



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

Header 6

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 702868

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000010369

Legal Name: Swift Strategic Solutions Inc

Alias/DBA:

Total Bid: \$450,000.00

Response Date: 06/06/2020

Response Time: 22:32

SO Doc Code: CRFQ

SO Dept: 1300

SO Doc ID: STO2000000002

Published Date: 6/2/20

Close Date: 6/10/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 2 Supplemental Staffing for Microsoft Applicatio

Total of Header Attachments: 6

Total of All Attachments: 6



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 702868

Solicitation Description : Addendum No 2 Supplemental Staffing for Microsoft Applicatio

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-06-10 13:30:00	SR 1300 ESR06062000000007291	1

VENDOR
VS0000010369 Swift Strategic Solutions Inc

Solicitation Number: CRFQ 1300 STO2000000002

Total Bid : \$450,000.00

Response Date: 2020-06-06

Response Time: 22:32:49

Comments:

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature on File **FEIN #** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Temporary information technology software developers	2000.00000	HOUR	\$90.000000	\$180,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Year 1 / Individual 1
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Temporary information technology software developers	2000.00000	HOUR	\$90.000000	\$180,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Year 1 / Individual 2
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Temporary information technology software developers	500.00000	HOUR	\$90.000000	\$45,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Three (3) Month Renewal Option Individual 1
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Temporary information technology software developers	500.00000	HOUR	\$90.000000	\$45,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :	Three (3) Month Renewal Option Individual 2
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RAVI SHANKAR SATIS ILLAPANI
847.800.1622 (Cell)
illapaniravi@gmail.com (Email)

SUMMARY:

- Over 15 years of IT experience with Extensive exposure to end-to-end development of application which involves requirement elicitation, system appreciation, designing, coding, testing, documentation
- Experience in coding solutions for Travel, Food, Capital market applications and Equities, Retail and Learning Management Service Industries.
- Extensive programming experience using .NET FRAMEWORK 1.1/2.0/3.5/4.0, .net core, ASP.NET MVC3/4/5, ASP.NET 2.0/4.0, WPF, WINDOWS FORM, WEB SERVICE, WCF, WINDOW SERVICE, AJAX, C#, VB.NET, XAML, LINQ, XML, XSLT, JAVASCRIPT, JQUERY, JQUERYMOBILE, JAYDATA, KNOCKOUT.JS, REQUIRED.JS, MOMENT.JS, NUMERAL.JS, JSON, HTML, HTML5, CSS, PHP, CSS3, BOOTSTRAP 3.0, REPORT VIEWER, SSRS, ENTITY FRAMEWORK, TYPED DATASET, POCO, PL/SQL, T-SQL, SQL, SQL SERVER 2000-2012R2, ORACLE 10g/11g, WEBSQL, INDEXEDDB, LOCAL STORAGE, MongoDB, AWS Document DB
- Experience in implementing Waterfall model, Incremental Model, Agile/SCRUM Software Development Methodology and Test-Driven Development (TDD) and Domain Driven Design (DDD).
- Experience in Cloud Computing using Microsoft Azure platform for building, managing and deploying web applications.
- Used DDD (Domain Driven Design) concepts to help design and document architecture to promote Ubiquitous language and improve shared understanding of the project.
- Well versed in architecture, design and development of all layers of layered/n-tier software architecture including presentation, service, business and data access layers.
- Experience in creating microservices using Asp.net web api.
- Extensive experience with Database Administration for MS SQL Server (2008R2,2012, 2014)
- Experiences in troubleshooting and resolving database problems
- Experiences in troubleshooting and resolving performance issues using native monitoring, third party and troubleshooting tools.
- Experienced ability to detect and troubleshoot SQL Server related I/O, memory, disk space, CPU, and other resource issues.
- Streamline and make improvements to Microsoft SQL Server database using best practices and techniques for database design, programming and optimization.
- In depth knowledge of SPA (single page applications) using jQuery.
- Extensive experience in monitoring, troubleshooting and supporting .NET based applications and infrastructure.
- Experience includes working with IIS, Visual Studio/Visual Studio.NET, Team Foundation Server, Clear Case, CVS and VCS.
- Experience in coding device drivers for legacy WAN protocols like Async and Bisync
- Experience in configuring SWAN hardware for HP NonStop® Servers.
- Good interpersonal, Analytical and Communication skills.
- Knowledge in various states of System Development Life Cycle (SDLC).

