



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

Header @ 2

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 986667

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: DevCare Solutions

Alias/DBA: DevCare Solutions

Total Bid: \$4,225,728.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000122

Published Date: 2/24/22

Close Date: 3/3/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia Solicitation Response

Proc Folder: 986667
Solicitation Description: ADDENDUM NO_1 WVDOT IT Temporary Staffing Services(81220053)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-03 13:30	SR 0803 ESR0303220000005342	1

VENDOR
VS0000036559 DevCare Solutions

Solicitation Number: CRFQ 0803 DOT2200000122

Total Bid: 4225728 **Response Date:** 2022-03-03 **Response Time:** 12:02:29

Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Mainframe Application Analyst				590720.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mainframe Application Analyst				565760.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Application Oracle Database Administrator				665184.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Application Oracle Database Administrator				581984.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application DB2 Database Administrator				657280.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Application DB2 Database Administrator				574080.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	PC Programmer Analyst				590720.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

PC Programmer Analyst

Exhibit A - Pricing Page

WVDOT Information Technology Staffing Services RFQ(81220053)

Revised - Version 2 - 2.22.2022

Contract Item	Description	Est. Qty.	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost	Year 4 Unit Cost	Extended Cost
4.1.1	Senior Mainframe Application Analyst (On-Site)	2080	EA	\$71.00	\$71.00	\$71.00	\$71.00	\$590,720.00
4.1.1	Senior Mainframe Application Analyst (Remote Work)	2080	EA	\$69.00	\$69.00	\$69.00	\$69.00	\$574,080.00
4.1.2	Mainframe Application Analyst (On-Site)	2080	EA	\$68.00	\$68.00	\$68.00	\$68.00	\$565,760.00
4.1.2	Mainframe Application Analyst (Remote Work)	2080	EA	\$68.00	\$68.00	\$68.00	\$68.00	\$565,760.00
4.1.3	Senior Application Oracle Database Administrator (On-Site)	2080	EA	\$79.95	\$79.95	\$79.95	\$79.95	\$665,184.00
4.1.3	Senior Application Oracle Database Administrator (Remote Work)	2080	EA	\$76.95	\$76.95	\$76.95	\$76.95	\$640,224.00
4.1.4	Application Oracle Database Administrator (On-Site)	2080	EA	\$69.95	\$69.95	\$69.95	\$69.95	\$581,984.00
4.1.4	Application Oracle Database Administrator (Remote Work)	2080	EA	\$68.95	\$68.95	\$68.95	\$68.95	\$573,664.00
4.1.5	Senior Application DB2 Database Administrator (On-Site)	2080	EA	\$79.00	\$79.00	\$79.00	\$79.00	\$657,280.00
4.1.5	Senior Application DB2 Database Administrator (Remote Work)	2080	EA	\$77.00	\$77.00	\$77.00	\$77.00	\$640,640.00

4.1.6	Application DB2 Database Administrator (On-Site)	2080	EA	\$69.00	\$69.00	\$69.00	\$69.00	\$574,080.00
4.1.6	Application DB2 Database Administrator (Remote Work)	2080	EA	\$69.00	\$69.00	\$69.00	\$69.00	\$574,080.00
4.1.7	Programmer Analyst (On-Site)	2080	EA	\$71.00	\$71.00	\$71.00	\$71.00	\$590,720.00
4.1.7	Programmer Analyst (Remote Work)	2080	EA	\$70.00	\$70.00	\$70.00	\$70.00	\$582,400.00
Grand Total								\$8,376,576.00

Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the WV Purchasing Division as Change Orders for subsequent years.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Gayathri Prithiviraj

Vendors Signature:

Request for Quotation

WVDOT IT Temporary Staffing and Services (81220053)



West Virginia Department of Transportation
CRFQ 0803 DOT2200000122
03-03-2022

We make the impossible, *possible*

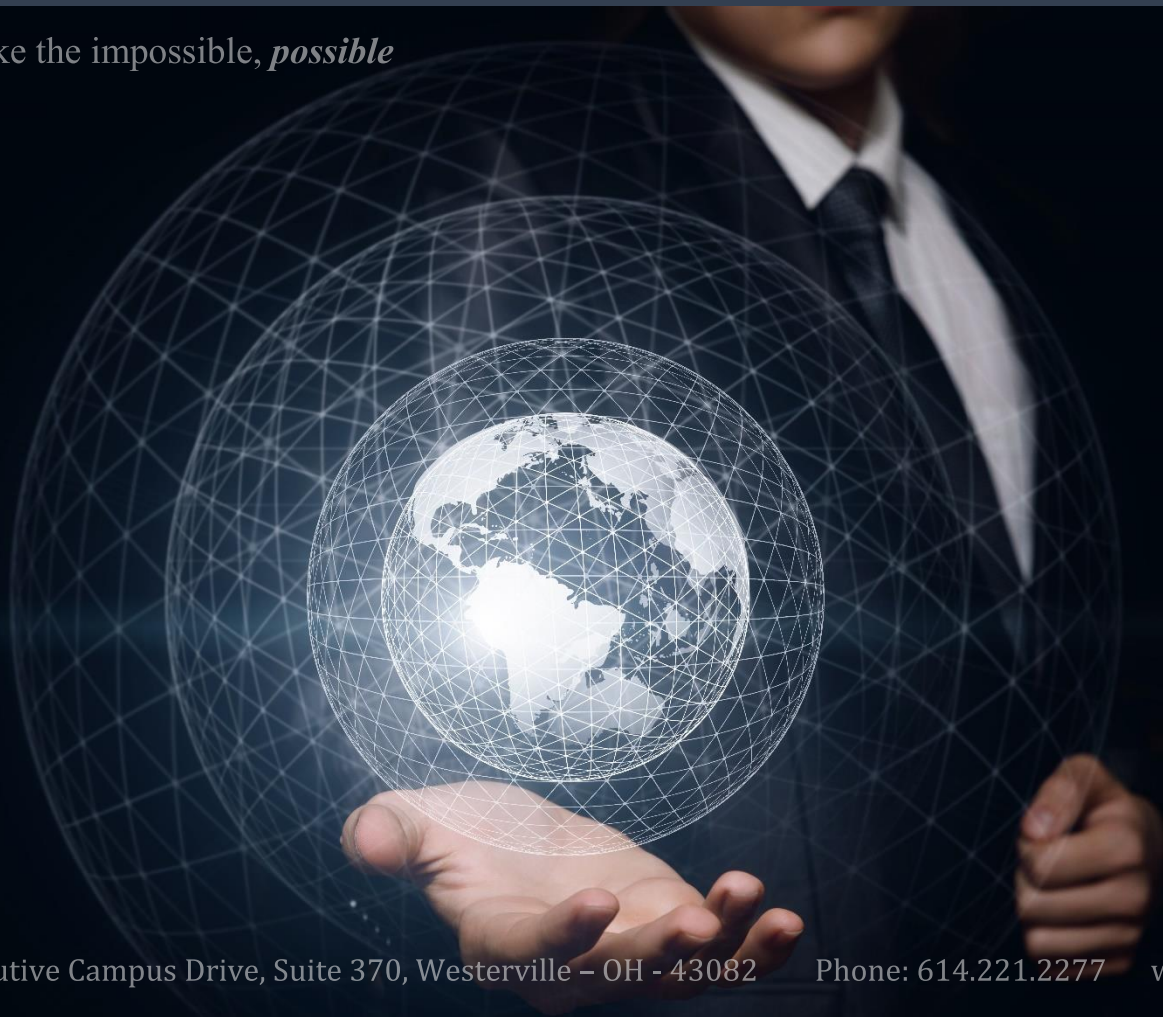


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Cover Letter:

Attn: John Estep,
2019 Washington Street,
East Charleston, WV 25305

03/03/2022

Sub.: Letter of Submittal for West Virginia Department of Transportation - **CRFQ 0803 DOT2200000122** - WVDOT IT Temporary Staffing and Services.

