit tests using Moq data.
- Responsible for deployments of the latest builds and perform regression testing to validate the functionality.
- Worked on migrating projects from TFVC to GIT.
- Maintaining the code history by working on TFS and TFS GIT Version control system.
- Used Typewriter tool to generate typescript files from C# code.

Client: Fifth Third Bank - Cincinnati, OH

Aug 2015 - Dec 2018

**Role: SR Dot Net Developer** 

#### **Project:**

Fifth Third Bank is a U.S regional banking corporation. As a .Net developer worked on multiple loan servicing application suites that carter to the Loss Mitigation and Collections departments. This application helps loss Mitigation and collection groups to consider applications from delinquent mortgage borrowers across the US, evaluates their request for a retaining or liquidation workout. Each application is processed through multiple stages and the customers are notified with the decision.

- Worked on regulatory updates, Enhancement projects and COTS application.
- Gathered requirements from business users and analysts and perform requirement analysis.
- Worked in waterfall methodology.
- Played a key role in transitioning to Agile from Waterfall.
- Involved in coding using Entity Framework.
- Created New reports and updated existing reports using SSRS.
- Worked on Microsoft Access database and involved in writing code using VB Script.
- Participate in discussions involving the Application Enhancements, understand the requirements and provide the back-end functionality for the Application.
- Analyze complex user requirements, procedures, and problems to improve existing System design.
- Develop end to end application components involving business layer, persistence layer, and database layer.
- Create or Modify database objects such as Tables, Views, Stored Procedures and Triggers.
- Review and modify programs to ensure technical accuracy, security and reliability.
- Develop reports in SQL Server Reporting Services.
- Provide quality documentation, status updates.
- Responsible to co-ordinate with offshore team.
- Worked on various Mortgage Pipelines.
- Implemented Role based authorization and Form based authentication
- Used ADO.NET components like Connection, Command, Data Adapter, Dataset, Data Reader and binded data to Grid View and Details View.
- Created automated jobs to transfer data from the application to CACS.
- Used the .NET Framework class library programmed in C#.NET throughout the application for developing windows Forms
- Involved in Debugging, fixing the bugs and testing the modules.
- Kept track on defects using HP Quality Center.
- All items are source controlled using ClearCase and ClearQuest.
- Working on End to End Testing.

#### Client: Verizon - Tampa, FL

Nov 2014 - July 2015

#### **Role: SR Dot Net Developer**

#### Project:

Verizon Communications, Inc is a broadband telecommunications company and the largest U.S. wireless communications\_service provider. The Company, through its subsidiaries, provides communications, information and entertainment products and services to consumers, businesses and governmental agencies. The Company offers voice, data and video services and solutions on its wireless and wireline networks. Its segments include Wireless and Wireline.

- Involved in developing the UI using HTML5, JavaScript, JSON, JQuery, AJAX and Bootstrap.
- Graphical User Interface (GUI) was designed using ASP.NET MVC3 and the business logic was coded in C# [MVC Controllers].
- Used various JavaScript and JQuery libraries, AJAX for form validation and other interactive features.
- Developed various web services using WCF which can be consumed by web application and other systems like Billing Systems.
- Developed application for different browsers and fixed bugs for browser compatibility.

- Used ASP.NET MVC4, HTML5 and CSS3 to design the presentation layer of the website.
- Developed components to fetch the data from the back end using AJAX and JQUERY
- Developed WCF Data services and consumed by MVC application.
- Used Windows Presentation Foundation (WPF) in order to create rich and interactive User Interface System.
- Published applications into Web, App servers following n-tier architecture into various environments such as Development, Integration, and UAT production.
- Developed stored procedures, Views and automated SQL, T-SQL scripts for database maintenance, deployment and installation.
- Implemented Database First EDMX and used Linq to Entities to massage the Data and optimized the Query Expressions.
- Written Stored Procedures in SQL Server 2012, used entity framework for data manipulation.
- Created and maintained database objects like complex Stored Procedures, Triggers, and Tables, Views and SQL Joins.
- Created the link servers to pull the data from different data sources and used them in the stored procedure which will be executing on the scheduled basis through SQL agent.
- Written Queries using T-SQL Statements, Views, User Defined Functions, Stored Procedures, Triggers in SQL Server 2012for inserting/Updating/Deleting the data into the relational tables.
- Worked Extensively with Query Optimization Techniques to Fetch Data with better Performance Tuning.
- Used Enterprise library for Database Connection and writing exception manager component, which creates a log file in event viewer.
- Used JIRA for requirements gathering and testing.
- Worked with QA team on daily basis in fixing the reported bugs/defects and checking cross platform compatibility.
- Implemented Unit Testing, Integration Testing and System Testing.
- Worked on TFS Source control for managing the source code.
- Participated in various Client meetings with the team and the Project manager to discuss improvements/ amendments in the development of the sectionWorked in Scrum Methodology especially involved in sprint meetings.

Client: BCBS - Dallas, TX

Dec 2013 - Oct 2014

**Role: Dot net Developer** 

#### **Project:**

BCBS is a popular billion-dollar health insurance company which provides health insurance for millions of families across the globe. One of the departments is the finance department where we used to cleanup data which comes from the various vendors, clients regarding new accounts, expiry of policy and claims and processing and sending the detailed report about the pending and penalty claims need to be paid to the hospitals sectioned by each region and location wise.

- Developed application using ASP.NET MVC framework.
- Created application using Bootstrap for responsive design.
- Developed UI Pages using Razor Views, CSS3, JavaScript and JQuery.
- Created Partial Views/User Controls for better reusability of codes in the application.
- Designed and implemented UI for the application using ASP.NET MVC3 Web Server controls.