SKILL SET:

.NET Technologies	.NET Framework 3.5/4.0/4.5, C#, MVC 3/4/5, VB.NET, ADO.NET, ASP.NET, Net Web Services, WCF, WPF, Windows Forms
JavaScript Framework	jQuery, jQuery Mobile, Knockout, Underscore, Backbone, Bootstrap, Angular, jQuery Templating
Web Technologies	HTML5, CSS3.0, MVC 3/4/5
Languages and API	C, C++, C#, SQL, PL/SQL, XML, TAL, TACL
RDBMS	MS SQL Server, Oracle, WebSql
NoSQL	Indexeddb, MongoDB
Servers	IIS 5.0/7/8, Windows 2003/2008/2012/2016 server, SSIS, Apache, ISAPI, MOSS, WSS
IDE & Version Control	Clear Case, CVS, VSS, VCS, TFS, Git
CI	CruiseControl, Jenkins
Protocols	TCP/IP, Async, Bisync
Others	Agile development cycle, , Rational Clear Case, MS-Silverlight, MS-Visio 2000, NANT, Microsoft Enterprise Library 4.1.

EDUCATION & CERTIFICATIONS:

- Masters in Computer Science Engineering, US
- Bachelors in Computer Science Engineering, India
- Microsoft Certified Technological Specialist in .Net 3.5 Framework and Windows forms applications

EXPERIENCE:

United Airlines, NYC, NY
Lead Solutions Architect

Sep '19 – Present

Projects: UCB, Personalized Videos, Marriott ETJ, Join and Fly.

Responsibilities:

- Collaborated with approx. 30 channels to provide new microservices to replace legacy services.
- Maintained Confluence catalogs with features pertaining to all micro services being developed.
- Extensive deep dive sessions with channels to customize micro services based on their individual needs.
- Designed new pricing models for accrual and redemption based on UCB changes.
- Designed new address validation webapi using Trillium services.
- Designed fraud detection solution for debit card transactions using Kount apis
- Created NoSQL Azure Databases – Azure Cosmos DB, Table Storage
- Develop Cloud based solutions in Microsoft Azure – using Platform as a Service (PaaS) and Infrastructure as a Service (IaaS) to provide scalable, integral solutions in Upstream technical apps
- Created Azure Functions for complex Unit Conversion Services
- Created Azure Build and Release (CI / CD) pipelines with triggers for multiple projects
- Developed Power BI dashboards and Kusto queries (KQL) to visually explore and analyze data
- Created custom Utilities for migrating on-prem stuff to Azure Cloud
- Created Docker Images using Docker for Windows for local deployments
- Configured API Management (APIM) to support multi-tenant and multiple versions of the API
- Developed POCs for Azure IoT Hub Device Provisioning Services
- Created custom swagger implementation using Operation and document filters.
- Designed and created new services to engage customer interaction via personalized videos.
- Designed initial architecture for Marriott integration with UA for Early/Distressed travelers.
- Created event listeners to read early and cancelled flight information from queues.
- Created new services for Join and Fly campaigns.
- Created and maintained Postman collections to share available microservices to channels for integration.
- Triaged with eQA to analyze and assign defects to developers.

Software/Tool: C#, WebApi, Swagger, Azure, MongoDB, Oracle, SQL Server, TFS, GitHub, Confluence, SharePoint, .Net Core 3.1 & .Net Framework 4.7

McDonalds Corporation, Oakbrook, IL
Application Architect/Lead Developer/SQL Administrator

Oct '17 – Sep '19

Project : Global Data Collection Tool (GDCT) Next Gen

Responsibilities:

- GDCT is a web based 'survey' application which enables Consultants to capture GROIP surveys results. These results help to increase the focus on restaurant Quality, Service and Cleanliness that can be acted on by Owner/Operators.
- G-Timer is another lightweight application which allows Consultants to capture timing specific measurements to improve restaurant's Service.
- Application re-design for migrating to AWS.
- End-to-end handling of Enhancements execution which includes,
- Gather the details of Business and Technical requirements.