DevCare Solutions Ltd is pleased to submit our response for **CRFQ 0803 DOT2200000122** WVDOT IT Temporary Staffing and Services. We are confident that your review of this proposal will find our response to be not only complete but also compelling regarding the depth of our experience, processes, and capabilities. DevCare Solutions accepts all the terms and conditions in this RFP.

DevCare Solutions understands that West Virginia Department of Transportation, is seeking out multiple open-end contract vendors to provide Information Technology temporary technical services to meet the functional areas and its associated staffing needs listed in this RFQ, our area of expertise on Staff Augmentation services will be best utilized to satisfy the proposed scope of work. WVDOT will use our services to develop modification and enhancement to the computer systems.

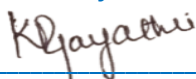
The person authorized to sign a Contract, and receive and sign all formal notices and/or addendum regarding such Contract is given below:

Contact Name : Gayathri Prithiviraj
Title : Business Development Manager
Phone : 614-980-5965
Email : rfp@devcare.com

We certainly believe that the list of requirements specified in this solicitation can be satisfied through our extensive knowledge/expertise. DevCare Solutions will carry out all contract responsibilities in the same highly professional and successful manner to which all our clients have been accustomed.

Thank you for your time and effort in reviewing our proposal and we look forward to the opportunity to assist the West Virginia Department of Transportation with this **CRFQ 0803 DOT2200000122** initiative. Any concerns or clarification can be directed to the contact person mentioned above.

Sincerely,



Gayathri Prithiviraj, Business Development Manager
DevCare Solutions Ltd

QUALIFICATIONS

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

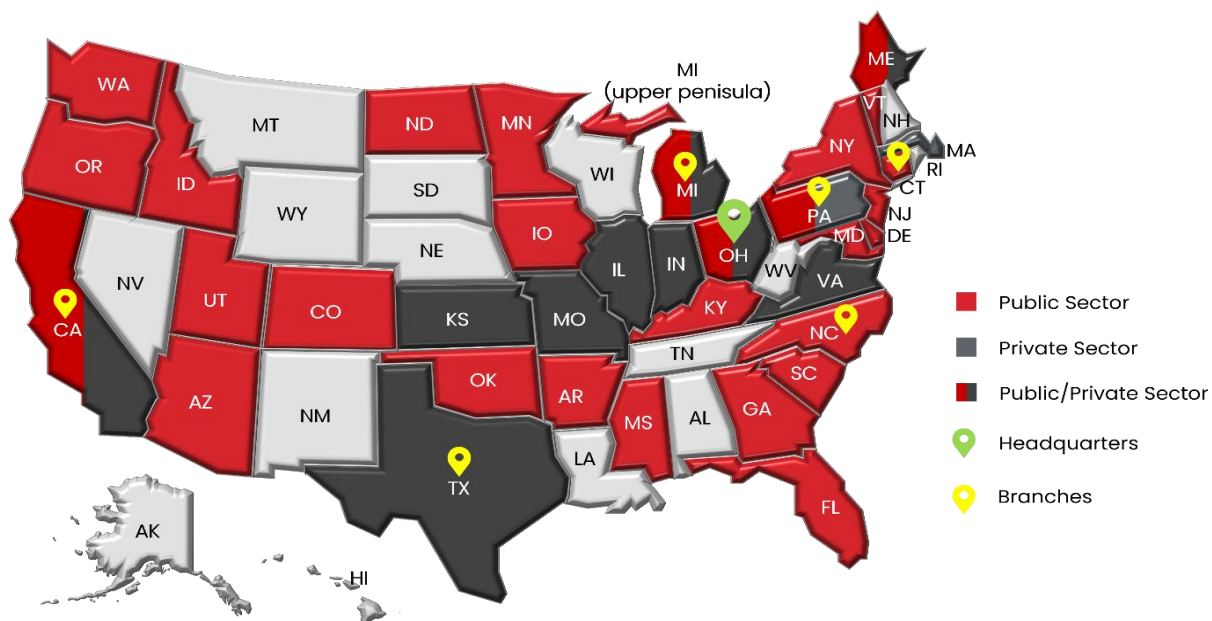
3.1. Vendors shall be in business a minimum of five (5) years, providing similar information technology services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

BACKGROUND INFORMATION ABOUT DEVCARE SOLUTIONS:

DevCare Solutions is an ISO 9001:2015 Certified Company and CMMI Level 3 V2.0 certified Company. DevCare Solutions is also a Certified Minority Business Enterprise (MBE) as certified by NMSDC and the State of Ohio and a Women-owned Business Enterprise (WBE) as certified by WBENC and the State of Ohio. DevCare is an all-in-one consumer oriented premier IT Solutions provider, empowering customers around the world to excel in cutting edge Technology Solutions. DevCare has been providing IT Solutions for over 16 years, presently supporting several high-volume Tier-1 contracts. We strive for excellence in every Sector we service, through competence, innovation, integrity, and one-of-a-kind executions.

DevCare Solutions Ltd was established on April 19, 2005, headquartered in Westerville, OH, DevCare Solutions is currently providing Staffing services to 38 States and several Counties and Municipalities.

DevCare Solutions has in-depth knowledge and experience with various technologies and we are a certified Microsoft Silver Partner, Salesforce Consulting Partner, Amazon Web Services Consulting Partner, APIGEE Digital Partner, Ivanti Partner and RedHat Partner.



Ohio (Headquarters)		
579 Executive Campus Drive, Suite 370, Westerville-OH-43082 Tel: 614-221-2277		
California	Connecticut	Michigan
9891 Irvine Center Drive, Irvine, CA – 92618 Tel: 949-649-4048 Fax: 949-649-4047	515 Centerpoint Drive, Middletown, CT – 06457 Fax: 860-773-0317 Tel: 860-421-4119	120 N Washington Square, Suite 345, Lansing, MI – 48933 Tel: 517-325-5487
North Carolina	Texas	Pennsylvania
555 Fayetteville Street, Raleigh, NC – 27601 Tel: 919-964-3093 Fax: 919-964-3086	24044 Cinco Village Center Blvd., Suite 100, Katy, TX – 77494 Tel: 281-402-2722	2225 Sycamore Street, Harrisburg, PA – 17111 Tel: 717-906-7744 Fax: 717-906-7748

Below are some Achievements and Highlights about DevCare Solutions:

- #1 TOP PERFORMING STAFF AUGMENTATION VENDOR for seven (7) consecutive years under the State of Ohio MSP IT Staff Augmentation Contract, serving over 33 State Agencies.
- Top 5 Performing STAFF AUGMENTATION Vendor for 5 years consecutive years under the State of Michigan and State of Pennsylvania under IT Staff Augmentation Contracts, serving over 12 State Agencies.
- Top 10 Performing STAFF AUGMENTATION Vendor for 3 years consecutive years under the State of North Carolina (serving over 10 State Agencies), New Jersey (serving over 15 State Agencies), Ohio Public Employees Retirement System (OPERS), WA-DOL, and Baltimore City Public Schools
- *ALL Recruiters* are prior Developers, Project Managers, Business Analyst or Engineers, therefore allowing us to retain an extremely talented pool of professionals as we can *thoroughly technically interview them.*
- *Inc. 5000: Fastest Growing Companies in America*
- *"Columbus Business First: 2020 #4 Largest Minority-Owned IT Businesses"*

HISTORY OF DEVCARE:

DevCare Solutions' brief history is provided in the form of a table:

2022	<p>IT Staff Augmentation Clients: *AZ - City of Phoenix, *State of Indiana, *Lab Corp, *AZ - City of Glendale, * OH – Kent State University</p> <p>IT Project Development Clients: *OH - Department of Administrative Services – DBITS</p>
2021	<p>ISO 9001:2015 Certified & CMMI Level 3 V2.0 certified</p> <p>IT Staff Augmentation Clients: * State of Mississippi, * NY - State Energy Research and Development Authority, * Huntington Nation Bank, * Apex Solutions, * CA - Judicial Council of California, * CO - Colorado Spring Utilities, * CA - California University, * WI - City of Milwaukee, * CBC Company Inc., * CA - City of Sunnyvale, *MN - Hennepin County, * OH - Cleveland Metro Parks</p> <p>IT Project Development Clients: * OH - Secretary of State, * Cardinal Health, * CA – City of Sunnyvale, * State of Mississippi, * iMerit * State of Maine, * Informatica</p>
2020	<p>“Awarded Columbus Business First, 2020 #4 Largest Minority-Owned IT Businesses”</p> <p>IT Staff Augmentation Clients: * WA - Liquor and Cannabis Board, * WA - Dept of Corrections (DOC), * CA – LA Unified School District, * FL – Department of Management Services, * WA - Washington University, * VT - Department of Buildings & General Services * CA – Eastern Municipal Water District, * Washington D.C., * OH - Franklin County</p> <p>IT Project Development Clients: * MI – Macomb County, * Lifia * A.J.Boggs & Company, * Molina HealthCare, * Lantel Systems, * La-Z-Boy.</p>
2019	<p>IT Staff Augmentation Clients: * FL - City of Delray Beach, * OH - Cleveland Metro Parks, * CA – Sonoma County Water Agency, * FL - Miami Dade, * GA - Gwinnett County, * CA - County of Santa Clara * MI - Wayne County Airport Authority, * VA - Arlington County Government, * WA - Department of Licensing</p> <p>IT Project Development Clients: * OH - The Adjutant General's Department, * NY - Erie County, * NC - Department of Information Technology IT Services, * Molina HealthCare Implementation Partner, * NC - Department of State Treasurer, * JoyRide, * WA - Washington State Patrol.</p>
2018	<p>IT Staff Augmentation Clients: * State of Minnesota, * GA – Atlanta Public School, * CA – Sacramento Requesting Agency, * CA – Southern California Association of Governments, * KY - Louisville Water Company, * MD - Maryland Health Benefits Exchange, * MD - Baltimore County Public Schools (614-18 & 618-18), * MD - AA County, * California - Department of General Services, * CA - Eastern Municipal Water District, * AZ – City of Phoenix, * Infosys, * CT – City of Greenwich, * MD – Montgomery College, * State of New Jersey</p>

	<p>IT Project Development Clients: * CA - City of Sunnyvale, * NC - Department of State Treasurer, * OH - ODJFS, * OH - Department of Administrative Services, * Canon</p>
2017	<p>IT Staff Augmentation Clients: * CA – City of Sunnyvale, * CA – Fresno County, * State of Massachusetts, * MI – Detroit Public School, * State of Arizona, * State of North Carolina, * GSA - Awarded for Information Technology (IT) Professional Services, * CA – Department of General Services CMAS.</p> <p>IT Project Development Clients: * WA - WA State Patrol, * OH – Department of Administrative Services.</p>
2016	<p>IT Staff Augmentation Clients: * State of Oklahoma, * State of Delaware, * State of Utah, * WA - Dept. of Licensing, * WA - Dept. of Corrections and * State of Florida.</p> <p>IT Project Development Clients: * OH – Department of Rehabilitation and Correction, * Yaaman</p>
2015 - 2006	<p>Recognized as Top 50 fastest growing companies in Columbus, OH Awarded INC 5000 Certified the Minority Business Enterprise from NMSDC and State of OH Certified the Women Business Enterprise status from WBENC and State of OH Awarded for: State of Ohio, North Carolina, Georgia, Oregon, Michigan, Colorado, Pennsylvania, Delaware, Iowa, Virginia, South Carolina – IT Department, Washington – IT Department, and Arizona’s IT department – Maricopa County Job Pencil – Job Portal Developed and Implemented Project</p>
2005	<p>Began operations on April 19th in Columbus, Ohio.</p>

DEV CARE SOLUTIONS KEY DIFFERENTIATORS ARE AS FOLLOWS:

- DevCare treats ALL its employees as FAMILY and its Partners as real Partners, helping them to become successful as it is a reflection on us as well. Morals, honesty, and integrity are what we are built on and have the references and reputation to back it up.
- Most of the bill rate goes straight to the candidates, as they are performing the work. This along with our FAMILY atmosphere results in an extremely low Attrition/Turnover Rate, one of the lowest in the industry. As a matter of fact, our first hired consultant is still with the company. We truly treat each person as a family member, which is very rare to find.
- With over 16 years of experience, DevCare knows the inherent details that differentiate the Public Sector from Private Sector. Knowing these details helps us in selecting the right candidate that works well in your particular environment. Our recruiters focus on identifying candidates specific to the skillset (both technical and soft skill) / functional needs.

- DevCare Solutions provides very competitive staffing rates that are among the best in the industry.
- We offer a satisfaction guarantee: If the Client identifies a performance issue with a placed candidate within the first 2 weeks of work, that candidate will be replaced within 24 - 72 hours and the Client will not be billed for those days.

OUR CAPABILITIES:

Our IT Staffing Services capability is a unique differentiator. Over the years, we have developed several IT practice areas and have provided Client-customizable services to different Public and Private Sector Clients. Our experience in providing long-term and short-term Staffing Services is second to none. DevCare has also shown that it has the capability to effectively deliver IT staffing services to public Clients. In fact, we have had successful engagements with **60+** different public entities, along with more than **20** different private corporations across 38 States in United States. By way of example, our IT staffing services are very similar in size and scope to the staffing needs of WVDOT.

We understand how challenging it can be to support Client staffing needs, so our design and deployment methodologies focus on scalability and supportability. Our staffing practice has helped our Clients consolidate their staffing networks by up to 80%.

DevCare is recognized by our peers in the industry as a leader in IT Solution providers.

A Client from the State of Ohio says the following about DevCare: *"DevCare's experience and good value ensure Client satisfaction and repeat business. DevCare has excellent capabilities and seeks to pragmatically provide IT staffing services into our business processes rather than just deliver people. As an experienced global company, DevCare demonstrates a strong staffing program and program management that inspires considerable repeat business. DevCare's practice focuses on keeping the Client happy."*

We understand our Clients' needs and we work within their framework to be the **"GO-TO"** partner that can provide the **'right people, at the right time, for the right price'**.

DevCare's IT Strategy Transformation practice lends its experience in bringing together teams across the IT organization to streamline processes, reduce silos, improve communications, and improve IT's agility and alignment with the business.



Certified Minority Business Enterprise (MBE) – Ohio - DAS



Certified Woman Business Enterprise (WBE) – WBENC



NMSDC certified Minority Business Enterprise



Certified Ohio Women owned Business Enterprise

With reference to the proposed set of services required to deliver qualified IT candidates, the following is an overview of some of the areas we focus on to satisfy the requirements of the requesting agency.

