



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

State of West Virginia
 Centralized Request for Quote
 Service - Prof

Proc Folder: 990086			Reason for Modification:
Doc Description: SENIOR APPLICATIONS DEVELOPER			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-21	2022-02-08 13:30	CRFQ 0225 PEI2200000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : EBRIDGE CONSULTING, LLC

Address : 585 Fairwood Rd.

Street :

City : Huntington

State : WV **Count**

Principal Contact : Stewart Varney

Vendor Contact Phone: 304-736-2800

02/08/22 10:07:48
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Stewart Varney* **FEIN#** 75-287-9412 **DATE** 2-8-2022

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Insurance Agency (PEIA) to establish an open-end contract for a Senior Applications Developer. This contractor will provide ongoing development, upgrade, and modification for the PEIA applications per the specifications, bid requirements and the terms and conditions as attached hereto.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Computer programmers	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description:
Computer programmers

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Question Deadline @ 10 AM	2022-01-26

	Document Phase	Document Description	Page 3
PEI2200000002	Draft	SENIOR APPLICATIONS DEVELOPER	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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 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: 01/26/2022 @ 10:00 AM

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: SENIOR APPLICATIONS DEVELOPER
BUYER: Melissa Pettrey, Senior Buyer
SOLICITATION NO.: PEI2200000002
BID OPENING DATE: 02/08/2022
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a 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 prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: 02/08/2022 @ 1:30 PM

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.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

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

Other: See attached _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: _____ 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: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

10. [Reserved]

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by

the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division’s request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder’s subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: _____

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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.

Stewart Varney - Regional Manager

(Name, Title)
Stewart Varney - Regional Manager

(Printed Name and Title)
585 Fairwood Road, Huntington, WV 25705

(Address)
304-736-2800 / 304-736-2488

(Phone Number) / (Fax Number)
stewart.varney@bridgeit.com

(email address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

EBRIDGE CONSULTING, LLC

(Company)

Stewart Varney - Regional Manager

(Authorized Signature) (Representative Name, Title)

Stewart Varney - Regional Manager

(Printed Name and Title of Authorized Representative)

02/08/2022

(Date)

304-736-2800 / 304-736-2488

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

EBRIDGE CONSULTING, LLC

Company



Authorized Signature



Date

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

REQUEST FOR QUOTATION
Senior Applications Developer
CRFQ PEI2200000002

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Public Employees Insurance Agency (PEIA) to establish an open-end contract for a Senior Applications Developer. This contractor will provide ongoing development, upgrade, and modification for the PEIA applications.

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 Hours”** means Monday – Friday 8:00 AM to 5:00 PM EST, excluding weekends and Federal and State Holidays, the list of which is available here:

<https://personnel.wv.gov/employees/benefits/pages/holidays.aspx>

 - 2.2 **“CICS”** means Customer Information Control System, an online transaction processing program from IBM.

 - 2.3 **“COBOL”** means Common Business Oriented Language, An English-like computer programming language designed for business use.

 - 2.4 **“Contract Services”** means providing ongoing development, upgrade, and modification of PEIA applications as more fully described in these specifications.

 - 2.5 **“Contractor”** means the Vendor’s selected candidate for the Senior Applications Developer solicitation.

 - 2.6 **“HIPAA”** means Health Insurance Portability and Accountability Act.

 - 2.7 **“PL/SQL”** means Procedural Language / Structured Query Language. PL/SQL is Oracle Corporation’s procedural extension for SQL and the Oracle relational database.

 - 2.8 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

 - 2.9 **“SAS”** means Statistical Analysis System. SAS is a software suite developed by SAS Institute for advanced analytics, multivariate analyses, business intelligence, data management, and predictive analytics.

 - 2.10 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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2.11 “SQL” means Structured Query Language, a query language used for accessing and modifying information in a database. SQL is commonly used for web database development and management. SQL is often pronounced as “sequel” or as “S-Q-L”.

2.12 “Transact-SQL” means a set of programming extensions from Sybase and Microsoft that add several features to the Structured Query Language including transaction control, exception and error handling, row processing, and declared variables. Microsoft SQL Server and Sybase’s SQL server support T-SQL statements.

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

3.1. The vendor must provide documentation to validate the following requirements. Exhibit B – Required Documentation Verification Form must be completed in its entirety and submitted with bid response.

3.1.1. The Vendor must provide a Senior Applications Developer contractor with prior experience in the following applied knowledge and skill sets:

- 3.1.1.1.** COBOL
- 3.1.1.2.** SAS
- 3.1.1.3.** CICS
- 3.1.1.4.** PL/SQL
- 3.1.1.5.** IBM Data Studio 4.1
- 3.1.1.6.** Transact – SQL (T-SQL)
- 3.1.1.7.** MS 2013 CRM and MS Dynamics 365 CRM
- 3.1.1.8.** BizTalk Server 2006R2 and 2013
- 3.1.1.9.** MS Dynamics GP 2018
- 3.1.1.10.** ANSI/EDI 834 file formats
- 3.1.1.11.** SFTP applications and secure data transmission
- 3.1.1.12.** Experience in creating IRS forms for reporting Affordable Care Act (ACA)
 - 3.1.1.12.1.** Form 1094B
 - 3.1.1.12.2.** Form 1095B
 - 3.1.1.12.3.** Form 1094C
 - 3.1.1.12.4.** Form 1095C