- Developed Entity framework-based database access layer using ADO.Net and Entity Framework.
- Written stored procedures, triggers using T-SQL for data access from SQL Server 2008 R2.
- Developed module which deals with validating user, changing passwords and searching of information depending upon priority of user in site using ASP.NET.
- Created Business Logic Layer & Data Access Layers to implement MVC3 architecture
- Involved in writing service layer using Windows Communication Foundation (WCF) technology.
- Used Master pages, User controls, Custom controls to suit user's needs.
- Worked on publishing the web application on IIS server.
- Used Team Foundation Server (TFS) for Version Control.
- Used Grid View, Data List and Repeater controls with Paging and Sorting for displaying various data on to the page
- Programmed ADO.NET for communication between application and database, used extensively Data Grid, Data Set, Data Table, Data Views, Data Adapter and Data Readers to render reports.
- Developed Stored Procedures, Triggers, and Views in SQL Server 2005 for accessing the database.
- Developed T-SQL queries to fetch data as per the business requirements with proper tuning techniques.
- Implemented and extensively used the Object-Oriented programming concepts in C# and ASP. Net 2.0.
- Used XML intensively to bind the data to the web controls, data manipulation and to store data and sent as parameter to the stored procedures.
- Implemented Serialization and Deserialization of objects.
- Developed Custom Controls which provides flexibility, reusability better deigns time experience.
- Developed partial post back validations to manipulate data on web pages using AJAX.
- Developed various stored procedures for the data retrieval from the database and generating different types of reports using SQL reporting services (SSRS).
- Used Visual Source Safe for version control of the source code along with the maintenance of the builds and the relevant documents of the same.
- Involved in unit testing, integration testing and deployment of the application.
- Generated reports using the SQL Server Reporting services (SSRS)
- Performed unit testing and functional testing using NUnit.
- Worked with Agile/Scrum Environment to meet the timelines and interaction with the team.
- Involved in Framework implementation and prototypes.
- Designed and developed business components and data components using C# and ADO.NET.
- Designed and Developed Web Forms using ASP.NET, C#, XML, XSLT.
- Created Web Service in ASP.Net to serialize XML data over HTTP; where the third party uses XML for the query and transferring the data.





#### **PROFESSIONAL SUMMARY:**

- 8 years of IT experience in Requirement, Analysis, Design and Development of Client/Server, Windows and Web-based applications using N-tier Architecture with knowledge in complete Software Development Life Cycle (SDLC).
- Worked in different areas of Banking, Insurance, Finance, and Health care domains.
- Very well acquainted with the concepts like inheritance, polymorphism, abstraction and encapsulation, have used them wherever Object Oriented Programming System (OOPS) is needed and also comfortable with the SOLID principles.
- Developed Data Access Layer (DAL), Business Logic layer (BLL) also in implementing Business Processes.
- Experience in developing applications using ASP.NET, C#, Web Forms, ASP.NET MVC 4/5, MVC Core, .NET Framework 3.5/4.0/4.5, .Net Core, XML, ADO.NET, Java Script, jQuery, Angular JS, PWA, Angular, Knockout JS, Typescript, Bootstrap, HTML, CSS, IIS, Visual Studio 2012/2015/2017/2019.
- Implemented client-side form validation, form view results using various components, services, pipes in **Angular 4.**
- Experience in Windows applications (Win Forms) and WPF applications, worked with DEVEXPRESS and TELERIK
  tools to develop applications. Experience in ORM Tools such as LINQ, LINQ to SQL, Entity Framework.
  Experience in DI Frameworks Ninject and Unity.
- Experience in Client-Side debugging tools such as Firebug, Fiddler all Browser Developer tools.
- Experience in Web Services, Restful web services, WCF services, Web API(Web API 2) and SOAP.
- Created JSON based Azure Resource Manager (ARM) templates for deployments.
- Good understanding of storage concepts. Experience in designing and implementing Azure Storage.
- Experience in creating User Controls, Custom Controls and validating User Inputs using Validation Techniques.
- Experience in Data accessing including using Data Adapter, Data Reader and Data Set in ADO.NET.
- Experience on AWS Cloud, architecting highly available, scalable, fault tolerant and Serverless architectural
  solutions for clients to help them migrate successfully from current infrastructure (on premise / Virtual / Cloud)
  to AWS cloud.
- Configure AWS IAM and Security Group in Public and Private Subnets in VPC.
- Excellent in Infrastructure Development and Operations, involved in designing and cloud deployments by AWS
   Services like EC2, VPC, ECS, S3, RDS, SES, SQS, SNS, ELB, Auto Scaling, Cloud Front, Cloud Formation, Cloud
   Trial, Elastic Cache, Cloud Watch, Route 53, DynamoDB and IAM.
- Used Jenkins and pipelines to drive all microservices builds out to the Docker registry and then deployed to Kubernetes, Created Pods and managed using Kubernetes.
- Build numerous Lambda functions using python and automated the process using the event created.
- Involved in **Creation of tables**, **Partitioning tables**, **Join conditions**, **views** for the business application development.
- Developed the unit test cases on the UI using **Karma** and **Jasmine**. Used MS Unit for writing unit test cases on the API
- Implemented Continuous Integration testing with Jenkins and TeamCity





- Experience in dealing with AppDynamics, monitoring configurations for applications, performance troubleshooting.
- Extensive experience in writing and tuning complex sub queries, **SQL**, **PL/ SQL** stored procedures, **functions**, and **triggers**.
- Hands on experience in working with development of Stored Procedures, User Defined Functions, Queries,
   Indexes, Triggers and Views using SQL Server 2012/2008/2005 and T-SQL
- Hands on experience in developing reports using Sql Server Reporting Services and Crystal Reports.
- Based on ASP.NET, used RAZOR and designed for creating web applications.

