



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 8

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

Procurement Folder: 715719

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0225

Vendor ID: VS0000029955

SO Doc ID: PB2100000001

Legal Name: BTP Technologies, LLC.

Published Date: 8/18/20

Alias/DBA: BTP Technologies, LLC.

Close Date: 8/19/20

Total Bid: \$0.00

Close Time: 13:30

Response Date: 08/19/2020

Status: Closed

Response Time: 13.24

Solicitation Description: Addendum No. 4 MICROSOFT DYNAMICS GP &amp; RELATED

Total of Header Attachments: 8

Total of All Attachments: 8



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

State of West Virginia  
Solicitation Response

Proc Folder : 715719

Solicitation Description : Addendum No. 4 MICROSOFT DYNAMICS GP & RELATED LICENSES

Proc Type : Central Contract - Fixed Amt

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-08-19 13:30:00	SR 0225 ESR08192000000001085	1

VENDOR

VS0000029955

BTP Technologies, LLC.

BTP Technoloies, LLC.

Solicitation Number: CRFQ 0225 PEI2100000001

Total Bid : \$0.00

Response Date: 2020-08-19

Response Time: 13:24:37

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	MICROSOFT GP Related Software	0.00000	EA	\$924,090.000000	\$0.00

Comm Code	Manufacturer	Specification	Model #
43231512			

Extended Description :

ENTER TOTAL BID AMOUNT FROM EXHIBIT A PRICING SHEET HERE



## EXHIBIT A - PRICING PAGE - Modified for Addendum 4

The costs listed are considered firm during the awarded contract. Ancillary expenses (travel, meals, lodging, etc) are to be included in proposed rates and will not be paid directly. Additional copies of this page should be used in the event that the Vendor intends to include price adjustments over the initial Contract term (5 years).

Spec Item Ref	Item	Est. Qty	Year One through Five (Cost per Qty)	Extended Cost Year 1-5	Year Six (optional renewal)	Extended Cost Year 6	Year Seven (optional renewal)	Extended Cost year 7	Year Eight (optional renewal)	Extended Cost Year 8	Extended Cost Years 1 - 8
4.1	<b>License Renewal Fees</b>										
4.1.1	Dynamics GP	16	\$ 761.75	\$ 60,940.00		\$ -		\$ -		\$ -	\$ 60,940.00
4.1.2	eOne	1	\$ 1,400.00	\$ 7,000.00		\$ -		\$ -		\$ -	\$ 7,000.00
4.1.3	Professional Advantage	1	\$ 1,280.00	\$ 6,400.00		\$ -		\$ -		\$ -	\$ 6,400.00
4.1.4	Merit Solutions - 1 License	1		\$ -		\$ -		\$ -		\$ -	\$ -
4.1.5	<b>Software Maintenance and Support Services*</b>										
4.1.5.1	Upgrade services (per upgrade)	1	#####	\$ 66,000.00		\$ -		\$ -		\$ -	\$ 66,000.00
4.1.5.2	Patch installation (per installation)	5	\$ 9,900.00	#####		\$ -		\$ -		\$ -	#####
4.1.5.3	Functional requirement development cost (per hr)	250	\$ 165.00	#####		\$ -		\$ -		\$ -	#####
4.1.5.4	Performance issue and support ticket consulting services by criticality (per hour)										
	Low	80	\$ 165.00	\$ 66,000.00		\$ -		\$ -		\$ -	\$ 66,000.00
	Moderate	48	\$ 165.00	\$ 39,600.00		\$ -		\$ -		\$ -	\$ 39,600.00
	High	40	\$ 165.00	\$ 33,000.00		\$ -		\$ -		\$ -	\$ 33,000.00
	Critical	32	\$ 165.00	\$ 26,400.00		\$ -		\$ -		\$ -	\$ 26,400.00
4.1.5.5	User training (per hour)	200	\$ 165.00	#####		\$ -		\$ -		\$ -	#####
<b>TOTAL BID AMOUNT</b>											<b>#####</b>

\*Payable as service rendered

Contract will be evaluated on TOTAL BID AMOUNT but **only awarded on** years 1-5.

Renewal options for years 6, 7, and 8 will be initiated by the Agency, agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

# GERALD B. BUENAFE

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4001 Westfax Dr, Chantilly, VA 20151 ♦ 703-906-9407 ♦ gbuenafe@btptek.com

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## EXECUTIVE SUMMARY

Over 20 years of experience in designing and developing windows and web-based solutions that seamlessly integrate with back end accounting packages like MS Dynamics GP. Detail-oriented problem solver with excellent interpersonal skills to work well individually and in a team environment. Ability to apply analysis and structure to each new initiative, while directing internal and external teams to achieve success.

## CORE COMPETENCIES

- Project Leadership and Strategic Planning
- Programming – *Visual Basic For Applications, SQL Scripting*
- Database Development - *MS SQL Server, MS Access*
- Reporting – *SSRS (SQL Reporting Services), Crystal Reports*
- Analysis - *SSAS*
- Business Software – *Microsoft Dynamics (Great Plains), Microsoft Office*
- Operating Systems – *Windows*

## PROFESSIONAL EXPERIENCE

### **BTP Technologies, LLC** **Principal Software Engineer**

**August 2011 - Present**

Responsible for running the ERP Implementation and Support division of BTP.

- Subway
  - Designed a SSAS Data Warehouse solution for Subway that could analyze data coming in from around the world in different currencies. Deal with very large volumes of data in different formats from several different data sources.
  - Designed and help developed a financial management tool to create Financial Statements and render to SSRS for global consumption.
  - Designed and help developed an AA Management Tool to add additional fields that are not available in Dynamics GP, create AA datasets in GP and published the datasets to the cube and the Financial Management Tool.
  - Designed how to report on Functional, Corporate and Local Amounts Currency in the reporting and in the cube.
  - Designed and help build a reporting tool for all Franchisees.
  - Dynamics GP upgrade planning and testing from GP2010 to GP2018 for 100+ companies – Ongoing
  - Implementation of Sales Order Processing and Purchase Order Processing
  - Continued ERP Support and Implementation
- Arabella Advisors/New Venture Funds
  - Convert the Analytical Accounting designed into Project Dimensions
  - Designed and help developed a Financial Reporting on SSRS that is being used within the Continental US
  - Designed and help developed a Cash Available reporting using the Financial Management Tool and published in SSRS
  - Designed a GP-Addin for Project Accounting for Revenue Recognition
  - Build a data warehouse for Invoices Paid and Unpaid
  - Help the integration with outside AP system to get imported to GP
- Pan American Development Foundation

- Implementation of Timesheet System that connects to Project Accounting
- Build Financial Reports for Countries by Project
- BTP Technologies LLC
  - Designed and help developed Loan Management System
  - Designed Timesheet Application that will be linked to General Ledger and Analytical Accounting
  - Designed and help in the development of BTP IMPORT to import data with validation to Dynamics GP.
  - Designed and help developed Bank/Credit Card import that can create Accounts Payable and Bank Transactions for Microsoft Dynamics GP
  - Migration of Clients from Quickbooks to Dynamics GP and helped developed a tool to read Quickbooks data for migration.
  - Designed a Mobile Application for Taekwondo Tournament Scheduling, Registration and Scoring
  - Manage the ERP Support Team.