- Identification of Qualified Personnel
- Pre-screening Procedures / Staffing Availability
- Validation of Profiles
- Coordination / Communication with Consultants & Agency Personnel
- Reference Checks / Background Verification
- Onboarding Procedures / Transition
- Management of Personnel / Subcontractors
- Addressing Concerns
- Training / Development
- Temp / Permanent Replacement
- Documentation
- Workforce Management / Payments
- Legal Responsibilities

INDUSTRIAL TRACK RECORD

- According to our 2020 records, among the 450+ vendors, DevCare has received over 1,600 job requisitions from the State of Ohio, out of which we have provided 2,560 candidate submissions and received 800 interview requests and made 300 job placements. Out of 2,560 candidate submissions, 687 candidates were submitted within 24 hours of the request and competing against 200-300 Vendors. This has resulted in DevCare becoming the #1 Top Performing Vendor under this contract for the past seven years.
- Amongst a field of 400+ State of Pennsylvania authorized vendors, DevCare has received over 900 job requisitions from the Commonwealth of Pennsylvania, out of which we have provided 1255 candidate submissions, received 650 interview requests, and made 140 job placements. Out of 1255 candidate submissions, DevCare has submitted 353 candidates to the Commonwealth of Pennsylvania within 24 hours of requisition notice.
- In the past 12 months, for the State of Michigan, DevCare has processed over 450 job requisitions, provided 610 candidate submissions, received 195 interview requests, and made 63 job placements. Out of 610 candidate submissions, DevCare has submitted 157 candidates within 24 hours of receiving a request. We are a Top 5 Performing Vendor among 450+ State-authorized vendors.

EXPERIENCE IN IT STAFF AUGMENTATION SERVICES

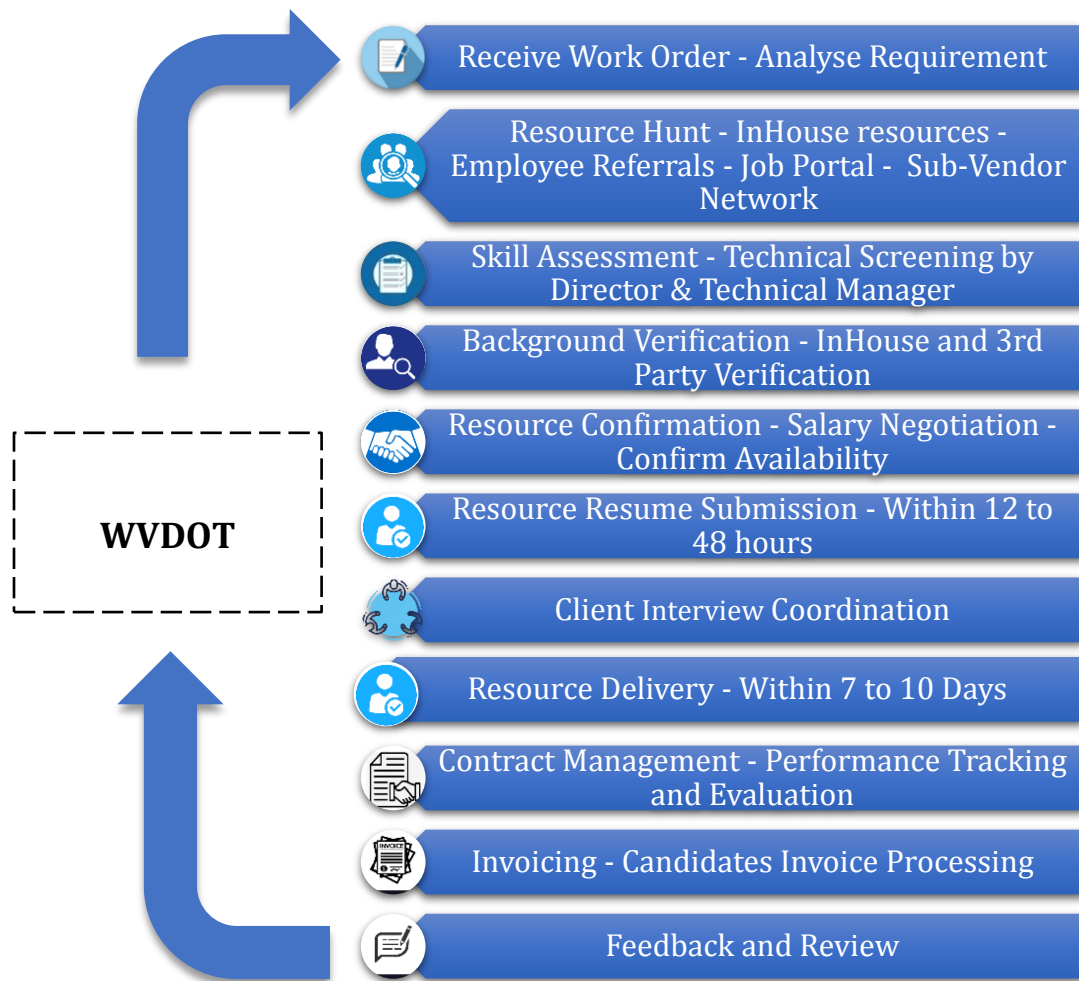
IT Staff Augmentation Placement Counts across various categories.

DevCare Solutions has placed the following number of candidates in each category

Category	Number of Candidates Placed
Application & Development Services	922
Database Services	673
Project Management & Business Analysis	253
GIS Services	93
Desktop Support & Helpdesk	205
Network & Telecommunications Services	99
Information security	96
Quality Assurance	89

RECRUITMENT METHODOLOGY

DevCare Solutions has been providing IT Staff Augmentation services for over 16 years and developed our own 'Go-To-Market Strategy' which enables us to deliver professionals successfully to the respective Clients through a well analyzed market channel. ALL our Recruiters **are former IT professionals and experts in their field (ex-Developers, Business Analysts, Project Managers or Engineers)**. Also, we understand that, what makes a consultant good is not just their technical knowledge and experience and soft skills, but their *commitment* and *passion* as well. The following is a description of our Go-To-Market Strategy.



Based on the above Go-To-Market Strategy, DevCare Solutions’ dedicated service delivery team will adhere to the following Staffing Management Plan upon successful award to satisfy the requesting agency’s resource needs on an as-needed basis.

Client-Vendor Interaction:

DevCare Solutions believes that the key to delivering the right candidate at the right time is with proper Client-vendor interaction.

The designated Account Manager (**Ronald Vogel**) will be actively available from the initiation of the contract and will address any and all concerns. The Account Manager will communicate with the WVDOT representative to address the candidate requirements and make sure resumes are delivered to the WVDOT representative for evaluation. If the candidate is selected for an interview, it will be coordinated by the Account Manager.

The designated Account Manager will attend meet with the designated Hiring Manager(s) to better understand the needs of WVDOT and provide them with the best fit candidate resumes.

DevCare Solutions' Recruitment Methodology

Phase 1: Identify Staffing Requirements

- Identify and understand the requirement(s) from the WVDOT.
- Assign the requirement(s) to the Service Delivery Team.
- DevCare Solutions takes special efforts to reach out to the Clients to understand Client specific needs and preferences to obtain the best candidate possible.

Phase 2: Source/ Screen & Submit

- The Service Delivery Team understands and identifies the type of sourcing strategy needed for the requirement(s) posted.
- Qualified candidates are subjected to Technical Screening and evaluation based on the WVDOT requirements.
- Best candidate resumes are submitted to the WVDOT within 12 -48 hours.
- Communicate effectively with the Service Delivery Teams for successful and on-time submission of the ideal candidate(s).

Phase 3: Organize Interviews

- Upon request for an interview, communicate with WVDOT regarding interview schedules, timelines, evaluation techniques, assessment details, duration of the interview, location, etc.,
- Ensure an interview checklist is developed to cross reference and acknowledge that all arrangements organized on the Client side pertaining to the interview are complied with.
- Provide feedback to the candidate(s) and take measures to proceed further based on the interview result.

Phase 4: Post Interview Coordination

- If selected for an award, initiate offer acceptance confirmation with the selected candidate(s) and inform the WVDOT of acceptance or rejection.
- If accepted, pre-employment checks associated with previous professional qualifications, background checks, reference checks, etc. are initiated.
- An offer is sent which is acknowledged and accepted by the candidate(s).
- Communicate with the confirmed candidate(s) any and all required pre-employment documents required from the WVDOT.