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- 3.1.2.** The Vendor must provide a Senior Applications Developer Contractor with a minimum of two (2) years of paid experience working in or for a HIPAA regulated Covered Entity Environment as defined by 45 CFR Part §160.103 (4)(ii)(iii)(iv) and/or “Health Plan”.
- 3.1.3.** 3.1.2. The Vendor must provide a Senior Applications Developer Contractor with a minimum of two (2) years of paid experience working in or for a HIPAA regulated Covered Entity Environment governed by Title 42 CFR, Part 2 and 45 CFR Part 160 and Subparts A and C of Part 164.
- 3.1.4.** The Vendor must provide a Senior Applications Developer Contractor with a minimum of two (2) years of paid experience working on projects in the following industries:
- Health Care
 - Health Insurance Vendor Systems Integration
 - Multiple healthcare management vendor interface environments, e.g. TPA + PBM + MAPD + Specialty Pharmacy, etc.
 - State of West Virginia’s PEIA Eligibility System
 - Insurance Industry
 - Government

4. GENERAL REQUIREMENTS:

4.1 CURRENT ENVIRONMENT

- 4.1.1** Public Employee’s Insurance Agency (PEIA) provides health and life insurance coverage for state and local government employees in West Virginia. PEIA provides many services utilizing the following applications:
- Benefits Administration System (BAS) uses COBOL, SAS, PL/SQL, SQL, and CISC as the platform. BAS integrates with the State of West Virginia’s Enterprise Resource Planning (ERP) system wvOASIS, the Consolidated Public Retirement Board (CPRB) System, Third Party Administrator (TPA) systems (Currently UMR, CVS, and Humana), the Affordable Care Act system.
 - Microsoft Customer Relationship Management System (CRM) uses COBOL, SAS, PL/SQL, SQL, and BizTalk. The CRM system integrates with BAS.

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- Microsoft Dynamics Great Plains (GP) is PEIA's GL/Accounts Receivable System. GP uses COBOL, SAS, PL/SQL, SQL, and BizTalk. This system interacts and integrates with West Virginia's ERP system (wvOasis).
- PEIA Billing is a proprietary system that integrates with GP, wvOasis, and BAS.

4.2 CONTRACT ITEMS AND MANDATORY REQUIREMENTS:

Contract services must meet or exceed the mandatory requirements listed below.

4.2.1 CONTRACT SERVICES – SENIOR APPLICATIONS

DEVELOPER: The vendor must provide a Senior Applications Developer contractor to support the following Public Employees Insurance Agency (PEIA) applications. The contractor may work remotely, but will need to be able to work in the Office of Technology if required.

4.2.1.1 Benefits Administration System (BAS) - This application (using COBOL, SAS, PL/SQL, SQL, CICS) is utilized by the Public Employees Insurance Agency to administer the plan's insurance eligibility of all plan members. BAS serves as the system of record for PEIA eligibility, and as such, is responsible for keeping all business partners eligibility information current with complex integrations. The following integration projects are currently underway with BAS:

4.2.1.1.1 WVOASIS - This application is the State of WV enterprise resources planning (ERP) system that is being implemented in multiple module stages. The next major phase to be implemented is the human resources management module (HRM). Multiple BAS integrations with HRM are currently in the development and testing stages with further integration developments anticipated. These modifications and enhancements include but are not limited to, development and modification of the new integrations, modifications of integrations to reflect 24 deduction periods instead of current 26 deduction periods for state entities only, adding new data elements to meet ERP requirements and various withholding frequencies.

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- 4.2.1.1.2 CPRB System** – PEIA has multiple integrations with the Consolidated Public Retirement Board (CPRB) that will need revisions to accommodate new system requirements and operational efficiencies of the new functionality.
- 4.2.1.1.3 UMR** - UMR serves as the third party administrator (TPA) for the PEIA plans. They adjudicate all healthcare claims. Due to ever-changing business needs, the integrations are in a continuous state of development. The modifications and enhancements must be completed within the timeframes set forth by the PEIA project team.
- 4.2.1.1.4 CVS** – CVS is the current pharmacy benefit manager (PBM) of the PEIA plans. They currently adjudicate all pharmacy claims. This change in PBMs has resulted in a significant amount of work to assure continued accurate claim adjudication. Due to ever-changing business needs, the integrations are in a continuous state of development. The modifications and enhancements must be completed within the timeframes set forth by the PEIA project team.
- 4.2.1.1.5 Affordable Care Act** – The Affordable Care Act is a federal mandate for employers to provide health insurance or face penalties and provide specific reporting to the IRS and its employees. WVOT is currently reporting the B Form (Form 1094B and Form 1095B) submission to the IRS and reporting the C Form (Form 1094C, and Form 1095C) to a third-party administrator. WVOT is looking to take over C form submission directly to the IRS. Failure to meet the IRS requirements result in fines.

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- 4.2.1.1.6 Humana** – Humana, serves as the third-party administrator (TPA) for the PEIA plans for Retirees. They adjudicate all healthcare claims for State Medicare Retirees. Due to ever-changing business needs, the integrations are in a continuous state of development. The modifications and enhancements must be completed within the timeframes set forth by the PEIA project team.
- 4.2.1.1.7** PEIA’s SFTP application for the HIPAA compliant secure transmission of files containing PII/PHI between PEIA and State business partners and contracted vendors, including, but not limited to: TPA, PBM, etc.
- 4.2.1.2 Customer Relationship Management System.** This is a Microsoft CRM 2013 transitioning to a Microsoft Dynamics 365 CRM application (using COBOL, SAS, PL/SQL, SQL, Biztalk) that is used by the PEIA to administer their customer service operations including activity tracking, data lookups and documentation of communication. Integrations between BAS (PEIA Business Administration system, DB2 mainframe) and CRM include, but are not limited to, performing detailed analysis, customizing integrations utilizing data from BAS, documentation, and training and knowledge transfer to State IT staff.
- 4.2.1.3 GL/Accounts Receivable System.** The Public Employees Insurance Agency utilizes Microsoft Dynamics Great Plains for their General Ledger and Accounting system. This application (using COBOL, SAS, PL/SQL, SQL, Biztalk) will need enhancements to interact and integrate with the WV Oasis Enterprise Resource Planning (ERP) system. These modifications and enhancements include but are not limited to, modifications to integrations to reflect 24 deduction periods instead of current 26 deduction periods for state entities only (all other entities will stay 24 deduction periods necessitating modifications to existing integrations. Activities may include new and modified existing data element edits, data transfers between WV Oasis and the GL/Accounts Receivable System, BizTalk enhancements, documentation, and training and knowledge transfer to State IT staff.

