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- General Information**
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- Clarification Request

Procurement Folder: 1886131  
 Procurement Type: Central Master Agreement  
 Vendor ID: VS0000048975   
 Legal Name: VGA TECHNOLOGIES INC  
 Alias/DBA:  
 Total Bid: \$13,346,236.80  
 Response Date: 04/13/2026   
 Response Time: 17:16  
 Responded By User ID: Vgatech   
 First Name: Vinod  
 Last Name: Abraham  
 Email: info@vgatech.com  
 Phone: 5164969119

SO Doc Code: CRFQ  
 SO Dept: 0803  
 SO Doc ID: DOT2600000079  
 Published Date: 3/31/26  
 Close Date: 4/14/26  
 Close Time: 13:30  
 Status: Closed  
 Solicitation Description: WVDOT IT Temporary Staffing Services (81260081)  
 Total of Header Attachments: 6  
 Total of All Attachments: 6



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1886131  
**Solicitation Description:** WVDOT IT Temporary Staffing Services (81260081)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-04-14 13:30	SR 0803 ESR03262600000006437	1

**VENDOR**  
 VS0000048975  
 VGA TECHNOLOGIES INC

**Solicitation Number:** CRFQ 0803 DOT2600000079  
**Total Bid:** 13346236.80000000074505805969 **Response Date:** 2026-04-13 **Response Time:** 17:16:50

**Comments:** VGA Technologies Inc. is pleased to submit this response to CRFQ 0803 DOT2600000079 for WVDOT IT Temporary Staffing Services. We have carefully reviewed all Specifications and Addendum No. 1, and we acknowledge the revised bid opening of April 14, 2026 at 1:30 PM ET. Our bid fully complies with every mandatory requirement.  
 As a dedicated IT staffing partner, VGA Tech brings a deep, pre-qualified bench across all fifteen job titles from Senior Mainframe and Application Developers to Help Desk, Network, Security, and Project Management. Every candidate we place is a W-2 employee, with background checks and confidentiality agreements in place, supporting retention, continuity, and security for WVDOT.  
 Our hourly rates are firm, fully loaded, and held for the life of the contract. Raj Sarna will serve as the designated single point of contact and Contract Manager, ensuring rapid mobilization, responsive service, and proactive performance management throughout each engagement.  
 We are committed to being a true extension of the WVDOT team delivering the right talent, at the right time, at a fair price, and standing behind every placement with replacement guarantees and continuous quality oversight.  
 Thank you for the opportunity to be considered. We look forward to partnering with WVDOT and the State of West Virginia to deliver exceptional IT services.

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep

304-558-2566  
john.w.estep@wv.gov

Vendor  
Signature X

FEIN#

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Mainframe Application Analyst				950206.40

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT260000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$110/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Senior Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mainframe Application Analyst				863824.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT260000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$100/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Application Oracle Database Administrator				993428.80

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT260000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$115/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Senior Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Application Oracle Database Administrator				863824.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT260000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$100/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application DB2 Database Administrator				993428.80

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT260000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$115/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Senior Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Application DB2 Database Administrator				863824.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT260000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$100/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	PC Programmer Analyst				734281.60

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT260000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$85/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

PC Programmer Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior PC Programmer Analyst				820664.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$95/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Senior PC Programmer Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Application SQL Server Database Administrator				820664.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$95/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Application SQL Server Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application Oracle Server Database Administrator				863824.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$100/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Senior Application Oracle Server Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	GIS Database Administrator				863824.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$100/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

GIS Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior GIS Database Administrator				950206.40

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$110/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Senior GIS Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	GIS Architect				1122971.20

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$130/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

GIS Architect

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	GIS Application Developer				777441.60

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$90/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

GIS Application Developer

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Senior GIS Application Developer				863824.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** All-inclusive fully-loaded hourly rate per "CRFQ DOT2600000079 Specifications" document; item numbers 4.2.3 and 8. Year 1 rate: \$100/hr. Years 2-4 reflect 2.5% annual increment; complete year-by-year breakdown provided on the Exhibit A Pricing Page attached in Step 4.

**Extended Description:**

Senior GIS Application Developer

## Exhibit A - Pricing Page

### WVDOT Information Technology Staffing Services RFQ(81260081)

CRFQ DOT2600000079

Contract Item	Description	Est. Qty.	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost	Year 4 Unit Cost	Extended Cost
4.1.1	Senior Mainframe Application Analyst	2080	EA	\$110.00	\$112.75	\$115.61	\$118.47	\$950,206.40
4.1.2	Mainframe Application Analyst	2080	EA	\$100.00	\$102.50	\$105.10	\$107.70	\$863,824.00
4.1.3	Senior Application Oracle Database Administrator	2080	EA	\$115.00	\$117.88	\$120.87	\$123.86	\$993,428.80
4.1.4	Application Oracle Database Administrator	2080	EA	\$100.00	\$102.50	\$105.10	\$107.70	\$863,824.00
4.1.5	Senior Application DB2 Database Administrator	2080	EA	\$115.00	\$117.88	\$120.87	\$123.86	\$993,428.80
4.1.6	Application DB2 Database Administrator	2080	EA	\$100.00	\$102.50	\$105.10	\$107.70	\$863,824.00
4.1.7	PC Programmer Analyst	2080	EA	\$85.00	\$87.13	\$89.34	\$91.55	\$734,281.60
4.1.8	Senior PC Programmer Analyst	2080	EA	\$95.00	\$97.38	\$99.85	\$102.32	\$820,664.00
4.1.9	Application SQL Server Database Administrator	2080	EA	\$95.00	\$97.38	\$99.85	\$102.32	\$820,664.00
4.1.10	Senior Application Oracle Database Administrator	2080	EA	\$100.00	\$102.50	\$105.10	\$107.70	\$863,824.00
4.1.11	GIS Database Administrator	2080	EA	\$100.00	\$102.50	\$105.10	\$107.70	\$863,824.00
4.1.12	Senior GIS Database Administrator	2080	EA	\$110.00	\$112.75	\$115.61	\$118.47	\$950,206.40
4.1.13	GIS Architect	2080	EA	\$130.00	\$133.25	\$136.63	\$140.01	\$1,122,971.20
4.1.14	GIS Application Developer	2080	EA	\$90.00	\$92.25	\$94.59	\$96.93	\$777,441.60
4.1.15	Senior GIS Application Developer	2080	EA	\$100.00	\$102.50	\$105.10	\$107.70	\$863,824.00
<b>Grand Total</b>								<b>\$13,346,236.80</b>

REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81260081)

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**SPECIFICATIONS**

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

1. Senior Mainframe Application Analyst
2. Mainframe Application Analyst
3. Senior Application Oracle Database Administrator
4. Application Oracle Database Administrator
5. Senior Application DB2 Database Administrator
6. Application DB2 Database Administrator
7. PC Programmer Analyst
8. Senior PC Programmer Analyst
9. Application SQL Server Database Administrator
10. Senior Application SQL Server Database Administrator
11. GIS Database Administrator
12. Senior GIS Database Administrator
13. GIS Architect
14. GIS Application Developer
15. Senior GIS Application Developer

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

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

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

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

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

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

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

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

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

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

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

**2.8 “.NET”** means Microsoft’s .NET or .NET Framework software.

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

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WV DOT Information Technology Temporary Staffing Services (81260081)

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

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

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

**4. MANDATORY REQUIREMENTS:**

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

**4.1.1 Senior Mainframe Application Analyst:**

**4.1.1.1** Senior Mainframe Application Analyst must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution, or a minimum of five (5) years of equivalent work experience as a substitution for the Bachelor's Degree.

**4.1.1.2** Senior Mainframe Application Analyst must have a minimum of five (5) years of Mainframe Application development experience using COBOL, CICS, and JCL.

**4.1.1.3** Senior Mainframe Application Analyst must have a minimum of five (5) years of Relational Database experience.

**4.1.1.4** Senior Mainframe Application Analyst must have a minimum of five (5) years of Analysis and Design experience.

**4.1.1.5** Senior Mainframe Application Analyst must have a minimum of three (3) years of experience as a lead analyst or in a senior analyst role.

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WVDOT Information Technology Temporary Staffing Services (81260081)

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

**4.1.2 Mainframe Application Analyst:**

- 4.1.2.1 Mainframe Application Analyst must have a minimum of three (3) years of Mainframe Application development experience using COBOL, CICS, and JCL.
- 4.1.2.2 Mainframe Application Analyst must have a minimum of three (3) years of Relational Database experience.
- 4.1.2.3 Mainframe Application Analyst must have a minimum of three (3) years of Analysis and Design experience.
- 4.1.2.4 Mainframe Application Analyst should have excellent communication skills (both verbal and written) to communicate with various stakeholders, including, but not limited to, project managers, business analysts, database administrators, and application analysts, as well as business policy staff and workers.

**4.1.3 Senior Application Oracle Database Administrator:**

- 4.1.3.1 Senior Application Oracle Database Administrator must have a minimum of ten (10) years of experience with the maintenance and management of Oracle database systems.
- 4.1.3.2 Senior Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution, or a minimum of six (6) years of equivalent work experience as a substitution for the Bachelor's Degree.
- 4.1.3.3 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an Oracle

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database.

- 4.1.3.4** Senior Application Oracle Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).
- 4.1.3.5** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience optimizing SQL execution for Oracle SQL procedures, functions, packages, and triggers.
- 4.1.3.6** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.
- 4.1.3.7** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.3.8** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in the utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.
- 4.1.3.9** Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience using and administering Oracle Warehouse Builder.
- 4.1.3.10** Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.

**4.1.4 Application Oracle Database Administrator:**

- 4.1.4.1** Application Oracle Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of Oracle database systems.
- 4.1.4.2** Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution, or a minimum of three (3) years of equivalent work experience as a substitution for the Bachelor's Degree.
- 4.1.4.3** Application Oracle Database Administrator must have a minimum of two (2) years of experience in providing connectivity to an Oracle Database.

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- 4.1.4.4** Application Oracle Database Administrator must have a minimum of two (2) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).
- 4.1.4.5** Application Oracle Database Administrator must have a minimum of two (2) years in optimizing SQL execution for Oracle SQL procedures, functions, packages, and triggers.
- 4.1.4.6** Application Oracle Database Administrator must have a minimum of two (2) years of experience in writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.
- 4.1.4.7** Application Oracle Database Administrator must have a minimum of two (2) years of experience in the utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.

**4.1.5 Senior Application DB2 Database Administrator:**

- 4.1.5.1** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of DB2 database systems.
- 4.1.5.2** Senior Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution, or a minimum of five (5) years of equivalent work experience as a substitution for the Bachelor's Degree.
- 4.1.5.3** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions for a DB2 database.
- 4.1.5.4** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.5.5** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.5.6** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.

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- 4.1.5.7** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.
- 4.1.5.8** Senior Application DB2 Database Administrator should have excellent communication skills (both verbal and written) to communicate with various stakeholders, including, but not limited to, project managers, business analysts, database administrators, and application analysts, as well as business policy staff and workers.

**4.1.6 Application DB2 Database Administrator:**

- 4.1.6.1** Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of six (6) years of equivalent work experience as a substitution for the Bachelor's Degree.
- 4.1.6.2** Application DB2 Database Administrator must have a minimum of four (4) years of experience with the maintenance and management of DB2 database systems.
- 4.1.6.3** Application DB2 Database Administrator must have a minimum of three (3) years of experience in managing permissions for a DB2 database.
- 4.1.6.4** Application DB2 Database Administrator must have a minimum of three (3) years of experience providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.6.5** Application DB2 Database Administrator must have a minimum of three (3) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.6.6** Application DB2 Database Administrator must have a minimum of three (3) years of experience in Data Modeling.
- 4.1.6.7** Application DB2 Database Administrator must have a minimum of three (3) years of experience developing and performing disaster recovery procedures.

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**4.1.6.8** Application DB2 Database Administrator should have excellent communication skills (both verbal and written) to communicate with various stakeholders, including, but not limited to, project managers, business analysts, database administrators, and application analysts, as well as business policy staff and workers.

**4.1.7 PC Programmer Analyst:**

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

**4.1.7.2** PC Programmer Analyst must have a minimum of three (3) years of experience with database management, documentation project control techniques, data processing concepts, and equipment usage.

**4.1.7.3** PC Programmer Analyst must have a minimum of three (3) years of experience developing and maintaining complex systems and evaluating and analyzing system requests to develop work plans for system development and maintenance.

**4.1.7.4** PC Programmer Analyst should have excellent communication skills (both verbal and written) to communicate with various stakeholders, including, but not limited to, project managers, business analysts, database administrators, and application analysts, as well as business policy staff and workers.