#### **TECHNICAL SKILLS:**

Microsoft Technologies:	ASP.NET Core/4.5/4.0/3.5/3.0 and 2.0, ADO.Net, LINQ, C#.Net, VB.Net, WPF, SSRS, WCF, MVC 4.0 / 5.0, Entity Framework, AJAX, SSIS, Web Services, Microsoft Azure.	
Programming Languages:	C#, Python, C++ and Java	
Web Technologies:	HTML, HTML5, CSS, Telerik Kendo UI, AngularJS, Angular. Knockout JS, Rxjs, AJAX, Web Services, WEBAPI Restful web services SOAP, Dev express, WSDL, XML and XSLT.	
Databases:	DynamoDB, Aurora DB, SQL Server 2012/2016, Oracle 11g and 12c.	
AWS Cloud Technologies	EC2, DMS, IAM, DynamoDB, Aurora DB, Cloud Watch, Cloud Trail, Cloud Formation, S3, Route53, VPC, Lambda, Auto Scaling, Docker, Redshift, SNS, SQS, SWS, SES.	
Web/Application Servers:	Internet Information Server (IIS) 5.0 / 6.0/7.0/8.0/10	
Scripting Languages	JavaScript, jQuery	
Database Tools	SQL Enterprise Management Studio 2005/2008/2012, and SQL Developer	
Reporting	SSRS and Crystal Reports	
Operating Systems	Windows XP/ VISTA/8/10	
Version Controller	TFS, GitHub and Visual Source Safe(VSS)	

#### **PROFESSIONAL SUMMARY:**

**United Airlines, Houston, TX** *Full Stack .Net Developer* 

January 2019 - Till Date

United Airlines, Inc., is a major airline industry in United States. It is the world's third-largest airline when measured by revenue. United operates a large domestic and international route network, with world's largest airline alliance with a total of 28-member airlines. The application that we developed at United is called BOLT. This application is an intranet application used by the agents to track the baggage's online.

#### Job Responsibilities:

• Involved in analysis, design and development of application with full Software Development Life Cycle (SDLC). Followed AGILE methodology.





- Designed and developed the application using C#, MVC, Web API, HTML, CSS, Bootstrap, JavaScript, Angular,
   Type Script, jQuery leveraging MVC framework and SQL/backend.
- Developed reactive and reusable components using **Angular**. Used **Typescript** to write all the front-end logic and followed all the latest standards of **ES6**.
- Worked in developing the Middle layer **RESTFUL** web services using **WEB API**. Which used to talk to the legacy services and the **CSL services** and get the data.
- Consolidated multiple CSL services and exposed only one endpoint to the UI so that UI can call one endpoint and get only the required data which is needed for the UI.
- Involved in development of the **Data access layer, business logic layer** (Middle tier) and the **User Interface** (Frontend) using .NET Framework 4.5, C#.
- Worked in developing the Middle layer RESTFUL web services using WEB API.
- Developed MVC application in ASP MVC Core where the admin can set up the customers or users for each client.
- Worked with ASP.NET MVC Razor Views to create the presentation layer.
- Used two-way data binding in angular for continuous feedback of data.
- Designed and Implemented Data access layers using LINQ for XML Data.
- Enhanced Angular application's performance and faster rendering by utilization of AOT, and lazy Loading
- Involved in QA testing and tracked the changes using JIRA.
- Developed WCF services to enable effective communication between SOA.
- Worked with Oracle SQL database to save and retrieve the data.
- Created PL/ SQL Packages, Procedures, Functions, Triggers, Views and Exception handling for retrieving, manipulating, checking and migrating complex data sets in Oracle.
- Worked on Aurora DB, Oracle SQL Developer. Created Stored Procedures, Functions, Triggers, Indexes and Views. Worked on tuning of stored procedures and Query Optimization.
- Developed the unit test cases on the UI using **Karma** and **Jasmine**. Used MS Unit for writing unit test cases on API.
- Configure AWS IAM and Security Group in Public and Private Subnets in VPC.
- Involved in designing and deploying applications utilizing almost all the AWS stack (Including EC2, Route53, LAMBDA, DMS, S3, RDS, AURORA DB, Cloud Watch, SNS, SQS) focusing on high-availability, fault tolerance, and auto-scaling in AWS Cloud Formation.
- Build numerous Lambda functions using python and automated the process using the event created.
- Created an AWS Lambda architecture to monitor AWS S3 Buckets and triggers a thumbnail create event whenever a user uploads a new picture.
- Development of infrastructure automation in AWS (EC2, DynamoDB, Lambda, EBS, RDS, Dynamo, ELB, EIP) with AWS Cloud Formation.
- Converted existing AWS infrastructure to server less architecture with AWS (Lambda, API Gateway) deployed via Terraform and AWS Cloud Formation.
- Coordinating with product team, business team to gather requirements and convert requirements into software solutions.





**Environment:** .NET Core 1.0, .NET 4.5, ASP. NET, MVC 5.0, WCF, Entity Framework 4.0, IIS 6.0/7.0, Visual Studio 2015/2017, TFS, C#, LINQ, Angular 4.0/7.0, TypeScript 3.0, CSS3, Oracle SQL Developer, Aurora DB, SQL Server 2012/2016, GitHub, TFS.