**GPC Systems, Inc.**  
**ERP Software Consultant**

**June 2001 – July 2011**

Responsible for Implementation and Support of Microsoft Dynamics GP

- Subway
  - ① Designed and help build SSAS Data Warehouse for Subway Franchising
  - ① Implementation of Analytical Accounting
  - ① Designed and help build third party GP-Addins
  - ① Dynamics GP Upgrade for 100+ companies
- AERO International
  - ① Implementation of Dynamics GP with Sales Order and Purchase Order Processing
  - ① Modified Dynamics GP using Modifier and Visual Basic Applications to extend the capability of Dynamics GP
  - ① Build Reports using Crystal Reports
- Elizabeth Glaser Pediatric Aids Foundation
  - ① Implementation of Dynamics GP with Analytical Accounting
  - ① Design Analytical Accounting Dimensions
  - ① Design and help developed SSAS Cubes for Reporting
  - ① Design and help developed Trial Balance Reports without closing the years and published to Reports Manager
  - ① Responsible in providing datasets from GP for Contracts and Grants Information System
  - ① Help developed the queries coming from GP for the Solver BI360
  - ① Help in the development for Budget Information System
- Pan American Development Foundation
  - ① Implementation of the redesign of chart of accounts for easier reporting for Dynamics GP
  - ① Dynamics GP upgrades for Colombia, Haiti and HQ
  - ① Design and Implementation of integrating transactions from Haiti and Colombia sites to HQ
- GPC Systems Inc
  - ① ERP Support and Implementation
  - ① Custom Reporting for Clients
  - ① Help building Easy E BankRec
  - ① Handled Support and implementation for various customers

**Systems Technology Research Corporation**  
**ERP Software Consultant/Developer**

**May 1996 – May 2001**

- Implementation and Support for Great Plains (Btrieve/CS+)
- Developed Fixed Assets System Connected to Btrieve
- Handled multiple clients for custom reporting using Crystal Reports

#### **EDUCATION**

- **Bachelors of Science in Computer Science**  
Saint Louis University (Baguio City Philippines)  
[Graduated with Honors, Summa Cum Laude]

**1997-1998**

# Andy J. Pirnik

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16512 Gaines Road ♦ Broad Run, VA 20137 ♦ 571-261-5544 ♦ apirnik@gmail.com

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## EXECUTIVE SUMMARY

I have over 20 years of technical experience with networking systems and technical support, including networking concepts, systems support, systems evaluation, systems implementation, network design and architecture. I have a strong understanding of networks and their equipment, protocols and services. I have worked within the military, federal government and private sectors. For the past 15 years, I have focused exclusively on the private sector and the prospective network systems and troubleshooting. I have performed or assisted in numerous system designs, upgrades and implementations from simple network connectivity to complete system implementation, including email, web, security and client user configurations.

## CORE COMPETENCIES

Microsoft Windows Desktop/Server OS  
Virtual Server/Hyper-V  
Checkpoint Firewall-1  
Network Architecture  
Office 365

Microsoft SQL  
Cisco ASA  
Microsoft SharePoint  
System Security  
Microsoft Azure

Microsoft Exchange  
Cisco Routers  
System Design  
Microsoft Visio

## CERTIFICATIONS

Microsoft MCSE + I Certification

Citrix CSA

Cisco CNA

Novel CNE

## PROFESSIONAL EXPERIENCE

**BTP Technologies, LLC.,** Chantilly, Virginia

**(2011 – Present)**

***Principal***

- ♦ One of three owners. Responsible for systems and operations of business as well as project management of various sizes of projects. Managed 14 different people at various stages. Managed data center with several fully hosted clients and many partial hosted with connectivity to their on-premise facility. Setup and managed Office365 for clients and Microsoft Azure for cloud offerings. Worked both on-premise and hybrid environments. Assisted with running business operations and personnel management.

**GPC Systems, Inc.,** Vienna, Virginia

**(1999 – 2011)**

***Director, Network Services***

- ♦ Head Engineer, overseeing all internal and client projects and support. Performed necessary configuration and programming of routers and associated monitoring tools of a LAN/WAN. Performed necessary planning, setup and configuration of telephony systems, i.e. Fiber, T1, ISDN and Frame Relay. Performed necessary configuration and maintenance of Citrix and Microsoft Terminal Server software and applications. Responsible for the programming and configuration of Ascend, Checkpoint and Cisco firewalls and VPNs. Performed configuration and programming of network switches/hubs, VLANs. Installed and configured HP Open View Network Node Manager and recently Microsoft Systems Center Operations manager. Responsible for company and client

email systems, including setup, security and client messaging using Microsoft Exchange versions 5.0 through 2007. Setup, maintained, monitored and troubleshot complex network environment including IIS, Exchange, SQL, SharePoint, VMware, Virtual Server, and Hyper-V.SMS. Performed installation of HP Servers, including Fiber Channel disk arrays. Windows NT 4 through Windows 2008 testing and migration, including Active Directory configurations and maintenance. Designed and configured SAS and NAS storage arrays for various purposes, including fiber connections and iSCSI interfaces. Built and maintained SharePoint server farm with all security, internal and external access and various client portals and web parts for distribution of client information. Conducted system audits for clients and proposed solutions for identified issues.

**Banyan Systems, Inc., Westboro, Massachusetts**

**(1998 –1999)**

***Senior Consultant***

- ◆ Banyan migration to Windows NT 4.0 using Street Talk for NT at various Comptrollers of the Currency locations nationally. Banyan mail migration to Exchange Server 5.5. Installation of Compaq servers w/ RAID configurations.
- ◆ Novell 3.12 migration to Windows NT. MS Mail migration to Exchange Server 5.5. Setup of Great Plains Dynamics on SQL 6.5 server for accounting department. Installation of HP servers w/ RAID configurations.

**Software Control International, Inc., Arlington, VA**

**(1996 – 1998)**

***Senior Systems Analyst***

- ◆ Installed, configured and provided support for 290 Banyan Vines and Windows NT LAN/WAN servers and 13000+ users within USAID. Performed troubleshooting techniques including modification at Unix base on Vines servers. Created and maintained MIBs for SNMP Installation on all servers in agency. Maintained DNS on NT Servers. Responsible for mail gateway administration, including setup, alias maintenance and troubleshooting. Conducted Y2K testing for NT server platforms and software. Provided advanced support to Information Technicians and System Administrators. Aided in migration of Windows NT and Windows 95 within Vines network, including writing detailed installation/upgrade instructions. Configured and maintained CD Servers within entire Agency. Assisted in R&D of Microsoft Office 97, Windows 95 and Anti-Virus software for NT migration. Aided overseas missions with upgrade and migration to Windows 95 and Windows NT.

**United States Marine Corps**

**(1986 – 1996)**

***Sergeant***

- ◆ Installed and configured units LAN servers and workstations for approximately 100 node LAN. Provided end-user support for software and technical problems for up to 200 users. Primary duties included server maintenance, managing user accounts, print servers and security control. Performed hardware upgrades, installs and repairs on various types of workstations and servers. Tested and equipped systems prior to installation in departments. Ensured management and daily backups of servers. Configured and managed units mail service. Provided continuous technical support for all users in LAN via telephone or onsite aid. Direct management and supervisor of 30-40 personnel. Responsible for personnel training, time management and upkeep of morale and welfare. Further assigned as administrative/supply assistant and responsible for emergency purchase funds, material research and procurement. Interacted with distributors to ensure accurate and timely supplies were shipped and received. Maintained detailed computerized inventory of

over \$600 thousand of gear and equipment. Directed small unit personnel on numerous combat missions during Operations Desert Shield and Desert Storm.

#### **EDUCATION**

##### **Example**

- ◆ **Courses towards Bachelor Science in Information Technology**, Strayer University, Woodbridge, VA
- ◆ **Courses towards Associate Degree** (General Studies), Northern Virginia Community College, Woodbridge, VA



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

State of West Virginia  
Request for Quotation  
21 - Info Technology

Proc Folder: 715719

Doc Description: MICROSOFT DYNAMICS GP & RELATED LICENSES

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-23	2020-08-06 13:30:00	CRFQ 0225 PEI2100000001	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:

VENDOR: BTP TECHNOLOGIES, LLC.  
ADDRESS: 4001 WESTFAX DR. SUITE H  
CHANTILLY, VA 20151  
PHONE: 703 760-9700

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X

FEIN #

45-1672173

DATE

8/19/2020

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



**Request for Quotation**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Agency (PEIA) to establish a contract for software maintenance and support of the following licenses, which PEIA currently own and use:  
 Microsoft GP 2016 ; eOne; Professional Advantage; and Merit Solutions, per the Specifications, Bid requirements and Terms and Conditions as attached hereto.

