

Mahantech Corporation 405 Capitol St., Ste. 101

September 27, 2022

Bid Clerk Department of Administration **Purchasing Division** 2019 Washington Street East Charleston, WV 25305 US

09/27/22 13:01:50 WW Purchasine Division

Buyer: Melissa Pettrey

Re: Request for Quotation (Application Developer

(Solicitation No: CRFQ 0203 CPR230000001))

Dear Bid Clerk.

We appreciate the opportunity to propose our company as a potential resource to meet the requirements of the above-mentioned RFP for the State of West Virginia. Our proposal is built upon a proven history of success and we are sure that we can create a worthwhile business partnership with your agency.

In response to the solicitation number: CRFQ 0203 CPR230000001, we have enclosed the following documents as required:

- 1) Cover Letter
- 2) CRFQ CPR23-1
- 3) Exhibit A Pricing Page
- 4) Final_CRFQ_0203_CPR2300000001_1_WV_CRFQ_FORM
- Final_CRFQ_0203_CPR2300000001_2_WV_CRFQ_FORM
- 6) Add. No. 1
- 7) Certificate of Insurance
- 8) Copy of MS Diploma

Mahantech Corporation provides Information Technology-related services to both government entities and private corporations. With experience covering more than 20 years, our management and staff understand the unique challenges faced by state government. We are experts in providing insight across multiple facets of IT and business collaboration. Mahantech Corporation is committed to working with its clients in the most efficient and cost-effective manner. Since 1998, Mahantech Corp. has been providing Information Technology staff augmentation services to multiple clients across the USA.

We look forward to the opportunity of working with you.

Sincerely,

Channa M Arjuna

President



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

2022-09-27

13:30

State of West Virginia Centralized Request for Quote Service - Prof

Date Issued	Solicitation Closes	Solicitation No	Version
Proc Type:	Central Master Agreeme	nt	
Doc Description:	RFQ for 1 Application De	eveloper	
Proc Folder:	1096194		Reason for Modification:

CPR2300000001

1

0203

BID RECEIVING LOCATION

BID CLERK

2022-09-12

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Mahantech Corp

Address:

Street: 405 Capitol St, Ste 101

City: Charleston

State: WV Country: USA Zip: 25301

CRFQ

Principal Contact: Channa M Arjuna

Vendor Contact Phone: 304-720-2246 Extension: 1001

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Vendor Signature X

FEIN# 34-1855567

DATE 09/27/2022

All offers subject to all terms and co∮ditions contained in this solicitation

Date Printed: Sep 12, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (CPRB) to establish a contract for one (1) Professional Application Developer for the COMPASS System. This contractor will provide application development services to maintain, enhance, and support the ongoing operations of the COMPASS system per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO		
CONSOLIDATED PUBL RETIREMENT	IC	CONSOLIDATED PUBL RETIREMENT	IC	
4101 MACCORKLE AVI	E SE	4101 MACCORKLE AVE	ESE	
CHARLESTON	w	CHARLESTON	WV	
US		US		

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

Comm Code	Manufacturer	Specification	Model #	
80111608				

Extended Description:

Temporary information technology software developers

SCHEDULE OF EVENTS

<u>Line</u>	Event	Event Date
1	Vendor Q&A Deadline AT 3 PM	2022-09-15

Date Printed: Sep 12, 2022 FORM ID: WV-PRC-CRFQ-002 2020/05

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: Thursday, September 15, 2023 @ 3:00 PM

Submit Ouestions to: Melissa Pettrey, Senior Buyer 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970

Email: melissa.k.pettrey@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Melissa Pettrey, Senior Buyer

SOLICITATION NO.: CRFQ CPR2300000001

BID OPENING DATE: Tuesday, September 27, 2022

BID OPENING TIME: 1:30 PM FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: Tuesday, September 27, 2022 @ 1:30 PM

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

- **8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

- 15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- 19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."
- **20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

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

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

- 22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- 23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.
- **24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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: The Initial Contract Term will be for a period of
date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and the Initial Contract 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
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:
the contract will continue for years;

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).
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.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as , and continues until the project for which the
vendor is providing oversight is complete.
Other: Contract Term specified in
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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Cod 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bor 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.	nc
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	

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.

award.

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:\$1,0 occurrence.	00.000,000	per
Automobile Liability Insurance in at least an amount of:occurrence.	per	
Professional/Malpractice/Errors and Omission Insurance in at least an apper occurrence. Notwithstanding the forgoing, Vendor to list the State as an additional insured for this type of policy.		quired
Commercial Crime and Third Party Fidelity Insurance in an amount of per occurrence.	:	
✓ Cyber Liability Insurance in an amount of: \$1,000,000.00 occurrence.	per	
Builders Risk Insurance in an amount equal to 100% of the amount of the	1	
Contract.		
Pollution Insurance in an amount of: per occurrence	>.	
Aircraft Liability in an amount of: per occurrence.		

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

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

10. [Reserved]

not limit the State or Ag	MAGES: This clause shall in no way be congency's right to pursue any other available re amount specified below or as described in	medy. Vendor shall pay
	for	
Liquidated Dar	mages Contained in the Specifications.	
Liquidated Dar	mages 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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **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

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.

via email at purchasing.division@wv.gov.