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4.2.1.4 PEIA Billing. The Public Employees Insurance Agency has created proprietary billing process with integrations and applications. These applications and integrations (using COBOL, SAS, PL/SQL, SQL, Biztalk, Microsoft Dynamics Great Plains) will need significant enhancements for PEIA's annual Open Enrollment, for ongoing GL/Accounts Receivable System integrations, and to integrate with the WV Oasis Enterprise Resource Planning (ERP) system. These modifications to the integrations between BAS (PEIA Business Administration system, DB2 mainframe), GL/Accounts Receivable System and ERP include, but are not limited to, performing detailed analysis, customizing integrations utilizing data from BAS and Oasis, documentation, and training and knowledge transfer to State IT staff.

4.2.2 Health Insurance Portability and Accountability Act: In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, Vendor and any candidate they provide will be required to sign the State of West Virginia Executive Branch HIPAA Business Associate Addendum and its corresponding Appendix A, which indicates the specific Protected Health Information (PHI), specifically written for the project(s) for which PEIA and/or its vendor(s) is/are requesting the candidate to use, transmit, access, or otherwise maintain, prior to issuance of any delivery order. A copy of the form (without the specific PHI in Appendix A) is available on the website referenced in the Confidentiality term. The State of West Virginia Executive Branch HIPAA Business Associate Addendum is required prior to award of the Contract.

The Vendor and their Senior Applications Developer Contractor shall agree to comply with any and/or all of PEIA's policies and procedures with regard to compliance with the HIPAA Privacy and Security Rules, as well as with any and/or applicable policies and/or procedures of the State of West Virginia Executive Branch Privacy Office and West Virginia Office of Technology systems access permissions policies, procedures, and protocols.

4.2.3 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

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- 4.2.3.1 Internal Revenue Service (IRS): <http://www.irs.gov/pub/irs-pdf/p15a.pdf>
- 4.2.3.2 Internal Revenue Service (IRS):
<http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>
- 4.2.3.3 Department of Labor (DOL):
<http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

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

- 4.2.2 **Equipment:** Contractor shall only use a WV PEIA provided PC or laptop for the performance of work under the scope of this Agreement, and will be required to sign an Electronic Use agreement with WV PEIA. Other equipment necessary for the contractor to perform their duties will be purchased on an as-needed basis.

5. CONTRACT AWARD:

- 5.1 **Contract Award Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

CONTRACT WILL BE EVALUATED ON ALL LINES BUT ONLY AWARDED ON FIRST YEAR.

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Renewal options for years 2, 3, and 4 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.

- 5.2 Pricing Pages:** Vendor should complete the Pricing Page and pricing section in wvOasis by providing an hourly rate as the unit cost. Vendor should complete the Pricing Page in its entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

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

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Stewart Varney
Telephone Number: 304-736-2800
Fax Number: 304-736-2488
Email Address: stewart.varney@bridgeit.com

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EXHIBIT A

Pricing Page

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 (1 years).

Name of Firm:	[REDACTED]
EBRIDGE CONSULTING, LLC	

	Unit of Measure	Unit Cost	Estimated Annual Hours*	Extended Cost**
SENIOR APPLICATIONS DEVELOPER (YEAR ONE)	1 HOUR	\$109	2080.00	\$ 226,720.00
SENIOR APPLICATIONS DEVELOPER (YEAR TWO - OPTIONAL)	1 HOUR	\$112	2080.00	\$ 232,960.00
SENIOR APPLICATIONS DEVELOPER (YEAR THREE - OPTIONAL)	1 HOUR	\$115	2080.00	\$ 239,200.00
SENIOR APPLICATIONS DEVELOPER (YEAR FOUR - OPTIONAL)	1 HOUR	\$118	2080.00	\$ 245,440.00

*All quantities and jobs listed are estimates only, and are subject to change at anytime. As such, estimates cannot be used as a guarantee of work that will be requested of the vendor.

*Contract will be evaluated on all lines but **only awarded on first year**; years 2, 3, 4 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.

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EXHIBIT B

Required Documentation Verification Form

As per section 3: mandatory qualifications; the vendor must provide documentation to validate the following requirements. Exhibit B – Required Documentation Verification Form must be completed in its entirety and should be submitted with vendor’s bid response, and must be submitted prior to award.

Name of Firm:	
---------------	--

Skillsets

3.1.1 The Vendor must provide a Senior Applications Developer contractor with prior experience in the following applied knowledge and skillsets.

Check mark the skillsets the Senior Applications Developer contractor has prior experience and applied knowledge in:

- COBOL
 - SAS
 - CICS
 - PL/SQL
 - IBM Data Studio 4.1
 - Transact – SQL (T-SQL)
 - MS 2013 CRM and MS Dynamics 365 CRM
 - BizTalk Server 2006R2 and 2013
 - MS Dynamics GP 2018
 - ANSI/EDI 834 file formats
 - SFTP applications and secure data transmission
 - Experience in creating IRS forms for reporting Affordable Care Act (ACA)
-
- Form 1094B
 - Form 1095B
 - Form 1094C
 - Form 1095C

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Project and Work Experience

3.1.2 The Vendor must provide a Senior Applications Developer Contractor with a minimum of two (2) years of paid experience working on projects in each of the following applications:

- Health Care
- Health Insurance Vendor Systems Integration
- Multiple healthcare management vendor interface environments, e.g. TPA + PBM + MAPD + Specialty Pharmacy, etc.
- State of West Virginia's PEIA Eligibility System
- Insurance Industry
- Government

Concurrent experience is acceptable and must be documented on the applicable Required Documentation Verification Forms (Exhibit B).