- Analyze the impacted areas and communicate to the Customer.
- Document the detailed analysis, proposed solutions, and estimated efforts.
- Prioritize the multiple sub-tasks and plan the delivery items accordingly.
- Deploy the new builds on Staging/Training for verification by QA team and later deployment into Production environments.
- Execute Database scripts on Staging/Training and later Production Servers.
- Communicate with Customer on timely manner during the entire development phase of enhancement.
- Provide daily/weekly statistics/reports of efforts to the Customer.
- Attend weekly business meetings and provide tasks status and clarification of their requests.

Software/Tool: C# .NET Framework 4.5, MVC 3 and 4, LINQ, jQuery, jQuery Mobile, HTML5, CSS3, Indexed Database APIs, Oracle 11g, Microsoft TFS 2010, Oracle SQL Developer, TOAD for Oracle

Project: Business Review Application

Responsibilities:

- Business Review (BR) application is a web application which helps McDonald's to evaluate Owner/Operators at least every 18 months, or when a franchise term is expiring. The outcome of the review is a determination as to whether the Operator is eligible for growth (taking on another available restaurant) and/or rewrite (if one or more franchise agreements are due to expire) based on whether or not they meet National Franchising Standards (NFS).
- Requirements elicitation and Functional document preparation.
- Application framework designing using MVC4, High and Low Level Design documents preparation.
- Development of code and database stored procedures for modules such as 'Owner/Operators Listing' and 'Guest Satisfaction'.
- Peer review of High and Low Level Design documents and source code.
- Responsible for designing, implementing, and maintaining the database systems; conducting backup and recovery operations; producing reports from queries; and implementing policies and procedures for the management, security, maintenance, and use of the database systems.

Software/Tool: C# .NET, MVC 4, LINQ, jQuery, Ajax, HTML5, Microsoft SQL Server 2012/14/16 & Microsoft TFS

**Department of Motor Vehicles, State of CA, Sacramento, CA
Lead Developer**

Dec '14 – Aug '17

Responsibilities:

- Prepared physical design and technical spec documents for creating new web services.
- Created 3 new WCF services to retrieve data from DB2.
- Implemented caching and informational message passing in the new WCF services.
- Implemented the service operations to contain custom response objects which contain data and customized informational messages.
- Implemented data gateways to direct multiple service operations to various datasources.
- Implemented service operation enforcement by operation name and division support.
- Enhanced the performance of 2 existing web services by eliminating datatables and datasets and replacing them by data readers.
- Changed the security settings to enable message mode security in all the web services.
- Implemented test driven development.
- Used Component One Studio for win forms to create flexgrids for AIM application.
- Created new WPF forms to extend features for AIM and WTD applications.
- Implemented menu options driven by XML config files.
- Implemented IBM DB2 application blocks for .Net.
- Used TFS for version control.
- User Harvest All Fusion for code deployment to various environments.
- Conducted code reviews and implemented TJX best practices.

Environment: ASP.NET 4, C#.NET, ADO.NET, WCF, XML, TFS, WinForms, PHP, Visual Studio Team System 2010, DevExpress 10 , MYSQL, MS SQL 2008R2, Visual Studio Team Developer 2005, Windows 7

**Department of Labor, State of NV, Reno, NV
Lead Developer**

Oct 10 – Nov 14

Responsibilities:

- Gathered requirements after extensive interactions with the client.
- Created use cases, functional and technical specification documents.
- Designed the architecture of the HDL tool using Smart Client factory.
- Created a WCF service to handle file transfers from the end customer's servers to Cornerstone's servers. With Service contracts for data transfer and data contracts for required/default data from the end customer.
- Used ADO.Net as middleware
- Data flow was modeled using workflow designer and flowcharts in WWF
- Used datasets to store the customer text files. These dataset objects were used to perform data integrity checks and type validation checks.
- Designed the logic to perform data integrity checks.
- Created business rule filters to load the validated data into Cornerstone's databases.
- Created the tool GUI using WPF and Winforms.
- Datagrid concepts were used to display the data from datasets and perform validation checks on the data.
- Implemented Background worker method to separate worker and presentation threads.
- Deployed application code from DEV to STAGE and LIVE servers.
- Followed agile development methodology.
- Used TFS for source control

Environment: ASP.NET, C#.NET, ADO.NET, WCF, XML, TFS, WinForms, Visual Studio Team System 2010, DevExpress 6,10 , MS SQL 2008R2, PHP, Visual Studio Team Developer 2005, Windows 7, IBM Websphere, DevExpress

**TJX Companies, Inc Framingham, MA
Software Engineer**

May '10 – Sep '10

WTD – Week To Day is a windows desktop application which generates analytic reports based on Weekly and monthly metrics. The WTD reports contain shipping, distribution and merchandizing information for the requested time period.