- 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
 - 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 Revised 07/01/2022

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Name, Title) Channa M Arjuna, President
(Printed Name and Title) CHANNA M ARJUNA, President
(Address) 405 Capitol St, Ste 101, Charleston, WV 25301
(Phone Number) / (Fax Number) <u>304-720-2246 / 304-720-2247</u>
(email address) carjuna@mahantech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company) Characteristics	Ang	CHANNA	ARJUNA	President
(Authorized Signature) (Representate CHANNA M ARJUNA, President 09/27/	, ,			
(Printed Name and Title of Authori 304-720-2246 / 304-720-2247	zed Representati	ve) (Date)		
(Phone Number) (Fax Number)				
carjuna@mahantech.com				
(Email Address)				

Professional Application Developers for COMPASS CRFQ CPR2300000001

SPECIFICATIONS

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (CPRB) to establish a contract for one (1) Professional Application Developer for the COMPASS System. This contractor will provide application development services to maintain, enhance, and support the ongoing operations of the COMPASS system.
- **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 Application Developer contractor to provide application development services to maintain, enhance and support the ongoing operations of the COMPASS system as more fully described in these specifications.
 - **2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - **2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - **2.4 "Business Hours"** means Monday Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:
 - New Year's Day (January 1)
 - Martin Luther King Day (Third Monday in January)
 - President's Day (Third Monday in February)
 - Memorial Day (Last Monday in May)
 - West Virginia Day (June 20)
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Columbus Day (Second Monday in October)
 - Veterans Day (November 11)
 - Thanksgiving (Fourth Thursday in November)
 - Day After Thanksgiving (Fourth Friday in November)
 - Christmas Day (December 25)

Professional Application Developers for COMPASS CRFQ CPR2300000001

3. CURRENT ENVIRONMENT TO BE SUPPORTED:

- 3.1. In 2017 the Consolidated Public Retirement Board implemented COMPASS to modernize and replace the legacy application for its membership management and pension administration system. COMPASS was built utilizing using the .NET 4.5 Framework with VB.NET as the main language. The underlying data is stored in a Microsoft SQL Server 2012 instance.
- 4. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **4.1.** The Vendor must provide documentation to validate the following requirements (see Exhibit B).
 - **4.1.1.** The Vendor must provide one (1) Application Developer Contractor with two (2) years prior experience in the following applied knowledge and skillsets:
 - 4.1.1.1. Microsoft Visual Studio 2013
 - 4.1.1.2. VB.NET
 - 4.1.1.3. XML
 - 4.1.1.4. ASP.NET
 - 4.1.1.5. CSS
 - 4.1.1.6. HTML
 - 4.1.1.7. JavaScript
 - 4.1.1.8. SQL Server 2012
 - 4.1.1.9. SQL Server Reporting Services (SSRS)
 - 4.1.1.10. InRules
 - **4.1.2.** The Vendor must provide one (1) Application Developer Contractor with a minimum of two (2) years of paid experience working on application VB.NET development projects. The Application Developer Contractor must provide details of experience in participating in the following:
 - Debugging Code for existing systems within Microsoft Visual Studio 2013. Documenting code changes consistently throughout the development process
 - Working on a team with business analysts to define new features that the contractor has then coded and successfully integrated for existing systems
 - Working on a team with developers to upgrade and Configuring existing Code

Professional Application Developers for COMPASS CRFQ CPR2300000001

- Software testing, including system integration and regression testing, to ensure application changes continue to meet the business needs
- **4.1.3.** The Vendor must provide one (1) application developer with a minimum of two (2) years paid experience working on projects in the following industry:
 - 4.1.3.1. Developing and Optimizing Pension Administration solutions
 - 4.1.3.2. Optimizing and developing .Net Framework Batches
 - 4.1.3.3. State of West Virginia's DPAS Solution
 - 4.1.3.4. State Government
- **4.1.4.** The Vendor must provide one (1) Application Developer Contractor with a Bachelor of Science degree from an accredited college or university in computer science or related field including.
 - **4.1.4.1.** If the Vendor is providing Application Developer Contractor with a Bachelor of Science degree in Computer Science, then they must submit a copy of their diploma.
 - **4.1.4.2.** If the Vendor is providing Application Developer Contractor with a Bachelor of Science degree in a related field, then they must provide transcripts highlighting the applicable courses.

5. MANDATORY REQUIREMENTS:

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

Professional Application Developers for COMPASS CRFQ CPR230000001

- **5.1.1 Contract Services** #1 **Professional Application Developer:** The Vendor must provide Application Development contractor to modify/enhance COMPASS as needed to meet the ongoing operational needs of the State of WV Consolidated Public Retirement Board during Business Hours. The Contractor will be responsible for the following:
 - **5.1.1.1** Making required code changes to modify/enhance COMPASS to meet the ongoing operational needs of the agency.
 - **5.1.1.2** Utilizing Visual Studio to track code change requests, source code versioning, and document changes to source code as well as related design documents. These code changes can include changes to the Database utilizing SQL Server 2012 and Inrules.
 - **5.1.1.3** Assisting other team members in troubleshooting application related issues. Developer must be able to collaborate virtually as well as handoff tasks as required.
 - **5.1.1.4** Working with the IT team to complete all assigned code change requests within the monthly deployment time frames This means all new code has been unit tested and documented by the contractor and results validated with a business user prior to deployment.
 - **5.1.1.5** Working with the Business Team to complete issue triage. This means actively responding to assigned Code change requests, identifying specific occurrences of issues, reviewing documented samples of an issue and actively seeking out a code fix if applicable.