The Senior Applications Developer Contractor must provide project information, their role, utilized skillsets from section 3.1.1 and experience as described in section 3.1.2.

Please complete your information electronically.

REQUEST FOR PROPOSAL SENIOR APPLICATIONS DEVELOPER

Section 3.1.2 - Health Care

Previous Project: Affordable Care Act

Project Start Date: June 2015 Date Completed: Ongoing

Project Description:

Work with EPICS, OASIS, Office of Technology, PEIA and Tango teams to generate IRS forms 1094B, 1094C, 1095B, 1095C.

Contractor's Role:

Gather requirements, development, testing, rolling into Production and Production Support.

Skillsets Utilized:

COBOL, SAS, PL/SQL, DB2, JCL, IBM Data Studio, T-SQL

Location: Charleston, WV

Project URL:

(if applicable)

Project Manager / Supervisor: Tammy L Haynes, Tom O Allen/Rob D Roberts/Amy S Newman

Phone Number: 304-957-8263, 304-380-9532

Email Address: Tammy.L.Haynes@wv.gov, Tom.O.Allen@wv.gov, Rob.D.Roberts@wv.gov, Amy.S.Newman@wv.gov

Note: If more room is needed then attach remaining information on a separate sheet(s).

**REQUEST FOR PROPOSAL
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Section 3.1.2 - Health Insurance Vendor Systems Integration

Previous Project: **Eligibility Interface with UMR/UHC**

Project Start Date: **Sept. 2018** Date Completed: **Ongoing**

Project Description:

Eligibility Interface with UMR/UHC and do the reconciliation on a regular basis.

Contractor's Role:

Gather requirements, development, testing, rolling into Production and Production Support.

Skillsets Utilized:

COBOL, SAS, PL/SQL, DB2, JCL, IBM Data Studio, T-SQL, Control-M, SFTP

Location: **Charleston, WV**

Project URL:

(if applicable)

Project Manager / Supervisor: **Tom O Allen/Rob D Roberts/Amy S Newman**

Phone Number: **304-380-9532**

Email Address: **Tom.O.Allen@wv.gov, Rob.D.Roberts@wv.gov, Amy.S.Newman@wv.gov**

Note: If more room is needed then attach remaining information on a separate sheet(s).

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Section 3.1.2 - Multiple healthcare management vendor interface environments

Previous Project: **Affordable Care Act**

Project Start Date: **June 2015** Date Completed: **Ongoing**

Project Description:

Work with EPICS, OASIS, Office of Technology, PEIA and Tango teams to generate IRS forms 1094B, 1094C, 1095B, 1095C.

Contractor's Role:

Gather requirements, development, testing, rolling into Production and Production Support.

Skillsets Utilized:

COBOL, SAS, PL/SQL, DB2, JCL, IBM Data Studio, T-SQL, SFTP

Location: **Charleston, WV**

Project URL:

(if applicable)

Project Manager / Supervisor: **Tammy L Haynes, Tom O Allen/Rob D Roberts/Amy S Newman**

Phone Number: **304-957-8263, 304-380-9532**

Email Address: **Tammy.L.Haynes@wv.gov, Tom.O.Allen@wv.gov, Rob.D.Roberts@wv.gov, Amy.S.Newman@wv.gov**

Note: If more room is needed then attach remaining information on a separate sheet(s).

REQUEST FOR PROPOSAL SENIOR APPLICATIONS DEVELOPER

Section 3.1.2 - State of West Virginia's PEIA Eligibility System

Previous Project: **Interface with PBM Express Scripts, Coventry and Wells Fargo**

Project Start Date: **Sept. 2007** Date Completed: **Dec. 2011**

Project Description:

Send PEIA Eligibility Information to Express Scripts, Coventry and Accordia/HealthSmart/WellsFargo and then do the Reconciliation on a regular basis.

Contractor's Role:

Gather requirements, development, testing, rolling into Production and Production Support.

Skillsets Utilized:

COBOL, SAS, PL/SQL, DB2, JCL and Control-M, SFTP

Location: **Charleston, WV**

Project URL:

(if applicable)

Project Manager / Supervisor: **Tammy L Haynes, Tom O Allen/Rob D Roberts/Amy S Newman**

Phone Number: **304-957-8263, 304-380-9532**

Email Address: **Tammy.L.Haynes@wv.gov, Tom.O.Allen@wv.gov, Rob.D.Roberts@wv.gov, Amy.S.Newman@wv.gov**

Note: If more room is needed then attach remaining information on a separate sheet(s).

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Section 3.1.2 - Insurance Industry

Previous Project: **Bi-weekly payroll premium implementation**

Project Start Date: **March 2014** Date Completed: **Ongoing**

Project Description:

Send the Bi-weekly premium deduction files to OASIS in phases, receive payments files back from them and process them to send to Microsoft GP through Biztalk Integrations.

Contractor's Role:

Gather requirements, development, testing, rolling into Production and Production Support.

Skillsets Utilized:

COBOL, SAS, PL/SQL, DB2, JCL, Control-M, Biztalk Server and Microsoft Dynamics GP

Location: **Charleston, WV**

Project URL:

(if applicable)

Project Manager / Supervisor: **Tammy L Haynes, Tom O Allen/Rob D Roberts/Amy S Newman**

Phone Number: **304-957-8263, 304-380-9532**

Email Address: **Tammy.L.Haynes@wv.gov, Tom.O.Allen@wv.gov, Rob.D.Roberts@wv.gov, Amy.S.Newman@wv.gov**

Note: If more room is needed then attach remaining information on a separate sheet(s).