Cardinal Commerce, Mentor, OH

January 2018 - October 2018

Sr. .Net Developer

- Responsible for designing the developing the project utilizing the Technologies of **Microsoft.NET.** Implemented **Agile development** practices according to the application requirements.
- Implemented MVC framework to reduce the complexity and to get full control over the behavior of the application.
- Involved in Design and Code Construction with OOPs as Implementation in MVC Architecture.
- Developed Web API to receive data from sensor device and store in the SQL Server (Azure).
- Experience in deploying the Application into **Azure cloud** and installed Application insights SDK to track telemetry data, creating alerts **in Azure** to monitor delays in API execution time or exceptions.
- Created deployment packages in Windows Azure environments and uploaded in Azure management portal.
- Created Cache Memory on Windows Azure to improve the performance of data transfer between SQL Azure and Rest services.
- Used the AJAX control kit and to provide the extender AJAX control properties to the existing ASP.NET controls.
- Created LINQ enabled database layer using API such as LINQ to SQL and Entity Framework
- Hands-on experience in **Angular 4/5** directives, components, services, routings. Rich experience in DOM manipulation using JavaScript, jQuery.
- Experienced using TypeScript to program Angular 4 and develop web applications.
- Designed and developed a web-based application and component using C# to automatically generate Gathering business requirements from the business and documentation of the enhancement of the project constants by reading and parsing XML source files and schema files.
- Developed a WCF Service to get the information from the database.
- Developed parameterized SQL queries and stored procedures to query database tables in TSQL.
- Designed and Implemented Data access layers using LINQ for XML Data.
- Developed Responsive Web pages that are rich in user interactive using HTML5, CSS3, JavaScript, Bootstrap,
   Animate, GIT, and JSON.
- Designed and developed web services to handle Unity orders.
- Used **jQuery** for interactive and dynamic web interfaces for the web application.
- Used the Script Manager and Update Panel of Telerik.NET AJAX Controls to do asynchronous page post back.
- Utilized Entity framework as a data access layer to SQL server for the REST full based ASP.NET WEB API web services
- Used TFS extensively for version control of the source code along with the maintenance of the builds using MS Build and the relevant documents of the same.
- Involved in QA testing and tracked the changes using JIRA.







- Developed WCF services to enable effective communication between SOA.
- Implemented SOA using WCF, developed and consumed WCF services with features versioning, security, optimization and reliability.
- Used Entity Framework Code First approach to map domain objects to database.
- The ADO.NET Entity Framework was used for the object to database mappings and involved in writing the inmemory queries using LINQ.
- Developed the web application majorly in C#, ASP.NET, Angular 2, JavaScript, CSS3 and HTML5
- Involved in Unit Testing Using **X Unit** in Development Environment and ensuring application is according to Specification.

**Environment:**ASP.NET 4.5, MVC 4.5, ADO.NET, C#. NET, .Net Framework 4.5, VS 2015, VS 2017, SQL Server Management Studio, AJAX, Restful services, Bootstrap, Windows XP, HTML 4.0, Java Script, DHTML, Angular 4, CSS, Web API Services, Git, Bitbucket

Quadax, Cleveland, OH .Net Developer

July 2016 - January 2018

- Created and deployed XML Web Services (WCF) using ASP.Net and C#, used them to generate the proxy class files based on the web services and consumed in web application.
- Developed Web User Controls and Custom User Controls to minimize code redundancy.
- Validated pages using Asp.Net on server side and, JavaScript for Client side Validation.
- Used AJAX controls like Cascaded drop-down and Calendar for look and feel in the web forms.
- Implemented Depending Injection using IOC Unity container.
- Involved in application development using Visual C#, ASP.NET 3.5, SQL Database, LINQ, WCF.
- Worked on application with a simple gui, very few graphics but a lot of objects. Labels text boxes and a few panels using **WinForms.**
- Built the Front-end JS architecture using React.js, React-Router, Webpack, Redux, along with other libraries and frameworks
- Worked in using React.js components, Forms, Events, Keys, Router, Animations and Flux concept.
- Develop various screens for the front end using **React.js** and used various predefined components from NPM (Node Package Manager) and **Redux library.**
- Used React-Router to turn the application into Single Page Application.
- Used **Grid View** control extensively for data display, dynamic generation of rows, and user input inside template columns. Used **EditItem Templates** and **Footer Templates** extensively for editing and adding rows.
- Designing and Coding the Object Layers using Entity Framework and Unity Dependency Injection Framework
- Designed responsive and intuitive user interfaces for the web using CSS and custom AJAX scripts and JQuery.
- Used **Biztalk Server** to send messages from one processes to another and also used to send messages directly into the message box.