6. CONTRACT AWARD:

- 6.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **6.2 Pricing Page:** Vendor should complete the Pricing Page by providing an hourly rate as the unit cost. 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.

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Pricing Page Example:

Unit Cost (per hour) X Estimated Quantity = Extended Cost

Contract Item	Description	Unit of Measure	Estimated Quantity*	Unit Cest	Extended Cost
5.1.1	Contract Service #1: Senior Applications Developer	Per Hour	2080	55.00	114,400.00
5.1.1	Optional Renewal Year 2 for Contract Service #1: Senior Applications Developer	Per Hour	2080	56.00	116,480.00
5.1.1	Optional Renewal Year 3 for Contract Service #1: Senior Applications Developer	Senior Applications Per Hour 2080 57.00		118,560.00	
5.1.1	Optional Renewal Year 4 for Contract Service #1: Senior Applications Developer	Per Hour	2080	57.99	120,619.20
			Total Cost		470,059.20

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

- 7. 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.
- 8. PAYMENT: Agency shall pay hourly 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.
- 9. 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.
- 10. 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:

Professional Application Developers for COMPASS CRFQ CPR2300000001

- **10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- **10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- **10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- **10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. VENDOR DEFAULT:

- 11.1. The following shall be considered a vendor default under this Contract.
 - 11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - **11.1.2.** Failure to comply with other specifications and requirements contained herein.
 - **11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4. Failure to remedy deficient performance upon request.
- 11.2. The following remedies shall be available to Agency upon default.
 - 11.2.1. Immediate cancellation of the Contract.
 - **11.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
 - 11.2.3. Any other remedies available in law or equity.

Professional Application Developers for COMPASS CRFQ CPR2300000001

12. MISCELLANEOUS:

12.1. 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: Channa M Arjuna

Telephone Number: 304-720-2246

Fax Number: 304-720-2247

Email Address: carjuna@mahantech.com

EXHIBIT A Pricing Page CRFQ CPR230000001

Contract Item	Description	Unit of Measure	Estimated Quantity	Un	it Cost	Extended Cost
5.1.1	Contract Services #1 – Professional Application					
5.1.1	Developers	Hourly	2080	\$	72.00	\$ 149,760.00
5.1.1	Optional Renewal Year 2 for Contract Services #1 – Professional Application Developers	Hourly	2080	\$	72.00	\$ 149,760.00
5.1.1	Optional Renewal Year 3 for Contract Services #1 – Professional Application Developers	Hourly	2080	\$	72.00	\$ 149,760.00
5.1.1	Optional Renewal Year 4 for Contract Services #1 – Professional Application Developers	Hourly	2080	\$	72.00	\$ 149,760.00
			Total Cost			\$ 599,040.00

Documentation of Work Experience

As per section 4: mandatory qualifications; the vendor must provide documentation to validate the following requirements. Exhibit B – Required Documentation Verification Form must be completed in its entirety and should be submitted with vendor's bid response, and must be submitted prior to award.

Skillsets

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

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

	241 221 10 11 201
\boxtimes	Microsoft Visual Studio 2013
X	VB.NET
	XML
$\overline{\mathbf{X}}$	ASP.NET
X	CSS
$oldsymbol{X}$	HTML
X	JavaScript
\mathbf{X}	SQL Server 2012
\times	SQL Server Reporting Services (SSRS)
\mathbf{X}	InRules

Project and Work Experience

- **4.1.2** The Vendor must provide a Senior Applications Developer Contractor with a minimum of two (2) years of paid experience working on projects in each of the following applications:
 - Debugging Code for existing systems within Microsoft Visual Studio 2013. Documenting code changes consistently throughout the development process
 - Working on a team with business analysts to define new features that the contractor must then code and integrate for existing systems
 - Working on a team with developers to upgrade and configure existing Code
 - Software testing, including system integration and regression testing, to ensure application changes continue to meet the business needs

EXHIBIT B - Required Documentation Verification Form

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

- **4.1.3.** The Vendor must provide one (1) application developer with a minimum of two (2) years paid experience working on projects in the following industry:
 - **4.1.3.1** Developing and Optimizing Pension Administration solutions
 - **4.1.3.2** Optimizing and developing .Net Framework Batches
 - 4.1.3.3 State of West Virginia's DPAS Solution
 - **4.1.3.4** State Government

EXHIBIT B - Required Documentation Verification Form

The Applications Developer Contractor must provide project information, their role, the utilized skillsets from section 4.1.1 and experience as described in section 4.1.2 and 4.1.3. Please complete your information. Do not handwrite the information below.

Role: .Net developer. Client: WVCPRB Project: DPAS Solution

- Debugged Code for existing systems within Microsoft Visual Studio 2013. Documented the code changes consistently throughout the development process.
- Worked with business analysts, implimented code changes, developed new features and integrated for existing systems.
- · Worked on a team with developers to upgrade and configure existing Code.
- Involved in Software testing, including system integration and regression testing, to ensure application changes continue to meet the business needs.
- · Developed and involved in Optimizing Pension Administration solutions(DPAS Solution).
- · Involved in Optimizing and developing .Net Framework Batches

Environment: Microsoft Visual Studio 2013, VB.Net, ASP.Net, XML, CSS, HTML, Jquery, JavaScript, SqlServer 2012, SSRS, IIS, WSDL, LINQ, InRules, SOAP, WCF.