**4.1.8 Senior PC Programmer Analyst:**

**4.1.8.1** Senior Programmer Analyst must have a minimum of a Bachelor's degree from an accredited college or university in computer science or related field including but not limited to business data programming, business systems analysis, computer servicing technologies, information systems management, data processing or computer engineering, **OR** a minimum of an associate's degree and eighteen (18) months of equivalent work experience **OR** a minimum of five (5) years equivalent work experience.

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- 4.1.8.2** Senior PC Programmer Analyst must have a minimum of five (5) years of experience with database management, documentation project control techniques, data processing concepts, and equipment usage.
- 4.1.8.3** Senior PC Programmer Analyst must have a minimum of five (5) years of experience developing and maintaining complex systems and evaluating and analyzing system requests to develop work plans for system development and maintenance.
- 4.1.8.4** Senior PC Programmer Analyst should have excellent communication skills (both verbal and written) to communicate with various stakeholders, including, but not limited to, project managers, business analysts, database administrators, and application analysts, as well as business policy staff and workers.

**4.1.9 Application SQL Server Database Administrator:**

- 4.1.9.1** Application SQL Server Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of SQL Server database systems
- 4.1.9.2** Application SQL Server Database Administrator must have a Bachelor's degree in Computer Science or a related field from an accredited institution, or a minimum of three (3) years of equivalent work experience.
- 4.1.9.3** Application SQL Server Database Administrator must have a minimum of two (2) years of experience in providing connectivity to a SQL Server database.
- 4.1.9.4** Application SQL Server Database Administrator must have a minimum of two (2) years of experience in providing assistance to programming staff in debugging triggers, procedures, functions, and packages (T-SQL Code).
- 4.1.9.5** Application SQL Server Database Administrator must have a minimum of two (2) years of experience in optimizing SQL execution for SQL Server procedures, functions, packages, and triggers.

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- 4.1.9.6** Application SQL Server Database Administrator must have a minimum of two (2) years of experience in writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.
- 4.1.9.7** The SQL Server Database Administrator application requires a minimum of two (2) years of experience in utilizing SQL Server backup functionality, including full and incremental backups, as well as database cloning.

**4.1.10 Senior Application SQL Server Database Administrator:**

- 4.1.10.1** Senior Application SQL Server Database Administrator must have a minimum of ten (10) years of experience with the maintenance and management of SQL Server database systems.
- 4.1.10.2** Senior Application SQL Server Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution, or a minimum of six (6) years of equivalent work experience as a substitution for the Bachelor's Degree. (
- 4.1.10.3** Senior Application SQL Server Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an SQL Server database.
- 4.1.10.4** Senior Application SQL Server Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (T-SQL Code).
- 4.1.10.5** Senior Application SQL Server Database Administrator must have a minimum of five (5) years of experience in optimizing SQL execution for SQL Server procedures, functions, packages, and triggers.
- 4.1.10.6** Senior Application SQL Server Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.
- 4.1.10.7** Senior Application SQL Server Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.10.8** Senior Application SQL Server Database Administrator must have a minimum of five (5) years of experience in SQL Server backup

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functionality, including full and incremental backups, as well as database cloning.

**4.1.10.9** Senior Application SQL Server Database Administrator must have a minimum of two (2) years of experience using and administering SQL Server data warehouse building functionality.

**4.1.10.10** Senior Application SQL Server Database Administrator must have a minimum of two (2) years in fine grain access control in a SQL Server database.

**4.1.11 GIS Database Administrator:**

**4.1.11.1** GIS Database Administrator must have a minimum of three (3) years of experience with the maintenance and management of enterprise GIS database systems, including Esri ArcGIS Enterprise, ArcSDE, and relational database platforms such as Oracle, SQL Server, or PostgreSQL/PostGIS.

**4.1.11.2** GIS Database Administrator must have a Bachelor's degree in Computer Science, Geography, Geomatics, or a related field from an accredited institution, or a minimum of three (3) years of equivalent work experience.

**4.1.11.3** GIS Database Administrator must have a minimum of two (2) years of experience in providing connectivity between GIS applications and enterprise databases, including configuration of ArcGIS services, database connections, and integration with web-based GIS applications.

**4.1.11.4** GIS Database Administrator must have a minimum of two (2) years of experience in providing assistance to GIS analysts and programming staff in debugging stored procedures, spatial queries, geoprocessing scripts, and database functions.

**4.1.11.5** GIS Database Administrator must have a minimum of two (2) years of experience in optimizing spatial SQL execution for procedures, functions, packages, triggers, and geospatial queries to ensure high performance of GIS applications.

**4.1.11.6** GIS Database Administrator application requires a minimum of two (2) years of experience in utilizing enterprise database backup functionality, including full and incremental backups, spatial database replication, and database cloning for GIS environments.

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**4.1.12 Senior GIS Database Administrator**

- 4.1.12.1** Senior GIS Database Administrator must have a minimum of seven (7) years of experience with the maintenance, management, and optimization of enterprise GIS database systems, including Esri ArcGIS Enterprise, ArcSDE, and relational database platforms such as Oracle, SQL Server, or PostgreSQL/PostGIS.
- 4.1.12.2** Senior GIS Database Administrator must have a Bachelor's degree in Computer Science, Geography, Geomatics, or a related field from an accredited institution, or a minimum of five (5) years of equivalent work experience. A Master's degree is preferred.
- 4.1.12.3** Senior GIS Database Administrator must have a minimum of three (3) years of experience in providing connectivity between GIS applications and enterprise databases, including configuration of ArcGIS services, database connections, and integration with enterprise IT systems.
- 4.1.12.4** Senior GIS Database Administrator must have a minimum of three (3) years of experience in providing advanced assistance to GIS analysts and programming staff in debugging stored procedures, spatial queries, geoprocessing scripts, triggers, and database functions.
- 4.1.12.5** Senior GIS Database Administrator must have a minimum of three (3) years of experience in optimizing spatial SQL execution for procedures, functions, packages, triggers, and geospatial queries to ensure high performance and scalability of GIS applications.
- 4.1.12.6** Senior GIS Database Administrator application requires a minimum of three (3) years of experience in utilizing enterprise database backup functionality, including full and incremental backups, spatial database replication, disaster recovery planning, and database cloning for GIS environments.

**4.1.13 GIS Architect**

- 4.1.13.1** GIS Architect must have a minimum of ten (10) years of experience in the design, implementation, and management of enterprise GIS systems, including Esri ArcGIS Enterprise, ArcGIS Online, ArcSDE, and relational database platforms such as Oracle, SQL Server, or PostgreSQL/PostGIS.