REQUEST FOR PROPOSAL SENIOR APPLICATIONS DEVELOPER

Section 3.1.2 - Government

Previous Project: **Affordable Care Act**

Project Start Date: **June 2015** Date Completed: **Ongoing**

Project Description:

Work with EPICS, OASIS, Office of Technology, PEIA and Tango teams to generate IRS forms 1094B, 1094C, 1095B, 1095C.

Contractor's Role:

Gather requirements, development, testing, rolling into Production and Production Support.

Skillsets Utilized:

COBOL, SAS, PL/SQL, DB2, JCL, IBM Data Studio, T-SQL

Location: **Charleston, WV**

Project URL: _____
(if applicable)

Project Manager / Supervisor: **Tammy L Haynes, Tom O Allen/Rob D Roberts/Amy S Newman**

Phone Number: **304-957-8263, 304-380-9532**

Email Address: **Tammy.L.Haynes@wv.gov, Tom.O.Allen@wv.gov, Rob.D.Roberts@wv.gov, Amy.S.Newman@wv.gov**

Note: If more room is needed then attach remaining information on a separate sheet(s).

REQUEST FOR PROPOSAL SENIOR APPLICATIONS DEVELOPER

Section 3.1.2 - Government

Previous Project: PEIA-CPRB Retirement Interface for COMPASS system

Project Start Date: June 2015 Date Completed: May 2017

Project Description:

To send deceased file and deductions file to CPRB, to receive payments file from CPRB COMPASS system and to process it to send the payments to Microsoft GP through Biztalk Integrations.

Contractor's Role:

Gather requirements, development, testing, rolling into Production and Production Support.

Skillsets Utilized:

COBOL, SAS, PL/SQL, JCL, Control-M, Biztalk Server and Microsoft Dynamics GP

Location: Charleston, WV

Project URL: (if applicable)

Project Manager / Supervisor: Tom O Allen

Phone Number: 304-957-8263

Email Address: Tammy.L.Haynes@wv.gov, Tom.O.Allen@wv.gov, Rob.D.Roberts@wv.gov, Amy.S.Newman@wv.gov

Note: If more room is needed then attach remaining information on a separate sheet(s).

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: _____

Name of Agency: West Virginia Public Employees Insurance 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: Thomas Miller
Email address: thomas.d.miller@wv.gov

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: _____

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: EBRIDGE CONSULTING, LLC

Signature: *Stewart Varney*

Title: Regional Manager

Date: 02/08/2022

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: _____

Name of Agency: West Virginia Public Employees Insurance 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: Thomas Miller

Email address: thomas.d.miller@wv.gov

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: _____

Appendix A

Name of Associate: **Senior Applications Developer Vendor and/or Contractor**

Name of Agency(ies) (Covered Entity): **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 data and/or information to be used, managed, edited, transmitted by, and/or otherwise created by the Associate and/or its Agent(s), and/or stored and/or maintained by the Covered Entity but accessed by the Associate in electronic form(s) on platform(s) owned, managed and/or administered by the Covered Entity and its other Business Associates, 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 and its Agent(s), as the defined "Business Partner" will provide administrative, technical, and/or procedural support to the Covered Entity for purpose(s) of assessing, upgrading, modifying, repairing, maintaining, or otherwise improving the Covered Entity's databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s) and/or in related applications used to support the databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s).
- b) The Associate, and its Agent(s), as the defined "Business Partner" will provide administrative, technical, and/or procedural support to the Covered Entity for the Covered Entity's databases, files, data systems, applications, interfaces, portals, and/or data management practices or procedures application(s) and/or in related applications used to support the databases, files, data systems, applications, interfaces, portals, and/or data management practices or procedures application(s).
- c) PEIA member individually identifiable health information (IIHI) or protected health information (PHI), 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 databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s) and/or in related applications used to support the databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s).
- d) This Appendix will apply to data in both identified and de-identified formats.
- e) 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 databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s) and/or in related applications used to support the databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s).
- f) 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 databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s) and/or in related applications used to support the databases, files, data systems, applications, interfaces, and/or data management practices or procedures application(s).

- g) PEIA member protected health information (PHI) 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.
- h) PEIA member protected health information posted to secure file transfer protocol (SFTP) site(s) for delivery, transmission, or receipt by other Business Associate(s) of the Covered Entity(ies) that may be viewable in the databases, files, data systems, applications, interfaces, portals and/or data management practices or procedures application(s) and/or in related applications used to support the databases, files, data systems, applications, interfaces, portals and/or data management practices or procedures application(s).
- i) The Vendor acknowledges and understands that any and/or all PII, PHI, and/or IIII data accessed and/or used in the scope of this Agreement shall remain the sole property of PEIA and/or the State of West Virginia and no rights of ownership, either expressed or implied, are conveyed from PEIA and/or the State of West Virginia to the vendor with this Agreement.
- j) The vendor acknowledges and understands that no data owned or managed by the Covered Entity may not leave the continental United States of America by any mode, means, and/or manner for any purpose(s). Further, data owned or managed by the Covered Entity may not be accessed by any mode, means, and/or manner from outside the continental United States of America for any purpose(s).

Business Associate

Date

West Virginia Public Employees Insurance Agency

Date

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: EBRIDGE CONSULTING, LLC

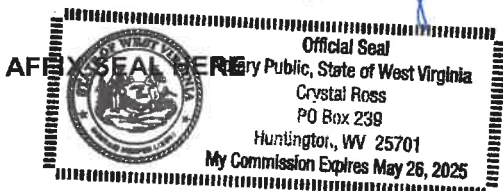
Authorized Signature: Stewart Varney Date: 2-8-2022

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 8 day of February, 2022.