Section 4.1.2 -

Studio 2013. Documenting code changes consistently throughout the development process Previous Project: WV CPRB Project Start Date: April, 2020 Date Completed: March, 2022 Project Description: The Deloitte Pension Administration Solution (DPAS), also known as COMPASS within WVCPRB. has been customized to provide a fully integrated solution capable of supporting WVCPRB vision of a new pension system. The system is rich in browser-based and web-enabled self service functionality, providing ease of use not only to WVCPRB users, but also to members, retirees, beneficiaries, and employers Contractor's Role: Sr. Net Developer Skillsets Utilized: Microsoft Visual Studio 2013, VB.Net, ASP.Net, XML, CSS, HTML, Jquery, JavaScript, SqlServer 2012, SSRS, IIS, WSDL, LINQ, InRules, SOAP, WCF. Location: Charleston, WV Project URL: (if applicable) Project Manager / Supervisor: Christine Fernades Phone Number: (304) 380 3076 Email Address: Christine.F.Fernandes@wv.gov

Debugging Code for existing systems within Microsoft Visual

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

Section 4.1.2 -Working on a team with business analysts to define new features that the contractor must then code and integrate for existing systems Previous Project: WV CPRB Project Start Date: April, 2020 Date Completed: March, 2022 Project Description: The Deloitte Pension Administration Solution (DPAS), also known as COMPASS within WVCPRB, has been customized to provide a fully integrated solution capable of supporting WVCPRB vision of a new pension system. The system is rich in browser-based and web-enabled self service functionality, providing ease of use not only to WVCPRB users, but also to members, retirees. beneficiaries, and employers Contractor's Role: Sr. Net Developer Skillsets Utilized: Microsoft Visual Studio 2013, VB.Net, ASP.Net, XML, CSS, HTML, Jquery, JavaScript, SqlServer 2012, SSRS, IIS, WSDL, LINQ, InRules, SOAP, WCF. Charleston, WV Location: Project URL: (if applicable) Christine Fernades Project Manager / Supervisor: Phone Number: (304) 380 3076 Email Address: Christine.F.Fernandes@wv.gov

Section 4.1.2 -Working on a team with developers to upgrade and configure existing code Previous Project: WV CPRB Project Start Date: April, 2020 Date Completed: March, 2022 Project Description: The Deloitte Pension Administration Solution (DPAS), also known as COMPASS within WVCPRB. has been customized to provide a fully integrated solution capable of supporting WVCPRB vision of a new pension system. The system is rich in browser-based and web-enabled self service functionality, providing ease of use not only to WVCPRB users, but also to members, retirees. beneficiaries, and employers Sr. Net Developer Contractor's Role: Skillsets Utilized: Microsoft Visual Studio 2013, VB.Net, ASP.Net, XML, CSS, HTML, Jquery, JavaScript, SqlServer 2012, SSRS, IIS, WSDL, LINQ, InRules, SOAP, WCF. Charleston, WV Location: Project URL: (if applicable) Project Manager / Supervisor: Christine Fernades Phone Number: (304) 380 3076 Email Address: Christine.F.Fernandes@wv.gov

Section 4.1.2 -Software testing, including system integration and regression testing, to ensure application changes continue to meet the business needs

Previous Project: WV CPRB
Project Start Date: April, 2020 Date Completed: March, 2022
Project Description:
The Deloitte Pension Administration Solution (DPAS), also known as COMPASS within WVCPRB,
has been customized to provide a fully integrated solution capable of supporting WVCPRB vision
of a new pension system. The system is rich in browser-based and web-enabled self service
functionality, providing ease of use not only to WVCPRB users, but also to members, retirees,
beneficiaries, and employers
Contractor's Role: Sr. Net Developer
Skillsets Utilized:
Microsoft Visual Studio 2013, VB.Net, ASP.Net, XML, CSS, HTML, Jquery, JavaScript,
SqlServer 2012, SSRS, IIS, WSDL, LINQ, InRules, SOAP, WCF.
Location: Charleston, WV
Project URL:
(if applicable)
Project Manager / Supervisor: Christine Fernades
Phone Number: (304) 380 3076
Email Address: Christine.F.Fernandes@wv.gov

- 4.1.3 The Vendor must provide one (1) application developer with a minimum of two (2) years paid experience working on projects in the following industry:
 - 4.1.3.1 Developing and Optimizing Pension Administration solutions
 - 4.1.3.2 Optimizing and developing .Net Framework Batches
 - 4.1.3.3 State of West Virginia's DPAS Solution
 - 4.1.3.4 State Government

Previous Project: WV CPRB
Project Start Date: April, 2020 Date Completed: March, 2022
Project Description:
The Deloitte Pension Administration Solution (DPAS), also known as COMPASS within WVCPRB,
has been customized to provide a fully integrated solution capable of supporting WVCPRB vision
of a new pension system. The system is rich in browser-based and web-enabled self service
functionality, providing ease of use not only to WVCPRB users, but also to members, retirees,
beneficiaries, and employers
Contractor's Role: Sr. Net Developer
Skillsets Utilized:
Microsoft Visual Studio 2013, VB.Net, ASP.Net, XML, CSS, HTML, Jquery, JavaScript,
SqlServer 2012, SSRS, IIS, WSDL, LINQ, InRules, SOAP, WCF.
Location: Charleston, WV
Project URL:
(if applicable)
Project Manager / Supervisor: Christine Fernades