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- 4.1.13.2** GIS Architect must have a Bachelor's degree in Computer Science, Geography, Geomatics, Information Systems, or a related field from an accredited institution, or a minimum of seven (7) years of equivalent work experience. A Master's degree is preferred.
- 4.1.13.3** GIS Architect must have a minimum of five (5) years of experience in designing enterprise GIS architectures, including system integration, scalability planning, cloud deployment (Azure/AWS), and high-availability configurations.
- 4.1.13.4** GIS Architect must have a minimum of five (5) years of experience in providing technical leadership and guidance to GIS database administrators, analysts, and developers, including establishing standards, best practices, and governance frameworks.
- 4.1.13.5** GIS Architect must have a minimum of five (5) years of experience in optimizing enterprise GIS performance, including spatial SQL tuning, service load balancing, and distributed geoprocessing workflows.
- 4.1.13.6** GIS Architect application requires a minimum of three (3) years of experience in enterprise-level disaster recovery planning, including backup and replication strategies, failover systems, and business continuity planning for GIS environments.
- 4.1.13.7** GIS Architect must have demonstrated experience in leading enterprise GIS modernization initiatives, including migration to cloud platforms, integration with enterprise IT systems, and adoption of emerging geospatial technologies.

**4.1.14 GIS Application Developer**

- 4.1.14.1** GIS Application Developer must have a minimum of five (5) years of experience in designing, developing, and maintaining GIS applications using Esri ArcGIS Enterprise, ArcGIS Online, ArcGIS Pro SDK, and web-based GIS frameworks.
- 4.1.14.2** GIS Application Developer must have a Bachelor's degree in Computer Science, Geography, Geomatics, Information Systems, or a related field from an accredited institution, or a minimum of three (3) years of equivalent work experience.

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WVDOT Information Technology Temporary Staffing Services (81260081)

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- 4.1.14.3** GIS Application Developer must have a minimum of two (2) years of experience in developing web-based GIS applications using JavaScript, Python, .NET, or other programming languages, including use of Esri's ArcGIS API for JavaScript and REST services.
- 4.1.14.4** GIS Application Developer must have a minimum of two (2) years of experience in integrating GIS applications with enterprise databases such as SQL Server, Oracle, or PostgreSQL/PostGIS, including spatial query development and optimization.
- 4.1.14.5** GIS Application Developer must have a minimum of two (2) years of experience in providing assistance to GIS analysts and programming staff in debugging geoprocessing scripts, web services, and application workflows.
- 4.1.14.6** GIS Application Developer must have a minimum of two (2) years of experience in optimizing GIS application performance, including map service tuning, caching strategies, and efficient use of spatial data.
- 4.1.14.7** GIS Application Developer application requires a minimum of two (2) years of experience in utilizing version control systems such as Git, and in implementing software development best practices including Agile methodologies, unit testing, and continuous integration.

**4.1.15 Senior GIS Application Developer:**

- 4.1.15.1** Senior GIS Application Developer must have a minimum of seven (7) years of experience in designing, developing, and maintaining enterprise GIS applications using Esri ArcGIS Enterprise, ArcGIS Online, ArcGIS Pro SDK, and web-based GIS frameworks.
- 4.1.15.2** Senior GIS Application Developer must have a Bachelor's degree in Computer Science, Geography, Geomatics, Information Systems, or a related field from an accredited institution, or a minimum of five (5) years of equivalent work experience. A Master's degree is preferred.
- 4.1.15.3** Senior GIS Application Developer must have a minimum of three (3) years of experience in leading the development of web-based GIS applications, including use of Esri's ArcGIS API for JavaScript, Python, .NET, and REST services.
- 4.1.15.4** Senior GIS Application Developer must have a minimum of three (3) years of experience in integrating GIS applications with enterprise

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WVDOT Information Technology Temporary Staffing Services (81260081)

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databases such as SQL Server, Oracle, or PostgreSQL/PostGIS, including advanced spatial query development, optimization, and schema design.

- 4.1.15.5** Senior GIS Application Developer must have a minimum of three (3) years of experience in providing advanced assistance to GIS analysts and programming staff in debugging geoprocessing scripts, web services, and application workflows.
- 4.1.15.6** Senior GIS Application Developer must have a minimum of three (3) years of experience in optimizing GIS application performance, including map service tuning, caching strategies, distributed geoprocessing, and enterprise-level scalability planning.
- 4.1.15.7** Senior GIS Application Developer must have a minimum of three (3) years of experience in writing and maintaining automation scripts in Python, UNIX/LINUX shell scripting, or similar environments for GIS application deployment, monitoring, and maintenance.
- 4.1.15.8** Senior GIS Application Developer application requires a minimum of three (3) years of experience in utilizing version control systems such as Git, and in implementing software development best practices including Agile methodologies, unit testing, and continuous integration/continuous deployment (CI/CD).

## **4.2 VENDOR RESPONSIBILITIES**

- 4.2.1** Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by the Agency, Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.
- 4.2.2** Successful vendors must provide staffing as requested by the Agency. Assignments also may be for a specified period of time and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from the Agency, or consistently being unresponsive to Agency's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3** Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social

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security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.

- 4.2.4** Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered (ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.
- 4.2.5** Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6** Successful vendor having the first priority contract for any classification required by the Agency will be contacted first and will have 48 hours (2 business days) to **acknowledge the initial contact request for staffing** (in writing, by a means dictated by the Agency on the initial contact request, but likely by email or fax), and **must inform the Agency if they are able or unable to fulfill the request**. If unable to supply a candidate at the time, Vendor must provide a written waiver to the Agency within this same 48 hours (2 business days) timeframe. Failure to provide a written waiver will serve as a waiver as it pertains to the Agency's ability to proceed to contacting lower priority vendors. However, repeated failure to provide a written waiver may be grounds for cancellation of a vendor's entire contract (ie, all awarded classifications).

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

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

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

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

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

### **4.3 DUTIES AND RESPONSIBILITIES OF THE AGENCY**

**4.3.1 Ordering Procedure:** Agency will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. Agency may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; the Agency has full discretion on how they wish to organize and issue notifications to the Vendor with current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of the Agency (ie, the Agency should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, the Agency requires two Mainframe Application Analyst for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification.

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

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

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

**4.3.2** Successful Vendor(s)' candidate shall work under Agency supervision. The Agency shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at the Agency.

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**4.3.3** Agency reserves the right to terminate the candidate selected for a position providing services to the Agency without cause if it is determined to be in the best interest and well-being of the Agency. Termination would occur by cancellation of the remainder of the Delivery Order and does not require prior notification to the Vendor.