- Used BizTalk Server to understand the plain text data (in the form of XML), and with different systems which has several inbuilt adapter like SQL Adapter, MSMQ Adapter, SMTP Adapter, File Adapter, SOAP Adapter etc.
- Developed SQL Procedures and Queries for data retrieval and storage in SQL Server and implemented in portal using ADO.Net.
- Used different Telerik Rad Controls, FreeText Box in Visual Studio applications and Sitefinity.
- Created real-time websites with push capability by using Node.js.
- Responsible to create React. is workflows such as Flux and Redux.
- Created Single Page Applications by using Angular 4.
- Created Web Applications with real-time, two-way connection, where both Client and Server can initiate communication by using **Angular.js.**
- Highly proficient in Transact SQL (T-SQL) and PL/SQL Queries including writing queries, complex stored procedures, functions and triggers in SQL Server and Oracle.
- Validating all the User's Inputs through Java Scripts.
- Transferring the data between **Client** and **Server** using System **XML** parser.
- Design, develop, test, debug, and implement Silverlight based applications following the MVVM framework template.
- Used the web form to host Report Viewer in **Silverlight** and implemented various user controls in Silverlight which are used extensively in various parts of the application.
- I have experience in building two applications that do the same thing, one in WPF and on in Winforms. The Winforms application blows the **WPF** application away in terms of performance (by a factor of 10)
- Worked with Asp.NET caching features, configuring optimization and securing the web application.
- COM objects can be created with a variety of programming languages that's what I created.
- Used ADO.NET objects such as Data Reader, Dataset and Data Adapter, for Consistent access to SQL data source.
- Created Tables, Stored procedures, Views and Triggers in SQL Server 2005.
- Responsible for Database design, and creating of Stored Procedures, triggers to perform the Data retrieval from multiple tables using SQL Database.
- Deployed applications into test and production environments by using web server (IIS).
- Writing Power Shell scripts whenever required.

**Environment:** ASP.NET 4.5, MVC 4.5, ADO.NET, C#. NET, .Net Framework 4.5, VS 2013, Web Forms, SQL Server Management Studio, AJAX, Bootstrap, Unity 2.0, Windows XP, HTML 4.0, Java Script, DHTML, React.js, Angular JS, CSS, Web API Services, Crystal Reports and TFS.

## Dick's Sporting Goods, Pittsburgh, PA

May 2013 – July 2016

Position: .NET Developer

- Designed and developed the application using Visual Studio 2010 and ASP.NET 4.0
- Involved in the requirements analysis, designing, development, testing and maintenance of the website
- Developed website using HTML5, CSS3, JavaScript, JQuery and Angular.js.
- Implemented user interface guidelines and standards throughout the development and maintenance of the website using MVC 5.0, DHTML, HTML5, CSS3, JavaScript and jQuery UI.





- Developed web application using MVC 5.0, ASP.NET, C#.NET and VB.NET for Middle tier processing.
- Designed CSS based page layouts that are cross-browser compatible and standards-compliant.
- Handled all aspects of the web application including maintaining, testing, debugging and deploying.
- Developed cross-browser/platform HTML5, CSS, and JavaScript to match design specs for complex page layouts while adhering to code standards.
- Developed the code using C#, ASP. NET, HTML 5, AJAX, Angular JS and jQuery using Visual Studio 2015
- Worked with type definition files using Typescript's.
- Built Web pages that are more user-interactive using AJAX, JavaScript and Angular.js.
- Created Utility API's for AJAX calls using JavaScript, XMLHTTP Object and jQuery for making Web Service calls.
- Used Team Foundation Server (TFS) for version controlling of application.
- Designed and developed Web pages using HTML, CSS including Ajax controls and XML.
- Actively participated and provided feedback in a constructive and insightful manner during weekly Iterative review meetings to track the progress for each iterative cycle and figure out the issues.
- Responsible for quality assurance of finished websites including the validation of web forms and links.

**Environment:** C#, VB.NET, ASP.NET, Typescript's, MVC 5.0, HTML/HTML5, DHTML, TFS, AJAX, JavaScript, CSS/CSS3, Adobe, Chrome, SQL Server, Windows and MS Office.

Alacriti, Jersey City. NJ .NET Developer November 2012 - May 2013

#### Responsibilities:

- Requirements gathering, Analysis and Design of all the client requirements.
- Software development using Agile Software Development methodologies.
- Studied the use case diagrams to gather functional requirements. During the design phase participated in
  discussions with the client regarding system requirements and contributed for the preparation of flow
  document.
- Developed the front-end screens in ASP.NET and C# .NET using Visual Studio 2008.
- Used ADO.NET and Enterprise Library Ado.net Application Blocks to access data from database.
- Worked on Presentation, Business, Entity and DataAccess Layers.
- Writing business and data access components (as separate assemblies) in C# utilizing ADO.NET transaction management.
- Used XML/XSLT, XSD for data transformation.
- Used .NET **Error Handling mechanism** extensively.
- Used **Grid View** control extensively for data display, dynamic generation of rows, and user input inside template columns. Used **EditItemTemplates** and **Footer Templates** extensively for editing and adding rows.
- Designed responsive and intuitive user interfaces for the web using CSS and custom AJAX scripts and JQuery
- Created and deployed XML Web Services (WCF) using ASP.Net and C#, used them to generate the proxy class files based on the web services and consumed in web application
- Transferring the data between Client and Server using System.XML parser
- Writing or modifying **Stored-Procedures** in **SQL Server 2005** to carry out database operations.
- Created database schema for the new data according to the business need.
- Maintaining the sources in MS Visual Source Safe.

**Environment:** C#. Net, ASP.NET 3.5, ADO.NET, Microsoft Data access application blocks, Exception and logging frameworks, Windows Services, JavaScript, VBScript, XML, XSD, HTML, DHTML, SQL Server 2005,SSIS, IIS 6.0, Visual Source Safe 6.0, Windows Server 2003, Visual Studio 2008, WCF.





### MAQ Software., India

August 2011 - November 2012

.NET Developer

#### Responsibilities:

- Involved in design, development of Employee management, Leave management and Project management & time-sheet modules.
- Involved in database design, writing store procedures, functions & triggers.
- Project developed using 3 tier architecture Presentation layer, BLL (Business logic layer) and
- DAL (Data access layer).
- JavaScript was used for client side validations and various other functions.
- Integrated with third party libraries to import time sheet data from Project Server file to database.
- Involved in Unit Testing and Bug Fixing.
- Used C#. NET and ASP.NET to design the user interface.
- · Worked with SQL Server at the back-end.
- Used ADO.NET to connect to the database.
- Used SQL statements to create the tables and views.
- Coded classes to connect to the centralized database.
- Reporting the deliverables status to the client.
- Implementation at the client side and maintenance.