Phone Number: (304) 380 3076

Email Address: Christine.F.Fernandes@wv.gov

- 5.1.3 The Vendor must provide one (1) application developer with a minimum of two (2) years paid experience working on projects in the following industry:
 - 4.1.3.5 Developing and Optimizing Pension Administration solutions
 - 4.1.3.6 Optimizing and developing .Net Framework Batches
 - 4.1.3.7 State of West Virginia's DPAS Solution
 - 4.1.3.8 State Government

Previous Project: W	V CPRB		
Project Start Date: Ap	oril, 2020	Date Completed:	March, 2022
Project Description:			
The Deloitte Pension Ad	lministration Solution (C	PAS), also known a	as COMPASS within WVCPRB,
has been customized to	provide a fully integrate	ed solution capable	of supporting WVCPRB vision
of a new pension system	n. The system is rich in	browser-based and	web-enabled self service
functionality, providing e	ase of use not only to V	WCPRB users, but	also to members, retirees,
beneficiaries, and emplo	yers.		
Contractor's Role: Sr.	. Net Developer		
Skillsets Utilized:			
Microsoft Visual Studio 2	2013, VB.Net, ASP.Net	, XML, CSS, HTML,	Jquery, JavaScript,
SqlServer 2012, SSRS,	IIS, WSDL, LINQ, InRu	les, SOAP, WCF.	
Location: Charle	eston, WV		
Project URL:			
	(if application	able)	
Project Manager / Supe	rvisor: Christine Ferr	nades	

EXHIBIT B – Required Documentation Verification Form Phone Number: Email Address:

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



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

State of West Virginia Centralized Request for Quote Service - Prof

Proc Folder: 1096194

Doc Description: RFQ for 1 Application Developer

Reason for Modification:

Proc Type:

Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2022-09-12
 2022-09-27
 13:30
 CRFQ
 0203
 CPR2300000001
 1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Mahantech Corp

Address:

Street: 405 Capitol St, Ste 101

City: Charleston

State: WV Country: USA Zip: 25301

Principal Contact: Channa M Arjuna

Vendor Contact Phone: 304-720-2246 Extension: 1001

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Vendor Signature X

nature X FEIN# 34-1855567

DATE 09/27/2022

FORM ID: WV-PRC-CRFQ-002 2020/05

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

ADDITIONAL INFORMATION

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (CPRB) to establish a contract for one (1) Professional Application Developer for the COMPASS System. This contractor will provide application development services to maintain, enhance, and support the ongoing operations of the COMPASS system per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
CONSOLIDATED PUB RETIREMENT	LIC	CONSOLIDATED PUBL RETIREMENT	IC
4101 MACCORKLE AV	E SE	4101 MACCORKLE AVE	SE
CHARLESTON	WV	CHARLESTON	WV
US		US	

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

Comm Code	Manufacturer	Specification	Model #	
80111608				

Extended Description:

Temporary information technology software developers

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Q&A Deadline AT 3 PM	2022-09-15

	Document Phase	Document Description	Page 3
CPR2300000001	Final	RFQ for 1 Application Developer	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia Centralized Request for Quote Service - Prof

Proc Folder:

1096194

Doc Description: Application Developer

Reason for Modification:

Addendum No. 1

Proc Type:

Central Master Agreement

Date Issued Solicitation Closes Solicitation No Version 2022-09-22 2022-09-27 13:30 CRFQ 0203 CPR2300000001 2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Mahantech Corp

Address:

Street: 405 Capitol St, Ste 101

City: Charleston

State: WV

Country: USA

Zip: 25301

Principal Contact: Channa M Arjuna

Vendor Contact Phone: 304-720-2246

Extension: 1001

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

Vendor Signature X

Chans An

DATE 09/26/2022

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

Date Printed: Sep 22, 2022

Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

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

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of Consolidated Public Retirement Board (CPRB) to establish a contract for one (1) Professional Application Developer for the COMPASS System. This contractor will provide application development services to maintain, enhance, and support the ongoing operations of the COMPASS system per the bid requirements, specifications and terms and conditions as attached hereto.

INVOICE TO		SHIP TO	
CONSOLIDATED PUBL RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT	
4101 MACCORKLE AVE	E SE	4101 MACCORKLE AVE SE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

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

Manufacturer	Specification	Model #	
	Manufacturer	Manufacturer Specification	Manufacturer Specification Model #

Extended Description:

Temporary information technology software developers

SCHEDULE OF EVENTS

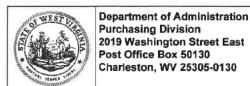
Line	Event	Event Date
1	Vendor Q&A Deadline AT 3 PM	2022-09-15

 Date Printed:
 Sep 22, 2022
 FORM ID: WV-PRC-CRFQ-002 2020/05

	Document Phase	Document Description	Page 3
CPR2300000001	Final	Application Developer	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia Centralized Request for Quote Service - Prof