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

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

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

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

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

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

## **5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to ensure that every classification can be adequately supplied during the life

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WVDOT Information Technology Temporary Staffing Services (81260081)

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of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An indicator of "1" on the spreadsheet contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

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

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: [John.W.Estep@wv.gov](mailto:John.W.Estep@wv.gov).

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay only the hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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**9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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

**10. VENDOR DEFAULT:**

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

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

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

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

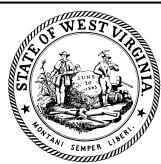
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**11. MISCELLANEOUS:**

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

**Contract Manager:** . Raj Sarna  
**Telephone Number:** . 631-525-2609  
**Fax Number:** . NA  
**Email Address:** . raj@vgatech.com



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**

<b>Proc Folder:</b> 1886131		<b>Reason for Modification:</b>	
<b>Doc Description:</b> WVDOT IT Temporary Staffing Services (81260081)		ADDENDUM NO_1 Bid Opening Moves to April 14, 2026 Attach Revised Terms and Conditions	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-03-25	2026-04-14 13:30	CRFQ 0803 DOT2600000079	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000048975  
**Vendor Name :** VGA Technologies Inc.  
**Address :** 575 Underhill Blvd, Suite 212, Syosset, NY 11791  
**Street :** 575 Underhill Blvd, Suite 212  
**City :** Syosset  
**State :** NY **Country :** USA **Zip :** 11791  
**Principal Contact :** Raj Sarna  
**Vendor Contact Phone:** 631-525-2609 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** **FEIN#** 27-5484378 **DATE** 04/14/2026

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the vendor community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish multiple open-ended contracts for information technology temporary technical staffing services. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Mainframe Application Analyst			110	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior Mainframe Application Analyst

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mainframe Application Analyst			100	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Mainframe Application Analyst

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Application Oracle Database Administrator			115	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior Application Oracle Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Application Oracle Database Administrator			100	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application Oracle Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application DB2 Database Administrator			115	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior Application DB2 Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Application DB2 Database Administrator			100	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application DB2 Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	PC Programmer Analyst			85	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
PC Programmer Analyst

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior PC Programmer Analyst			95	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior PC Programmer Analyst

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Application SQL Server Database Administrator			95	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application SQL Server Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application Oracle Server Database Administrator			100	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior Application Oracle Server Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	GIS Database Administrator			100	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
GIS Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior GIS Database Administrator			110	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior GIS Database Administrator

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	GIS Architect			130	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**

GIS Architect

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	GIS Application Developer			90	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**

GIS Application Developer

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720  CHARLESTON WV US	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720  CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Senior GIS Application Developer			100	

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
 Senior GIS Application Developer

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2026-03-20

	Document Phase	Document Description	Page 10
DOT2600000079	Final	WVDOT IT Temporary Staffing Services (81260081)	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



# VGA TECHNOLOGIES INC.

## Technical & Cost Proposal

### **RFQ for Temporary Information Technology Staffing Services**

Solicitation No. CRFQ 0803 DOT2600000079

West Virginia Department of Transportation

**Submitted to:**

Department of Administration, Purchasing Division

Attn: John W. Estep, Buyer

2019 Washington Street East

Charleston, West Virginia 25305

**Submitted by:**

VGA Technologies Inc.

575 Underhill Blvd, Suite 212

Syosset, New York 11791

Raj Sarna, Director • (631) 525-2609

Date of Submission: April 14, 2026



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4. Proposed Staffing and Delivery Approach	7
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## 1. Cover Letter

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**April 14, 2026**

Department of Administration, Purchasing Division

Attn: John W. Estep, Buyer

2019 Washington Street East

Charleston, West Virginia 25305

**Re: Response to CRFQ 0803 DOT2600000079 — Temporary Information Technology Staffing Services**

Dear Mr. Estep:

VGA Technologies Inc. is pleased to submit this proposal in response to the West Virginia Purchasing Division's Request for Quotation issued on behalf of the West Virginia Department of Transportation (WVDOT) for Temporary Information Technology Staffing Services. Our firm has reviewed the Specifications, Instructions to Vendors, General Terms and Conditions, and Addendum No. 1 in their entirety, and we confirm full compliance with all mandatory requirements of the solicitation.

For more than fourteen years, VGA Technologies has specialized in delivering pre-vetted, credentialed technology professionals to public-sector and enterprise clients. Our practice is built on three disciplines that matter to WVDOT: speed of placement, rigor of screening, and continuity of service. We understand that the majority of engagements under this contract will be performed onsite in the metro-Charleston area across fifteen distinct classifications — spanning mainframe COBOL/DB2 analysts, Oracle and SQL Server database administrators, PC programmer analysts, and enterprise GIS professionals — and we have priced and structured our response to deliver reliably against that scope.

Our commitments to WVDOT under any resulting contract include: acknowledgement of every initial contact request within 48 hours; delivery of qualified candidate packages within ten business days; a single-point-of-contact Account Manager assigned for the life of the contract; and a documented replacement process that meets or exceeds the two-week continuity standard established in Section 4.2.8 of the Specifications.

All pricing submitted on Exhibit A is inclusive of federal, state, and local withholding taxes; Social Security and Medicare; unemployment and workers' compensation insurance; general and professional liability premiums; vendor overhead; candidate benefits; and all travel costs associated with onsite performance in West Virginia, consistent with Sections 4.2.3 and 8 of the Specifications.

VGA Technologies hereby acknowledges receipt and incorporation of Addendum No. 1 to CRFQ 0803 DOT2600000079, issued March 25, 2026, which revised the solicitation to Version 2 and moved the bid opening to April 14, 2026 at 1:30 PM Eastern Time. All additional terms, conditions, clarifications, and



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revisions issued under that Addendum are accepted without exception. The undersigned is authorized to bind the firm to the terms of any resulting contract.

In accordance with Section 6 of the Specifications, VGA Technologies designates Raj Sarna, Director, as the Contract Manager responsible for all communications, coordination, and administration related to this contract. Mr. Sarna can be reached at (631) 525-2609 or [raj@vgatech.com](mailto:raj@vgatech.com). A formal Contract Manager designation letter accompanies this proposal.

We appreciate the opportunity to present our qualifications and look forward to the opportunity to serve WVDOT and its end-user agencies.

Respectfully submitted,

**Raj Sarna**

Director

VGA Technologies Inc.