Environment: ASP.NET, C#. NET, JavaScript, CSS, XML, IIS, MS SQL Server 2000, Visual Source Safe, Visual Studio 2003, MS Office 2003.

Education: Bachelor's in Computer Science and Engineering, India

#### **PROFESSIONAL SUMMARY:**

- 8 years of experience in designing and developing collaborative solutions using Microsoft Technologies. Have strong knowledge in Software Life Cycle process and development methodologies.
- Outstanding expertise in all phases of software development life cycle, Insightful experience in project planning, gathering requirements, designing and modeling data base objects and relations.
- Object Oriented programming, designing and developing .Net applications, implementation and testing in .Net Framework, maintenance and deployment of various applications including on Microsoft platform.
- Depth knowledge of Object-Oriented Programming (OOP's) Concept, C# like Abstraction, Polymorphism,
   Inheritance, Encapsulation, Interface, Collection, Delegate, LINQ, Generics, Partial and Static Classes,
   Lambda Expressions.
- Experience in Agile methodologies (SCRUM).
- Experience working in projects using Waterfall Cycle methodology for software development.
- In depth experience with design, develop and implement applications with ASP .NET Web Forms, ASP .NET MVC, Windows Form, Entity Framework, XML, UML, Web Services, Micro Services, Web API.
- Experience of using ADO .NET to connect with database for CRUD operation and proficiently used ADO .NET objects like Connection, Command, Data Reader, Data Table, Dataset and Data Adapter.
- Successfully worked on LINQ (Language Integrated Query) to entities, Lambda Expressions and LINQ queries.
- Experience with Relational Databases processing such as Analysis, Design, Optimization, Normalization and Manipulation using DDL and DML with SQL Server 2017/2015/2013/2012/2008, Oracle 11g 12c, MySQL.
- Good experience in database applications using Stored Procedures, Triggers, Views, Cursors, Functions,
   Schemas, Indexes, T-SQL, PL/SQL, and Constraints.
- Designed professional UI Web Application using Front End Technologies like HTML5, CSS, JavaScript, jQuery, AJAX, JSON, Angular 6, and Responsive Design using Bootstrap.
- Expertise in developing Client/Server Applications on Three tier Architecture, N-Tier Architecture, Web Services, Web API (restful service), WCF, Model View Controller (MVC).
- Experience in developing, deploying and consuming **Web API** and **RESTful Services** to communicate with UI objects using **JSON**.
- Experience in AWS and Azure Cloud services and APP Services to deploy web application.
- Worked for version control, configuration management using Team-Foundation Server (TFS), GitHub

#### **TECHNICAL SKILLS:**

Technical	C#, ASP .NET, ASP .NET MVC 5/4, Web Forms, windows forms, Entity Framework, HTML,
specialization	CSS, XML, JavaScript, jQuery, JSON, Angular, SQL, Microsoft Silverlight4.0/3.0, SharePoint 2013.
Programming	C#, Visual Basic, VB.NET.
language	
IDE Tools	Visual Studio .Net 2017/2015/2012/2010/2008, Nunit Testing Framework.
Scripting	XML, HTML4&5/XHTML, JavaScript, jQuery, CSS, VB Script, Angular 6, pl/sql, sql.
Middleware	WCF, MSMQ, Web Services
Version Control	Git, Team Foundation Server
Data Base	MySQL, SQL Server, Oracle
Operating	Windows, OS X, Linux
Systems	

Web Services	WCF, Web API, SOAP/REST Services, Micro Services	
Design Pattern	Singleton, MVC, MVVM, Dependency Injection	
Cloud Services	Microsoft Azure and Amazon Web Service (AWS)	
Testing	Unit testing, Load Testing, Integration Testing	
Queue Services	Azure Service bus	
Protocol	Http, Https, TCP, UDP	

#### **EDUCATION:**

Bachelor of Engineering, Computer Science, Superior Technological Institute of Hidalgo City, Mexico

#### **PROFESSIONAL EXPERIENCE:**

Mobiik, Mexico City, Mex Role: Sr .Net developer Aug 2017 - Current

#### **Project Description:**

Mobilk provides consulting services, so throughout my stay in the company I have worked on different projects in which I have felt challenged enough to carry out my activities in the best way, among these projects are the following:

#### America Movil KMT (Knowledge Management tool)

O This application consists of controlling the training of bots used by the organization.

#### Vidanta Sync

 The objective of vidanta sync is the synchronization of the reservations that customers create from the internet, which are the main input of the company and these reservations are needed throughout the group nationwide.

#### Datalert

 The objective of datalert is to report to the user when their information is being misused in financial terms and of any other nature since their data is monitored on the deep web.

#### Yellow box

 The main purpose of the project is to have control of school transport in real time to offer greater peace of mind to parents who can monitor the transport of their children from the time they board the school bus until they are at their destination.

- Actively involved in Software Development Life Cycle (SDLC): Requirement gathering and analysis, design, development, testing, integration and deployment.
- Used Azure dev ops to keep track of bugs to reduce downtime, increase productivity, and Communication.
- Adopted N-tier architecture for the Business, Data Access Layer and UI Layer.
- Designed MVC design pattern for ASP.NET application using the ASP.NET MVC framework.
- Implement Presentation layer in ASP.NET using MVC views, multiple Layouts, Partial Views, strongly typed Views, Razor view engine, Bootstrap, HTML helpers and different CSS.