Proc Folder: 1096194

Doc Description: Application Developer

Reason for Modification:

Addendum No. 1

Proc Type:

Central Master Agreement

Date Issued Solicitation Closes Solicitation No Version 2022-09-22 2022-09-27 13:30 CRFQ 0203 CPR2300000001 2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: MAHANTECH CORP

Auuress: Street: A05 Capritol St, Ste 101

City: CHARLESTON

State: WV

Country: 125A

Zip: 2530/

Principal Contact: CHANNA ARJUNA

Vendor Contact Phone: 304-720-2246 Extension: 100/

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey (304) 558-0094

melissa.k.pettrey@wv.gov

FEIN# 34-1855567 DATE 09/27/2022

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

Date Printed: Sep 22, 2022 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

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INVOICE TO		SHIP TO
CONSOLIDATED PUBLIC RETIREMENT		CONSOLIDATED PUBLIC RETIREMENT
4101 MACCORKLE AVE SE		4101 MACCORKLE AVE SE
CHARLESTON	WV	CHARLESTON WV
us		US

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

Comm Code	Manufacturer	Specification	Model #	
80111608				

Extended Description:

Temporary information technology software developers

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Vendor Q&A Deadline AT 3 PM	2022-09-15

Date Printed: Sep 22, 2022 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

SOLICITATION NUMBER: CPR2300000001 Addendum Number: 1

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

Applicable Addendum Ca	Category:
------------------------	-----------

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

Description of Modification to Solicitation:

1. To publish Agency responses to Vendor questions.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

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

VENDOR QUESTIONS AND ANSWERS

- Q1. Reviewed the RFP and since you are asking for this proprietary tool COMPASS developer hence only the supplier who developed this tool can provide you a developer with specific COMPASS knowledge. We can only provide a generic technology developer who would have to be trained on COMPASS by WV CPRB to work on this platform. You may want to find out from the buyer if they are fine with this approach. If so, they will need to provide the tech stack related information to us to be able to source a developer.
- **A1.** The qualifications Section 4.1.1 in the RFQ lists the required experience in the necessary technical skillsets.
- **Q2.** Can the COMPASS Retirement system Application Developer be a remote position?
- **A2.** Please note that while this role is currently slated to be remote, it is subject to change if the need arises.
- **Q3.** We see in the Qualification section 4.1.3 that State government and State of WV DPAS solutions experience are mentioned, is it mandatory that the contractor should have state government experience? or an equivalent experience in the same domain is acceptable?
- A3. 4.1.3.4 Lists State Government as necessary experience
- **Q4.** Should I submit the Consultant resume along with the proposal?
- **A4**. See Section 4.1 of the specifications.
- **Q5.** Could you also clarify what DPAS stands for?
- **A5.** 'Deloitte Pension Administration System' was purchased and licensed to CPRB. This solution is referred to as COMPASS upon implementation for CPRB.

- **Q6.** Is this role remote, onsite, or hybrid? If Hybrid, how many days on site?
- At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.
- **Q7.** If this position is onsite, what's the office address?
- A7. 4101 MacCorkle Avenue, SE. Charleston, WV 25304
- **Q8.** How many years of COMPASS System development experience do they need to have?
- **A8.** 4.1.3 lists (2) two years paid experience working on Developing and Optimizing Pension Administration Solutions within .Net Framework for West Virginia State Government.
- **Q9.** Is a BA or BS Degree required?
- **A9.** 4.1.4 states Bachelor of Science
- Q10. Is this position ok to work remotely or are there onsite/hybrid requirements?
- **A10.** At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.

- **Q11.** The RFP states the following:
 - 4.1.3. The Vendor must provide one (1) application developer with a minimum of two (2) years paid experience working on projects in the following industry:
 - 4.1.3.1. Developing and Optimizing Pension Administration solutions
 - 4.1.3.2. Optimizing and developing .Net Framework Batches
 - 4.1.3.3. State of West Virginia's DPAS Solution
 - 4.1.3.4. State Government

Does this mean that all of these need to have 2 years of experience in each section 4.1.3.1 - 4.1.3.4 to be valid?

- A11. The experience covering each item listed between 4.1.3.1 -4.1.3.4 is mandatory and a minimum of 2 years in total is required.
- Q12. May companies from Outside USA apply for this? (like, from India or Canada)
- A12. At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.
- **Q13.** Do we need to come over there for meetings?
- A13. Yes. At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.
- Q14. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
- A14. At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours
- Q15. Can we submit the proposals via email?
- **A15.** No

- **Q16.** Is there an incumbent for this role?
- A16. None
- Q17. Is this a new position or an existing position? If this is an existing position, is it vacant or do you have an incumbent? In case there is an incumbent, do you intend to renew their services?
- **A17**. This is not an existing position.
- **Q18.** What is the estimated budget for this solicitation?
- A18. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the questions and answer process included in this Solicitation is not appropriate. Requests for documentation of this nature can be obtained through a Freedom of Information Act request.
- **Q19.** May respondents to the solicitation provide more than one resume?
- **A19.** Yes. All resumes must meet mandatory requirements.
- **Q20.** Could you please advise, if InRules is an internal program that West Virginia Purchasing Division using? What kind of experience with InRules do you expect from the candidate?
- **A20.** Inrules is an IBM Business Rules Engine Software. Per 4.1.1 working and applied experience coding within Inrules for updates is required.
- **Q21.** Is state government experience a must-have for this role? And should it be within West Virginia only, or experience working with any state government agencies will work?
- **A21.** Please refer to 4.1.3.4 working experience in states other than West Virginia can be included