My Commission expires May 26, 2025.



NOTARY PUBLIC Crystal Ross
Purchasing Affidavit (Revised 01/19/2018)

PROFESSIONAL SUMMARY:

- 23+ years of experience in Mainframe Technologies including Analysis, Design, Development, Testing, Implementation and Maintenance of application software under MVS O/S including Onsite Tech Lead in Offshore-Onsite model of work environment.
- 14+ years of working experience on online as well batch based PEIA, the WV State Government Insurance Application using complicated DB2 Stored procedures.
- 14+ years of Liaising with senior management and Insurance Third Party Administrators for Health Benefits like Wells Fargo (now HealthSmart), UMR, Coventry, Humana, HDM, BeBetter WONDR and Prescription Benefit Managers like Consumer Value Store – CVS, Express Scripts – ESI).
- 14+ years of working experience with Auditor's office, EPICS, the Government Accounting Applications and Government Payroll Applications and with the ERP system in OASIS.
- 14+ years of working experience with Medicare Advantage Prescription Drug(MAPD)/Prescription Drug Plan(PDP).
- 8+ years of working experience with CPRB office and TIAACREF office for the Eligibility Audit.
- 8+ years of working experience with HDM for the Dependent Eligibility Audit and Enrollment Reconciliation Audit.
- 12+ years of working experience on PEIA Billing system.
- 2+ years of Liaising with senior management and Insurance TPAs like CVS and Marshall/WVU Universities.
- 6+ years of working experience in working with Tango/OASIS to create the IRS forms like 1094B, 1094C, 1095B and 1095C for ACA (Affordable Care Act) project.
- Extensive coding experience in SAS, JCL, SORT Utilities and DB2/COBOL Stored Procedures.
- High level of skills in Quality analysis, Review, and Testing of renovated source code.
- Excellent experience in Consumer Finance, Banking and Insurance domain.
- Have excellent hands on experience in Software Development cycle and Software quality process consisting of all the phases.
- Proficient in transforming the requirements into developing test strategy and test cases.
- Proficient in user interfaces testing in anticipating the critical test cases.
- Involved confidently in Unit testing, Integration testing, System testing, Stress testing and Functionality testing.
- Experienced in DB2 to test the triggers and to verify the data in the back end using SQL.
- Has ability to work under pressure to deliver tasks with zero schedule variance.
- Well experienced in preparing Test Data, Test Plans, capturing Test scenarios and Test results.
- Proficient in debugging and testing the code by forcing certain conditions required as per the Test Cases.
- Participated in various reviews and meetings with development teams
- Very quick at learning and applying new technologies to the current assignments.
- Self motivated with ability to work independently as well as in the team environment.

- Very extensive experience in integration, debugging, design, analysis and implementation
- Interacting with Business Customers to resolve issues, analysis, design and build requirements.
- Experience in working with MS WORD, MS-EXCEL, MS-PowerPoint etc.
- Strong leadership qualities with excellent written and verbal communication skills.

EDUCATION:

Bachelor of Technology from Nagarjuna University, AP, India with 81% (2nd top in University)

TECHNICAL EXPERTISE:

Operating System : MVS/ESA, MS-Windows XP/2000/NT, MS-Windows 9*

Languages : COBOL, FORTRAN, SAS, EZTRIEVE, JCL, SQL, T-SQL

DATABASES : DB2, VSAM, SQL Server

OLTP : CICS

Other Utilities & Tools : TSO/ISPF, XPEDITOR, CHANGEMAN, ENDEVOR, SYNC SORT, CA7, CONTROL-M, QUIKJOB, FILE-AID, ABEND-AID, SAR, FTP, NDM, SPUFI, QMF, PLTT Tools, DB2 Triggers, Stored Procedures, MQ Series, Test Director, Quality Center, Lotus Notes, Visio, Power point, MS Word, MS EXCEL, XML Parser, PICCT, MfEEE, MOBIUS, Ednet, Pagenet, IBM Data Studio 4.1, Biztalk Server 2006R2 and 2013, Microsoft Dynamics CRM 2013 and Microsoft Dynamics GP 2006 and 2013.

- Achievements**
- Appreciation award from HBUS Senior Manager for efforts on the CARM Project Release 2.0 launch.
 - Star Performance award from Household International client for the outstanding contributions to the success of Debt Manager Implementation as a member of Business Integration Analyst.

PROJECT PROFILE:

08/2007 to current

Client:Public Employees Insurance Agency, Charleston, WV

Project: BAS – Enhancement and Maintenance (Rob Roberts – Client Team Lead)

PEIA is a West Virginia state Department for dealing with the Health and Life Insurance requirements for all the Public Employees in West Virginia state. This project BAS (Benefit Administration System) is to convert the existing application software (in AS400) utilizing Mainframe technologies like COBOL, JCL, DB2, CICS, PL/SQL, T-SQL, IBM Studio, CRM, Great Plains and Biztalk Integration. SAS is extensively used in this project to generate different kinds of Statistical and Financial reports on adhoc request and regular basis. CONTROL-M is used to schedule and monitoring jobs.

Responsibilities:

- Analyzing business requirements and translating the same into Technical Specifications.
- Analysis, Design, Coding, Review, Testing, Implementation and test data preparation,
- Ensuring compliance with client requirements and design & development standards.
- Ensuring client satisfaction by delivering quality modules on time.
- Liaising with senior management and Insurance TPAs like Wells Fargo, HealthSmart, UMR, Coventry, PBMs like Express Scripts, CVS, MAPD (Humana), BeBetter and WONDR.
- Working with Auditor's office, EPICS, the Government Accounting Applications and

Government Payroll Applications and with the ERP system in OASIS.