575 Underhill Blvd, Suite 212, Syosset, NY 11791

Phone: (631) 525-2609

Email: [raj@vgatech.com](mailto:raj@vgatech.com)

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## 2. Executive Summary

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VGA Technologies proposes to serve as a Priority Vendor under CRFQ 0803 DOT2600000079 across all fifteen IT classifications identified in Section 4.1 of the Specifications. Our proposal is organized around four value pillars that directly address WVDOT's stated operating environment and procurement objectives:

### **Rapid, Qualified Placement**

A dedicated Talent Acquisition team supported by a pre-vetted bench allows VGA Technologies to acknowledge staffing requests within two business days and submit fully documented candidate packages within the ten-business-day window required by Section 4.2.6. Every candidate is screened against the specific experience, degree, and technology requirements detailed in Sections 4.1.1 through 4.1.15 before submission to the Agency.

### **Charleston-Ready Workforce**

Recognizing that the majority of work under this contract will be performed onsite in metro-Charleston, our rates are fully loaded to include all travel, per diem, and lodging expenses, in accordance with Section 8. Our sourcing strategy combines West Virginia-resident candidates with a qualified pool of relocation-ready specialists in mainframe, Oracle, DB2, SQL Server, and enterprise Esri GIS platforms.

### **Continuity of Service**

Turnover during a multi-year staffing engagement is the single largest risk to agency productivity. VGA Technologies mitigates this risk through a documented replacement protocol, an actively maintained back-fill pool for each classification, and structured retention practices that have produced an average voluntary turnover rate below three percent across our existing contracts.

### **Compliance and Accountability**

Every candidate submitted to WVDOT carries a complete qualification file: current resume, degree and certification copies, employment verification, background check, and signed agreements on confidentiality and IT security. An assigned Account Manager serves as the single point of contact for all delivery orders, invoicing, and issue resolution for the life of the contract.

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## 3. Qualifications and Experience

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### Firm Profile

VGA Technologies Inc. is a privately held information technology staffing and consulting firm headquartered in Syosset, New York. The firm was founded in 2011 and has operated continuously for more than fourteen years, satisfying the minimum five-year operating history required by Section 3.1 of the Specifications.

Our practice focuses on placing specialized technology professionals into public-sector, financial services, and healthcare environments. We differentiate on three operational commitments: transparent account management, rigorously documented candidate qualifications, and service continuity across multi-year engagements.

### Areas of Practice

- **Mainframe Modernization Staffing.** COBOL, CICS, JCL, DB2, and VSAM analysts for legacy systems maintenance and migration.
- **Database Administration.** Senior and mid-level Oracle, DB2, and Microsoft SQL Server DBAs supporting production environments, performance tuning, and disaster recovery.
- **Enterprise GIS.** Esri ArcGIS Enterprise and ArcGIS Online specialists, including database administrators, application developers, and solution architects.
- **Application Development.** PC programmer analysts and .NET/Visual Studio developers supporting client-server and web application portfolios.
- **IT Operations Support.** Complementary staffing in systems analysis, production support, and knowledge transfer.

### Relevant Staffing History

In accordance with Section 3.2 of the Specifications, VGA Technologies has provided staffing for qualifying technology classifications within the past five years. Supporting documentation identifying each placement, the receiving entity, and contact information is provided in Section 7 (References) of this proposal.

Our placements have included database administrators, application developers, and systems analysts across state agencies, healthcare networks, and mid-market enterprises. Each engagement has been supported by our standard framework: pre-submission candidate qualification review, account management, performance reporting, and replacement coverage.

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## 4. Proposed Staffing and Delivery Approach

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### 4.1 Overview

Our delivery approach under this contract is designed around the specific ordering procedure described in Section 4.3.1 of the Specifications. Upon receipt of a delivery-order notification from WVDOT or an end-user Agency, VGA Technologies executes a six-stage workflow: confirmation, sourcing, qualification, submission, selection support, and onboarding. Each stage has defined service levels and documentation standards.

### 4.2 Recruitment and Qualification Workflow

- **Stage 1 — Requirement Review.** The Account Manager confirms receipt of the notification within 48 hours in writing (Section 4.2.6), validates the classification and hour quantity, and communicates acknowledgement or waiver to the Agency.
- **Stage 2 — Sourcing.** The Talent Acquisition team searches the internal candidate database first, followed by curated external channels and partner networks. Priority is given to candidates already qualified for the relevant classification and to West Virginia residents or relocation-ready specialists.
- **Stage 3 — Qualification Screening.** Each candidate is reviewed against the experience, degree, and technology requirements of the specific subsection of Section 4.1. This includes verification of years of experience, required platform competencies (e.g., COBOL/CICS/JCL for mainframe roles; Esri ArcGIS Enterprise for GIS roles), and supporting certifications.
- **Stage 4 — Documentation Assembly.** Each submission package includes a current resume (pages numbered per Section 4.2.4), a completed qualification document using the Agency's template, copies of degrees and certifications, and signed compliance attestations.
- **Stage 5 — Agency Submission.** Candidate packages are delivered to the Agency within ten business days of the initial notification. Multiple candidates may be submitted for a single position to allow Agency selection.
- **Stage 6 — Selection Support and Onboarding.** VGA Technologies coordinates interviews, provides references on request, issues a signed and dated quote upon candidate selection, and executes onboarding activities including confidentiality agreements, Agency policy briefings, and first-day logistics.

### 4.3 Service Location and Onsite Delivery

Per Section 1 of the Specifications, the majority of work under this contract will be performed in the metro-Charleston area. VGA Technologies has priced every classification on the assumption of onsite delivery and has built all mileage, travel time, and related expenses into the hourly rates submitted on Exhibit A. Consistent with Section 8, no travel costs will be billed separately to any Agency.

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Where the end-user Agency identifies a work location outside metro-Charleston, VGA Technologies will coordinate with the Agency to confirm location, hours, and any associated security or access requirements before placing a candidate.

#### **4.4 Replacement and Continuity**

In the event that a placed candidate departs during the term of a delivery order, VGA Technologies will:

- Provide written notice to the Agency within one business day of learning of the departure, in accordance with Section 4.2.8.
- Deliver resumes and qualification documentation for qualified replacement candidates within ten business days of notification.
- Maintain a back-fill pool for each awarded classification to shorten replacement timelines where feasible.
- Ensure that every proposed replacement meets or exceeds the experience and technology requirements of the original placement.