- Used Microsoft Entity Framework data base First approach to define Entities and Relationship.
- Implemented Compiled Queries, Multiple Contexts, Explicit loading, and Updates to context after all database operations to improve the performance in **Entity Framework**.
- Designed and developed the application using Angular 6 framework along with HTML5, CSS3, Type
   Script, Java Script, Bootstrap, Node.js and NPM.
- Worked Extensively with Angular CLI for creating components, Services, pipes and Directives.
- Updated the application with new features of Angular 6.
- Worked on some of the new features of Angular 6 like new if syntax, ng-templates, form validators.
- Implemented Object Relational Mapping (ORM) and executed complex stored procedures accordingly.
- Also implemented LINQ with Lambda Expression in C# to develop code for operations between the
  application and the database and migrated Data from different sources (Text based files, Excel
  spreadsheets, and Access) to SQL Server Databases.
- Created database objects like complex **Functions**, **Packages**, **Triggers**, **Indexes** and **Views** in development environment for **SQL Server**.
- Create DAL abstraction layer through implementing Repository. Dependency Injection for Loosely coupled Architecture.
- Resolved and helped in production issues/deployment in Azure.
- Worked extensively in WCF in implementing Fault contract, security, performance tuning and Webservices Callbacks.
- Configure TCP Protocol, Transport Level Security in WCF Service.
- Used JSON Serializer in data contract of WSF to generate the data in JSON format.
- Developed Web Service to interact with remote business objects and different supplier's systems using SOAP, HTTP/XML and RestFul Http/JSON.
- Developed module to integrate google maps services in MVC views
- Worked on implementations of Ciber alarma apis for deep web tracking.
- Create context for save and retrieve data from azure blob storage.
- Designed distributed architecture for microservices using Docker and Kubernetes
- Implementation of Azure cloud technologies, such as web functions, service bus, Azure Blob Storage,
   Azure SQL.
- Used **Message Queuing (MSMQ)** to enable applications running at different times to communicate across heterogeneous networks and systems.

**Environment:** MVC 5, ADO.NET, SQL Server, Entity Framework, jQuery, JavaScript, C#, Web API, Google Maps Api, Google Matrix, ASP.Net Core, Angular, Kubernetes, Azure Storage, Azure Web functions, Azure Service Bus, Entity Framework Core, CI/CD on Azure Dev ops, Application Insights, IAAS and PASS Azure.

#### Grupo Salinas, Mexico City, Mex

Jul 2012 - Jul 2017

Role: Sr .Net developer

#### **Project Description:**

Grupo salinas is one of the largest companies that exist in Mexico, most of the systems used are for internal control of the company's supplies, during my active period in this company I worked on different projects in which the following stand out:

#### Honestel

The main reason for this system is to measure the level of satisfaction of the employees in the group, in this system the user can raise complaints, comments and even make complaints about situations that he considers are going wrong in the company or even if someone is damaging his person within the organization

#### Acuerdos MyMAP

 The main task of this project is to organize the day-to-day of the workers where the tasks of the employees can be monitored by the direct heads of the department.

#### Kybernus

Kybernus is a public project where the main objective is to create leaders who promote the development of the country by managing events that help to better prepare future leaders of the country

#### Agenda RBS

 This project organizes the agenda of the director of the organization Ricardo Salinas, validating the events he has to attend throughout the country and even in some other Latin American countries.

#### Cápitulos Kybernus.

 This project takes control of the events where the country's leaders participate at the national level, having people in charge of each of the groups in all the states of Mexico.

#### Responsibilities:

- Adopted Agile Methodology (SCRUM) to achieve collaboration between team members and organization
  and Participated in daily Scrums and weekly meetings with the project sponsors to meet expectations and
  deadlines.
- Designed and developed of various components and modules of the application using Visual Studio 2012.
- Developed 3- tier architecture application with User Interface, Business and Data Access layers using .NET and Entity Framework.
- Created User Interface System using HTML5, CSS, JavaScript, AJAX, JSON, and Bootstrap.
- Used jQuery for client-side validation and Ajax calls where required for auto filling fields.
- Implemented AJAX calls and JSON for passing objects from controller to view and vice versa and performed data binding.
- Developed jQuery components to fetch data from back end, and for DOM manipulation and traversals.
- Used iQuery for accessing and assigning the session.
- Extensively used ASP.NET Model-View-Controller (MVC) Architectural pattern with Database First
   Approach to decouple Data Access Layer and Business Logic from data presentation and user interaction.
- Used HTML Helpers and Razor Views in MVC to design the application architecture that promotes a clear separation between the different layers.
- Worked on Entity Framework and repository patterns to build Data Access Layer (DAL).
- Implemented client-side validations using JavaScript and jQuery and server-side validations.
- using ASP .NET Data Annotations.
- Used LINQ to Entities, SQL and Lambda functions for retrieving the data efficiently and Just in Time manner.
- Created Data Access Layer Methods, T-SQL Queries, store procedures in the SQL Server.
- Used AJAX module to handle RESTful calls to enable communication between view components and servers.
- Developed Restful Services using Web API that are consumed by various Client applications for routing data between different systems.
- Used SQL Server services (SSIS, SSRS) for generating reports.
- Used TFS (Team Foundation Server) for all the source code maintenance among the whole team.

**Environment:** MVC 4, MVC 5, ADO.NET, SQL Server, Entity Framework, JQuery, JavaScript, C#, VB, Web API, Oracle 11g, Oracle 12c, Handlebars, WCF, SilverLight, Telerik controls, TOAD, ASP.NET, Mysql server.