Phase 5: On-Board Procedure

- Confirmed candidate(s) will be informed of the project start date and a work schedule will be prepared.
- The recruiting process for the respective Work Order will be regarded as complete.

Phase 6: Contract Management

- Effective communications will be established with the Contract Management Personnel who will handle all concerns, resolve disagreements, review conflicts of interest and accordingly suggest solutions that are mutually beneficial to both party's interest.
- If there becomes a need to replace a candidate, DevCare Solutions proposes the following plan of action to resolve it.

DevCare Solutions' Approach to Replacing a Candidate:

- The performance of each proposed candidate shall be monitored at all times and shared with WVDOT.
- A meeting/phone call will be held with the WVDOT project representative and the DevCare Solutions representatives to determine the issue. Depending on the issue (technical skill, soft skill, etc.) DevCare can provide training, mentoring, discussions, etc. to determine a resolution. DevCare will also monitor the resolution on a monthly or weekly basis, or as preferred by WVDOT to ensure the matter has been resolved.
- If WVDOT insists on candidate replacement due to performance issues, DevCare Solutions will ensure that a suitable replacement who satisfies the requirements of the position will be submitted to WVDOT within 24 to 72 hours.
- In case of long-term illness, DevCare Solutions will provide WVDOT with new replacement profiles within 24 to 72 hours from our pool of skilled candidates.
- The replaced candidate will be monitored and evaluated monthly by DevCare Solutions and a candidate performance report will be submitted to the requesting agency's representative.
- DevCare Solutions requires a candidate's consent on a 'Letter of Commitment', holding them liable before being placed in a project, this limits the scenario where the candidate leaves the project midway.
- **Note:** We offer a satisfaction guarantee - If the Client identifies a performance issue with a placed candidate within the first 2 weeks of work, that candidate will be replaced within 24 - 72 hours and the Client will not be billed for those days.

Phase 7: Invoicing:

- Client billing and Invoicing processes will be established and adhered to.

DevCare Solutions tracks the requirements posted by its Clientele with its in-house Resource Tracking System (RTS), where all candidate progress is recorded from receipt of the initial requirement to its submission. This tracking system also acts as a candidate database which helps us fill most of the requirements with in-house consultants.

Assigned To	City	Client Name	Due Date	Req. Sub Title	State	Status	View	Actions
1	Kothanadan (0)	Lansing	01-24-2022	Programmer Analyst	Michigan	Awarded		
2	Nagarajan (0/3)	Des Moines	02-17-2022	.Net Developer	Iowa	Awarded		
3	Hemaprabu (0/ Vijay Sathish K)	Columbus	02-09-2022	Project Coordinator	Ohio	Awarded		
4	Hemaprabu (0/ Vijay Sathish K)	Columbus	01-28-2022	Project Coordinator	Ohio	Awarded		
5	Sugasharam (0)	Colorado Springs	10-28-2021	IT Staff Augmentation Services	Colorado	Cancelled		
6	Hemaprabu (0/ Vijay Sathish K)	Columbus	02-18-2022	Solutions Architect	Ohio	Candidate Submitted		
7	Hemaprabu (0/ Vijay Sathish K)	Columbus	02-18-2022	Solutions Architect	Ohio	Candidate Submitted		
8	Hemaprabu (0/ Vijay Sathish K)	Columbus	01-13-2022	Support Specialist	Ohio	Candidate Submitted		
9	Anbarasan (0/5)	Columbus	02-15-2022	Salesforce Admin	Ohio	Candidate Submitted		

CANDIDATE SCREENING PROCESS:

- Understanding the requirement:** DevCare Solutions first takes time to understand the requirements of the Client. The requirements are assigned by the Account Manager to the designated Service Delivery Team who very keenly understand the requirements of the Client.
- Sourcing Strategy:** The Services Delivery Team after analyzing the requirements will establish suitable channels to source the right set of candidates. The sourcing channels including but are not limited to:
 - Employee referral program
 - Our own Internal Talent Pool of candidates
 - Social media recruiting
 - Job Portals
 - Subcontracting – as a last resort
- Initial Level Candidate Screening:** The Recruiters from the Services delivery team will reach out to the candidates who are best suited and check for their availability along with other aspects like, resume, certifications, licenses, communication skills, experience, etc.
- Skill Matrix:** The shortlisted candidates from the previous stage are further evaluated by developing the Skill Matrix (a table depicting the mandatory and desirable skills required), to check if the candidate meets or exceeds the minimum qualifications and if they possess the mandatory and required skills as per the Client's requirements.
- Technical Screening:** The candidate resumes that pass the Skill Matrix stage are then subjected to one-on-one Technical Screening with experienced Technical Managers who will test the candidates' skills on their work experience and technical knowledge. The

Technical Managers will be from the top of their fields and will have a full understanding of the Client Requirements.

- The best candidate resumes will be submitted to the Client within 12 -24 hours.

BACKGROUND CHECK PROCEDURE

DevCare Solutions takes immense care to ensure the authenticity of the candidates and their documents. DevCare Solutions has a two-step process for performing background checks as depicted below. DevCare Solutions background check procedures are highly customizable as per Client needs.

- In-house Background Check.
- 3rd Party Background Check.

In-house Background Check:

- Reference checks are performed
- An In person meeting or Webcam call is placed to verify the identification of the candidate
- Copies of important document such as State ID, Driving License, Work Authorization etc., are collected with candidate's approval.
- Resume screening verification and validation and technical assessment screening.

3rd Party Background Check:

All background checks of potential candidates are carried out by our 3rd Party Background check partners; **HireRight** (<https://www.hireright.com/>) and **Info Cubic LLC** (<https://infocubic.com/>).

3rd Party Background check will include but are not limited to the verification and validation of:

- A. Social Security Number
- B. Primary Name Searches as well as AKA's
- C. Five (5) to Seven (7) panel Drug/Alcohol Screening
- D. Education
- E. Work History (greater of minimum 5 years or last 3 employers)
- F. Professional Licenses (active)
- G. Unlimited National, State, County and Local Criminal Activity for prior 7 years
- H. 50 State Sex Offenses for prior 7 years
- I. Professional References

Things to know about HireRight:

- HireRight developed the industry's first Internet-based background screening solution and launched it in June 1997.
- HireRight was the first to develop pre-integrated background screening solutions with leading e-recruiting applications, and now offers more of these solutions than any provider in the industry.
- HireRight partners with the industry's top e-recruiting solution providers, such as Oracle, Taleo, Kenexa, SAP, ADP/VirtualEdge, SilkRoad, PeopleAdmin, HealthcareSource, and HRsmart, to co-develop unique, pre-built, pre-integrated employment screening solutions that allow organizations to leverage their recruiting solution investment for background screening.

Things to know about Info Cubic LLC:

- Since 2002, Info Cubic has provided world-class customer service, industry-leading turnaround times and accurate search results. Our tremendous Client referral rate is concrete proof of this strong commitment.
- Info Cubic is accredited through the National Association of Professional Background Screeners (NAPBS), ISO 9001:2015 certified and was named to the 2015 and 2016 HRO Today Baker's Dozen Customer Satisfaction Ratings.

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3.2. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid.

CANDIDATE DETAILS

The Candidate details enlisted below represents the requirements from Section 1.