INVOICE TO		SHIP TO	
PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST SE CHARLESTON WV25304 US		PUBLIC EMPLOYEES INSURANCE STE 2 601 57TH ST, SE CHARLESTON WV 25304 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	MICROSOFT GP Related Software	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43231512			

**Extended Description :**

ENTER TOTAL BID AMOUNT FROM EXHIBIT A PRICING SHEET HERE

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: 07/28/2020 @ 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: Microsoft Dynamics GP & Related Licenses  
BUYER: Melissa Pettrey, Senior Buyer  
SOLICITATION NO.: CRFQ PEI2100000001  
BID OPENING DATE: 08/06/2020  
BID OPENING TIME: 1:30 P.M.  
FAX NUMBER: 304-558-3970

Revised 01/09/2020



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:** 08/06/2020 @ 1:30 P.M.

**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:** This Contract becomes effective on 11/2/2020 and extends for a period of FIVE (5) 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 Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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

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

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

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

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

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

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

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

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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: \$1,000,000.00 per occurrence.

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

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

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

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.000 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.

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**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](mailto: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 hearth, 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.

ANDY PIRNIK / PRINCIPAL  
(Name, Title)

(Printed Name and Title)

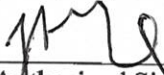
4001 WESTFAX DR STE H CHANTILLY VA 20151  
(Address)

703 760 9700  
(Phone Number) / (Fax Number)

apirnik@btptek.com  
(email address)

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

BTP TECHNOLOGIES, LLC.  
(Company)

 GERALD BUENAFE / PRINCIPAL  
(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

08/19/2020  
(Date)

703 906 9407  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Agency (PEIA) to establish a contract for software maintenance and support of the following licenses, which PEIA currently own and use:

Microsoft GP 2016  
eOne  
Professional Advantage  
Merit Solutions

**1.1. Dynamics GP Overview:**

- 1.1.1. PEIA utilizes the Dynamics GP (GP) application to administer financial reporting and accounts receivable in an integrated system.
- 1.1.2. For financial reporting, there are two separate agencies/companies maintained in GP. The active employee membership is maintained in the PEIA company and retirees are maintained in the RHBT company. All applicable financial transactions must be maintained separately for generally accepted account principle purposes as it pertains to active and retirees.
- 1.1.3. Each policyholder is deemed an account in GP.
- 1.1.4. GP maintains two terabytes of data and processes 25 to 30 thousand transactions each day.
- 1.1.5. GP has a real-time integration with a custom built DB2 database application written in COBOL known as the Benefits Administration System (BAS) to maintain member eligibility data and generate premium billing to receive billing data. Biztalk middleware software is utilized for this process.
- 1.1.6. GP is also integrated with a custom built cold fusion website that provides agencies the ability to review and pay their billing through the online application. Premium information from GP is also available in Dynamics CRM via integration.
- 1.1.7. Please reference Attachment B for summary graphical representation of GP and interfaces.



**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

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- 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 “Business Associate”** means an entity that provides an administrative function and/or service on behalf of a covered entity as defined in 45 CFR §§164.502(e), 164.504(e), 164.532(d) and (e) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 2.2 “CICS”** means Customer Information Control System, a transaction server that runs primarily on IBM mainframe systems.
- 2.3 “COBOL”** means Common Business Oriented Language, a computer programming language designed for business applications.
- 2.4 “DB2”** means the family of IBM database server products developed by IBM.
- 2.5 “GP”** means Microsoft Dynamics Great Plains.
- 2.6 “HIPAA”** means the Health Insurance Portability and Accountability Act of 1996.
- 2.7 “Licenses”** means Agency’s licenses to utilize the software requested in this RFQ.
- 2.8 “OT”** means the West Virginia Office of Technology.
- 2.9 “PEIA”** means the West Virginia Public Employees Insurance Agency.
- 2.10 “Performance Issue by criticality designation”:**  
    **“Low”** means an identified issue requiring resolution that PEIA determines has low urgency and is unlikely to impact agency operations within 10 business days.  
  
    **“Moderate”** means an identified issue requiring resolution that PEIA determines has moderate urgency and is unlikely to impact agency operations within 7 business days.  
  
    **“High”** means an identified issue requiring resolution that PEIA determines has high urgency and is likely to interrupt agency operations within 2 days.  
  
    **“Critical”** means an identified issue requiring resolution that PEIA determines is likely to interrupt current agency operations and must be resolved within hours, no more than 24, to ensure critical processes are not interrupted.
- 2.11 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the software maintenance and support.

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

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- 2.12 “RHBT” means the Retiree Health Benefit Trust Fund.
- 2.13 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.14 “SRS” means Supplemental Reporting System SQL Server Reporting Services.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the qualifications listed below. Compliance will be determined prior to contract award by the State through documentation provided by the Vendor with its bid or upon request, Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission but may be requested after bid opening and prior to contract award.
- 3.1. Vendor must be authorized to provide software maintenance and support for all four (4) of the Licenses listed in this RFQ.
- 3.2. Vendor must provide documentation that they are a Microsoft Certified Business partner specializing in GP.
- 3.2.1. Vendor personnel assigned to project must have experience performing integrated GP maintenance. Vendor must describe the project for which experience was gained as evidenced by submitting at least three (3) verifiable references from previous and/or current customers that they identify the type(s) of work performed. Potential vendors must verify that they meet the Qualification Requirements by completing the Vendor Reference Table included in Attachment F of this RFQ. Vendor will complete all sections of Attachment F and should submit it with the bid. However, this document will be required prior to contract award.
- 3.2.2. Vendor personnel must have proficiency and knowledge of GP and have the ability to ascertain the implications of maintenance on the many integrating programs with GP. Vendors responding to this CRFQ must provide a resume for all project employees as well as documentation of degrees and applicable certifications and must include the following information:
- 3.2.2.1. GP/training certification
- 3.2.2.2. Sequel Server training certification

**4. MANDATORY REQUIREMENTS:**



**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

---

**4.1. Software Maintenance and Support:** Vendor must provide maintenance and support for the Licenses as follows:

4.1.1. Sixteen (16) GP Licenses must be covered by maintenance and support.

4.1.2. One (1) eOne license must be covered by maintenance and support.

4.1.3. One (1) Professional Advantage license must be covered by maintenance and support.

4.1.4. One (1) Merit Solutions license must be covered by maintenance and support.

4.1.5. Maintenance and support must be provided for five (5) years with three optional one (1) year renewals. Vendors must provide pricing for the following services, to be rendered as needed and be payable after completion of the service.

4.1.5.1. Upgrade services (Estimated quantity, 1 per year or less)

As new versions of the software are released by GP the vendor will gain access to the GP server and load the new version to keep licenses up to date with the most currently supported versions. The upgrade will first be performed in the GP test environment to allow for confirmation of proper GP functionality and integrated application functionality. Upgrades must take place outside of standard business hours to minimize interruption to PEIA operations. Vendors should provide a Per Job Rate for upgrade services.

4.1.5.2. Patch installation (Estimated quantity, 5 per year)

As GP releases software patches to the software the vendor will gain access to the GP server and install the patches to correct any software weaknesses. Vendors should provide a Per Job Rate for patch installations.

4.1.5.3. Functional requirement development (Estimated quantity, 250 hours per year)

Vendor will assist PEIA in developing processes and appropriately organizing data files for PEIA needs. Details are outlined in section 4.2.1 and 4.2.2 of this RFQ. Vendors should provide a Per Hour Rate for functional requirement development. Quantities are provided as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied.