- Working with CPRB office and TIAACREF office in regards to Eligibility Audit.
- Working with Medicare Advantage Prescription Drug(MAPD)/Prescription Drug Plan(PDP)
- Working with Tango on ACA (Affordable Care Act) project to create the IRS forms 1094B, 1094C, 1095B and 1095C.
- Production support for the application.

Environment:

Mainframe on OS/390 Operating System, COBOL, JCL, DB2, CICS, SAS, MS Word, MS EXCEL, SYNCSORT, FTP, CONTROL-M, PLATINUM tools, SQL Server, IBM Data Studio 4.1, Microsoft Great Plains 2006 and 2013, Microsoft Dynamics CRM 2013 and Biztalk Server 2006R2 and 2013.

08/2006 to 07/2007

Client: Wachovia Bank, Charlotte, NC.

Lockbox Application – Maintenance and Support Project: (Don Whitman – Client Team Lead)

Lock box processing is a service provided by banks to their corporate customers for the receipt of payments from their customers (end-users). Under their service, the payments made by the end-users are directed to the Lock Boxes, rather than going directly to that corporate customer.

The LB File Combines application is used to provide Data Transmission Services to Wachovia lockbox customers who are not possible from the Lockbox Platforms. It combines data from multiple lockbox sites into a single file and transmits it in a format requested by the customer. The customer may request to provide the data in a BAI format or in an EDI format. The LB application also has the ability to combine Electronic Fund Transfer (EFT) data with Lockbox data.

This application uses batch jobs that run on the JAX, CHL, URP mainframes to implement the customer's requests. Most of the jobs run primarily on JAX. The EFT data can be received from AI collection tables which are loaded by the IPIR (AI) application.

This application currently supports 263 data transmissions to Lockbox Customers.

Responsibilities:

- Interacting with Client/Users on daily/weekly basis to capture the requirements.
- Preparing the Tech Specs based on the Functional Specs by interacting with the users.
- Analysis, Design, Coding, Review, Testing and Implementation.
- Ensuring compliance with client requirements and design & development standards.
- 100% compliance to the Quality processes and predefined Quality goals of the project.
- Preparation of Test data, Test Plans and testing the functionality accordingly.
- Coordinating with customers for SIT and UAT.
- Production Support for the application
- DX to CE conversion tasks by coordinating with the DTS team.

Environment:

Mainframe on z/OS, COBOL, JCL, VSAM, DB2, SQL, CICS, Xpeditor, File-Aid, MOBIUS, PICCT, EZTRIEVE, NDM.

08/2004 to 08/2006

Client: HSBC Bank, Buffalo, NY

HBUS Global Message Scanning System - Development Project:

The Office of Foreign Assets Control (OFAC) of the U.S. Treasury Department publishes an SDN List (Specially Designated Individuals) of individuals, sanctioned countries, and companies associated with terrorism. All U.S. persons, entities, banks, including subsidiaries of U.S. banks and overseas offices, are prohibited against conducting business and financial transactions with the sanctioned countries, individuals, and entities on the OFAC SDN list. The SDN is updated as needed by OFAC as new persons or entities are designated as SDN's or removed from designation. Under OFAC regulations, HSBC Bank USA is required to block or reject accounts, funds transfers, assets, and other interests of sanctioned countries and SDN entities.

The Federal Reserve Bank of NY and New York Banking Dept conducted a compliance review of the Bank Secrecy Act (BSA) during the fourth quarter of 2002. The review identified the need for a centralized system to be implemented for HSBC Bank USA to automate scanning against the OFAC SDN list and other applicable blacklists. The centralized system is the Global Message Scanning System (GMSS), combined with the installation of OFAC-Agent, a vendor package produced by FircoSoft. GMSS formats the messages and sends them to FircoSoft software for scanning.

GMSS works in conjunction with 'OFAC Agent', the vendor package produced by FircoSoft, for OFAC scanning. With GMSS, Bank applications are able to send text messages for scanning. The message is scanned in GMSS and the results of the scan are returned back to the sending application. GMSS provides the users with on-line screens for review and the ability to release, defer, or cancel based on the result of the scan.

HBUS CARM for Banks - Development Project:

CREDIT APPLICATION and RISK MANAGEMENT Project is a compliances project whose function is to automate the Assessment and Application process for counterparties. CARM for Banks is a multi-phase project whose goal is to automate certain GHQ CRF (Group Head Quarters Credit Function) activities, and integrate those processes with other applications that are being concurrently developed under the Credit and Finance Strategic Systems Development Programme (CFSSDP) umbrella of HSBC.

Responsibilities:

- Interacting with Client/Users on daily/weekly basis to capture the requirements.
- Preparing the Tech Specs based on the Functional Specs by interacting with the users.
- Analysis of Database design and Data flow diagrams.
- Ensuring compliance with client requirements and design & development standards.
- 100% compliance to the Quality processes and predefined Quality goals of the project.
- Conducting Defects Causal Analysis and implementing recommendations made.
- Ensuring client satisfaction by delivering quality modules on time.
- Test the functionality, raise defects in Test Director and follow-up as per Defect fixing life cycle.
- Preparing the Test Plans and testing the functionality accordingly.
- Ensuring pre-defined utilization/billing goals.

Environment:

Mainframe on OS/390, COBOL, JCL, VSAM, DB2, SQL, CICS, IMS DB/DC, Xpeditor, File-Aid, MQ Series, ENDEVOR, XML Parser.

02/2004 to 08/2004

Client:- HSBC Bank, Buffalo, NY

HBUS Banking and Investment – Maintenance Project:

Currently all the credit card applications from HSBC are processed by FDR subsystem. After the merger of Household and HSBC it is decided that WHIRL system from Household will now process all HSBC credit card applications. This project deals with the conversion of all credit card application from FDR system to WHIRL system. The existing HBUS system has credit card applications, Loans, Bank accounts (checking & Saving), corporate Credit cards, which are processed by FDR currently. This project only deals with credit card applications. After conversion rest all products will remain on the FDR, while credit cards will start interacting with WHIRL.