#### **4.5 Engagement Model**

VGA Technologies proposes a fully onsite engagement model for this contract, consistent with WVDOT's stated preference and with the independent-contractor relationship described in Section 4.3.4. All candidates will work under Agency supervision at Agency-designated locations, submit timesheets at the interval required by Section 4.2.7, and comply with Agency security, badging, and access policies.

## 5. Capacity to Perform

### 5.1 Dedicated Account Management

Upon contract award, VGA Technologies will assign a dedicated Account Manager to serve as WVDOT’s single point of contact for the duration of the agreement. The Account Manager is responsible for:

- Receiving and acknowledging all staffing notifications within 48 hours.
- Coordinating candidate sourcing, qualification, and submission.
- Managing onboarding logistics and Agency-specific compliance requirements.
- Tracking candidate performance, addressing feedback, and executing replacements when required.
- Providing monthly and on-demand reporting to the Agency.

### 5.2 Service Level Summary

Service Activity	Commitment	RFQ Reference
Acknowledgement of initial contact request	Within 48 hours (2 business days)	§4.2.6
Delivery of candidate package(s)	Within 10 business days of notification	§4.2.6
Replacement notification to Agency	Within 1 business day of candidate departure	§4.2.8
Replacement candidate documentation	Within 10 business days of notification	§4.2.8
Candidate timesheets	Submitted not less than weekly, not more than monthly	§4.2.7
Pricing inclusivity	All taxes, insurance, overhead, benefits, travel included	§4.2.3, §8

### 5.3 Surge and Multi-Classification Capacity

The Specifications contemplate a simultaneous need for staffing across fifteen distinct classifications. VGA Technologies is prepared to support concurrent delivery orders for multiple classifications without degradation of service. Our Talent Acquisition team is organized into three technology practice groups — Mainframe and Database, Microsoft Platforms, and Geospatial — each with dedicated recruiters and SME interviewers, allowing parallel sourcing across multiple requirements.

### 5.4 Compliance Infrastructure

All candidates proposed to WVDOT are subject to our pre-employment compliance program, which includes:

- Verification of U.S. work authorization (Section 4.2.5).



- 
- Verification of education, certifications, and prior employment history.
  - Criminal, motor vehicle (where role-relevant), and credit screening, consistent with applicable law.
  - Signed confidentiality, non-disclosure, and IT security agreements prior to first onsite day.
  - Cybersecurity awareness orientation, updated at placement renewal.

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## 6. Quality Assurance and Performance Management

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### 6.1 Candidate Quality Control

Every candidate proposed under this contract passes through a four-stage qualification gate: technical skills verification, reference validation, documentation review, and final Account Manager sign-off.

Candidates who cannot produce documentation satisfying the specific requirements of the relevant Section 4.1 subsection are not submitted to the Agency.

### 6.2 Performance Monitoring

- Biweekly check-ins with the Agency project lead during the first sixty days of each placement.
- Monthly check-ins thereafter for the duration of the delivery order.
- Quarterly service reviews with designated WVDOT contract administrators.
- Feedback surveys distributed to the Agency at the midpoint and conclusion of each assignment.

### 6.3 Corrective Action and Replacement

If performance concerns are identified, VGA Technologies initiates a Corrective Action Plan within 48 hours of Agency notification. Resolution paths include coaching, reassignment, or replacement per Section 4.2.6. All corrective actions and their resolutions are documented and made available to the Agency on request.

### 6.4 Reporting

VGA Technologies delivers a standard monthly report summarizing hours worked by classification, active delivery orders, any open requisitions, and any corrective actions in progress. Report format and delivery schedule will be customized to WVDOT preferences during contract kickoff.

### 6.5 Continuous Improvement

Lessons learned from each completed assignment are reviewed by the Account Manager and incorporated into sourcing and screening practices for subsequent WVDOT requisitions. Performance trends are tracked across the contract term and shared with the Agency during quarterly service reviews.

## 7. References

The following client references are submitted in support of the qualifications required under Section 3 of the Specifications. VGA Technologies will supplement this list on request with additional references specific to any of the fifteen classifications in Section 4.1.

#	Client / Agency	Engagement Description	Contact
1	MedRevolution	Healthcare-focused staffing engagement supporting clinical operations and IT systems support. VGA Technologies provided credentialed staff including administrative professionals and IT specialists for healthcare platforms.	Kinan Nimeh (516) 567-3561 khnimeh@medrevolution.com
2	Clique Apparel	Retail and e-commerce staffing engagement including IT professionals supporting digital sales operations, supply chain systems, and seasonal technology projects.	Vinnie Shikapuri (516) 375-7969 vinnie@cliqueapparel.com
3	Cotillion of Jericho	Operational staffing engagement providing event management, service, and logistics coverage across recurring large-scale events.	Cotillion Thomas (516) 658-2973 cotillionthomas@aol.com

## 8. Compliance Confirmation

VGA Technologies Inc. affirms compliance with each of the mandatory requirements set forth in the Solicitation. The following matrix cross-references each requirement to the relevant section of this proposal.

RFQ Section	Requirement	Proposal Section	Status
§3.1	Minimum five years in business providing similar IT services	§3 — Firm Profile	Comply
§3.2	Evidence of staffing at least six individuals in listed classifications within past five years	§3 / §7	Comply
§4.1.1 – 4.1.15	Candidate qualifications for each classification	§4 / Candidate files on placement	Comply
§4.2.3	All-inclusive hourly rates (taxes, insurance, overhead, benefits, travel)	Cover Letter / Exhibit A	Comply
§4.2.4	Candidate resumes, credentials, and qualification documentation	§4.2 / On placement	Comply
§4.2.5	U.S. citizenship or work eligibility documentation	§5.4	Comply
§4.2.6	48-hour acknowledgement of initial contact; 10-business-day submission	§5.2	Comply
§4.2.7	Weekly-to-monthly timesheet submission	§4.5 / §5.2	Comply
§4.2.8	Candidate replacement within ten business days	§4.4 / §5.2	Comply
§4.2.9	Compliance with Agency policies and procedures	§5.4	Comply
§4.3.4	Independent contractor relationship maintained	§4.5	Comply
§5.2	Completion of Pricing Page (Exhibit A)	§9 / Exhibit A	Comply
§6	Designation of Contract Manager	Cover Letter / Contract Manager Letter	Comply
§8	Travel costs included in hourly rate	Cover Letter / §4.3	Comply
Addendum No. 1	Acknowledgement of Addendum No. 1 and revised bid opening of April 14, 2026 at 1:30 PM ET	Cover Letter	Comply

*VGA Technologies Inc. has no exceptions, clarifications, or proposed modifications to the Solicitation as issued and amended by Addendum No. 1.*

## 9. Pricing (Exhibit A)

Pricing for each of the fifteen classifications in Section 4.1 of the Specifications is submitted on the Exhibit A Pricing Page accompanying this proposal. All hourly rates are fully loaded and include the following components, as required by Sections 4.2.3 and 8 of the Specifications:

- Federal, state, and local withholding taxes
- Social Security and Medicare contributions
- Unemployment compensation and workers' compensation insurance
- General and professional liability insurance
- Vendor overhead
- Candidate benefits and fringe
- All mileage, travel time, lodging, and per diem associated with performance of services in West Virginia

Rates are submitted for Year 1 through Year 4 of the contract term. No separate expense reimbursement will be requested from any Agency under any delivery order.