Global Logos Systems, Mexico City, Mex Role: Internship, .Net developer

Jan 2012 - Jun 2012

#### **Project description:**

Global Logos Systems is a consulting company that has an agreement with Coca Cola Femsa in Mexico, the systems developed for Femsa are in charge of consolidating the distribution and logistics of the bottling company. The project I was working on is about carrying out the implementation of a Mexican standard for software development called MoProSoft by means of a prototype named KWE.

#### **Responsibilities:**

- Requirement gathering and analysis, design, development, testing, integration and deployment
- Developed user design with blender.
- Creation of system help module using sharepoint 2010.
- Implemented unit testing module.
- Designed MVC design pattern for ASP.NET application development using the ASP.NET MVC framework.
- Used WCF to communicate between DAL and other business components.
- Used ADO.NET objects to retrieve and update data to the database like MS Access, SQL Server.
- Created ASP. NET web pages that provide new features and enhanced user experience.
- Worked on different aspects of .NET framework like ASP.NET 4.0 and on middleware ADO.NET.
- Tools/Technologies: Net Framework 4.0, C#.Net, Visual Studio 2012, ASP.NET 4.0, JavaScript, Entity framework, WCF, IIS, Enterprise Library, XML, SOAP, SQL Server 2012
- Configure TCP Protocol, Transport Level Security in WCF Service
- Developed Web Service to interact with remote business objects and systems using SOAP, HTTP/XML, WSD
- Used **Team Foundation Server (TFS)** for Version Control, Team build, Project Management, Data Collection and Reporting.

Environment: Sharepoint server 2010, C#, jQuery, javascript, Blender, WebParts, ASP.NET MVC, WCF.

### **Jack Moore**



#### **SUMMARY:**

- Current knowledge of C#, Visual Studio, HTML5, Bootstrap 3/4, Microsoft SQL Server, Javascript, jQuery, Angular JS, and Cold Fusion
- Have used C# to work with excel templates to enable automatic entry of data
- Employed C# to communicate with Oracle database to store hashed entries of backup drives.
- Currently working on a team to update and convert a website to a .NET Framework using C#, AngularJS, and Bootstrap with Visual Studio 2017 as our IDE
- Proficient with the following languages: C, C++, Visual Basic, Visual C++, Java

#### **EDUCATION:**

#### **West Virginia University**

Bachelor of Science in Computer Science, 2007

- Dean's List
- Graduated with 3.30 GPA

#### **Marshall University**

Master of Business Administration, M.B.A

• Concentration in Finance

#### **EXPERIENCE:**

Department of Environmental Protection, Charleston, WV

Jan 2015 - Present

#### Programmer Analyst - IRIS Group

- Worked in the development of utility programs for use within the department
- Notable examples are the "MyOasis" app and "Vehicle Logger" web app
- Responsible for the management of accounts for the ERIS system
- Head of the group responsible for the management of HEAT ticketing system for DEP applications
- Received many training hours in agile software development and programming
- Facilitated in the gathering of user stories for use in agile software development

Office of Technology, Charleston, WV

May 2014 - Jan 2015

#### Paid Intern - IT Service Desk

- Took IT help desk calls on various technical topics from state employees
- Performed troubleshooting for general PC issues around the office
- Took all types of technical service calls required of a full-time employee on a regular basis
- Received training from lead service desk members
- Performed IT tasks in other departments of the Office of Technology when needed

#### **CERTIFICATIONS:**

- Certified Scrum Master
- Certificate of Completion in the following Learning Tree courses: C# Programming, Programming
  C# Extended Features, JavaScript for Modern Web Development, jQuery Introduction, Angular
  JS, Agile Software Development with Team Foundation Server, Agile Business Analysis,
  Technical Writing Introduction

#### Reference for Jack Moore

Programming Analyst at Department of Environmental Protection



• Jan 2015 - Present

#### Reference By Dustin Farley

Programming Analyst II Email Position

dustin.c.farley@wv.gov Mobile 304-920-6124

Relationship

Peer Yes

Rehire Duration <1 year

#### Job Duties & Technologies

The project currently being worked on utilizes the following technologies: C#, cold fusion, front end html, CSS, java script angular, java script, API's, and SQL. Dev ops for project tracking. Office allows them to set priorities and project tracking.

#### **Project Description**

The current project they are supporting uses: C#, web development, full stack, API's, angular js, and html. Currently the project they're supporting is used by the special requisition team and it is used to manage projects, This application they are supporting allows the team to track projects, manage purchase orders, allows inspectors to go on site, inspect and then upload pictures and notes. This has helped to make the overall project simpler and has increased the efficiency of the team. Jack has worked on several different projects while there. Has also supported a project where it allows employees to log their vehicle usage and log gas and oil logging for vehicles.

#### Performance & Ability

Jack is a very technically sound individual and someone who he considers one of the brightest minds on the team.

#### Attendance/Reliability

No issues there.

#### **Cultural Environment**

There are a total of 10-15 developers on the team. However, there are a lot of different organizations that they support with a couple of developers for each department. The flex hours allows the employee to work 8 hours between 7-7 as long as their supervisor is aware of it.

#### Non-Technical Skills

Dustin said that Jack was a very smart guy and is someone who he considers to be a good person to work with.

Jack is one of the best developers on the team and very technically sound. He's someone who is motivated and doesn't require constant supervision. He will take his work and get it done without being asked about it. He said there isn't anything he can think of for Jack to improve upon. He's never heard complaints from anyone on the team about Jack.