**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY  
Microsoft Great Plains and Related Software Maintenance and Support**

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- 4.1.5.4.** Performance issue and support ticket consulting services with an emphasis on timely resolutions based on degree of criticality reported by the PEIA (Estimated quantity, 200 hours per year).

Vendor will receive software errors and issue notifications from PEIA staff and respond/correct accordingly. Details are outlined in section 4.2.3 of this RFQ. Vendors should provide a Per Hour Rate for performance issue and support ticket consulting services. Quantities are provided as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied.

- 4.1.5.5.** User training (Estimated quantity, x hours per year)

Vendor will provide training as needed to PEIA employees. Details are outlined in section 4.2.4 of this RFQ. Vendors should provide a Per Hour Rate for User training. Quantities are provided as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied.

- 4.1.6.** Current maintenance and support began on 9/20/2016 and expires/expired on 11/1/2020.

- 4.1.7.** Maintenance and Support under the initial term of this Contract will be for the period beginning on 11/2/2020 and ending on 11/1/2025. Each subsequent term, if any are authorized by the parties, will run consecutively to the prior term.

- 4.1.8.** Reinstatement fees for lapsed support must be included in the first year of maintenance and support costs, if applicable.

- 4.1.9.** Vendor must provide a copy of all applicable maintenance and support agreements prior to contract award for review and approval by the State of West Virginia.

- 4.2. Functional Requirements of GP:** Vendor must provide development services, guidance, user training and technical expertise to accomplish the following:

- 4.2.1.** Implement standard GP Roles and Tasks for user security.

- 4.2.2.** Implement cash GP reconciliation tool through integration with cash transactions file from wvOASIS. Under the current monthly process existing GP Bank Reconciliation tools are not being utilized. User knowledge gaps exist pertaining to the system settings and functionality of the existing GP Bank Reconciliation tool. Vendor training of users and implementation oversight will be necessary.

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

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- 4.2.3. Troubleshoot GP issues pertaining to reoccurring general ledger entries, and receivable ledger and sub ledger balance discrepancies. Currently, financial users are having trouble understanding why the subledgers and general ledgers are not reconciling to the same balances; specifically, for Accounts Receivable. The *Historical AR Aging Report* and the General Ledger balances for Accounts Receivable also have discrepancies. Knowledge gaps exist to identify the discrepancies between the ledgers. If tools exist to remedy these discrepancies, users need training. Additionally, although GP has reoccurring JE functionality users are experiencing duplication of entries posted and missing journal entries when they use reoccurring journal options within the General Journal Entry Transactions window. These errors require manual correction. Vendors will need to troubleshoot and remedy the reoccurring JE issues.

The vendor must receive support ticket requests and commit to a turnaround time for resolution based on the indicated urgency level of the request. At times the Financial Controllers experience systems errors, batch posting issues, or Management Reporter loss of functionality near the cutoff for month end Financial Reporting deadlines. Issues that arise near month end that prohibit PEIA from finalizing Financial Reports until resolved, for example, would be considered a critical ticket request from PEIA. A critical support ticket request needs a resolution as soon as possible to facilitate meeting other critical operations and Legislative mandated deadlines governed by WV Code. Vendors must be able to meet the following resolution timeline based on degrees of criticality as reported by PEIA:

Degree of Criticality	Resolution Timeframe from Ticket Submission	Estimated Annual Hours*
Low	Within 10 Business days	80
Moderate	Within 7 Business days	48
High	Within 2 Business days	40
Critical	Hours to 1 Business day	32

\*Vendors should provide a single Hourly Vendor Rate for support ticket work. The Quantities are provided as an estimate only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied.

- 4.2.4. Identify knowledge gaps in system functionality and provide training to users and implement system settings adjustments to improve functionality and streamline processes. Vendor should discuss current processes in GP with users to determine if portions of the software are not being fully utilized to the organization's benefit.



**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

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**5. CONTRACT AWARD:**

- 5.1. Contract Award:** The Contract will be awarded to the Vendor that provides the Software Maintenance and Support meeting the required specifications for the lowest total contract cost as shown on the Pricing Pages.

Vendor should provide with their bid a copy of any and all Software Terms and Conditions or licenses that the State of West Virginia or the Agency will have to agree to or accept as part of this solicitation. This information will be required before Purchase Order is issued.

Vendor should include a copy of any Maintenance Terms and Conditions or Licenses that the State of West Virginia or the Agency will be required to agree to and accept as part of this solicitation. This information will be required before Purchase Order is issued.

- 5.2. Pricing Page:** Vendor should complete the Pricing Page by inputting the respective pricing information. Maintenance & Support costs shall include annual license costs. Vendors must complete all columns of the pricing page.

Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

Vendor should enter the **TOTAL BID AMOUNT** on the commodity line in wvOASIS, if submitting electronically.

Quantities provided for support tickets are estimates only, used only for evaluating bids. No guaranteed quantity of requested hours is assumed, provided, or implied.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Service 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.

- 6.1.** Vendor deliverable deadlines are provided in the specification for support tickets based on criticality of an issue. Failure of the vendor to meet the specified deadlines, unless PEIA has provided written approval, will result in a 5% decrease to the job cost per day that the project exceeds the deadline.

- 7. PAYMENT:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

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- 8. FACILITIES ACCESS:** In the event that performance of Software Maintenance and Support requires access to Agency facilities, access cards and/or keys may be required to gain entrance. In the event that access cards and/or keys are required:
- 8.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 8.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 8.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 8.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 8.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

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**9. VENDOR DEFAULT:**

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

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

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

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

9.1.4. Failure to remedy deficient performance upon request.

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

9.2.1. Immediate cancellation of the Contract.

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

9.2.3. Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

10.1. **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: ANDY PIRNIK

Telephone Number: 703 760 9700

Fax Number: \_\_\_\_\_

Email Address: apirnik@btptek.com

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

**Attachment C**  
**HIPAA BUSINESS ASSOCIATE ADDENDUM & APPENDIX**



## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.



### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.



- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,



unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

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

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

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

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

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

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

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

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

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

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.



AGREED:

Name of Agency: BTP TECHNOLOGIES LLC

Name of Associate: GERALD BUENAFIL

Signature: [Signature]

Signature: [Signature]

Title: PRINCIPAL

Title: PRINCIPAL

Date: 8/19/2020

Date: 8/19/2020

Form - WVBA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 17  
BY [Signature]  
Patrick Morrissey  
Attorney General



## Appendix A

Name of Associate: BTP TECHNOLOGIES LLC, hereafter referred to as the GP Support and Maintenance Vendor

Name of Agency(ies): The West Virginia Public Employees Insurance Agency (PEIA)

Describe the PHI. If not applicable please indicate the same.

Per 45 CFR, Part 160.103

Health information means any information, whether oral or recorded in any form or medium, that:

- (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and:

- (1) Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - (i) That identifies the individual; or
  - (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Protected health information means individually identifiable health information:

- (1) Except as provided in paragraph (2) of this definition, that is:
  - (i) Transmitted by electronic media;
  - (ii) Maintained in electronic media; or
  - (iii) Transmitted or maintained in any other form or medium.