AIM – Automated Instructions Manager is a windows application which helps the distribution department make optimized distribution decisions based on the supply and demand data. The AIM application makes decisions based on location of the physical stores, proximity of the stores to distribution centers and demand for merchandize based on locations.

Environment: ASP.NET 3.5,3.0,2.0, C#.NET, ADO.NET, WPF, WCF, XML, HTML, TFS, Winforms, Visual Studio Team System 2008, Harvest, ComponentOne Studio, IBM DB2, MS SQL 2005, Visual Studio Team Developer 2005, Rumba, MS- Visio, Microsoft Enterprise Library 4.1.

**Cornerstone On Demand, Santa Monica, CA
Programmer**

Sep'09 – Dec '09

HDL upload tool: HDL upload tool: The new HDL tool was designed to replace the existing tool. The new tool addressed the limitations of the current tool such as skipping the business layer, and the inability to check data integrity, while retaining the existing functionality of type checking.

This tool was designed using WCF, WPF, and C #with Oracle 11g

Environment: ASP.NET 3.5, C#.NET, ADO.NET, Agile, WPF, WCF, XML, HTML, TFS, WinForms, SQL Server 2008, Visual Studio Team System 2008

Client: Citigroup

The project was to upgrade the Credit financial application with new features as per the business needs to the existing system. This involved major part of enhancing the existing system and analyzing the new business need to make more secure, user-friendly, and performance oriented web solution.

This application was developed using C# with SQL Server 2005 database and LINQ for database transactions.

- Developed n – tier Application with UI, Business and Data Access layers using ASP.NET, C#.NET
- Used Page and Data Caching concepts to increase the throughput of the ASP.NET Pages.
- Developed the security of the application (Windows Authentication).
- Used XML readers, Datasets and Dataviews extensively for retrieving, querying, storage, and manipulating XML data.
- Developed XML configuration editor for system configuration.
- Convert classic ASP web application to an ASP.NET 3.5 web application.
- Using Microsoft .NET XSD Tool, generated C#.NET programs to generate same XML instances representing the Core components for the model.
- Rendered XML document to an HTML using XSL and XSLT Transformations
- Used NHibernate ORM tool for Data Access Layer
- Used Visual Studio WCF approach for workflow communication.
- Used TFS for the source control, data collection, reporting and project tracking.

Environment: ASP.NET 3.5, C#.NET, Java, ADO.NET, JavaScript, WPF, WCF, SSIS, XML, HTML, DHTML, MS-Build SQL Server 2005, N-Unit, WWF, WCF, Visual Source Safe, MS-Silverlight, TFS, Microsoft Enterprise Library 2.0, Webforms, Winforms

Client: HP

Project: SWAN

- Analyzed and fixed the customer raised defects.
- Developed solutions for ENVOY IOPs in TAL.
- Developed solutions for ASYNC and BSYNC using C and C++ languages in UNIX environment.
- Performed enhancements on BSYNC protocol.
- Performed timing optimization in ASYNC protocols ATP IOP.

Environment: NSK (Non Stop Kernel), pSOS, BSYNC, C/C++, TACL, TAL, CVS, Embedded Systems, Garth, E-Garth, Inspect, E-Inspect, VCSCOM

Project: Migration of ENVOY IOP to Itanium platform

Yosemite is the next generation HP Nonstop™ Server platform. Non-Stop Tandem servers™ are porting the current customized processor logic board design to Intel® Itanium® processor board from HP. This project involves the porting of the ENVOY IOP to the 64-bit platform.

- Made Build-file changes and recompiled the whole product with new-linkers.
- Tested the products in Yosemite and UNIX platforms.
- Analyzed and fixed the customer raised defects.
- Prepared Status and Test Summary Reports.