- **Q22.** Will this position be required to start onsite from day one and be 100% onsite, or will any remote work be allowed? If this role is hybrid, how many times a week do you expect the candidate to travel for on-site visits? Are they going to be one-day visits or multiple day visits? Will a proper notice be provided for the consultant to plan such visit if they are not local? Will you cover the travel & lodging expenses?
- A22. At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours. 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
- Q23. How many resumes can a vendor submit?
- **A23.** There is no limit, however, to be considered, resumes must meet mandatory requirements.
- **Q24.** Will the position work onsite from day 1 or is there a remote option?
- **A24.** At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.
- **Q25.** Is there any requirement in terms of visa restriction?
- **A25.** We expect the contractor to have a valid work visa when present onsite and necessary legal documentation in place to work for the duration of the Contract.

- **Q26.** Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.
- **A26.** This is a short-term support role. After hiring two full time developers we recognize the need for interim support.
- Q26. Can you please let us know the previous spending on this Contract?
- A26. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the questions and answer process included in this Solicitation is not appropriate. Requests for documentation of this nature can be obtained through a Freedom of Information Act request.
- Q27. Please confirm is we can get the proposals or pricing of the incumbent(s).
- **A27.** See previous answer directly above.
- Q28. Are there any pain points or issues with the current vendor(s)?
- **A28.** We have no current vendor for the solicited service.
- **Q28.** Please confirm the anticipated number of awards.
- **A28.** ONE (1)
- **Q29.** Could you please confirm if we need to submit actual candidate resumes? If yes, how many?
- **A29.** Yes. There is no limit, however, to be considered resumes must meet mandatory requirements.

- Q30. Is there an incumbent vendor, if so, please share pain points.
- **A30.** We have no current vendor for the solicited service.
- **Q31.** Can the work be done remotely?
- A31. At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.
- Q32. How many vendors will be awarded?
- **A32.** This solicitation is for one application developer.
- Q33. Can you please provide us with an estimated or NTE budget allocated for this contract?
- A33. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the questions and answer process included in this Solicitation is not appropriate. Requests for documentation of this nature can be obtained through a Freedom of Information Act request.
- **Q34.** What is the tentative start date of this engagement?
- A34. Upon Award
- Q35. What is the job location of the proposed candidates?
- A35. 4101 MacCorkle Avenue, SE. Charleston, WV 25304

- Q36. Could you please share the previous spending on this contract, if any?
- A36. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the questions and answer process included in this Solicitation is not appropriate. Requests for documentation of this nature can be obtained through a Freedom of Information Act request.
- Q37. Could you please let us know how many positions were filled in the last contract, and how many positions do we expect in the current contract?
- **A37.** This solicitation is for one application developer
- Q38. What is the total number of resources who are currently working on this project?
- **A38.** We have a Full-time development team In-house.
- Q39. Please let us know their position name and hourly rate?
- A39. Requesting copies of state employee payroll, previously awarded contracts, other solicitations, or documents related to previous contracts through the questions and answer process included in this Solicitation is not appropriate. Requests for documentation of this nature can be obtained through a Freedom of Information Act request.
- **Q40.** If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?
- **A40.** We are basing the award on the proposed candidates. If you foresee a replacement needed for this role please submit the replacement resume instead.

- **Q41.** Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?
- A42. At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.
- **Q43.** Do we need to submit the actual resumes for proposed candidates, or can we submit the sample resumes?
- **A44.** We are basing the award on the proposed candidate so their actual resume would need to be submitted.
- **Q45.** Are hourly rate ranges acceptable?
- A45. See pricing Sheet.
- **Q46.** Could you please provide the list of holidays?
- A46. Please see Section 2.4
- Q47. Are there any mandated Paid Time Off, Vacation, etc.?
- A47. No. Any person provided by the vendor to work under this contract will only be paid actual hours worked. See Section 35 of the Master Terms and Conditions relating to Vendor relationship.
- **Q48.** Is this a new contract or is any incumbent vendor/ West Virginia Purchasing Division team in place performing the services? If yes, what is the team composition?
- **A48.** It is a new contract. The Agency is in control of the services within this solicittiaon/contract.

- **Q49.** What will be the level of involvement of the West Virginia Purchasing Division Team Staff in this project?
- **A49.** WV Purchasing Division has no involvement in the work to be performed under this contract. The Agency, CPRB, will be the Contract Managers.
- Q50. Can we utilize offshore resources to accomplish this project?
- **A50.** At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.
- Q51. What is the anticipated project start date and go-live date? Please specify in months.
- **A51.** Upon Award, the contractor is to provide application development services to support ongoing operations.
- **Q52.** Do you expect this position to be full-time or part-time? How many hours of work per week is anticipated?
- **A52.** The working hours will be dependent on the workload and may exceed or not reach the estimates provided. Also, see Section 5.1.1 of the specifications.
- **Q53.** Is there any specific format that we need to follow while preparing the proposal.
- **A53.** This is an RFQ (Request for Quotation), you should not use the RFP format. Please review the Instructions to Bidders section, Terms and conditions, as well as the specifications and pricing page for more information.