The information provided to, transmitted by, and/or created by the Associate and/or stored and/or maintained by the Associate in electronic form(s) on platform(s) owned, managed and/or

administered by the Associate, pursuant to the Agreement will include the minimum necessary to perform the services thereunder and will specifically include, but may not be limited to:

- a) The Associate, as the defined "Business Partner" will provide licensing and accompanying administrative, technical, and/or procedural support to the Covered Entity for the Covered Entity's "Great Plains" application(s) and/or in related applications used to support the "Great Plains" application(s).
- b) PEIA member individually identifiable health information or protected health information, including but not necessarily limited to, name(s), names of dependent(s), specific identifying information, e.g. address(es), date(s) of birth, social security number(s), policy number(s), etc. that may be viewable in the "Great Plains" application(s) and/or in related applications used to support the "Great Plains" application(s).
- c) PEIA member individually identifiable health information or protected health information necessary to allow the Covered Entity to perform their statutory business function(s) in accordance with State and/or Federal law(s) that may be viewable in the "Great Plains" application(s) and/or in related applications used to support the "Great Plains" application(s).
- d) PEIA member individually identifiable health information protected health information used in relation to interfaces with public websites and/or portals or internal websites and/or portals that may be viewable in the "Great Plains" application(s) and/or in related applications used to support the "Great Plains" application(s).
- e) PEIA member protected health information needed by and/or for other identified Business Associates in the provision of their services to the Covered Entity that involves access to protected health information.
- f) PEIA member protected health information posted to file transfer protocol (FTP) site(s) for delivery, transmission, or receipt by other Business Associate(s) of the Covered Entity(ies) that may be viewable in the "Great Plains" application(s) and/or in related applications used to support the "Great Plains" application(s).

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

**Attachment D**  
**DATA MANAGEMENT ADDENDUM & APPENDIX**



## Data Exchange – Data Management Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.



**Public Jurisdiction** means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

**Public Jurisdiction Data** means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

**Public Jurisdiction Identified Contact** means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

**Restricted data** means personal data and non-public data.

**Security Incident** means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

**Service Provider** means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

**Software-as-a-Service (SaaS)** means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,



the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its



U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) **Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) **Security Incident Reporting Requirements:** The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) **Breach Reporting Requirements:** Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.



- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any



type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations



of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up



systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any



service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.



AGREED:

Name of Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Vendor: BTP TECHNOLOGIES LLC

Signature: 

Title: PRINCIPAL

Date: 8/19/2020

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: BTP TECHNOLOGIES LLC

Name of Agency: \_\_\_\_\_

### Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes ☐  
No ☐
2. If yes to #1, does the restricted information include personal data?  
Yes ☐  
No ☐
3. If yes to #1, does the restricted information include non-public data?  
Yes ☐  
No ☐
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes ☐  
No ☐
5. Provide name and email address for the Department privacy officer:  
Name: \_\_\_\_\_  
Email address: \_\_\_\_\_

### Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:  
Name: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_



**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

**Attachment E**  
**Vendor Experience Reference Information**

**Reference #1 (Required)**

Contact Person	MIKE VIENNEAU
Position	ACCOUNTING DIRECTOR
Address	325 Sub Way
City, State, Zip	Milford, CT, 06461
Telephone Number	800-888-4848 ext. 1819
E-mail Address	VIENNEAU.M@SUBWAY.COM
Project Description	ERP - DYNAMICS GP SUPPORT, INTEGRATIONS, UPGRADES & CUSTOMIZATIONS
Project Dates	2010 - CURRENT
Personnel Assigned	GERALD BUENAFE ANDY PIRNIK RYAN GALANG LAURENCE SURAT

**Reference #2 (Required)**

Contact Person	LILIAN HU
Position	CORPORATE CONTROLLER
Address	1741 BUSINESS CENTER DRIVE SUITE 200
City, State, Zip	RESTON VA, 20190
Telephone Number	703 757 5516
E-mail Address	LHU@THOMPSONHOSPITALITY.COM
Project Description	ERP - DYNAMICS GP - SUPPORT - INTEGRATIONS - UPGRADES - CUSTOMIZATION
Project Dates	2010 - CURRENT
Personnel Assigned	GERALD BUENAFE RYAN GALANG

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

**Vendor Experience Reference Information**

**Reference #3 (Required)**

Contact Person	BERNIE FRUCTUOSO
Position	DIRECTOR OF FINANCE
Address	1889 F STREET, N.W. 2ND FLOOR
City, State, Zip	WASHINGTON DC 20006
Telephone Number	202 458 6252
E-mail Address	BFRUCTOSO@PADP.ORG
Project Description	DYNAMICS GP SUPPORT IMPLEMENTATION UPGRADE INTEGRATIONS CUSTOM DEVELOPMENT
Project Dates	2011 – CURRENT
Personnel Assigned	• GERALD BUENAFE RYAN GALANG RAMIL CAPATI

**Reference #4 (Optional)**

Contact Person	
Position	
Address	
City, State, Zip	
Telephone Number	
E-mail Address	
Project Description	
Project Dates	
Personnel Assigned	



**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

**Attachment F**  
**Vendor Personnel Resumes**

Vendor Personnel Resume

Name	
Title	
Relevant Experience	<i>see RESUME</i>
Relevant Certifications	
Education	

Vendor Personnel Resume

Name	
Title	
Relevant Experience	
Relevant Certifications	
Education	

**REQUEST FOR QUOTATION – WV PUBLIC EMPLOYEES INSURANCE AGENCY**  
**Microsoft Great Plains and Related Software Maintenance and Support**

**Vendor Personnel Resume**

Name	
Title	
Relevant Experience	
Relevant Certifications	
Education	

**Vendor Personnel Resume**

Name	
Title	
Relevant Experience	
Relevant Certifications	
Education	



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: PEI2100000001**

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)*

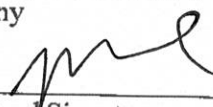
- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☒ Addendum No. 3
- ☒ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

BTP TECHNOLOGIES LLC

Company

  
Authorized Signature

8/19/2020  
Date

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

## EXHIBIT A - PRICING PAGE - Modified for Addendum 4

The costs listed are considered firm during the awarded contract. Ancillary expenses (travel, meals, lodging, etc) are to be included in proposed rates and will not be paid directly. Additional copies of this page should be used in the event that the Vendor intends to include price adjustments over the initial Contract term (5 years).

Spec Item Ref	Item	Est. Qty	Year One through Five (Cost per Qty)	Extended Cost Year 1-5	Year Six (optional renewal)	Extended Cost Year 6	Year Seven (optional renewal)	Extended Cost year 7	Year Eight (optional renewal)	Extended Cost Year 8	Extended Cost Years 1 - 8
4.1	<b>License Renewal Fees</b>										
4.1.1	Dynamics GP	16	\$ 761.75	\$ 60,940.00		\$ -		\$ -		\$ -	\$ 60,940.00
4.1.2	eOne	1	\$ 1,400.00	\$ 7,000.00		\$ -		\$ -		\$ -	\$ 7,000.00
4.1.3	Professional Advantage	1	\$ 1,280.00	\$ 6,400.00		\$ -		\$ -		\$ -	\$ 6,400.00
4.1.4	Merit Solutions - 1 License	1		\$ -		\$ -		\$ -		\$ -	\$ -
4.1.5	<b>Software Maintenance and Support Services*</b>										
4.1.5.1	Upgrade services (per upgrade)	1	\$ 13,200.00	\$ 66,000.00		\$ -		\$ -		\$ -	\$ 66,000.00
4.1.5.2	Patch installation (per installation)	5	\$ 9,900.00	\$ 247,500.00		\$ -		\$ -		\$ -	\$ 247,500.00
4.1.5.3	Functional requirement development cost (per hr)	250	\$ 165.00	\$ 206,250.00		\$ -		\$ -		\$ -	\$ 206,250.00
4.1.5.4	Performance issue and support ticket consulting services by criticality (per hour)										
	Low	80	\$ 165.00	\$ 66,000.00		\$ -		\$ -		\$ -	\$ 66,000.00
	Moderate	48	\$ 165.00	\$ 39,600.00		\$ -		\$ -		\$ -	\$ 39,600.00
	High	40	\$ 165.00	\$ 33,000.00		\$ -		\$ -		\$ -	\$ 33,000.00
	Critical	32	\$ 165.00	\$ 26,400.00		\$ -		\$ -		\$ -	\$ 26,400.00
4.1.5.5	User training (per hour)	200	\$ 165.00	\$ 165,000.00		\$ -		\$ -		\$ -	\$ 165,000.00
<b>TOTAL BID AMOUNT</b>											<b>\$ 924,090.00</b>

\*Payable as service rendered

Contract will be evaluated on TOTAL BID AMOUNT but **only awarded on** years 1-5.