Candidate Name	Ramanadham pullabhatla
Client Name	State of New Jersey – Treasury via Knowledge Services
Start and End Date	11-29-2021 to Till Date
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	Programmer with IBM COBOL, Natural and CICS experience required. Oracle SQL experience required. Knowledge of ADABAS would be a plus. These positions would supplement full time employees in order to keep existing business-critical systems functioning. This involves maintenance & statute-based changes to tax & revenue mainframe systems. Programmers with IBM COBOL, and CICS experience required. Natural is required. Oracle SQL experience required. Knowledge of ADABAS would be a plus. Other duties include meeting with clients, documentation & testing.

Candidate Name	Jyothsna Boomii reddy
Client Name	State of Michigan- Department of Center for Shared Solutions via Knowledge Services
Start and End Date	10-16-2018 to 02-08-2019
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	Senior oracle DBA provides maintenance of physical database, Creates physical database objectives following established standards and processes employed by database team. Enforces database standards and follows up on inconsistencies, Performs

	<p>routine reviews of databases and systems to ensure acceptable levels of performance. Reports problem performance areas and recommendations for improvement. Follows up on recommendations and actively pushes for implementation as appropriate. Understands and applies database concepts such as database definitions, parameters, database component placement, reorganization, access methods and security definitions.- Works with capacity planning, operations, application developers and other TSG teams on database performance and access issues.</p>
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Candidate Name	Ramesh Reddy Andela
Client Name	State of Pennsylvania- Department of Labor & Industry via OST Global Inc.
Start and End Date	11-07-2018 to Till Date
Contact Name	Drew Ellis
Contact Number	717-639-8011
Contact Email	dmellis@ostglobal.com
Job Description	<p>Implement and support special database technologies including Advanced Data Guard, Oracle Database Upgrades Supporting FileNet and other applications, support infrastructure for Sybase IQ and Mainframe DB2/zOS.</p> <p>The Department of Labor and Industry seeks a qualified Oracle Database Architect/specialist with experience in performing upgrades in multi-tiered, high-availability environments. The successful candidate will have an understanding of performing upgrades from 11g to 12c installed on AIX Power7 and Power5. Must have the ability to work with Automated Storage Management (ASM), Real Application Clusters (RAC), and Replication.</p> <p>In addition to traditional database administration and infrastructure support, special technologies designed to enhance the delivery center in its availability management and business intelligence initiatives. This resource will be required to provide oversight to one other database administrator supporting the decision support database.</p> <p>The department is consolidating IT resources creating a need for a specialist to oversee infrastructure maintenance for several platforms. Sybase IQ and DB2/zOS are utilized in another agency creating a complex management situation, however day-to-day database administration is not required. An additional resource to support these two platforms is expected to be acquired.</p>

Candidate Name	Venkata Krishna Hasti
Client Name	State of Michigan- Department of Transportation via Knowledge Services
Start and End Date	08-31-2015 to Till Date
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	A Senior Oracle DBA for its Enterprise Customer Service Department that will provide enterprise-wide technical expertise in ORACLE database administration to the database team, application development teams, data architects, and business data stewards. This position is to serve as an Oracle Database Administrator responsible for supporting Oracle database environments for the Department of Transportation. The person in this position will plan, coordinate and implement a full range of professional database administration tasks and duties: Database installation, patching and configuration; Database performance monitoring, tuning and troubleshooting; Database backup and recovery; and Data migrations and management.

Candidate Name	Sirish Chandra Madanapally
Client Name	State of Michigan -ORS via Knowledge Services
Start and End Date	01-29-2018 to 07-16-2018
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	Design, develop, document, analyze, create, test and modify computer systems, programs and integrations. Apply system-analyst techniques and procedures, including consulting with users to determine hardware, software or systems functional specifications Arrange project requirements in programming sequence by analyzing requirements; preparing a work flow chart and diagram using knowledge of computer capabilities, subject matter, programming language, and logic. Program the computer by encoding project requirements in computer language; entering coded information into the computer. Analyze user information system needs. Document the functionality and requirements. Research, evaluate and recommend solutions and appropriate technology to meet user's needs.

	<p>Provides reference for use of prime and personal computers by writing and maintaining user documentation; maintaining a help desk.</p> <p>Maintains computer systems and programming guidelines by writing and updating policies and procedures.</p> <p>Develops and maintains applications and databases by evaluating client needs; analyzing requirements; developing software systems.</p>
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Candidate Name	Gangabyraiah Manjunath
Client Name	State of Michigan - DEQ/DNR/MDARD via Knowledge Services
Start and End Date	07-17-2017 to 09-28-2018
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	<p>The programmer analyst has many responsibilities, all focusing on software development and system analysis. Include a detailed list of the day-to-day activities in your programmer analyst job description so the new hire will know what to expect. You could include:</p> <p>Installs troubleshoot systems.</p> <p>Develops and maintains applications and databases by evaluating client needs, analyzing requirements, and developing software systems.</p> <p>Identifies requirements by establishing personal rapport with potential and actual clients.</p> <p>Programs the computer by encoding and adding project requirements in computer language.</p> <p>Maintains the company website.</p> <p>Confirms program operation by conducting tests.</p> <p>Arranges project requirements in programming sequence by analyzing requirements.</p> <p>Provides custom reports using database and report-writing tools.</p> <p>Responds to IT-related issues and provides support where necessary.</p> <p>Maintains professional and technical knowledge by attending educational workshops.</p> <p>Keeps equipment operational by calling for repairs and following manufacturer's instructions.</p> <p>Protects the company by keeping information confidential.</p>

Candidate Name	Abhishek Ramapuram
Client Name	State of Michigan -DTMB- ORS via Knowledge Services
Start and End Date	05-20-2019 to 01-31-2020
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	<p>Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.</p> <p>Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, clinical research trial results, statistical study of traffic patterns, or analyzing and developing specifications for bridge design, to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plan outlining steps required to develop program, using methodologies such as structured analysis and design or object-oriented development.</p>

Candidate Name	Vinod Baban Madane
Client Name	State of Ohio- Department of Developmental Disabilities via OST Global Inc.
Start and End Date	10-19-2015 to Till Date
Contact Name	Drew Ellis
Contact Number	717-639-8011
Contact Email	dmellis@ostglobal.com
Job Description	<p>A programmer analyst is responsible for the development of new and improved computer programs. Typical duties for this position include creating language codes for programs, testing functionality and reviewing errors to troubleshoot issues. Additional tasks may include providing support and training to relevant personnel to use the computer programs designed effectively. Depending on the internal organizational structure of the company, program analysts may progress into a managerial or executive position.</p> <p>Collect datasets and information regarding customer problems in the industry</p>

	<p>Analyze the datasets and information to produce reports, forecasts and recommendations for the creation of a new program</p> <p>Develop new and improved computer programs as required of the business</p> <p>Create language codes for programs and review it for errors</p> <p>Test the functionality of the program and troubleshoot the issues</p> <p>Create documentation to help users understand how to use the program effectively</p> <p>Optimize programs to be user-friendly, efficient and effective</p> <p>Correspond with relevant departments to retrieve feedback from beta testers</p>
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Candidate Name	Baddam Srujan Reddy
Client Name	State of Michigan-DEQ, DNR, MDARD via Knowledge Services
Start and End Date	01-06-2020 to 04-22-2020
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	<p>Programmer/Analyst supporting MAGG(Motorized automated grants given) application. Advanced skills in c#.net using the MVC Framework, ASP.NET, CSS3.x, Bootstrap, HTML5, JavaScript, SQL, AJAX, XML, AngularJS, TypeScript</p> <p>Advanced skills in c#.net using the MVC Framework, ASP.NET, CSS3.x, Bootstrap, HTML5, JavaScript, SQL, AJAX, XML, AngularJS, TypeScript are required. Advanced skills writing database scripts, stored procedures, functions, triggers, and SSIS packages are required. Experience with Agile software development methodology</p> <p>Experience producing deliverables using the Systems Engineering methodology (SEM). Effective at completing highly complex assignments in a high stress work environment. Ability to troubleshoot application issues under pressure. Knowledge of ADA compliance requirements.</p> <p>This is a senior level programmer/analyst position experienced in C#.Net programming languages. Duties require programming, accessing relational databases, performing unit tests, creating test plans, executing system tests, and managing software source control and versioning for developed code. This position will perform new development, enhancement and maintenance work. This position will provide technical support to other developers working on MAGG project, including review of assignments, peer code reviews, test results and problem analysis.</p>