Responsibilities:

- Interacting with Client/Users on daily/weekly basis to capture the requirements.
- Preparing the Tech Specs based on the Functional Specs by interacting with the users.
- Analysis of Database design and Data flow diagrams.
- Leading a project of 3 teams at Offshore.
- Planning Project Deliverables and preparing Project Schedules.
- Project Planning, Configuration Management Strategy and Test Strategy.
- Maintaining Project Risk and Issue Logs.
- Ensuring compliance with client requirements and design & development standards.
- 100% compliance to the Quality processes and predefined Quality goals of the project.
- Collate, validate and analyze different metrics,
- Conducting Defects Causal Analysis and implementing recommendations made,
- Ensuring pre-defined utilization/billing goals.

Environment:

Mainframe on OS/390, COBOL, JCL, VSAM, CICS, IMS DB/DC, Xpeditor, File-Aid, ENDEAVOR, EZTRIEVE.

11/2003 to 02/2004

Tech Leader (Senior Programmer) - Kanbay Software (I) Pvt. Ltd, Hyderabad, India.

Household International PeopleSoft Finance – Interface Project:

Household Finance deals with the different Interfaces like Treasury, Payment Order, Asset management, Accounts payable etc. As the Treasury Interface required generating lot of reports based on the day-to-day basis and hence required to code new programs to generate such reports.

Responsibilities:

- Interacting with client over Video conference to gather requirements.
- Preparation of Technical Specifications
- Analysis of Database design and Data flow diagrams.

- Project Planning, Configuration Management Strategy and Test Strategy.
- Ensuring compliance with client requirements, design & development standards.
- Collate, validate and analyze different metrics,
- Conducting Defects Causal Analysis and implementing recommendations made,
- Ensuring pre-defined utilization/billing goals.

Environment:

Mainframe on OS/390, COBOL, JCL, VSAM, IMS DB/DC, Xpeditor, File-Aid, SYNCSORT, CHANGEMAN, NDM.

04/2002 to 11/2003

Sr. Programmer Analyst - Household International, San Diego, CA

Household International Debt Manager Interface – Development Project:

The main objective of this project is to develop an Interface to replace the existing AS/400-based applications as they have served the business well for years, but are not highly automated, and over time have become more difficult to maintain. The business and technology groups together selected the business systems that would replace the current Account Services and Asset Management systems.

Responsibilities:

- Gathering requirements from client
- Transforming the requirements and Knowledge to Offshore
- Analysis of Database design and Data flow diagrams.
- Offshore query resolution
- Preparation of Technical Specifications
- Project Planning, Configuration Management Strategy and Test Strategy.
- Ensuring compliance with client requirements, design & development standards.
- Support to go-live with zero production defects.

Environment:

Mainframe on OS/390, COBOL, JCL, VSAM, DB2, SQL, IMS DB/DC, Xpeditor, File-Aid, SYNCSORT, QUIKJOB, CHANGEMAN, NDM, PLTT tools.

11/2000 to 04/2002

Sr. Programmer/Analyst. - Kanbay Software (India) Pvt. Ltd., Pune, India.

Household NJ – RAL - Maintenance Project:

Household is a Fortune 500 Company and one of North America's leading Consumer Lending institutions and leading providers of consumer loans, credit cards, auto finance, tax-related financial services and credit insurance products in the United States, United Kingdom and Canada.

The project involves Enhancing RAL99 system to RAL2000 and then migrating the existing IDMS-ADS/O system to DB2, SQL-POWER BUILDER system.

Responsibilities:

- Analysis of Functional Specifications
- Design of flow
- Preparing Technical Specifications
- Coding & Review
- Test Cases preparation and Unit Testing
- Status Reporting
- Communicating with Onsite Coordinator for any issues.

Environment:

Mainframe on OS/390, COBOL, JCL, VSAM, DB2, SQL, IDMS, Xpeditor, File-Aid.

06/2000 to 11/2000

Programmer/Analyst - Syntel India Private Ltd., Mumbai, India.

Daimler Chrisler – Maintenance Project:

This is an integration project. At present Chrysler is one of the biggest car manufacturing company running under 2 systems, one in Canada and the other in U.S. The client wants to integrate the two systems with major modifications so as to serve FPDCs and dealers in efficient manner from U.S. itself.

09/1998 to 06/2000

Programmer - Cognizant Technology Solutions, Chennai, India.

CDS Specials – Maintenance & Development Project:

Custom Delivery Services (CDS) is part of Delivery Services division of Services Organization of IMS Health, Health Corporation located at Totowa, NJ. This group services requests from customers that are non-standard in nature. CDS produces reports that require various levels of customization of production reports such as DDD, Xponent etc.

The main aim is to generate custom reports as requested by various customers using production data from IMS database meeting the Standards specified by the client in stipulated time.

IMS America – Y2K Conversion Project:

Intercontinental Marketing Services (IMS) America is a pharmaceutical market research company having more than 70 applications also known as audits to manage Information. The lines of code of all audits exceed 18 million. The objective of the project is to ensure that all audits shall be able to function effectively in the 21st century even.

Responsibilities:

- Verification of request form for completeness/Analysis of Tech Specs.
- Clarify issues if required through Telecon/Mails with onsite coordinators.
- Coding new programs / Modifying existing programs for generating custom reports
- Testing the programs with sample data.
- Communicating with Onsite Coordinator for any issues.
- Generation of Special custom reports with full volume data.
- Inventory preparations.

- Impact Analysis.
- Code Conversion.

Environment:

Mainframe on OS/390 Operating System, COBOL, JCL, VSAM, SAS, Dylakor.