Renewal options for years 6, 7, and 8 will be initiated by the Agency, agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.



## EXHIBIT A - PRICING PAGE - Modified for Addendum 4

The costs listed are considered firm during the awarded contract. Ancillary expenses (travel, meals, lodging, etc) are to be included in proposed rates and will not be paid directly. Additional copies of this page should be used in the event that the Vendor intends to include price adjustments over the initial Contract term (5 years).

Spec Item Ref	Item	Est. Qty	Year One through Five (Cost per Qty)	Extended Cost Year 1-5	Year Six (optional renewal)	Extended Cost Year 6	Year Seven (optional renewal)	Extended Cost year 7	Year Eight (optional renewal)	Extended Cost Year 8	Extended Cost Years 1 - 8
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4.1.3	Professional Advantage	1	\$ 1,280.00	\$ 6,400.00		\$ -		\$ -		\$ -	\$ 6,400.00
4.1.4	Merit Solutions - 1 License	1		\$ -		\$ -		\$ -		\$ -	\$ -
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	High	40	\$ 165.00	\$ 33,000.00		\$ -		\$ -		\$ -	\$ 33,000.00
	Critical	32	\$ 165.00	\$ 26,400.00		\$ -		\$ -		\$ -	\$ 26,400.00
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<b>TOTAL BID AMOUNT</b>											<b>\$ 924,090.00</b>

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Contract will be evaluated on TOTAL BID AMOUNT but **only awarded on** years 1-5.

Renewal options for years 6, 7, and 8 will be initiated by the Agency, agreed to by the Vendor and Processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

# Laurence Surat

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Paranaque City Philippines ♦ +632 917 534 8288 ♦ [lsurat@btptek.com](mailto:lsurat@btptek.com)

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## EXECUTIVE SUMMARY

More than 14 years of information technology experience specializing in databases, data warehouse planning and architecture design, database administration, and business intelligence implementation.

## CORE COMPETENCIES

Database Development/ Data Warehousing / Business Intelligence using Microsoft SQL Server, Data Warehouse Planning and Architecture Design, Database Administration.

## CERTIFICATIONS

Implementing a Data Warehouse with Microsoft SQL Server 2012

MCSA, MCTS: SQL Server 2008

MCITP: Business Intelligence Developer 2008

MCDBA: SQL Server 2000

MCP

## TECHNICAL INVENTORY

### Database Servers and Tools

SQL Server 2016/2012/2008/2005

- Analysis Services - OLAP
- Database Engine
- Integration Services
- Reporting Services
- Profiler
- Performance Tuning

SQL Server 2000

- Enterprise Manager
- Data Transformation Services
- SQL Profiler
- Analysis Services - OLAP

### Development and Productivity Tools

- SQL Server Data Tools
- SQL Server Management Studio
- Business Intelligence Development Studio
- SQL Developer for Oracle Client
- Microsoft Office SharePoint Server
- Query Analyzer
- Visual Studio Team Foundation Server
- Visual Source Safe
- MS Visio
- MS Project

### Programming Language

- Advance T-SQL
- MDX
- VB.Net
- VB Script

### Reporting Tools

- Reporting Services
- Excel Pivot Tables

### Software Development Methodologies

- Microsoft Solution Framework
- Dimensional Data Modelling
- ER Data Modelling

- MS Office

## **PROFESSIONAL EXPERIENCE**

### **BTP Technologies, LLC (June 2012 – Present)**

#### **Database Developer/Administrator**

- Provides support and enhancements for the data warehouse, cube and reporting database we developed for Subway.
- Developed and Designed a reporting database using concept of Row, Column and Tree format to enable user to create different Financial Reports for Subway. Users can create different reports based on the row, column and tree they define using a windows application we developed. Created an optimized ETL process that pulls data from GP to populate the reporting database.  
*Technologies Used: SQL Server 2016, SSRS*
- Implemented the reporting database we developed for Subway to a different client named Arabella.
- Implemented Data Warehouse and Cube for CAIVIS based on the Subway's Data Warehouse design.
- Developed and Designed Data Warehouse and Business Intelligence Implementation for Subway Franchisees Advertising Fund Trust (FAF) with the Dynamics GP system as its primary data source. Developed an optimized ETL process that pulls data from multiple database/companies and loads to the Data Warehouse. The client had setup 80+ database/companies in their GP. Developed Cube that contains Journal Entries, Analytical Accounting and GL Account information. Created design documents and system documentation.  
*Technologies Used: SQL Server 2016, SSIS, SSAS*
- Developed and Designed Data Warehouse and Business Intelligence Implementation for Rockton Software with Great Plains system as its primary data source. Developed Cube containing Journal Entry, Analytical Accounting, GL Account and Budget information. Developed the ETL process including SQL objects and SSIS Packages. Created Excel Pivot Table reports as well as SSRS reports. Created design documents as well as system documentation.  
*Technologies Used: SQL Server 2016, SSIS, SSAS, SSRS*

### **Infor (April 2012 – September 2013)**

#### **Lead Data Warehouse Developer**

- Supervised and manage a team. Planned and designed Data Warehouse. Developed and maintained Data Warehouse. Developed reports using SSRS, excel pivot table and PMQA and ION BI (Infor's proprietary reporting tool). Provided support to business users. Conducted training to developers through knowledge transfer sessions.  
*Technologies Used: SQL Server 2005/2008, SSIS, SSAS, SSRS, PMQA, ION BI, Oracle Client*

### **Spearace Solutions Inc. (July 2011 – March 2012)**

#### **MS SQL Specialist**

- Provided technical support to Coca-Cola Far East Limited. Analyzed issues and resolved tickets. Developed and maintained SSIS packages, SSAS and SQL Server database. Developed SSRS reports as required by business users  
*Technologies Used: SQL Server 2005/2008, SSIS, SSAS, SSRS*

### **dB Wizards, Inc. (July 2004 – June 2011)**

#### **Principal Consultant, Lead Data Warehouse Developer**



Served as lead developer and project manager for database, data warehouse and BI projects. Performed consulting engagements as required. Participated in following SDLC process in project (Requirements Gathering and Analysis, System Design, Development and Support)

### **Projects**

- **Avon: Database and Application Migration.** Involved in the designing process of the web and database application. Created design documents such as functional specifications and technical specifications. Involved in the development of database objects such as tables, stored procedures views and functions. Created SSIS packages as part of the data integration.  
*Technologies Used: SQL Server 2005, SSIS, .Net Framework 3.5*
- **Johnson & Johnson: Data Integration.** Validated and gathered requirements from business users. Help in the creation of functional requirement specification. Developed database objects such as tables, stored procedures, views and functions using SQL Server 2000. Created efficient DTS packages.  
*Technologies Used: SQL Server 2000, DTS, .Net Framework 3.5*
- **YAKULT: Customization of Microsoft Dynamics Navision Reports.** Validated report requirement from business users. Created technical specification of the reports. Created efficient stored procedures, views and functions using SQL Server 2008. Created Reports using SQL Server 2008 Reporting Services. Oversaw and mentored two (2) developers in creating stored procedures, views, functions and reports. Kept track of the development timeline. Conducted end user training in accessing the reports.  
*Technologies Used: SQL Server 2008 R2, SQL Server Reporting Services*
- **REMEC Broadband: Envisioning and Planning Data Warehouse.** Gathered requirements from Business Analyst to attain the functional requirements and reporting needs. Conducted interviews and brainstorming discussions with project team to synthesize business requirements. Created logical and physical dimensional data models design of a data warehouse and data mart entities.
- **Globelabs: Project Type: SharePoint Implementation.** Gathered requirements and created functional specification for SharePoint portal site. Designed the ER model and involved in the development of database object. Conducted stored procedures code review. Performed constant communication with the technical lead and the developers to address any identified issue. Involved in the administration and deployment of the portal site from development to production server. Conducted project meetings to provide status updates and identify issues/risks with the client. Kept constant monitoring of project deliverables and milestones. Managed support during the warranty period.  
*Technologies Used: Microsoft Office SharePoint Services 2007, SQL Server 2005, .Net Framework 3.0, Visual Source Safe*
- **Etelecare Global Solutions: Data Warehouse and BI Implementation.** Gathered requirements and created functional specification for the data warehouse. Created application design specification for the maintenance pages and reports. Built efficient SSIS Packages for processing facts and dimension tables. Created stored procedures and user defined functions used for reporting requirements. Created Web base reporting using Microsoft SQL Server 2005 Reporting Services. Trained and managed developers on SSIS development and data warehouse development best practices. Conducted code walkthroughs and review peer code and documentation. Worked with DBA's and systems support personnel in elevating and automating successful code from development, staging to production environment. Provided on-call support to production system to resolve any issues.  
*Technologies Used: SQL Server 2005, SQL Server Integration Services, SQL Server Reporting Services, ASP.Net Maker 3.0*