Environment: NSK, pSOS, C, TACL, TAL, CVS, Embedded Systems, TAL, TACL, VCSCOM, CRIS

EDUCATION

Degree (AA/AS, BA/BS, MA/MS/MBA, PhD, JD)	Area of Study	School/College/University	Location	Was the degree awarded? (Yes/No)
Master of Science	Information Technology	Adhityamaan College of Engineering	India	YES
Bachelors in Engineering	Information Technology	Adhityamaan College of Engineering	India	YES

EMPLOYMENT HISTORY

DataCore Systems, Philadelphia, PA
Projects Handled –

July 2015 – Current

Department of Records (DOR), Philadelphia
Sr. Developer

Project: City of Philadelphia Department of Records for extracting Traffic Accident Reports

Responsibilities:

- Design develop and implemented web-based application using **ASP.NET MVC** using C#
- Implementing client-side AJAX method for exchange data with the server without refreshing the page.
- Create the build definition and release definition to publish the DOR package in Microsoft **Azure** Government Cloud
- Database table design, Indexing, TSQL, store procedure and view in **SQL SEVER 2017**.
- Database project implemented in **visual studio 2017** for maintain the DOR database.
- working with VSTS and GIT version control.
- Dynamic search - Interact with OnBase, Traces databases through Rest Web API.
- Notification/Alerts through email.
- Migrate all pending Backlogs from existing system to current system.
- Multilingual support – This web -site content also developed in English and five other different languages.
- City own Payment Gateway (secure.phila.gov) interaction and implementation through DOR Web portal.
- Implementing AZURE BLOB storage through DOR Web portal.
- Database table design, Indexing, **TSQL**, store procedure and view in Azure SaaS model **SQL SEVER 2017**.
- Collaborate with team members (10) and provide technical leadership to teammates through development.
- Design, develop and manage on time delivery Experience with resources onshore and offshore model.
- Security implemented based upon ZAP and Rapid7 testing tools.

Environment: C#, **Visual Studio.NET 2017**, **SQL SERVER2017**, .NET Framework 4.5, Microsoft Azure Government Cloud, REST WEB API

Modernized e-file (MEF) – Department of Revenue, Philadelphia
Sr. Developer

Project: Production support and based upon current year requirement modified and developed the application

Responsibilities:

- Implementation of console application using C#.
- In production server, Total five (5) applications are run by the windows scheduler different time in a day to complete the process.

- Creation, Implementation and consuming **SOAP** services.
- Implemented transaction and log mechanism for every transaction related operation.
- Worked on Business Layer as well as database Layer.
- Worked on MEF client SDK to properly communicate with IRS gateway.
- Fixed production issues as per the requirement.
- Interaction with US client on a regular basis scrum meeting to discuss about the requirement and project development status.

Environment: C#, **Visual Studio.NET 2012**, **SQL SERVER2012**, .NET Framework 4.5, **SOAP** service, XSD, XML, XSLT, MEF Client SDK

**Philadelphia Sweeten Beverage Tax – Department of Revenue, Philadelphia
Sr. Developer**

Project: Sweeten Beverage Tax

Responsibilities:

- Implementation of web application using **ASP.NET C#**.
- Creation, Implementation and consuming **SOAP** services.
- Implemented transaction and log mechanism for every transaction related operation.
- Implementation of code first approach with entity framework.
- Worked on UI (User interface layer), Business Layer as well as database Layer.
- Used CSS, JavaScript and various web controls to present data to users in a much comfortable environment.
- Fixed design issues in UI section as per the requirement.
- Interaction with US client on a regular basis scrum meeting to discuss about the requirement and project development status.

Environment: **ASP.NET** using C#, **Visual Studio.NET 2012**, **SQL SERVER2012**, .NET Framework 4.5, **SOAP service**, XSD, XML, XSLT

**Web Portal of City of Philadelphia – Department of Revenue, Philadelphia
Sr. Programmer**

Project: Tax Web Portal - City of Philadelphia

Responsibilities:

- Implementation of web application using C# **MVC4**.
- Creation, Implementation and consuming SOAP services.
- Implemented transaction and log mechanism for every transaction related operation.
- Implementation of code first approach with entity framework.
- Worked on UI (User interface layer), Business Layer as well as database Layer.
- Used CSS, JavaScript and various web controls to present data to users in a much comfortable environment.
- Fixed design issues in UI section as per the requirement.
- Interaction with US client on a regular basis scrum meeting to discuss about the requirement and project development status.