### Summary of Year-One Rates

Item	Role	Year 1 Rate
4.1.1	Senior Mainframe Application Analyst	\$110.00
4.1.2	Mainframe Application Analyst	\$100.00
4.1.3	Senior Application Oracle Database Administrator	\$115.00
4.1.4	Application Oracle Database Administrator	\$100.00
4.1.5	Senior Application DB2 Database Administrator	\$115.00
4.1.6	Application DB2 Database Administrator	\$100.00
4.1.7	PC Programmer Analyst	\$85.00
4.1.8	Senior PC Programmer Analyst	\$95.00
4.1.9	Application SQL Server Database Administrator	\$95.00
4.1.10	Senior Application SQL Server Database Administrator	\$100.00
4.1.11	GIS Database Administrator	\$100.00
4.1.12	Senior GIS Database Administrator	\$110.00
4.1.13	GIS Architect	\$130.00
4.1.14	GIS Application Developer	\$90.00



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4.1.15	Senior GIS Application Developer	<b>\$100.00</b>
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*Year 2 through Year 4 rates, reflecting a 2.5 percent annual escalation, are provided on the Exhibit A Pricing Page accompanying this proposal.*



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

<b>Proc Folder:</b> 1886131		<b>Reason for Modification:</b>	
<b>Doc Description:</b> WVDOT IT Temporary Staffing Services (81260081)		ADDENDUM NO_1 Bid Opening Moves to April 14, 2026 Attach Revised Terms and Conditions	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-03-25	2026-04-14 13:30	CRFQ 0803 DOT2600000079	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000048975  
**Vendor Name :** VGA Technologies Inc.  
**Address :** 575 Underhill Blvd, Suite 212, Syosset, NY 11791  
**Street :** 575 Underhill Blvd, Suite 212  
**City :** Syosset  
**State :** NY **Country :** USA **Zip :** 11791  
**Principal Contact :** Raj Sarna  
**Vendor Contact Phone:** 631-525-2609 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

  
**Vendor Signature X** **FEIN#** 27-5484378 **DATE** 04/14/2026

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to publish and distribute the attached information to the vendor community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT) to establish multiple open-ended contracts for information technology temporary technical staffing services. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

**INVOICE TO****SHIP TO**
 DEPT. OF TRANSPORTATION  
 1900 KANAWHA BLVD E,  
 BLD. 5 RM-720

 DEPT. OF TRANSPORTATION  
 1900 KANAWHA BLVD E,  
 BLD. 5 RM-720

 CHARLESTON WV  
 US

 CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Mainframe Application Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**

Senior Mainframe Application Analyst

**INVOICE TO****SHIP TO**
 DEPT. OF TRANSPORTATION  
 1900 KANAWHA BLVD E,  
 BLD. 5 RM-720

 DEPT. OF TRANSPORTATION  
 1900 KANAWHA BLVD E,  
 BLD. 5 RM-720

 CHARLESTON WV  
 US

 CHARLESTON WV  
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mainframe Application Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**

Mainframe Application Analyst

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV US	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Application Oracle Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior Application Oracle Database Administrator

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV US	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Application Oracle Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application Oracle Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application DB2 Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior Application DB2 Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Application DB2 Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application DB2 Database Administrator

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV US	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	PC Programmer Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
PC Programmer Analyst

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV US	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior PC Programmer Analyst				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior PC Programmer Analyst

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV US	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Application SQL Server Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application SQL Server Database Administrator

INVOICE TO	SHIP TO
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DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720
CHARLESTON WV US	CHARLESTON WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application Oracle Server Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior Application Oracle Server Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	GIS Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
GIS Database Administrator

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior GIS Database Administrator				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior GIS Database Administrator



INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Senior GIS Application Developer				

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Senior GIS Application Developer

SCHEDULE OF EVENTS		
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2026-03-20

# SOLICITATION NUMBER: CRFQ DOT2600000079

## Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2600000079 Solicitation” to reflect the change(s) identified and described below.

### Applicable Addendum Category:

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

### Additional Documentation:

Bid Opening Moves to April 14, 2026 @ 1:30PM

Attach Revised Terms and Conditions

### Terms and Conditions:

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

## **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 (1) one year. The Initial Contract Term 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 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 (3) Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

*the 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).*

**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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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:

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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 via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a 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.

(Printed Name and Title) Raj Sarna , Director

(Address) 575 Underhill Blvd, Suite 212, Syosset, NY 11791

(Phone Number) / (Fax Number) 631-525-2609

(email address) raj@vgatech.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.*

VGA Technologies Inc.  
(Company) 

(Signature of Authorized Representative)

Raj Sarna , Director 04/14/2026

(Printed Name and Title of Authorized Representative) (Date)

631-525-2609

(Phone Number) (Fax Number)

raj@vgatech.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFO DOT2600000079**

**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 the addenda may result in bid disqualification.

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of the 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.

VGA Technologies Inc.

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

04/14/2026

\_\_\_\_\_  
Date

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

## **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 (1) one year. The Initial Contract Term 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 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 (3) Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

the contract will continue for \_\_\_\_\_ years;

*the 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).*

**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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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:

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

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

**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 [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy).

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

**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 via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a 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.

(Printed Name and Title) Raj Sarna , Director

(Address) 575 Underhill Blvd, Suite 212, Syosset, NY 11791

(Phone Number) / (Fax Number) 631-525-2609

(email address) raj@vgatech.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through WV OASIS, 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.*

VGA Technologies Inc.

(Company)

(Signature of Authorized Representative)

Raj Sarna , Director 04/14/2026

(Printed Name and Title of Authorized Representative) (Date)

631-525-2609

(Phone Number) (Fax Number)

raj@vgatech.com

(Email Address)