- Zuellig – Interpharma: Data Warehouse and BI Implementation.** Created data models design of the data marts. Developed efficient SSIS Packages in processing the data into the data warehouse. Created stored procedures as part of the ETL process. Mentored developers on the best practices in the design and development of SSIS Packages and data warehouse. Developed several cubes using SQL Server Analysis Services. Designed and developed a SharePoint Portal for hosting excel reports. Conducted performance testing on the Analysis Services database. Developed reports using Reporting Services 2005. Conducted end user training and assisted users in testing. Reviewed and involved in the creation of system documentation. Key personnel in supporting the data warehouse during the warranty period.

*Technologies Used: SQL Server 2005, SQL Server Integration Services, SQL Server Analysis Services SQL Server Reporting Services*
- Manila Water Corporation: Data Warehouse and BI Implementation.** Designed and Developed ETL using DTS. Created stored procedures as part of the ETL. Created dimension tables and fact tables based on the functional specification. Created cubes using Microsoft SQL Server 2000 Analysis Services. Conducted code review on the stored procedures and DTS packages. Involved in stabilizing phase and deployment of the project.

*Technologies Used: SQL Server 2000, DTS, SQL Server Analysis Services*
- ABS-CBN Interactive: Phase2: Data Warehouse and BI Implementation.** Gathered user requirements. Created Functional Specifications. Developed efficient SSIS Packages to load data into the data warehouse. Developed complex stored procedures as part of the ETL. Developed the OLTP and OLAP databases of the data warehouse using SQL Server and Analysis Services. Developed Reporting Services Reports. Created pivot table reports in excel 2007. Involved in stabilizing phase and deployment of the project. Helped in database administration activities. Conducted end-user training. Key personnel in supporting the data warehouse during the warranty period.

*Technologies Used: SQL Server 2005, SQL Server Integration Services, SQL Server Analysis Services SQL Server Reporting Services*
- Department of Science and Technology (DOST): Database Migration.** Conducted scoping, risk assessment plan and project plan for a database migration. Migrated server SQL Server 2000 databases to SQL Server 2005. Created backup and maintenance plans.

*Technologies Used: SQL Server 2000, SQL Server 2005*
- Max's Restaurant: Data Warehouse and BI Implementation.** Involved in requirement gathering, designing data warehouse and creation of functional specifications. Involved in the creation of SSIS packages.

*Technologies Used: SQL Server 2005, SQL Server Integration Services*
- Accenture-CIO: Web Based Application.** Developed complex stored procedures for a web application. Created test scripts for the stored procedures. Followed the coding standards set by client. Created technical documentation of the stored procedures.

*Technologies Used: SQL Server 2000*
- ABS-CBN Interactive: Phase1: Data Warehouse and BI Implementation.** Implementation and testing of the project prior to the deployment in production environment. Used Microsoft SQL Server 2005 Integration Services as the ETL tool. Developed stored procedures as part of the ETL. Created dimension tables and fact tables based on the functional specification. Created OLAP database. Created pivot table reports in excel 2007. Involved in stabilizing phase and deployment of the project. Conducted end-user training. Key person in supporting the data warehouse during the warranty period.

*Technologies Used: SQL Server 2005, SQL Server Integration Services, SQL Server Analysis Services SQL Server Reporting Services*

- **AstraZeneca: Data Warehouse and BI Implementation.** Participated in development of Maintenance Pages using ASP. Involved in the development of DTS Package in populating the data warehouse. Created stored procedures as part of the ETL. Involved in testing and creation of system documentation.  
*Technologies Used: SQL Server 2000, DTS*
- **Watson Wyatt: Web Application and Report Customization.** Created efficient stored procedure and user defined functions for reporting requirement. Created report using Crystal Reports. Involved in the development of web pages using ASP.NET.  
*Technologies Used: SQL Server 2000, Crystal Reports, ASP.NET*

## **EDUCATION**

**Saint Louis University** 1999 – 2003      Baguio City, Philippines  
Bachelor of Science in Information Technology

## **PROFESSIONAL TRAININGS/WORKSHOPS ATTENDED**

- SQL Server Enterprise Architect Summit - May 2010 (3 days)
- Microsoft Hong Kong Tech-Ed - Sept 2007 (3 days)
- Programming a Microsoft SQL Server 2000 Database - Jan 2005 (5 days)
- Designing and Implementing OLAP Solutions with Microsoft SQL Server 2000 - Jan 2005 (5 days)
- Developing Microsoft ASP.net Web Applications using Visual Studio .Net - Jan 2005 (5 days)
- Gathering and Analyzing Business Requirements - Dec 2004 (3 days)
- Microsoft SQL Server 2000 Reporting Services - Dec 2004 (3 days)
- Programming with Microsoft Visual Basic.NET - Nov 2004 (5 days)
- Programming with ADO.NET Nov 2004 (3 days)

## **PROFESSIONAL TRAININGS CONDUCTED**

- REMEC Broadband
  - 4 days (May 2010)
  - Created and conducted technical training.
    - SQL Server Integration Services 2005 – focusing on strategies in loading data warehouse
    - SQL Server Reporting Services 2005
- PEPSI Philippines
  - 5 days (June 2008)
  - Created and conducted technical training on the following products including data warehouse design and dimensional modelling:
    - SQL Server 2005
    - SQL Server Integration Services
    - SQL Server Reporting Services 2005
    - Analysis Services 2005
- Microsoft Philippines
  - 2 hours session (Nov 2007)
  - Conducted MSDN Session training: SQL Server 2005 CLR



## RYAN VALMONTE GALANG

- **Address:** Las Piñas City, Philippines, 1740
- **Contact Info:**
  - Mobile: 63 (939) 929-7926
  - Landline: 63 (2) 833-5107
  - Skype ID: [rygalang](#)
  - E-mail: [ry.galang@gmail.com](mailto:ry.galang@gmail.com)



### WORK EXPERIENCE:

#### BTP Technologies (April 2017 to present » 3+ yrs.)

- **Support Consultant** (April 2017 to present)
  - Assists clients with troubleshooting Microsoft Dynamics GP as well as third party products via email / phone / desktop streaming / chat
  - Tasks include (but not limited to):
    - provide how-to information and break/fix solutions
    - modify or customize RW / FRx / MR reports and SmartList Objects
    - perform data integrations via Integration Manager / Smart Connect
    - analyze or compose SQL scripts / SQL views
    - analyze data and perform back-end fixes via SQL
    - function as GP admin to BTP-hosted clients (e.g. create and manage end user GP accounts, edit/setup GP security, backup and restore database)
    - assist with GP implementation
      - assist with data migration and setup configuration
      - assist with upgrade
      - assist with installation of GP add-on products (e.g. Easy e-Bank Rec)
    - collaborate with Development team with developing new products and troubleshooting existing ones
    - contribute / answer posts in GP User Group (GPUG)