Environment: C#, **MVC4**, **Visual Studio.NET 2012**, .NET Framework 4.5, **SOAP service**, XSD, XML, XSLT

**CDI Corporation, Philadelphia, PA
Sr. Developer**

Project: MRI

Responsibilities:

- Coding, Functional Testing, Load Testing, UI Design and implementations

Environment: C#, **ASP.Net**, **Visual Studio.Net 2012**, **SQL Server 2008 R2**, REST services API, XSD schema

McRoberts Security Technologies, India
Sr. Developer

Project: Security Guard Tour

Responsibilities:

- Analyze client's business requirement and design solution framework for the web as well as mobile environment
- Manage offshore-onsite coordination and the overall project
- Perform client communication and milestone wise implementation
- Provide all technical support to the offshore development team

Environment: C#, ASP.Net, Visual Studio.Net 2010, SQL Server 2008 R2, Android SDK, WCF, Crystal report.

EDMS PVT. LTD. India
Global Logistics Management
Sr. Developer

July 2013 – June 2015

Project: Product based web application

Responsibilities:

- Understand client's business requirement and developed application using **MVC4**
- Skills: **MVC4**, Javascript, Jquery, Web Services, **SOAP/XML**, Notification/Push service, **Sql Server 2008**

Environment: SQLServer2005/SQLServer2008, Visual Studio, Windows, IIS

EDMS PVT LTD, India
Client: JOHNSON & JOHNSON/TEXTRON/LOSALAMOS
Developer

April 2009 – June 2013

Project: Online tracking system (Environmental safety and security) (Product based web application)

Responsibilities:

- Module Development
- Writing of Store Procedure
- Module Integration
- Unit Testing and defect rectification
- Collect, prepare and report the metrics data to PM/QM

Environment: ASP.NET using C#, Web Services, SOAP/XML, Notification/Push service, SQL SERVER , Windows 2003, Visual Studio, Windows, IIS, ASP.Net



Purchasing Division
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 13:30:00	CRFQ 1300 STO2000000002	1

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:

SWIFT STRATEGIC SOLUTIONS INC
 17744 Skypark Circle, Ste 295,
 Irvine, CA 92614

 949.748.6334 (Phone)

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X Navindar Kuar, CEO

FEIN # 46-0807544

DATE June 7th, 2020

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

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 322 70TH ST SE		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	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
3	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Three (3) Month Renewal Option
Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
4	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

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
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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

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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.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: 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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

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

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed 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 to ONE (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 within _____ days.

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

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

Other: See attached.

4. 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

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

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

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

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

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

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

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

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

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]

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

N/A _____ for _____

Liquidated Damages 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

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

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

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

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

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

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

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

38. 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 pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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) Navindar Kuar, CEO

(Printed Name and Title) Navindar Kuar, CEO

(Address) 17744 Skypark Circle, Ste 295, Irvine, CA 92614

(Phone Number) / (Fax Number) 949.748.6334/732.326.1004

(email address) navin@s3staff.com

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.

SWIFT STRATEGIC SOLUTIONS INC

(Company)
Navindar Kuar, CEO

(Authorized Signature) (Representative Name, Title)
Navindar Kuar, CEO

(Printed Name and Title of Authorized Representative)
June 7th, 2020

(Date)
949.748.6334/732.326.1004

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

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 SQL 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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

- 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 70th 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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

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.