Candidate Name	Nitin Kumar
Client Name	State of Michigan – MDE via Knowledge Services
Start and End Date	03-23-2020 to 04-17-2021
Contact Name	Julie Gerts
Contact Number	317-806-6110
Contact Email	julieg@knowledgeservices.com
Job Description	<p>This position serves as a programmer/analyst (developer) in support of applications and business process for IT systems within the Department of Education (MDE). Plans, develops, tests, and documents computer programs, applying knowledge of programming.</p> <p>This position serves as a programmer/analyst (developer) in support of applications and business process for IT systems within the Department of Education (MDE). The position is responsible for a diverse and challenging set of assignments encompassing a range of information technology analysis, design, development, and maintenance work related to the agency’s databases and website applications. This is a programmer / analyst position, within a team of information technology professionals. The developer is responsible for leading tasks which achieves the goals and mission of the agency.</p>

FORMS

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: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ 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.
- State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:
 - State of WV
1900 Kanawha Blvd. E., Bldg. 5
Charleston, WV 25305
 -
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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.

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.

KD Gayathri

(Name, Title)
Gayathri Prithiviraj, Business Development Manager

(Printed Name and Title)
579 Executive Campus Drive, Suite 370, Westerville – OH - 43082

(Address)
Phone: 614-980-5965, Fax: 614-867-9367

(Phone Number) / (Fax Number)
rfp@devcare.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.

DevCare Solutions Ltd

(Company)

KD Gayathri

(Authorized Signature) (Representative Name, Title)

Gayathri Prithiviraj, Business Development Manager

(Printed Name and Title of Authorized Representative)

03-02-2022

(Date)

Phone: 614-221-2277 , Fax: 614-867-9367

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
WVDOT Information Technology Temporary Staffing Services (81220053)

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish multiple open-end contracts for information technology temporary technical staffing services. This contract shall cover for the following position classifications:

1. Senior Mainframe Application Analyst
2. Mainframe Application Analyst
3. Senior Application Oracle Database Administrator
4. Application Oracle Database Administrator
5. Senior Application DB2 Database Administrator
6. Application DB2 Database Administrator
7. PC Programmer Analyst

The position classifications listed above are to provide for the technical expertise to meet the contracted staffing needs for all entities within the West Virginia Department of Transportation for support of the department's IT efforts. These services would be used to develop modifications and enhancements to the computer systems for the end-user State agency, as well as mentor, provide technical training and support and provide "shadowing" opportunities for State analysts, among other tasks as defined by the end-user State agency on its Delivery Order for the services.

Though the majority of the requested services are likely to be for work in the metro-Charleston, WV area, during the life of the contract, the end-user Agency may be located in, and may request services be provided in the entire State of West Virginia.

BACKGROUND & CURRENT OPERATING ENVIRONMENT: The end-user Agencies manage many systems (some specifically designed for the Agencies) that support various applications for the State of West Virginia. These systems have varying platforms. Mainframe - DB2 and VSAM. Client server- Visual Studio, both Microsoft SQL Server and Oracle databases. At times, these Agencies require additional technical expertise and support to accomplish specific project goals for these systems. Currently our main need is for assistance with the mainframe environment.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 "Contract Services" means providing temporary staffing services for the list of classifications identified in Section 1 (above) and/or Section 4.1 (below) as more fully described in these specifications.

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2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

2.4 “DB2” means IBM’s DB2 database software.

2.5 “VSAM” means Virtual Storage Access Method which is used for IBM’s mainframe computer system.

2.6 “Oracle” is an object-relational database developed by Oracle Corporation.

2.7 “Microsoft SQL Server” is a relational database developed by Microsoft.

2.8 “Visual Studio” is a source code editor that runs on the Windows operating system for personal computers.

2.9 “.NET” means Microsoft’s .NET or .NET Framework software.

2.10 “SDLC” means Software or Systems Development Life Cycle, a standard term to describe the process of planning for, creating, testing, and deploying software or systems applications.

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. Vendors shall be in business a minimum of five (5) years, providing similar information technology services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

3.2. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid.

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4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Senior Mainframe Application Analyst:

- 4.1.1.1** Senior Mainframe Application Analyst must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience required.
- 4.1.1.2** Senior Mainframe Application Analyst must have a minimum of five (5) years of Mainframe Application development experience using COBOL, CICS, and JCL.
- 4.1.1.3** Senior Mainframe Application Analyst must have a minimum of five (5) years of Relational Database experience.
- 4.1.1.4** Senior Mainframe Application Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.1.5** Senior Mainframe Application Analyst must have a minimum of three (3) years of experience as a lead analyst or in a senior analyst role.
- 4.1.1.6** Senior Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.2 Mainframe Application Analyst:

- 4.1.2.1** Mainframe Application Analyst must have a minimum of three (3) years of Mainframe Application development experience using COBOL, CICS and JCL.
- 4.1.2.2** Mainframe Application Analyst must have a minimum of three (3) years of Relational Database experience.

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4.1.2.3 Mainframe Application Analyst must have a minimum of three (3) years of Analysis and Design experience.

4.1.2.4 Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.3 Senior Application Oracle Database Administrator:

4.1.3.1 Senior Application Oracle Database Administrator must be an Oracle Database Administrator Certified Professional.

4.1.3.2 Senior Application Oracle Database Administrator must have a minimum of ten (10) years of experience with the maintenance and management of Oracle database systems.

4.1.3.3 Senior Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of six (6) years of equivalent work experience.

4.1.3.4 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an Oracle database.

4.1.3.5 Senior Application Oracle Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).

4.1.3.6 Senior Application Oracle Database Administrator must have a minimum of five (5) years in optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.

4.1.3.7 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.

4.1.3.8 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.

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- 4.1.3.9** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.
- 4.1.3.10** Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience with the utilization and administration of Oracle Warehouse Builder.
- 4.1.3.11** Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.

4.1.4 Application Oracle Database Administrator:

- 4.1.4.1** Application Oracle Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of Oracle database systems.
- 4.1.4.2** Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of three (3) years of equivalent work experience.
- 4.1.4.3** Application Oracle Database Administrator must have a minimum of two (2) years of experience in providing connectivity to an Oracle Database.
- 4.1.4.4** Application Oracle Database Administrator must have a minimum of two (2) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).
- 4.1.4.5** Application Oracle Database Administrator must have a minimum of two (2) years in optimizing SQL execution for Oracle SQL procedures, functions, packages, and triggers.
- 4.1.4.6** Application Oracle Database Administrator must have a minimum of two (2) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.
- 4.1.4.7** Application Oracle Database Administrator must have a minimum of two (2) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.

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4.1.5 Senior Application DB2 Database Administrator:

- 4.1.5.1** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of DB2 database systems.
- 4.1.5.2** Senior Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience.
- 4.1.5.3** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions to a DB2 database.
- 4.1.5.4** Senior Application DB2 Database Administrator must have a minimum of five (5) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.5.5** Senior Application DB2 Database Administrator must have a minimum of five (5) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.5.6** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.5.7** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.
- 4.1.5.8** Senior Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.6 Application DB2 Database Administrator:

- 4.1.6.1** Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an

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accredited institution or a minimum of six (6) years of equivalent work experience.