#### SUPPORTED MODULES:

- **Microsoft Dynamics GP (7.5, 8.0, 9.0, 10.0, 2010, 2013, 2015, 2018):**
  - **Financials Series:**

(1) General Ledger	(4) Fixed Assets
(2) Payables Management	(5) Bank Reconciliation
(3) Receivables Management	(6) Multicurrency
  - **Distributions Series:**
    - (1) Inventory
    - (2) Purchase Order Processing
    - (3) Sales Order Processing
- **SmartList Builder / SmartList Designer**
- **Integration Manager / Smart Connect**
- **FRx / Management Reporter**
- **Report Writer**
- **SQL Server Management Studio**

#### **Infor PSSC (November 2015 to March 2017 » 1+ yrs.)**

- **Product Support Analyst** (November 2015 to March 2017)
  - Assisted clients with troubleshooting Lawson S3 ERP issues via email / phone / desktop streaming / chat
  - Tasks included (but not limited to):
    - provided how-to information and break/fix solutions
    - checked for bugs and recommend appropriate patches to resolve the issue
    - assisted with data integration
    - collaborated with the Development team regarding the bugs / defects reported by the clients

#### **SUPPORTED MODULES:**

- **Lawson S3 versions 9 and 10:**
  - **Financials Series:**
    - (1) General Ledger
    - (2) Payables Management
    - (3) Cash Management

#### **Professional Advantage (Sept. 2011 to Sept. 10, 2015 » 4 yrs.)**

- **GP Support Consultant, KMC MAG Solutions** (January 2015 to Sept. 10, 2015)
- **GP Support Consultant, Multi Rational / Delegait Corporation** (September 2011 – January 2015)
  - Assisted clients with troubleshooting GP-related issues via email / phone / desktop streaming
  - Tasks included (but not limited to):
    - provided how-to information and break/fix solutions
    - modified or customized RW and FRx reports / SmartList Objects
    - performed data integration via Integration Manager / Smart Connect / Table Import
    - analyzed or composed SQL scripts / SQL views
    - analyzed data and performed back-end fixes via SQL
    - assisted with installation of GP add-on products (e.g. Email Pro, Bank Pro, PSTL)
    - functioned as GP admin to PA-hosted clients (e.g. create and manage end user GP accounts, edit/setup permissions and access rights within GP)

#### **SUPPORTED MODULES:**

- **Microsoft Dynamics GP (7.5, 8.0, 9.0, 10.0, 2010, 2013):**
  - **Financials Series:**

(1) General Ledger	(4) Fixed Assets
(2) Payables Management	(5) Bank Reconciliation
(3) Receivables Management	(6) Multicurrency
  - **Distributions Series:**
    - (1) Inventory
    - (2) Purchase Order Processing
    - (3) Sales Order Processing
- **Smart List Builder / Smart List Designer / Excel Report Builder**
- **Integration Manager / Smart Connect**
- **Microsoft FRx**
- **Report Writer**
- **Microsoft SQL Server / SSRS**

**Sykes Asia, Microsoft Business Solutions Account** (Sept. 2005 to Aug. 2011 » 6 yrs.)

- **Sr. Technical Support Engineer (November 2009 – August 2011)**
  - Helped with managing the performance of L1 tech support engineers through side-by-side monitoring, feedback sessions, and preparation / administration of mock cases
  - Acted as additional technical resource to L1 tech support engineers
  - Provided partners and customers assistance with troubleshooting GP issues as well as provide how-to information via email / phone call / remote session
  - Authored KB articles for internal and partner / customer usage
- **Vendor Technical Lead (September 2008 – October 2009)**
  - Helped with managing the performance of L1 tech support engineers through case reviews, side-by-side monitoring, feedback sessions, and preparation / administration of mock cases
  - Acted as primary resource to tech support engineers
  - Took supervisor / escalation calls
  - Worked with the Team Managers with strategizing / implementing of process improvements
  - Authored KB articles for internal and partner / customer usage
- **Internal Product Trainer (October 2007 – August 2011)**
  - Conducted product trainings for the following modules:
    - Payables Management
    - Bank Reconciliation
    - Multicurrency
    - Sales Order Processing
- **Technical Support Engineer** (September 2005 – September 2008)
  - Provided partners and customers assistance with troubleshooting GP issues as well as provide how-to information via email / phone call / remote session.

**Sykes Asia, MSN Internet Access Account** (May 2003 to Sept. 2005 » 2 yrs., 5 mos.)

- **Mentor,** (November 2004 – September 2005)
  - Assisted the Training Team in coaching and providing real time assistance to newly trained Technical Support Representatives on the production floor.
- **Technical Support Representative** (May 19, 2003 – September 25, 2005)
  - Provided assistance to customers experiencing technical difficulties with their dial-up internet service, whether the issue may be the email client, browser or the internet connection itself

**FF Cruz and Co. Inc.** (Oct. 2001 to May 2003 » 1 yr., 8 mos.)

- **Geodetic Engineer, Survey Geomatics Division** (April 9, 2002 – May 17, 2003)
- **Geospatial Analyst, LRA-PHILARIS Division** (October 29, 2001 – April 8, 2002)

**College Entrance Exam Review Instructor / Academic Tutor** (August 1997 – April 2002)

(Part time occupation while undertaking college education)

- Facilitated the conduct of college entrance exam reviews to students of various schools
- Taught High School and College Mathematics (Algebra, Geometry, and Trigonometry) and Sciences (General Science, Biology, Chemistry and Physics).



### COMPUTER RELATED SKILLS:

- Microsoft Dynamics GP (7.5, 8.0, 9.0, 10.0, 2010, 2013, 2015, 2018)
- Lawson S3(version 9, 10)
- MS Office: Microsoft Word, Excel, Power Point, Outlook
- Programming Language: C++, Java
- Database: MS SQL Server (scripting, SSRS, SSIS)
- Computer Aided Drafting: AutoCAD

### OTHER TRAININGS ATTENDED:

- APAC Trainer Certification, Sykes Asia
- Training Program Development Methodology 3: Evaluating Training Results, Sykes Asia
- Trainers' Forum, Sykes Asia

### EDUCATIONAL BACKGROUND:

- **Post Graduate Study: Diploma in Industrial Engineering** (June 2003 - October 2006)
  - **University of the Philippines:** Diliman, Quezon City
- **College Degree: Bachelor of Science in Geodetic Engineering** (June 1995 - April 2001)
  - **University of the Philippines:** Diliman, Quezon City
- **High School Degree: Manila Science High School** (June 1991 to March 1995)
- **Elementary Degree: Divine Light Academy** (June 1986 to March 1991)

### ACADEMIC ACHIEVEMENTS:

- **5<sup>th</sup> Placer, GE Board Exam** - Geodetic Engineering Licensure Examination, July 2001
- **College scholar** - University of the Philippines (for 2 semesters)
- **DOST scholar** - University of the Philippines (for 2 years)
- **Silver Medalist (rank 30 of 253)** - Manila Science High School (graduating batch)
- **Consistent star section student** - Manila Science High School (for 4 years)
- **Third Honorable Mention** - Divine Light Academy (Elementary Education)

### PERSONAL PROFILE:

- |                         |                               |
|-------------------------|-------------------------------|
| ➤ Age: 40               | ➤ Civil Status: Married / ME2 |
| ➤ Height: 172 cm (5'8") | ➤ Citizenship: Filipino       |
| ➤ Weight: 78 kg         | ➤ Religion: Roman Catholic    |

### CHARACTER REFERENCE:

- To be furnished upon request