- **Q54.** Please disclose the incumbent vendor name(s) if applicable and, if possible, please share their proposal(s).
- **A54.** Not Applicable
- Q55. If there are incumbents, are they eligible for contract award on this solicitation? If not, or if some are and some are not, what is the reason?
- A55. No Incumbents
- Q56. What service challenges are you experiencing with the current contract arrangement?
- **A56.** No current contract.
- Q57. What was the spend on the previous contract?
- A57. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the questions and answer process included in this Solicitation is not appropriate. Requests for documentation of this nature can be obtained through a Freedom of Information Act request.
- **Q58.** What is the estimated budget for this solicitation?
- A58. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the questions and answer process included in this Solicitation is not appropriate. Requests for documentation of this nature can be obtained through a Freedom of Information Act request.
- **Q59.** Are the roles for this solicitation required to be available for on-site work or is this role permitted to be remote?
- **A59.** At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours.

- **Q60.** If the roles for this solicitation are permitted to be remote, are you open to off-shore as well as US based remote work?
- **A60.** At this time the candidate is expected to work remotely and should expect regular video conference calls. Please note that while this role is currently slated to be Remote it is subject to change if the need arises. The candidate will be expected to be present for onboarding activities. Please refer to section 2.4 for Business Hours. Also see Section 5.1.1 of the specifications.
- **Q61.** If all or some of the roles for this solicitation will be performed on-site, what are the physical location(s) where work is to be performed?
- A61. 4101 MacCorkle Avenue, SE. Charleston, WV 25304
- **Q62.** Are you seeking local vendors or are you equally open to awarding an out of state vendor?
- **A62.** This solicitation is open to all qualified vendors.
- **Q63.** What is the anticipated contract award date?
- A63. Upon Award
- **Q64.** What is the anticipated contract start date?
- A64. Upon Award

- **Q65.** If you are seeking both Resource and Vendor experience/qualifications, please elaborate on the Vendor experience/qualifications that you require.
- **A65.** Resource experience is outlined in the Section 4: Qualifications and Section 5: Mandatories.
- Q66. Are you looking to hire a Temporary employee?
- A66. No. These are contract services. See Section 35 of the Master Terms and Conditions.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CPR2300000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

[/]	Addendum No. 1	[]	Addendum No. 6
[\	1	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.

Company

Authorized Signature

09/27/2022

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Benjamin Levenson					
Technology Insurance Associates	PHONE (A/C, No. Ext):	PHONE (A/C, No. Ext): (888) 242-4675		(732) 862-1177		
InsureYourCompany.com Gordons Corner Road 1H	PHONE (AIC, No, Ext): (888) 242-4675 FAX (AIC, No): (732) 862-17 E-MAIL ADDRESS: Ben@insureyourcompany.com					
Manalapan NJ 07726		NAIC#				
	INSURER A:	19682				
INSURED	INSURER B :	29459				
Mahantech Corporation 405 Capitol Street Suite 101	INSURER C: Philadelphia Indemnity Insurance Company			18058		
Charleston WV 25301	INSURER D:					
	INSURER E:					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: 157853 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ISR TR TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	COMMERCIAL GENERAL LIABILITY		J.L.L.	7013307672	07/20/2022	07/20/2023	EACH OCCURRENCE	s 2,000,00
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,00
							MED EXP (Any one person)	s 10,00
		×	×				PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,00
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,00
	OTHER:							\$
Α	AUTOMOBILE LIABILITY			7013307672	07/20/2022	07/20/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO	×					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY		×				BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	X UMBRELLA LIAB X OCCUR			7013307705	07/20/2022	07/20/2023	EACH OCCURRENCE	\$ 6,000,00
	X EXCESS LIAB CLAIMS-MADE	×	×				AGGREGATE	\$ 6,000,00
	DED X RETENTION\$ 10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13WECID7460	07/20/2022	07/20/2023	X PER STATUTE OTH-	
В	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	×				E.L. EACH ACCIDENT	\$ 1,000,00
В	(Mandatory In NH)	"''	^				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00
Α	A Tech Profess Liab/E&O		х	7013298231	07/20/2022	07/20/2023	\$3,000,000 Limit / \$3,000,00	0 Aggregate
Α	A Privacy & Security (Cyber)		×	7013298231	07/20/2022	07/20/2023	\$3,000,000 Occurrence / \$3	,000,000 Aggregate
С	Fidelity 3rd Party Crime	×	×	PHSD1712773	05/21/2022		\$3,000,000 Limit / \$3,000,00	
C	C Employee Dishonesty			PHSD1712773	05/21/2022	07/20/2023	\$3,000,000 Limit / \$3,000,00	0 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder named as additional insured only if there is a written contract.

CERTIFICATE HOLDER	CANCELLATION
State of West Virginia Department of Administration Purchasing Division 2019 Washington St E Charleston WV 25305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ř	AUTHORIZED REPRESENTATIVE Sonjamin Levenson

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University of Ballarat

This is to certify that

Praveen Kumar Sadineni

was granted the

Master of Information Technology

of the University of Ballarat on

3 May 2010

Given under the common seal of the University of Ballarat by direction of the Council

Chancellor

Vice-Chancellor and President

Robert 47 Smit