- 4.1.6.2** Application DB2 Database Administrator must have a minimum of four (4) years of experience with the maintenance and management of DB2 database systems.
- 4.1.6.3** Application DB2 Database Administrator must have a minimum of three (3) years of experience in managing permissions to a DB2 database.
- 4.1.6.4** Application DB2 Database Administrator must have a minimum of three (3) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.6.5** Application DB2 Database Administrator must have a minimum of three (3) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.6.6** Application DB2 Database Administrator must have a minimum of three (3) years of experience in Data Modeling.
- 4.1.6.7** Application DB2 Database Administrator must have a minimum of three (3) years of experience developing and performing disaster recovery procedures.
- 4.1.6.8** Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.7 PC Programmer Analyst:

- 4.1.7.1** Programmer Analyst must have a minimum of a Bachelor's degree from an accredited college or university in computer science or related field including but not limited to business data programming, business systems analysis, computer servicing technologies, information systems management, data processing or computer engineering, **OR** a minimum of an associate's degree and eighteen (18) months of equivalent work experience **OR** a minimum of three (3) years equivalent work experience.

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- 4.1.7.2 Programmer Analyst must have a minimum of three (3) years of experience with database management, documentation project control techniques, data processing concepts and equipment usage.
- 4.1.7.3 Programmer Analyst must have a minimum of three (3) years of experience developing and maintaining complex systems and evaluate and analyze system requests to develop work plans for systems development and maintenance.
- 4.1.7.4 Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.2 VENDOR RESPONSIBILITIES

- 4.2.1 Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by the Agency, Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.
- 4.2.2 Successful vendors must provide staffing as requested by the Agency. Assignments also may be for a specified period of time and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from the Agency, or consistently being unresponsive to Agency's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3 Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.
- 4.2.4 Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered

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(ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.

4.2.5 Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.

4.2.6 Successful vendor having the first priority contract for any classification required by the Agency will be contacted first and will have 48 hours (2 business days) to **acknowledge the initial contact request for staffing** (in writing, by a means dictated by the Agency on the initial contact request, but likely by email or fax), and **must inform the Agency if they are able or unable to fulfill the request**. If unable to supply a candidate at the time, Vendor must provide a written waiver to the Agency within this same 48 hours (2 business days) timeframe. Failure to provide a written waiver will serve as a waiver as it pertains to the Agency's ability to proceed to contacting lower priority vendors. However, repeated failure to provide a written waiver may be grounds for cancellation of a vendor's entire contract (ie, all awarded classifications).

If able to supply candidate(s), Vendor must provide to the Agency a list of potential candidates for staffing needs within 2 weeks (10 business days) of the initial notification of need. Vendors must provide all documentation for every candidate who indicates they meet the requirements for the classification, including a qualifications document, template supplied by the agency, and resumes. Vendors may send multiple resumes so the agency may choose the most appropriate candidate.

Should a vendor not respond within the allowed number of days from the original notice of the Agency need (eg, 2 days to confirm/waiver a request; 10 business days to provide a list of candidates), the vendor with the second priority contract and other priority vendors for the classification will be contacted and given the opportunity to provide needed staffing. Evaluation will be completed in order of priority.

This second vendor will follow the same process as the first vendor; then the third vendor, and so on, until either a vendor successfully provides a staffing candidate, or all vendors qualifying for award of a contract for that classification are contacted. No second opportunity to meet the need will be given to any vendor until all vendors have been contacted in order of award.

The Vendor's provided candidate must consistently perform the contracted duties as outlined in these specifications or in the project-specific scope included within any Delivery Order. The Agency will notify the awarded vendor if a Vendor's employee fails to consistently perform the contracted duties. The Agency may, as part of this notification, request the Vendor replace the candidate; if so, the Vendor has 2 weeks (10 business days) from this notification to provide the qualifications

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WVDOT Information Technology Temporary Staffing Services (81220053)

for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.

- 4.2.7** The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.
- 4.2.8** If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to the Agency a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that the agency may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If the Agency needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).
- 4.2.9** Successful Vendors and candidates must comply with all Agency policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by the Agency.

4.3 DUTIES AND RESPONSIBILITIES OF THE AGENCY

- 4.3.1 Ordering Procedure:** Agency will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. Agency may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; the Agency has full discretion on how they wish to organize and issue notifications to the Vendor with

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current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of the Agency (ie, the Agency should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, the Agency requires two Mainframe Application Analyst for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification.

Upon receipt of required documents, interviews will be conducted, and review of qualifications will be performed by the Agency in order to verify the candidate meets the requirements for the requested classification.

After the Agency has chosen the candidate from those provided by the Vendor, the Agency will notify the vendor for a signed, dated quote (see Vendor Responsibilities, above), then complete a Delivery Order noting the Candidate, the Hourly Rate, the Quantity of Hours required for the project, start and end dates for the Delivery Order/Project, and any other information or requirements pertinent to the project for each classification requested.

Delivery Orders in excess of \$250,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Orders of \$250,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in wvOASIS).

- 4.3.2** Successful Vendor(s)' candidate shall work under Agency supervision. The Agency shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at the Agency.
- 4.3.3** Agency reserves the right to terminate the candidate selected for a position providing services to the Agency without cause if it is determined to be in the best interest and well-being of the Agency. Termination would occur by cancellation of the remainder of the Delivery Order and does not require prior notification to the Vendor.
- 4.3.4** 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

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Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS – <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

DOL – <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

Prior to utilizing the services available under this contract, each agency 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 each agency 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.

- 4.3.5** It is the sole responsibility of the Agency to insure that they are notifying the appropriately prioritized vendor for each classification; the Vendor is not responsible for determining if the Agency has acquired the necessary waiver from, or documented the non-responsiveness of, any other vendor in order for them to be appropriately contacting the current Vendor.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to ensure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An

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indicator of “1” on the spreadsheet contract Pricing Synopsis shall indicate First Priority; “2” shall indicate Second Priority, etc.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor’s bid being disqualified. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a “no bid” or “N/A” on their bid. Vendors may opt to bid different hourly rates for each renewal year.

Vendor should type or electronically enter the information into the Pricing Pages 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: John.W.Estep@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 only the hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel 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.

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9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Gayathri Prithiviraj
Telephone Number: 614-980-5965
Fax Number: 614-867-9367
Email Address: rfp@devcare.com

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), 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: DevCare Solutions Ltd

Authorized Signature: *J. Lamkus* Date: 03/01/2022

State of Ohio

County of Delaware, to-wit:

Subscribed, and sworn to before me this 1st day of March, 2022.

My Commission expires January 27th, 2027.

PLACE SEAL HERE



SHANE MATTHEW HAMILTON
Notary Public
State of Ohio
My Comm. Expires
January 27, 2027

NOTARY PUBLIC

Shane Hamilton

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: DevCare Solutions Ltd Address: 579 Executive Campus Dr
WESTERVILLE - OH - 43082

Name of Authorized Agent: Ramkumar Regupathy Address: 579 Executive Campus Drive,
Suite 370, Westerville - OH - 43082

Contract Number: 81220053 Contract Description: WV DOT Information Technology Temporary Staffing Services

Governmental agency awarding contract: West Virginia Department of Transportation

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 03/01/2022

Notary Verification

State of Ohio, County of Delaware

I, Ramkumar Regupathy, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under penalty of perjury.

Taken, sworn to and subscribed before me this 1st day of March, 2022.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



SHANE MATTHEW HAMILTON
Notary Public
State of Ohio
My Comm. Expires
January 27, 2027
Revised June 8, 2022

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000122

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

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

Addendum Numbers Received:

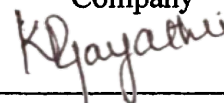
(Check the box next to each addendum received)

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

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

DevCare Solutions Ltd

Company



Authorized Signature

03-02-2022

Date

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