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

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: Navindar Kuar
Telephone Number: 949.748.6334
Fax Number: 732.326.1004
Email Address: navin@s3staff.com

REQUEST FOR QUOTATION
Supplemental Staffing for Microsoft Application Development

**EXHIBIT A
 PRICING PAGE**

Quantities listed below are estimates only 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 – Individual # 1

2,000 hours (estimate)	x	\$ <u>90.00</u> hourly rate	=	\$ <u>180,000</u> annual cost (a)
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Year 1 – Individual # 2

2,000 hours (estimate)	x	\$ <u>90.00</u> hourly rate	=	\$ <u>180,000</u> annual cost (b)
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Year 2 – Optional Renewal Term (Three Month Cycles) – Individual # 1

500 hours (estimate)	x	\$ <u>90</u> hourly rate	=	\$ <u>45,000</u> each 3-month cost
---------------------------------	----------	--------------------------	----------	------------------------------------

Year 2 – Optional Renewal Term (Three Month Cycles) – Individual # 2

500 hours (estimate)	x	\$ <u>90</u> hourly rate	=	\$ <u>45,000</u> each 3-month cost
---------------------------------	----------	--------------------------	----------	------------------------------------

Award will be based on the total cost of Year 1 for both individuals.

Total Cost for Supplemental Staff (a+b)

360,000

\$ _____

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 exceeds 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:

Vendor's Name: SWIFT STRATEGIC SOLUTIONS INC

Authorized Signature: Navindar Kuar, CEO Date: June 7th, 2020

State of _____

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 received)

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

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

SWIFT STRATEGIC SOLUTIONS INC

Company

Navindar Kuar, CEO

Authorized Signature

June 7th, 2020

Date

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



Purchasing Division
 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:

SWIFT STRATEGIC SOLUTIONS INC
 17744 Skypark Circle, Ste 295,
 Irvine, CA 92614

 949.748.6334 (Phone)

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X Navindar Kuar, CEO

FEIN # 46-0807544

DATE June 7th, 2020

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

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 TREASURERS OFFICE 322 70TH ST SE		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	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
 Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
 Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
3	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Three (3) Month Renewal Option
Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
4	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Three (3) Month Renewal Option
Individual 2

SOLICITATION NUMBER: STO2000000002

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:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 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 box next to each addendum received)

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

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

SWIFT STRATEGIC SOLUTIONS INC

Company

Navindar Kuar, CEO

Authorized Signature

June 7th, 2020

Date

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



Purchasing Division
 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

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

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:
 SWIFT STRATEGIC SOLUTIONS INC
 17744 Skypark Circle, Ste 295,
 Irvine, CA 92614
 949.748.6334 (Phone)

FOR INFORMATION CONTACT THE BUYER
 Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X Navindar Kuar, CEO FEIN # 46.0807544 DATE June 7th, 2020

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

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 TREASURERS OFFICE 322 70TH ST SE		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	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
3	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Three (3) Month Renewal Option
Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
4	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
Three (3) Month Renewal Option
Individual 2

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:

- 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 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
CRFQ 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 ten-hour 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?

Answer: 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?

Answer: 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?

Answer: 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?

Answer: 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

Answer: 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

Answer: 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)?

Answer: Addenda and final solicitation documents may be found by visiting www.wvOASIS.gov 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?

Answer: 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?

Answer: 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?

Answer: No, the services may not be done from abroad. You may view this solicitation and others, by visiting www.wvOASIS.gov 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?

Answer: 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 mailed 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?

Answer: Questions were due 5/22/2020. Vendors submitting questions are generally notified when an Addendum is finalized. Vendors should always check www.wvOASIS.gov 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 box next to each addendum received)

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

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

SWIFT STRATEGIC SOLUTIONS INC

Company
Navindar Kuar, CEO

Authorized Signature
June 7th, 2020

Date

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



Purchasing Division
 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

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

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:

SWIFT STRATEGIC SOLUTIONS INC
 17744 Skypark Circle, Ste 295,
 Irvine, CA 92614
 949.748.6334 (Phone)

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X Navindar Kuar, CEO

FEIN # 46.0807544

DATE June 7th, 2020

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

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 TREASURERS OFFICE 322 70TH ST SE		WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV25304	CHARLESTON	WV 25304
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary information technology software developers	2000.00000	HOUR	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Year 1 / Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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	USD 90.00	USD 180,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Year 1 / Individual 2

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
3	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Three (3) Month Renewal Option
Individual 1

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE		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
4	Temporary information technology software developers	500.00000	HOUR	USD 90.00	USD 45,000

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

Three (3) Month Renewal Option
Individual 2

STO2000000002	Document Phase Final	Document Description Addendum No 2 Supplemental Staffing for Microsoft Applicatio	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions