



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

Header 5

List View

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

Procurement Folder: 1886131

Procurement Type: Central Master Agreement

Vendor ID: 000000181823

Legal Name: ACRO SERVICE CORP

Alias/DBA:

Total Bid: \$927.23

Response Date: 04/14/2026

Response Time: 13:15

Responded By User ID: joewiesner

First Name: Dennis

Last Name: Woomer

Email: Acrogov@acrocorp.com

Phone: 7345911100

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: 5

Total of All Attachments: 5



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 ESR04142600000007174	1

**VENDOR**  
 000000181823  
 ACRO SERVICE CORP

**Solicitation Number:** CRFQ 0803 DOT2600000079  
**Total Bid:** 927.2300000000000181898940354 **Response Date:** 2026-04-14 **Response Time:** 13:15:30  
**Comments:**

**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				62.50

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$129,819 per year.

**Extended Description:**

Senior Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mainframe Application Analyst				57.96

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$120,388 per year.

**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				70.86

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$147,171 per year.

**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				59.51

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$123,595 per year.

**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				67.04

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$139,249 per year.

**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				53.42

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$110,958 per year.

**Extended Description:**

Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	PC Programmer Analyst				56.02

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$116,365 per year.

**Extended Description:**

PC Programmer Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior PC Programmer Analyst				59.69

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$123,972 per year.

**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				56.45

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$117,245 per year.

**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				70.86

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$147,171 per year.

**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				48.88

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$101,527 per year.

**Extended Description:**

GIS Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior GIS Database Administrator				65.53

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$136,106 per year.

**Extended Description:**

Senior GIS Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	GIS Architect				65.53

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$136,106 per year.

**Extended Description:**

GIS Architect

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	GIS Application Developer				53.42

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$110,958 per year.

**Extended Description:**

GIS Application Developer

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	Senior GIS Application Developer				79.56

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:** At anticipated 2080 hr annually at approximately \$165,246 per year.

**Extended Description:**

Senior GIS Application Developer



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_2 Vendor Questions and Responses	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-03-31	2026-04-14 13:30	CRFQ 0803 DOT2600000079	3

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

VENDOR	
<b>Vendor Customer Code:</b> 000000181823	
<b>Vendor Name :</b>	Acro Service Corp
<b>Address :</b>	39209 , Suite 160
<b>Street :</b>	Six Mile Road
<b>City :</b>	Livonia
<b>State :</b>	Michigan
<b>Country :</b>	USA
<b>Zip :</b>	48152
<b>Principal Contact :</b> Hushedar Mehta	
<b>Vendor Contact Phone:</b> 734.591.1100	<b>Extension:</b>

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

		
<b>Vendor Signature X</b>	<b>FEIN#</b> 38 - 2413629	<b>DATE</b> 04/14/2026

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_2

Addendum No\_2 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	1	EA	62.68	62.68

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	1	EA	58.13	58.13

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	1		71.06	71.06

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	59.68	59.68

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	67.23	67.23

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	53.57	53.57

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	US	CHARLESTON	WV	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	PC Programmer Analyst	1	EA	56.19	56.19

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	US	CHARLESTON	WV	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior PC Programmer Analyst	1	EA	59.86	59.86

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	56.61	56.61

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	71.06	71.06

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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 US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	GIS Database Administrator	1	EA	49.02	49.02

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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 US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior GIS Database Administrator	1	EA	65.72	65.72

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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 US	WV	CHARLESTON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	GIS Architect	1	EA	65.72	65.72

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**  
GIS Architect

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
14	GIS Application Developer	1	EA	53.57	53.57

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**  
GIS Application Developer

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	1	EA	79.79	79.79

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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: 2

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:

- 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
- Other

### Additional Documentation:

Attach Vendor Questions and Responses

### 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.

## **WVDOT CRFQ DOT26\*79 WVDOT IT Temporary Staffing Services**

***Question 1: Who are previous incumbents on this project?***

Answer 1:

The IT Staffing contract is a multi-award contract awarded to the lowest five qualified bidders meeting mandatory requirements for each category. Awards were ranked from lowest to highest. An award matrix document, which lists the awards per category, is also attached.

Vendor bid submissions can be found on the Purchasing Division webpage. CRFQ DOT22\*122 was opened on 3/3/22 and the bids are located at the following URL:

<https://www.state.wv.us/admin/purchase/Bids/FY2022/BO20220303.html>

The contracts awarded are listed below. The original award dates are 7/15/2022 to 7/14/2023. Each awarded contract was for one year, with three one-year renewal options. The most recent renewal is from 7/15/2025 to 7/14/2026. Contracts listed with an asterisk indicate that they were renewed and are due to expire this July. Several vendors did not renew after the original contract period.

DOT81220053A SQL Data Solutions\*  
DOT81220053B Smart Shared Services\*  
DOT81220053C BuzzClan  
DOT81220053D Infojini\*  
DOT81220053E Quantam Solutions  
DOT81220053F Sonus Software Solutions  
DOT81220053G Lancesoft\*  
DOT81220053H Diskriter  
DOT81220053I Enterprise Solutions\*  
DOT81220053J Devcare Solutions  
DOT81220053K US Tech Solutions  
DOT81220053L Cynet Systems\*

Award documents and renewal awards are listed on the Purchasing Division website at the following URL: <https://www.state.wv.us/admin/purchase/Awards/awarded.html>

***Question 2: What was the annual spend for the previous year on this Project?***

Answer 2:

This information can be requested via FOIA. Please review the response to Question number 1, this provides documentation concerning the number of contracts that were maintained after the initial award and renewed for the three optional renewals.

***Question 3: If this is a new contract, what is the anticipated budget for this contract?***

Answer 3:

This is a new open-end contract; however, the state is not required to provide information concerning a maximum annual budget. Please note that the information listed in the pricing pages provides an estimated number of hours used for evaluation purposes only.

***Question 4: Is this RFP intended for a single-vendor award or multiple-vendor awards?***

Answer 4:

Refer to the information provided in section 1 of the specifications. The intent is to award a multi-vendor contract.

***Question 5: Can you please confirm on what basis the priority list/priority contract will be created for task order sharing, as mentioned in Section 4.2.66?***

Answer 5:

The priority list for task order sharing will be established based on the order of award for each classification, as outlined in Section 4.2.6. Vendors will be contacted sequentially in accordance with this priority ranking as needs arise.

***Question 6: What are the positions that are most commonly requested under this contract?***

Answer 6:

The positions most commonly requested will vary based on project-specific requirements and level of expertise needed. We expect the most requested positions to include roles such as Database Administrator and Program Analysts.

***Question 7: What challenges or pain points is the agency aiming to address through this contract?***

Answer 7:

This contract seeks to address limitations in hiring full-time personnel and the need for flexible, project-specific staffing. It also helps address budgetary and time constraints by enabling the Agency to efficiently obtain qualified resources as needed.

***Question 8: How many vendors do you intend to award under this solicitation?***

Answer 8:

The intent is to award a multi-vendor contract, with an estimated maximum of up to eight (8) vendors.

***Question 9: I am seeking information regarding the details of the contract and whether there are plans for renewal or an extension to the current contract will be executed.***

Answer 9:

The current contract does not have any renewals available. A new solicitation was created to obtain bids to create a new multi-award contract.

***Question 10: The solicitation number is “CRFQ-0803-DOT2200000122 IT Temporary Staffing Services” which was issued back on 02/24/2022. I would like to know how many renewal options does this contract have? And if there are any plans to issue a new solicitation once it expires?***

Answer 10:

The current contract was awarded in 2022 and allowed for three (3) one (1) year optional renewals. Refer to the response to Question 1 for additional details.

***Question 11: We noticed that this solicitation has already been released, but I wanted to follow up to ask how many vendors were awarded previously. Based on the RFP details, it appears that five vendors were selected. Could you please confirm the list of awarded vendors and let us know if a Bid Tabulation is available?***

*Answer 11:*

Refer to the response for Question 1.

***Question 12: Is there a specific proposal format or template that vendors must follow (e.g., required sections such as Technical Proposal, Cost Proposal, Company Qualifications, etc.)?***

Answer 12:

This is an RFQ request for quotation. Vendors are required to meet or exceed the mandatory requirements outlined in the specifications. Awards will be made to the lowest bids that comply with all the mandatory requirements. The vendor is required to comply with section 4.2 when submitting bid responses.

***Question 13: Should the Cost Proposal be submitted separately from the Technical Proposal, or be included within the same document?***

Answer 13:

This is a request for quotation; all documentation and costs should be submitted with the bid response.

***Question 14: Do vendors need to submit details or resumes of identified resources as part of the proposal?***

Answer 14:

The vendor should review section 4.2 for information regarding documentation that should be submitted with the proposal.

***Question 15: What is the average term of staffing placement for each position/title under this contract?***

Answer 15:

Vendors should review section 4.3.1 for information regarding ordering procedures.

***Question 16: What is the tentative start date for each position?***

Answer 16:

Please refer to the response to Question 15.

***Question 17: Is this a new RFP or is there an existing incumbent vendor currently providing these services?***

Answer 17:

This is a new solicitation. For information regarding the previous solicitation and contracts refer to Question 1.

***Question 18: Are there any major upcoming projects or initiatives in the coming years that vendors should be aware of in relation to this contract?***

Answer 18:

The solicitation is intended to establish a flexible open end contract with the most commonly needed information technology work classifications utilized by the WVDOT. This contract is not being established for a specific project or initiative.

***Question 19: Could you please provide additional details regarding the proposal content expected in the submission?***

Answer 19:

Refer to the response to Question 14.

***Question 20: Kindly confirm whether the pricing should be submitted through the portal or the Excel sheet should be submitted separately or included as part of our proposal.***

Answer 20:

Refer to section 6 in the Instructions to Vendors document.

***Question 21: Could you please share the estimated budget or anticipated contract value for this solicitation?***

Answer 21:

Please refer to the response to Question 2.

***Question 22: Please confirm whether this is a new solicitation or a rebid. If it is a rebid, we would appreciate it if you could provide details regarding the incumbent vendor(s).***

Answer 22:

Please refer to the response to Question 1.

***Question 23: Could you also please provide details regarding the evaluation criteria and scoring methodology that will be used to assess the proposals?***

Answer 23:

The solicitation will be awarded based on the lowest cost per category for the vendor meeting all the mandatory requirements.

***Question 24: What is the overall budget?***

Answer 24:

Please refer to the response to Question 3.

***Question 25: How many vendors will be awarded?***

Answer 25:

Please refer to the response to Question 8.

***Question 26: Who are the current providers? If you can please share incumbents' response documents that they have submitted previously?***

Answer 26:

Please refer to the response to Question 1.

***Question 27: Do we need to provide actual resumes of job roles mentioned in excel sheet?***

Answer 27:

Please refer to the response to Question 14.

***Question 28: Can we submit our response via email?***

Answer 28:

Refer to section 6 in the Instructions to Vendors document.

*Question 29: there is no specific format given for response creation. Please help do we need to follow our own standard format as below?*

- Cover Letter** .....
- General Company Overview** .....
- Qualifications .....
- Experience in Similar Services .....
- Our Team .....
- Project Approach and Methodology .....
- Staffing Plan.....
- References**.....

Answer 29:

Please refer to the response to Question 12.

*Question 30: What is the intended number of awards (approximate number)?*

Answer 30:

Please refer to the response to Question 8.

*Question 31: What are the estimated funds allocated for this contract?*

Answer 31:

Please refer to the response to Question 2.

*Question 32: What is the tentative start date for this engagement?*

Answer 32:

Please refer to the response to Question 16.

***Question 33: What is the work location of the proposed candidates?***

Answer 33:

Vendors should review section 1 for information regarding scope of contract.

***Question 34: Please provide the evaluation criteria.***

Answer 34:

Please refer to the response to Question 23.

***Question 35: Is this a new contract, or are there any incumbents? If there is an incumbent, please provide the incumbent's name and pricing and confirm whether the incumbent is eligible to resubmit the proposal.***

Answer 35:

Please refer to the response to Question 1.

***Question 36: Are there any pain points or issues with the current vendor(s)?***

Answer 36:

Please refer to the response to Question 7.

***Question 37: Could you please share the previous spending on this contract, if any? Is there any mandatory subcontracting requirement for this contract? If yes, is there a specific goal for the subcontracting?***

Answer 37:

Please refer to the response to Question 2.

***Question 38: Can we submit good faith efforts if we are unable to find a subcontractor?***

Answer 38:

The vendor should review the requirements outlined in section 4.2 of the specifications.

***Question 39: How many positions were used in the previous contract (approximate)?***

Answer 39:

Please refer to the response to Question 1.

***Question 40: How many positions will be required per year or throughout the contract term?***

Answer 40:

Please refer to the response to Question 15.

***Question 41: If the resources we provide at the time of proposal submission are unavailable at the time of a potential contract award, could vendors replace them with equally qualified resources?***

Answer 41:

The vendor should review the requirements outlined in section 4.2 of the specifications. This section outlines the selection process and the vendor's responsibilities.

***Question 42: Can we provide hourly rate ranges in the price proposal?***

Answer 42:

Vendors should review section 5.2 for information regarding the pricing page.

***Question 43: Will the County allow mid-contract price adjustments (e.g., for agency fees or wage rates), and if so, under what conditions?***

Answer 43:

The vendor should review Item 13 in the Terms and Conditions document. The hourly rates established in the contract award are effective for one year upon award. These rates cannot be adjusted during the contract period. Renewals must be mutually agreed upon by both the vendor and WVDOT. The pricing page allows the vendor to provide alternative pricing for years two through three to allow for price escalation in the future optional renewal years.

***Question 44: If adjustments are permitted, is there a specified mechanism (e.g., annual review, CPI-based increase, or mutual negotiation) that governs such changes?***

Answer 44:

See response to Question 43.

***Question 45: Should the initial proposal reflect fixed pricing for the entire term, or can adjustments be proposed in advance as part of the contract?***

Answer 45:

See response to Question 43.

***Question 46: What are the invoice/payment terms (NET 30, NET 45, etc.) and required invoice fields?***

Answer 46:

Vendors should review Items 14, 15 and 17 in the Terms and Conditions document. The vendor should reference the delivery order number on the invoices and all invoices descriptions must match the pricing and descriptions listed on the awarded contract pricing page.

***Question 47: What are the reporting requirements?***

Answer 47:

An updated version of the Terms and Conditions document was issued as part of addendum #1. Item 39 outlines reporting requirements. This item reads as follows:

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

***Question 48: Is the work entirely onsite, or is there a possibility for remote operations and performance?***

Answer 48:

Please refer to the response to Question 33.

***Question 49: Are resumes required at the time of proposal submission? If yes, do we need to submit the actual resumes for proposed candidates, or can we submit the sample resumes?***

Answer 49:

Please refer to the response to Question 14.

***Question 50: Could you please provide the list of holidays? Are there any mandated Paid Time Off, Vacation, etc.?***

Answer 50:

The holiday schedule provided by the Treasurer's Office is updated annually.

Holidays for the 2026 year can be located at the following URL:

<https://wvtreasury.gov/Portals/wvtreasury/content/About/Contact/Treasurer%20Calendar%202026%20wvOASIS%20Portrait.pdf>

***Question 51: Line Item 4.1.10 is currently labeled as "Senior Application Oracle Database Administrator", which appears to duplicate Line Item 4.1.3. Based on the sequence of roles, should Line Item 4.1.10 instead be "Senior Application SQL Server Database Administrator"?***

Answer 51:

These are two separate classifications.

***Question 52: The "Grand Total" formula in the pricing sheet appears to reference only a limited number of cells rather than summing all extended cost line items. Could you please confirm the correct calculation method for the Grand Total?***

Answer 52:

Grand total is the sum of all costs in rows 4.1.1 - 4.1.15.

***Question 53: Are resumes required as part of the proposal submission? If so, should they be actual candidate resumes or sample profiles?***

Answer 53:

Please refer to the response to Question 14.

***Question 54: Do you accept proposals submitted through the wvOASIS portal?***

Answer 54:

All solicitation responses must be submitted through the wvOASIS portal to be considered. Refer to section 6 in the Instructions to Vendors document for more information.

***Question 55: In the RFP Specifications document (Section 3: Qualifications), could you please clarify the required supporting documentation for the following criteria:***

***Demonstrating a minimum of 5 years of experience in providing similar IT staffing services.***

***Evidence of having placed at least six resources in similar roles within the last five years.***

***Could you please specify what type of documentation or proof is expected for each of the above requirements?***

Answer 55:

Vendors should review section 4.2 for details outlining documentation requirements.

***Question 56: In the RFP Instructions document, you mentioned a Pre-Proposal Meeting. Could you please confirm when it will be conducted and whether it will be held virtually or in person? If it is virtual, kindly share the meeting details with us.***

Answer 56:

The vendor should review the document labeled instructions to vendors, item number 3. This section indicates that a pre-bid is not required.

***Question 57: Could you please clarify the submission requirements outlined in the RFP document?***

Answer 57:

Please refer to the response to Question 14.

***Question 58: Can the State clarify if the submission is to be made on portal/ Hardcopy (paper), or both?***

Answer 58:

Please refer to the response to Question 54.

***Question 59: Can State disclose the total budget allocated for the project?***

Answer 59:

Please refer to the response to Question 3.

***Question 60: Is there any incumbent on the project? If yes, can State provide their name, budget and spending?***

Answer 60:

Please refer to the response to Questions 1 and 2.

***Question 61: Are the positions mentioned on-site, remote, or hybrid?***

Answer 61:

Please refer to the response to Question 33.

***Question 62: Are the resumes to be provided with the response, if yes, are they supposed to be sample or live? (identify the section)***

Answer 62:

Please refer to the response to Question 14.

***Question 63: How many FTE does the State currently have under this contract***

Answer 63:

Please refer to the response to Question 1.

***Question 64: 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.***

Answer 64:

Vendor is required to provide the Agency with an employee that complies with all federal and state employment requirements as outlined in Section 4.2.5 of the Specifications. No work shall be performed or completed outside of the United States.

***Question 65: Please confirm if we need to provide only quotations and no technical response for this RFP?***

Answer 65:

Please refer to the response to Question 14.

***Question 66: Is there any evaluation criteria? If yes, kindly provide a scoring matrix/ weightage.***

Answer 66:

Please refer to the response to Question 23.

***Question 67: Please confirm the format of the technical proposal if required under this RFP.***

Answer 67:

Please refer to the response to Question 14.

***Question 68: Please confirm whether resumes are required as part of the initial bid submission, or whether resumes and qualification documentation will only be required after award when candidates are requested for a specific labor category.***

Answer 68:

Please refer to the response to Question 14.

***Question 69: Please confirm what specific supporting documentation must be provided with candidate submissions after award. For example, should vendors provide only resumes, or also degree copies, certifications, references, and a qualification crosswalk demonstrating how each requirement is met?***

Answer 69:

Please refer to the response to Question 14.

***Question 70: The CRFQ form lists Line Item 9 as Application SQL Server Database Administrator and Line Item 10 as Senior Application Oracle Server Database Administrator. Please confirm whether Line Item 10 is correct as written, or whether the intended title is Senior Application SQL Server Database Administrator.***

Answer 70:

See response to Question 51.

***Question 71: Please confirm whether award will be made independently by each labor category, allowing a vendor to be awarded one or more selected categories even if the vendor does not bid all categories.***

Answer 71:

The intent is to award a multi-vendor contract.

***Question 72: Please confirm whether pricing should be submitted as a fully burdened hourly bill rate for each labor category, inclusive of all direct and indirect costs.***

Answer 72:

Please refer to the response to Question 42.

***Question 73: Please confirm whether the resources are expected to work onsite, remotely, or in a hybrid arrangement, and whether this may vary by labor category or assignment.***

Answer 73:

Please refer to the response for Question 61.

***Question 74: Please clarify whether the State can provide any estimated usage, anticipated number of placements, historical spend, or expected demand by labor category.***

Answer 74:

Please refer to the response to Questions 1, 2, and 3.

***Question 75: Please confirm whether insurance certificates must be included with the bid response, or whether they are only required from the apparent successful vendor(s) prior to award.***

Answer 75:

Certificate of Insurance is required upon award.

***Question 76: Could you please confirm the Budget?***

Answer 76:

Please refer to the response to Question 3.

***Question 77: Please confirm the required bid submission method for this solicitation. Is submission through any one permitted method sufficient, or must the bid be submitted both electronically through wvOASIS and physically/by fax?***

Answer 77:

All solicitation responses should be submitted through the wvOASIS portal to be considered. Refer to section 6 in the Instructions to Vendors document for more information.

***Question 78: Beyond completing the pricing pages and required forms, is there a specific format or template expected for the technical response for submission?***

Answer 78:

The vendor should review section 4.2 for information regarding submission requirements.

***Question 79: Would the Agency consider extending the submission deadline to allow time to incorporate responses to vendor Questions?***

Answer 79:

All Questions are due by 10:00 am on 03/20/2026

***Question 80: Does the RFQ permit vendors to engage subcontractors to fulfill staffing requirements?***

Answer 80:

Please refer to Items 22 & 32 of the Terms and Conditions document. Vendors will be required to identify the use of subcontractors to include company name and contact information.

***Question 81: Is there a preference for local vendors?***

Answer 81:

Please refer to the response to Question 23.

***Question 82: Is there an incumbent? If so, could you please share the vendor list?***

Answer 82:

Please refer to the response to Question 1.

***Question 83: Are candidate resumes required at the time of bid submission, or only when candidates are proposed after contract award?***

Answer 83:

Please refer to the response to Question 14.

***Question 84: What is the estimated number of resources required annually for each labor classification?***

Answer 84:

This is unknown. Refer to response to Question 18.

***Question 85: Which roles or classifications are most frequently requested?***

Answer 85:

Please refer to the response to Question 6.

***Question 86: Are positions typically onsite, remote, or hybrid?***

Answer 86:

Please refer to the response for Question 33.

***Question 87: What is the typical turnaround time for candidate evaluation and selection after submission?***

Answer 87:

Please refer to the response to Question 15.

***Question 88: What is the average duration of assignments?***

Answer 88:

Please refer to the response to Question 15.

***Question 89: Is there a maximum bill rate, not-to-exceed rate, or budget range established for each labor category?***

Answer 89:

Please refer to the response to Question 3.

***Question 90: Will vendors be evaluated solely on price, or are there additional evaluation criteria?***

Answer 90:

Please refer to the response to Question 23.

***Question 91: Will there be a ranking or tiering of awarded vendors that affects order distribution?***

Answer 91:

Please refer to the response to Question 5.

***Question 92: What is the expected process for issuing work requests (e.g., first right of refusal, rotational assignment, competitive submissions)?***

Answer 92:

Please refer to the response to Question 15.

***Question 93: Are background checks, drug screenings, or specific security requirements required for candidates?***

Answer 93:

Please refer to Item 40 in the Terms and Conditions.

***Question 94: Will the State allow rate adjustments/escalations over the contract term?***

Answer 94:

Please refer to the response to Question 43.

***Question 95: Are there any restrictions on overtime billing or standard work hours?***

Answer 95:

Please refer to the pricing page where all rates are available.

***Question 96: What are the invoicing requirements and expected payment terms?***

Answer 96:

Please refer to Items 14 & 15 in the Terms and Conditions.

***Question 97: Will the State provide equipment for contractors, or are vendors expected to supply it?***

Answer 97:

Equipment will be supplied by the WVDOT. The vendor is responsible for careful care of the equipment and must return the equipment upon the completion of the work duties.

***Question 98: Is this a re-compete CRFQ? If yes,***

Answer 98:

Please refer to the response to Question 10.

***Question 99: Could you please the name of Current Suppliers (who are currently providing services to Agency)?***

Answer 99:

Please refer to the response to Question 1.

***Question 100: Could you please share current Suppliers pricing?***

Answer 100:

Please refer to the response to Question 2.

***Question 101: When the existing contract was started, and what is the annual monetary spent value of the current contract since inception?***

Answer 101:

Please refer to the response to Question 2.

***Question 102: How many resources are currently engaged in the current contract?***

Answer 102:

Please refer to the response to Question 1.

***Question 103: Can you please share the no. of positions served in previous years under this contract?***

Answer 103:

Please refer to the response to Question 1.

***Question 104: Can you please share the amount of business each vendor did under this contract in previous years?***

Answer 104:

Please refer to the response to Question 1.

***Question 105: What will be the estimated annual budget for this project?***

Answer 105:

Please refer to the response to Question 3.

***Question 106: How many positions we can expect under this contract on an annual basis?***

Answer 106:

Please refer to the response to Question 15.

***Question 107: What would be the shift timings for the given positions?***

Answer 107:

Please refer to the response to Question 15.

***Question 108: How will the requisitions be shared among the awarded vendors?***

Answer 108:

Please refer to the response to Question 4.

***Question 109: Is it mandatory to bid on all the positions?***

Answer 109:

Please refer to Section 4.2 in the Specifications.

***Question 110: Can we provide client name and contact details along with the placement details to suffice the given requirement “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:”?***

Answer 110:

Please refer to Item 4.2 of the Specifications

***Question 111: If reference details would not suffice the above-mentioned requirement, can you please confirm what all document would suffice the given requirement?***

Answer 111:

Please refer to the response to Question 14.

***Question 112: As per our understanding, resumes are not required along with the response, can you please confirm the same?***

Answer 112:

Please refer to the response to Question 14.

***Question 113: In reference to proposal submission requirements, do we just need to submit pricing form along with documentation sufficing qualifications given in section “3. Qualifications” of Specifications document?***

Answer 113:

Please refer to the response to Question 14.

***Question 114: Each position listed in the pricing sheet includes a corresponding senior-level role (example: 4.1.1 Senior Mainframe Application Analyst and 4.1.2 Mainframe Application Analyst). Can the requirements under Section 3.2 be satisfied by demonstrating a combined total of six (6) placements across both junior and senior versions of the role?***

Answer 114:

Upon request for qualified candidates, the vendor is limited to the roles and rates on the pricing page.

***Question 115: The role “Senior Application Oracle Database Administrator” appears twice in the pricing sheet under Sections 4.1.10 and 4.1.5. Could you please confirm whether a revised pricing sheet will be issued?***

Answer 115:

Please refer to the response to Question 70.

***Question 116: In the Specifications Document, Section 4 – Mandatory Requirements – the job descriptions are provided. Are we required to submit actual resumes or sample resumes, and what mandatory requirements need to be included with the response document?***

Answer 116:

Please refer to the response to Question 14.

***Question 117: Can the Agency confirm the anticipated initial term of the contract and whether there are any renewal or extension options associated with this Master Agreement?***

Answer 117:

Please refer to the response to Question 9.

***Question 118: Is there an estimated budget, not-to-exceed value, or historical annual spend associated with similar IT temporary staffing contracts?***

Answer 118:

Please refer to the response to Question 3.

***Question 119: Can the Agency provide estimated quantities (hours/FTEs) per classification to***

Answer 119:

Please refer to the response to Question 15.

***Question 120: Is there an incumbent vendor or multiple vendors currently providing these services? If so, can the Agency share incumbent vendor names and performance insights?***

Answer 120:

Please refer to the response for Question 1.

***Question 121: Can the Agency provide historical usage data by role (e.g., number of resources engaged per classification in the past 12–24 months)?***

Answer 121:

Please refer to the response for Questions 1 and 2.

***Question 122: Can the Agency confirm whether all roles are expected to be performed onsite, or if any roles may be eligible for hybrid or remote work arrangements?***

Answer 122:

Please refer to the response to Question 33.

***Question 123: Can the Agency clarify the expected work model for resources under this contract (e.g., onsite, hybrid, or remote)? Specifically, should vendors assume that personnel will be required to work primarily at WVDOT facilities in Charleston, WV or other state locations?***

Answer 123:

Please refer to the response for Question 61.

***Question 124: Can the Agency confirm the exact list of documents required for submission under this RFQ (e.g., pricing only, resumes, qualifications, technical response, forms)?***

Answer 124:

Please refer to the response to Question 14.

***Question 125: Based on our understanding, vendors are required to submit responses demonstrating compliance with mandatory requirements and pricing. Please confirm whether a detailed technical approach, staffing plan, or management methodology is required as part of this submission.***

Answer 125:

Please refer to the response for Question 14.

***Question 126: Are sample resumes required at the time of bid submission, or will resumes be requested only at the time of specific Delivery Orders?***

Answer 126:

Please refer to the response to Question 14.

***Question 127: Can the Agency provide details on the evaluation methodology and weighting (e.g., pricing vs. qualifications vs. experience)?***

Answer 127:

Please refer to the response to Question 23.

***Question 128: For Section 3 – Qualifications, can the Agency confirm whether providing client Point of Contact (POC) details (name, title, email, and phone) as part of reference information will be considered sufficient evidence of prior experience, or are additional supporting documents (e.g., contracts, performance letters, or work orders) required?***

Answer 128:

Please refer to the response to Question 110.

***Question 129: Can the Agency confirm the minimum number of client references required to demonstrate compliance with the Qualifications section?***

Answer 129:

Please refer to the response to Question 110.

***Question 130: For Section 4.1 – Mandatory Contract Services Requirements, can the Agency confirm whether submission of one representative resume per role/classification demonstrating compliance with the stated requirements will be sufficient to meet the mandatory criteria, or are vendors expected to provide multiple resumes or additional supporting documentation for each requirement?***

Answer 130:

Please refer to the response to Question 14.

***Question 131: The solicitation includes both an Excel pricing sheet (with multi-year pricing structure) and a portal-based pricing submission (with a single rate per line item). Can the Agency please confirm which format will be considered the official pricing submission for evaluation purposes?***

Answer 131:

Please refer to the response for Question 20.

***Question 132: In case of any discrepancy between the Excel pricing sheet and the portal submission, which version will take precedence?***

Answer 132:

Please refer to the response for Question 20.

***Question 133: Please confirm if we are MWBE Certified from NMSDC. Can we attach our certificates in order to get the preference?***

Answer 133:

The vendor is responsible for determining SWAM certification. Please also refer to Item 15 in the Terms and Conditions.

***Question 134: Our renewal for MWBE with the State of WV is under review, as our current certification has expired please confirm if we can attach the proof of application in order to be considered for the preference and can get the certificate at the time of award.***

Answer 134:

Please refer to the response for Question 133.

***Question 135: Is it permissible for a vendor to complete business registration after contract award, or is full registration required at the time of proposal submission?***

Answer 135:

Please refer to the response for Question 13.

***Question 136: Are there any specific guidelines, templates, or formatting requirements that vendors must follow when preparing the proposal response?***

Answer 136:

Please refer to the response for Question 12.

***Question 137: Could you please share the estimated budget for this RFP?***

Answer 137:

Please refer to the response for Question 3.

***Question 138: Could you please share the incumbent vendor's name, their previous response, and the associated pricing for a similar contract?***

Answer 138:

Please refer to the response for Question 1.

***Question 139: Could you please provide the annual spending details for similar contracts from the past three years?***

Answer 139:

Please refer to the response for Question 2.

***Question 140: In Section 3.2- Qualification of the Specifications document, the Agency states that vendors shall be able to demonstrate their capacity to provide the requested services by furnishing documentation evidencing the staffing of at least six individuals within the listed classifications over the past five years.***

Answer 140:

Please refer to the response for Question 110.

***Question 141: Would the Agency please confirm whether this documentation must be submitted as part of the Proponent's RFQ response, or whether it will only be required upon subsequent request by the Agency? If submission is required at the time of proposal, would the Agency please specify the forms of documentation it will accept to satisfy this requirement and ensure the Proponent's response is deemed responsive?***

Answer 141:

Please refer to the response for Question 13.

***Question 142: Would the Agency please clarify its expectations regarding the “Add Attachments” tab within the WVOASIS portal? In particular, please confirm what supporting documents, if any, must be uploaded in that section as part of the RFQ response.***

Answer 142:

Please refer to the response for Question 14.

***Question 143: Could the Agency please clarify the Proponent’s obligation, if any, with respect to Document Attachment Four, “State of West Virginia Centralized Request for Quote Service - Prof”? Specifically, is this attachment provided solely for reference purposes, or is the Proponent expected to complete, acknowledge, or submit this form as part of its RFQ response in order to be considered responsive?***

Answer 143:

Please refer to the response for Questions 13 and 14.

***Question 144: What is the anticipated annual budget for these IT temporary staffing services?***

Answer 144:

Please refer to the response for Question 3.

***Question 145: Could the State identify the current incumbent contractor(s) for these services and provide the total annual spend for each incumbent over the past three fiscal years?***

Answer 145:

Please refer to the response for Questions 1 and 2.

***Question 146: The RFQ indicates an intent to establish “multiple open-ended contracts.” Does the State have an estimated number of awards it anticipates making?***

Answer 146:

Please refer to the response for Question 8.

***Question 147: Section 4.1.1. (Senior Mainframe Application Analyst) requires a Bachelor's degree or five (5) years of equivalent experience, while Section 4.1.2 (Mainframe Application Analyst) does not specify an educational requirement. Could the State clarify whether any minimum education or equivalent experience is required for the Mainframe Application Analyst role?***

Answer 147:

Mainframe Application Analyst requires 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.

***Question 148: In addition to the Pricing Page (Exhibit A), Sections 3.1 and 3.2 require documentation of vendor experience and staffing capabilities. Could the State clarify whether this should be submitted as a formal technical proposal? If so, are there any formatting requirements or page limitations?***

Answer 148:

Please refer to the response for Question 14.

***Question 149: Please refer to Section 3.2, Qualifications - The RFQ states that vendors must provide documentation indicating they have "provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years". Could the Agency please clarify if it is acceptable for all six submitted individuals to fall under a single classification (for example, providing documentation for six Database Administrators)? Or must the vendor demonstrate staffing experience across multiple different classifications from the list in Section 1?***

Answer 149:

Please refer to the response for Question 110.

***Question 150: Please refer to Section 3.2 which requires documentation indicating the vendor provided an employee "meeting the requirements of a specifically named classification from Section 1". Could the Agency please clarify if the past employee's actual job title must be an exact, verbatim match to the classification titles listed in Section 1 (e.g., "Application Oracle Database Administrator")? Or is it acceptable to submit documentation for past employees who held different official job titles, provided their duties, skills, and experience directly match the mandatory requirements for that specific classification?***

Answer 150:

Please refer to the response for Question 110.

***Question 151: Section 4.2.3 requires all travel expenses to be included in the vendor's hourly rate , while Section 1 notes that assignments could be located anywhere within the entire State of West Virginia. Because travel costs vary drastically depending on the specific location within the state, how should vendors account for this in a single fixed hourly rate? Will the Agency allow for separate travel expense reimbursements (at standard State rates) for assignments located significantly outside the metro-Charleston area, or must the single hourly rate absorb all statewide travel risks?***

Answer 151:

Vendors should review section 8 for information regarding travel.

***Question 152: Could the Agency please confirm the length of the initial contract term and the exact number of optional renewal years that vendors should prepare pricing for on the Pricing Page?***

Answer 152:

Please refer to the response for Question 16.

***Question 153: Are there any incumbents for this position?***

Answer 153:

Please refer to the response for Question 1.

***Question 154: If incumbents are present, could you please provide their names?***

Answer 154:

Please refer to the response for Question 1.

***Question 155: Could you please confirm the evaluation criteria and how the proposal will be scored?***

Answer 155:

Please refer to the response to Question 23.

***Question 156: We are a non-resident bidder; however, we are a Small Minority-Owned Business. Could you please confirm whether we are eligible to obtain a reciprocal certificate?***

Answer 156:

Please refer to Item 15 of the Terms and Conditions.

***Question 157: Is any local preference given?***

Answer 157:

Please refer to Item 15 of the updated Terms and Conditions.

***Question 158: Can out-of-state vendors participate?***

Answer 158:

Yes.

***Question 159: Section 4.2.4 indicates that resumes are required with the vendor's response. Could the State please clarify if resumes are required as part of the initial bid submission, or only during the delivery order phase when staffing requests are issued?***

Answer 159:

Please refer to the response to Question 14.

***Question 160: Are there any rate caps, budget thresholds, or not-to-exceed rates for any labor categories?***

Answer 160:

Please refer to the response for Question 3.

***Question 161: Should pricing assume standard 40-hour workweeks only, or should vendors include provisions for overtime/on-call work?***

Answer 161:

Please refer to the response for Question 42.

***Question 162: Could you please clarify whether pricing should be submitted as an attachment, or if it must also be entered directly in the “Respond to Lines” section within the portal?***

Answer 162:

Please refer to the response for Question 20.

***Question 163: Are travel, lodging, or per diem costs expected to be included in the hourly rates, or reimbursed separately?***

Answer 163:

Please refer to the response for Question 151.

***Question 164: Are vendors allowed to propose rate escalations (e.g., annual increases) over the contract term?***

Answer 164:

Please refer to the response for Question 43.

***Question 165: Will vendors be ranked strictly based on lowest price per labor category, or are there any additional evaluation factors?***

Answer 165:

Please refer to the response for Question 23.

***Question 166: Will vendor ranking remain fixed for the duration of the contract, or may it be adjusted based on performance?***

Answer 166:

Please refer to the response to Question 23.

***Question 167: Approximately how many vendors does the State anticipate awarding under this contract?***

Answer 167:

Please refer to the response to Question 8.

***Question 168: What is the estimated annual spend for IT temporary staffing under this contract?***

Answer 168:

Please refer to the response for Questions 2 and 3.

***Question 169: Approximately how many positions are expected annually per labor category?***

Answer 169:

Please refer to the response for Question 18.

***Question 170: Which roles are expected to be most frequently utilized?***

Answer 170:

Please refer to the response for Question 6.

***Question 171: What is the typical duration of assignments, and are extensions common?***

Answer 171:

Please refer to the response for Question 16.

***Question 172: Are resources required to be fully onsite in Charleston, WV, or will hybrid/remote work be permitted for certain roles?***

Answer 172:

Please refer to the response for Question 61.

***Question 173: For each staffing request, how many candidates should be submitted (e.g., one vs multiple)?***

Answer 173:

Please refer to the response for Question 16.

***Question 174: What is the typical interview and selection process (number of rounds, timeline)?***

Answer 174:

Please refer to Section 4.3 of the Specifications.

***Question 175: Are there defined KPIs or SLAs related to: Candidate submission timelines, Fill rates, Candidate retention***

Answer 175:

Please refer to the response for Question 18.

***Question 176: Is there a maximum number of vendors that will be awarded per classification?***

Answer 176:

Please refer to the response for Question 8.

***Question 177: Will vendors be evaluated and awarded on a per-classification basis, or will evaluation consider the vendor's overall response across all classifications?***

Answer 177:

Please refer to the response for Questions 5 and 23.

***Question 178: Can the State provide estimated annual usage, anticipated volume, or historical spend by classification?***

Answer 178:

Please refer to the response for Question 3.

***Question 179: Is award determination based solely on the lowest hourly rate per classification, or are there additional evaluation criteria?***

Answer 179:

Please refer to the response for Question 23.

***Question 180: Are vendors permitted to propose different rates by contract year or escalation over time?***

Answer 180:

Please refer to the response for Question 23.

***Question 181: Can vendors choose to bid on only selected classifications, or are they expected to support all listed roles?***

Answer 181:

Please refer to the response for Question 109.

***Question 182: Will the State consider remote candidates for any classifications?***

Answer 182:

Please refer to the response for Question 61.

***Question 183: Will the State provide equipment (e.g., laptops, software licenses), or is the vendor expected to supply these?***

Answer 183:

Please refer to the response for Question 97.

***Question 184: In Qualification section, 3.2, can we include commercial entities for demonstrating the services?***

Answer 184:

Please refer to Section 3 of the Specifications.

***Question 185: Please confirm the maximum number of awards.***

Answer 185:

Please refer to the response to Question 8.

***Question 186: What is the estimated budget?***

Answer 186:

Please refer to the response for Question 3.

***Question 187: Is this a new contract or are there any incumbents?***

Answer 187:

Please refer to the response for Question 1.

***Question 188: What was the previous spent?***

Answer 188:

Please refer to the response for Question 2.

***Question 189: What is the duration of the assignments?***

Answer 189:

Please refer to the response to Question 16.

***Question 190: Are there any pain points with Incumbents?***

Answer 190:

Please refer to the response to Question 7.

***Question 191: How many FTEs will be required for this contract?***

Answer 191:

Please refer to the response to Question 8.

***Question 192: Will there be any award preference for local vendors?***

Answer 192:

Please refer to the response to Question 23.

***Question 193: Will the award be limited to vendors offering the lowest bid only?***

Answer 193:

Please refer to the response to Question 23.

***Question 194: How many FTEs are you anticipating for each position?***

Answer 194:

Please refer to the response to Question 8.

***Question 195: How many FTEs have been previously working on this contract?***

Answer 195:

Please refer to the response to Question 1.

***Question 196: Are resumes of Positions required with response? If required, should they be sample resumes or actual candidate resumes?***

Answer 196:

Please refer to the response to Question 14.

***Question 197: Is it mandatory to bid on all requirements?***

Answer 197:

Please refer to the response for Question 109.

***Question 198: What is the mode of proposal submission, can we submit only electronically?***

Answer 198:

Please refer to the response to Question 20.

***Question 199: With respect to position 4.1.10 Senior Application SQL Server Database Administrator, there is different position mentioned in Pricing ( in 4.1.10 Senior Application Oracle Database Administrator) which one should be considered?***

Answer 199:

Please refer to the response for Question 51.

***Question 200: What is the Format of submission, which sections should we address in our response?***

Answer 200:

Please refer to the response to Question 14.

***Question 201: Will services be required onsite, hybrid or remote?***

Answer 201:

Please refer to the response for Question 33.

***Question 202: Are Reciprocal Preference, Small, Women-Owned, Or Minority-owned Business preference applicable for this Request for Quotation, if we don't qualify for any preference can we perform subcontracting with Small, WO, MO businesses?***

Answer 202:

Please refer to the response for Question 156.

***Question 203: Is local office required for this contract?***

Answer 203:

Vendors should review section 1 for information regarding scope of contract.

***Question 204: Could you please clarify the response format of the CRFQ?***

Answer 204:

Please refer to the response to Question 12.

***Question 205: There are no specific instruction provided for " Technical Proposal", could you please specify?***

Answer 205:

Please refer to the response to Question 14.

***Question 206: Do we need to provide pricing in the excel provided as well?***

Answer 206:

Please refer to the response to Question 20.

***Question 207: Or should the pricing be submitted on the portal only?***

Answer 207:

Please refer to the response to Question 20.

***Question 208: Is it a re-bid or a new contract?***

Answer 208:

Please refer to the response for Question 1.

***Question 209: If, re-bid please could you share the historical spend?***

Answer 209:

Please refer to the response for Question 2.

***Question 210: Could you please share the incumbent names?***

Answer 210:

Please refer to the response for Question 1.

***Question 211: Are there any pain points in the current contract?***

Answer 211:

Please refer to the response for Question 7.

***Question 212: Is sub-contracting allowed under this contract?***

Answer 212:

Please refer to the response for Question 80.

***Question 213: Is there any VISA restriction for the contract?***

Answer 213:

Vendors should review section 4.2.5 regarding citizenship and working eligibility.

***Question 214: Could you please specify the reference requirements?***

Answer 214:

Please refer to the response for Question 14.

***Question 215: For section 3.2, "Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this***

***documentation with their bid." Could you please clarify what documentation will suffice this requirement? Do we need to submit invoices?***

Answer 215:

Please refer to Section 3.2 of the Specifications.

***Question 216: Is there a preference for any work authorization for this contract?***

Answer 216:

Unclear the question; Please refer to Item 15 in the Terms and Conditions.

***Question 217: Could you please provide a clarity for the work model – is it going to be all on site requirements?***

Answer 217:

Please refer to the response for Question 1.

***Question 218: Or are the requirements can possibly be hybrid or remote as well?***

Answer 218:

Please refer to the response for Question 61.

***Question 219: Do we need to submit candidate resumes for the positions with our response?***

Answer 219:

Please refer to the response to Question 14.

***Question 220: If yes, should we submit sample resumes, or live candidate resumes?***

Answer 220:

Please refer to the response to Question 14.

***Question 221: Will these candidates be expected to join the agency upon award?***

Answer 221:

***Question 222: If yes, could you please provide the estimated joining date and mode of interviews?***

Answer 222:

Please refer to the response for Question 16.

***Question 223: Are they expected to work onsite, hybrid or remote?***

Answer 223:

Please refer to the response for Question 61.

***Question 224: Are digital signatures acceptable ?***

Answer 224:

Yes.

***Question 225: Is there an estimated budget for the contract?***

Answer 225:

Please refer to the response for Question 3.

***Question 226: Is there a preference for the Hourly rates?***

Answer 226:

Please refer to the response for Question 42.

***Question 227: Is there a local preference for the vendors?***

Answer 227:

Please refer to the response for Question 157.

***Question 228: Please clarify whether the positions under this contract will be fulltime, parttime, or variable based on project needs?***

Answer 228:

Please refer to Section 4.3.4 of the Specifications.

***Question 229: Will WVDOT issue Delivery Orders for each individual resource, or can multiple resources be requested under a single order?***

Answer 229:

Please refer to the response for Question 15.

***Question 230: Are the resources expected to work onsite, hybrid, or fully remote?***

Answer 230:

Please refer to the response for Question 61.

***Question 231: If onsite work is required, please confirm the primary work location(s) and whether travel across the state is expected?***

Answer 231:

Please refer to the response for Question 16.

***Question 232: Will WVDOT provide equipment for remote workers, or must vendors supply equipment?***

Answer 232:

Please refer to the response for Question 97.

***Question 233: Are overtime hours permitted, and if so, how should they be billed?***

Answer 233:

Please refer to the response for Question 95.

***Question 234: Are background checks required for all resources? If yes, what level (state, federal, fingerprinting)?***

Answer 234:

Please refer to the response for Question 93.

***Question 235: Will WVDOT require drug screening or additional security clearances?***

Answer 235:

Please refer to Section 4.3.3 and Section 4.2.9 of the Specifications.

***Question 236: What is the expected turnaround time for providing candidates after receiving a Delivery Order?***

Answer 236:

Please refer to the response for Question 15.

***Question 237: Will interviews be conducted by WVDOT? If so, what is the interview format (virtual, panel, technical test)?***

Answer 237:

Interviews will be virtual or in person when possible. It is up to the agency requester as to the format of the interviews.

***Question 238: What is the required work mode for this engagement—remote, hybrid, or fully onsite?***

Answer 238:

Please refer to the response for Question 61.

***Question 239: Is it mandatory to submit actual or sample resumes for each classifications?***

Answer 239:

Please refer to the response to Question 14.

***Question 240: What is the expected start date for the first set of resources?***

Answer 240:

Please refer to the response for Question 15.

***Question 241: What is the expected duration of each assignment (e.g., 6 months, 12 months, multiyear)?***

Answer 241:

Please refer to the response for Question 15.

***Question 242: Will WVDOT allow resource replacements without penalty if a candidate resigns or is not a fit?***

Answer 242:

Vendors should review section 4.2 regarding vendor responsibilities.

***Question 243: What is the required notice period for replacing a resource?***

Answer 243:

Please refer to the response for Question 242.

***Question 244: What is the anticipated contract start date and contract term?***

Answer 244:

Please refer to the response for Question 16.

***Question 245: Will multiple vendors be awarded under this solicitation?***

Answer 245:

Please refer to the response for Question 1.

***Question 246: How will Delivery Orders be distributed among awarded vendors (rotation, best fit, competitive minibid)?***

Answer 246:

Please refer to the response for Question 16.

***Question 247: Will WVDOT provide historical usage data for similar staffing contracts?***

Answer 247:

Please refer to the response for Question 2 & 3.

***Question 248: Is there a maximum number of resources WVDOT anticipates needing per classification?***

Answer 248:

Please refer to the response for Question 8.

***Question 249: Will WVDOT allow rate adjustments during the contract term?***

Answer 249:

Please refer to the response for Question 42.

***Question 250: Are there any penalties for early termination of a resource by the vendor?***

Answer 250:

Please refer to the response for Question 242.

***Question 251: Should vendors include all costs (travel, equipment, overhead) in the hourly rate?***

Answer 251:

Please refer to the response for Question 151.

***Question 252: Will WVDOT reimburse travel expenses if onsite work is required outside Charleston?***

Answer 252:

Please refer to the response for Question 151.

***Question 253: What is the invoicing frequency (monthly, biweekly)?***

Answer 253:

Invoices will be billed monthly.

***Question 254: Are timesheets required, and if so, what format should be used?***

Answer 254:

Please refer to the response for Question 242.

***Question 255: Will WVDOT use wvOASIS for timesheet approval and invoicing?***

Answer 255:

Please refer to the response for Question 242.

***Question 256: For Section 3.2 (staffing of six individuals), will WVDOT accept private sector references, or must they be government clients?***

Answer 256:

Please refer to Section 3 of the Specifications.

***Question 257: Will WVDOT accept resumes at the time of Delivery Order instead of at bid submission?***

Answer 257:

Please refer to the response to Question 14.

***Question 258: Are vendors required to include the qualifications outlined in Section 3 as part of the response submission?***

Answer 258:

Please refer to the response for Question 13.

***Question 259: Will WVDOT require vendors to acknowledge all addenda in the technical proposal or only in the bid submission?***

Answer 259:

Please refer to the response for Questions 12 and 13.

***Question 260: Are vendors required to include the Vendor Responsibilities outlined in Section 4.2 as part of the response submission?***

Answer 260:

Please refer to the response for Questions 12 and 13.

***Question 261: Is there a page limit or formatting requirement for the technical proposal?***

Answer 261:

This is a request for quote and not a request for proposal.

***Question 262: Should vendors submit one combined proposal for all classifications or separate proposals per classification?***

Answer 262:

Please refer to the response for Questions 12 and 13.

***Question 263: Are vendors required to submit a redacted version for public release?***

Answer 263:

Please refer to Item 31 of the Terms and Conditions.

***Question 264: Can WVDOT confirm the complete list of mandatory submission requirements (e.g., technical proposal components, staffing documentation, compliance forms, addendum acknowledgments, and any required certifications) that must be included in the vendor's response?***

Answer 264:

Please refer to the response for Question 14.

***Question 265: Can WVDOT confirm the mandatory information to be provided in the Response document?***

Answer 265:

Please refer to the response for Question 14.

***Question 266: Can WVDOT provide the required format or structure for the information that must be included in the response submission?***

Answer 266:

Please refer to the response for Question 14.

***Question 267: Will WVDOT provide training or orientation for new resources?***

Answer 267:

Organizational knowledge will be shared, however incoming employees will be expected to have the technical knowledge to perform their duties.

***Question 268: Are there any mandatory state holidays or shutdown periods vendors should be aware of?***

Answer 268:

Please refer to the response for Question 50.

***Question 269: Will WVDOT provide access to internal systems for remote workers?***

Answer 269:

All work will be performed on-site.

***Question 270: Are there any anticipated changes to the technical environment during the contract term?***

Answer 270:

Yes, due to the nature of the industry.

***Question 271: Will WVDOT provide performance feedback for each resource?***

Answer 271:

Performance feedback may be offered upon request.

***Question 272: Is there a maximum number of vendors WVDOT intends to award?***

Answer 272:

Please refer to the response for Question 8.

***Question 273: Will WVDOT require vendors to participate in quarterly or annual performance reviews?***

Answer 273:

Please refer to the response for Question 271.

***Question 274: Does WVDOT anticipate transitioning any of these roles into longterm fulltime positions?***

Answer 274:

Please refer to the response for Question 228.

***Question 275: Could WVDOT share the evaluation criteria or scoring breakdown that will be used to assess vendor responses?***

Answer 275:

Please refer to the response for Question 23.

***Question 276: Are vendors required to complete the Final CRFQ Form and submit it along with their proposal?***

Answer 276:

Please refer to the response for Questions 12 and 13.

***Question 277: Is the submission of past client references mandatory for this solicitation?***

Answer 277:

Please refer to the response for Questions 12 and 13.

***Question 278: Are vendors required to submit separate technical and cost documents, or should all materials be combined into a single file?***

Answer 278:

Please refer to the response for Questions 12 and 13.

***Question 279: Can WVDOT confirm all mandatory forms and attachments that must be included for the proposal to be considered responsive?***

Answer 279:

Please refer to the response for Questions 12 and 13.

***Question 280: Can WVDOT confirm whether an extension to the due date will be issued for this solicitation?***

Answer 280:

Please refer to the response for Question 79.

***Question 281: Should the proposal be separated into Technical and Price volumes?***

Answer 281:

Please refer to the response for Questions 12 and 13.

***Question 282: Is there a page limit for the Technical Proposal?***

Answer 282:

Please refer to the response for Question 261.

***Question 283: What file format should the proposal be submitted in (PDF or Word)?***

Answer 283:

Please refer to the response for Question 261.

***Question 284: Are there any specific formatting requirements (font, margins, spacing)?***

Answer 284:

Please refer to the response for Question 261.

***Question 285: Should technical specifications or datasheets be included in the proposal submission?***

Answer 285:

Please refer to the response for Questions 12 and 13.

***Question 286: Should addendum acknowledgement forms be submitted as part of the proposal package or separately?***

Answer 286:

Please refer to the response for Questions 12 and 13.

***Question 287: Can vendors submit multiple files in the portal, or must the proposal be uploaded as one consolidated document?***

Answer 287:

Please refer to the response for Questions 12 and 13.

***Question 288: Could you please clarify the evaluation criteria or scoring methodology for this solicitation?***

Answer 288:

Please refer to the response for Question 23.

***Question 289: Could the State please confirm if vendors should submit Exhibit A in excel or can vendors provide it in PDF?***

Answer 289:

Please refer to the response for Questions 12 and 13.

***Question 290: Could the State please confirm whether vendors may provide the Contract Manager information within the proposal/documentation, or if vendors are required to attach and complete page 22 of CRFQ DOT2600000079 Specifications as a separate form?***

Answer 290:

Please refer to the response for Questions 12 and 13.

***Question 291: Are electronic signatures allowed?***

Answer 291:

Please refer to the response for Question 224.

***Question 292: Could the State please grant an extension on the due date?***

Answer 292:

Please refer to the response for Question 79.

***Question 293: Could the State please confirm if it's mandatory for vendors to have a vendor customer code?***

Answer 293:

The successful vendor must be registered with the State of WV upon award.

***Question 294: If the vendor customer code and registration with the West Virginia Purchasing Division registration is mandatory, could the State please confirm if vendors can include proof that we are currently in the process of obtaining it?***

Answer 294:

Please refer to the response for Question 293.

***Question 295: In section 15A. RECIPROCAL PREFERENCE, the link provided is not working, could the State please provide the correct link or the PDF?***

Answer 295:

Please try the link again.

***Question 296: Could the State please confirm whether vendors are required to complete the Terms and Conditions form or if it should be submitted blank as part of the proposal? If vendors are expected to complete it, could the State please clarify the correct way to fill it out as some blank spaces appear to be post award?***

Answer 296:

Yes, it is required upon award.

***Question 297: Could the State please confirm whether any licenses, certifications, or permits are required under the LICENSE(S) / CERTIFICATIONS / PERMITS section of the Terms and Conditions? The section indicates that vendors must provide the listed items; however, the space below the paragraph appears to be blank. Please confirm if any specific requirements apply.***

Answer 297:

No.

***Question 298: Is the certificate of Insurance required with the response?***

Answer 298:

Please refer to the response for Question 75.

***Question 299: Are there any sales reporting requirements we should be aware of? If so, what is the expected submission frequency, and are zero sales reports required***

Answer 299:

Please refer to the response for Question 47.

***Question 300: Could the State please confirm whether the Interested Party Supplemental Disclosure form referenced in Section 43 – Interested Party Supplemental Disclosure of the Terms and Conditions is required for submission? The section indicates that the form is included in the solicitation; however, it does not appear among the provided documents. Could the State please provide the form or advise where it can be located?***

Answer 300:

The form can be obtained from the WV Ethics Commission.

***Question 301: Is it required to provide the Good Standing Certificate alongside the proposal response?***

Answer 301:

Please refer to Item 32 in the Terms and Conditions.

***Question 302: We are a California MBE firm certified by NMSDC. Do we qualify to meet the MBE preference? If yes, could the State please let us know what is the required documentation in order to obtain this preference?***

Answer 302:

Please refer to Item 15 in the Terms and Conditions.

***Question 303: We are a California firm, could the State please confirm if we qualify to meet the reciprocal preference?***

Answer 303:

Please refer to Item 15 in the Terms and Conditions.

***Question 304: Can the State confirm whether vendors are required to submit any written/technical response, or only pricing?***

Answer 304:

Please refer to the response for Questions 12 and 13.

***Question 305: If yes, is there any defined structure, format, or set of Questions that vendors are required to follow for the written response?***

Answer 305:

Please refer to the response for Questions 12, 13, and 14.

***Question 306: Could the State please confirm what specific documentation is required under Section 3.1 to demonstrate the minimum five (5) years in business?***

Answer 306:

Please refer to the response for Question 55.

***Question 307: As per Section 3.2, could the State confirm whether vendors may provide information on individuals provided to commercial clients, or if only government/public sector experience will be considered?***

Answer 307:

Please refer to the response for Question 14.

***Question 308: As per Section 3.2, could the State provide more details on the type of documentation required to demonstrate that individuals were provided for the specified classifications?***

Answer 308:

Please refer to the response for Question 14.

***Question 309: As per Section 4.2.3, which mentions inclusive costs, could the State confirm whether vendors are allowed to bill for public holidays, sick leave, or paid time off?***

Answer 309:

Please refer to the response for Question 50.

***Question 310: Are vendors expected to include references in the written response? If yes, must these be government references, or will commercial references also be accepted?***

Answer 310:

Please refer to the response for Question 14.

***Question 311: Could the WVDOT please clarify the correct way to enter pricing on the portal?***

Answer 311:

Please refer to the response for Question 20.

***Question 312: Please clarify what is meant by 'Unit Issue' and 'Qty' on the portal within the pricing slot.***

Answer 312:

'Est. Qty.' is an estimated number of positions /roles given for the pricing page. 'Unit of Measure' represents one position/role. 'Unit cost' is the hourly rate for year 1, 2, 3, and 4. Refer to 5.2 regarding more information on the pricing page.

***Question 313: Are there any caps/limits on annual rate escalation for years 2-4?***

Answer 313:

Please refer to the response for Question 42.

***Question 314: Are there any overtime or holiday rate considerations to be included?***

Answer 314:

Please refer to the response for Question 50.

***Question 315: Can the State confirm that 'EA' in the pricing sheet represents one hour of service per resource, given the estimated quantity of 2080?***

Answer 315:

Please refer to the response for Question 312.

***Question 316: What is the estimated number of resources required per role annually?***

Answer 316:

Please refer to the response for Question 16.

***Question 317: How many vendors do you expect to award for this project?***

Answer 317:

Please refer to the response for Question 8.

***Question 318: Apart from Charleston, are there other work locations across WV?***

Answer 318:

Please refer to the response for Question 1.

***Question 319: Is subcontracting allowed under this contract?***

Answer 319:

Please refer to the response for Question 80.

***Question 320: Is there an existing vendor or incumbent currently providing these services?***

Answer 320:

Please refer to the response for Question 1.

***Question 321: Please provide details of the current incumbent vendor(s), including the scope of services performed and the duration of the existing contract.***

Answer 321:

Please refer to the response for Question 1.

***Question 322: Could you please confirm whether vendors are required to submit a detailed technical proposal as part of this CRFQ response, or if the evaluation will be based solely on the submitted pricing and required forms?***

Answer 322:

Please refer to the response for Questions 12 and 13.

***Question 323: Is the current agency providing services under this contract eligible to participate and submit a bid for this RFP?***

Answer 323:

Please refer to the response for Question 1.

***Question 324: Is there a defined "not-to-exceed" budget for this RFP? If so, please provide details.***

Answer 324:

Please refer to the response for Question 3.

***Question 325: Please provide a list of the most frequently requested job classifications or positions under this contract.***

Answer 325:

Please refer to the response for Question 6.

***Question 326: Kindly provide the total annual expenditure for temporary staffing services for the most recent fiscal year.***

Answer 326:

Please refer to the response for Question 2.

***Question 327: Please clarify whether resumes are required as part of the proposal submission process. If applicable, kindly specify the positions and level of detail required.***

Answer 327:

Please refer to the response to Question 14.

***Question 328: Please provide information regarding the current pricing structure, including bill rates or markups, utilized under the existing contract.***

Answer 328:

Please refer to the response for Question 2.

***Question 329: Could you please clarify if vendors need to complete only Page 1 (Vendor Information) of the CRFQ form, or if the entire document must be completed and submitted as part of the response?***

Answer 329:

Please refer to the response for Questions 12 and 13.

***Question 330: Could you please confirm whether the submission requirements are limited to the CRFQ form and pricing sheet only, or if we may also include additional documents such as company information and qualifications?***

Answer 330:

Please refer to the response for Questions 12 and 13.

***Question 331: Could you please confirm whether the resources are required to be fully onsite in Charleston, WV, or if remote or hybrid work arrangements will be acceptable?***

Answer 331:

Please refer to the response for Question 61.

***Question 332: Please confirm whether the submitted hourly rates are expected to be fully inclusive of all costs, including travel, overhead, insurance, and benefits, with no additional reimbursements.***

Answer 332:

Please refer to the response for Question 42.

***Question 333: In the event that a resource needs to be replaced, could you please clarify whether vendors would be subject to any penalties beyond providing a qualified replacement, and whether a transition period would be permitted?***

Answer 333:

Please refer to the response for Question 242.

***Question 334: Do all positions require full-time on-site presence in Charleston, or are any roles eligible for remote or hybrid work?***

Answer 334:

Please refer to the response for Question 61.

***Question 335: Are any roles expected to provide after-hours, on-call, or weekend/holiday support as part of the standard hourly rate?***

Answer 335:

Please refer to the response for Question 50.

***Question 336: Which position classifications are most frequently requested?***

Answer 336:

Please refer to the response for Question 6.

***Question 337: What proportion of time is expected to be spent on mentoring/training versus production work?***

Answer 337:

Please refer to the response for Question 15.

***Question 338: Are there any required training deliverables or documentation for knowledge transfer?***

Answer 338:

Please refer to the response for Question 267.

***Question 339: If a candidate is replaced during an active delivery order, is the full interview and qualification process required again, or is there an expedited review process for replacement candidates?***

Answer 339:

Please refer to the response for Question 242.

***Question 340: Please confirm whether resumes are required as part of the initial bid submission, or whether resumes and qualification documentation will only be required after award when candidates are requested for a specific labor category.***

Answer 340:

Please refer to the response to Question 14.

***Question 341: Please confirm what specific supporting documentation must be provided with candidate submissions after award. For example, should vendors provide only resumes, or also degree copies, certifications, references, and a qualification crosswalk demonstrating how each requirement is met?***

Answer 341:

Please refer to the response to Question 14.

***Question 342: The CRFQ form lists Line Item 9 as Application SQL Server Database Administrator and Line Item 10 as Senior Application Oracle Server Database Administrator. Please confirm whether Line Item 10 is correct as written, or whether the intended title is Senior Application SQL Server Database Administrator.***

Answer 342:

Please refer to the response for Question 51.

***Question 343: Please confirm whether award will be made independently by each labor category, allowing a vendor to be awarded one or more selected categories even if the vendor does not bid all categories.***

Answer 343:

Please refer to the response for Question 1.

***Question 344: Please confirm whether pricing should be submitted as a fully burdened hourly bill rate for each labor category, inclusive of all direct and indirect costs.***

Answer 344:

Please refer to the response for Question 42.

***Question 345: Please confirm whether the resources are expected to work onsite, remotely, or in a hybrid arrangement, and whether this may vary by labor category or assignment.***

Answer 345:

Please refer to the response for Question 61.

***Question 346: Please clarify whether the State can provide any estimated usage, anticipated number of placements, historical spend, or expected demand by labor category.***

Answer 346:

Please refer to the response for Question 1, 2, and 3.

***Question 347: Please confirm whether insurance certificates must be included with the bid response, or whether they are only required from the apparent successful vendor(s) prior to award.***

Answer 347:

Please refer to the response for Question 75.

***Question 348: Could you please confirm the Budget?***

Answer 348:

Please refer to the response for Question 3.

***Question 349: Please confirm the required bid submission method for this solicitation. Is submission through any one permitted method sufficient, or must the bid be submitted both electronically through wvOASIS and physically/by fax?***

Answer 349:

Please refer to the response for Questions 12, 13, and 14.

***Question 350: Can you please clarify Section 3.2: does the five-year requirement apply to each proposed individual, or to the vendor's history of placing at least six qualified resources in the listed classifications within the past five years?***

Answer 350:

Please refer to the response for Question 55.

***Question 351: Are there any specific areas that we should address in the proposal documentation, or is there a template that we are required to follow?***

Answer 351:

Please refer to the response for Questions 13 and 14.

***Question 352: Does Cost Proposal need to be submitted separately, or it should include in the technical documentation?***

Answer 352:

Please refer to the response for Questions 12 and 13.

***Question 353: “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...”***

***Could you please confirm whether this requirement is satisfied by providing documentation for:***

***Six (6) individuals across one or more of the listed classifications, or***

***Six (6) individuals mapped across six (6) different classifications?***

Answer 353:

Please refer to the response for Question 110.

***Question 354: Section 3.2 of the Specifications states that vendors must “provide documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications,” and also requires that the vendor be in business for a minimum of five (5) years providing similar services. Could you please clarify what form of documentation is acceptable to demonstrate:***

***The staffing of six (6) individuals (e.g., resumes, client references, contract summaries,***

***etc.), and The minimum five (5) years of experience (e.g., company profile, past contracts,***

***references, etc.)? Additionally, should this documentation be submitted as part of the bid response, or will it be requested at a later stage (e.g., prior to award)?***

Answer 354:

Please refer to the response to Questions 14 and 110.

***Question 355: The solicitation outlines pricing and qualification requirements; however, it does not explicitly specify all documentation required at the time of bid submission.***

***Could you please confirm whether any documentation such as proof of experience staffing history, or supporting qualifications is required to be submitted with the bid, or if such documentation will be requested at a later stage (e.g., prior to award)?***

**Answer 355:**

Please refer to the response for Questions 12 and 14.

***Question 356: Could you please clarify whether the roles under this contract are expected to be performed onsite, remote, or in a hybrid model?***

**Answer 356:**

Please refer to the response for Question 61.

***Question 357: The solicitation indicates that multiple vendors may be awarded and ranked by pricing.***

***Could you please clarify how delivery orders will be distributed among awarded vendors (e.g., strictly by ranking, rotational basis, or based on agency discretion)?***

**Answer 357:**

Please refer to the response to Question 15.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 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 type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of 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.

Acro Service Corp

Company

*Hushedar Mehta*

Authorized Signature

04/14/2026

Date

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



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:** 000000181823  
**Vendor Name :** Acro Service Corp  
**Address :** 39209, Suite 160  
**Street :** Six Mile Road  
**City :** Livonia  
**State :** Michigan **Country :** USA **Zip :** 48152  
**Principal Contact :** Hushedar Mehta  
**Vendor Contact Phone:** 734.591.1100 **Extension:**

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

*Hushedar Mehta*  
**Vendor Signature X** **FEIN#** 38 - 2413629 **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	1	EA	62.68	62.68

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	58.13	58.13

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**

Mainframe Application Analyst

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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	1	EA	71.06	71.06

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

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

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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	1	EA	59.68	59.68

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**  
Application Oracle Database Administrator

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
5	Senior Application DB2 Database Administrator	1	EA	67.23	67.23

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

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

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
6	Application DB2 Database Administrator	1	EA	53.57	53.57

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	56.19	56.19

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	59.86	59.86

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	US	CHARLESTON	WV	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Application SQL Server Database Administrator	1	EA	56.61	56.61

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	US	CHARLESTON	WV	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application Oracle Server Database Administrator	1	EA	71.06	71.06

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

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

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
11	GIS Database Administrator	1	EA	49.02	49.02

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**  
GIS Database Administrator

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
12	Senior GIS Database Administrator	1	EA	65.72	65.72

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**  
Senior GIS Database Administrator

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
13	GIS Architect	1	EA	65.72	65.72

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**  
GIS Architect

<b>INVOICE TO</b>	<b>SHIP TO</b>
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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
14	GIS Application Developer	1	EA	53.57	53.57

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**  
GIS Application Developer

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	1	EA	79.79	79.79

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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:

- 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
- 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) Hushedar Mehta, Chief Operating Officer

(Address) 39209 Six Mile Road, Suite 160, Livonia, MI 48152-2681

(Phone Number) / (Fax Number) 734-237-3085

(email address) HMehta@acrocorp.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.*

Acro Service Corp

(Company) Hushedar Mehta

(Signature of Authorized Representative)  
Hushedar Mehta, Chief Operating Officer

(Printed Name and Title of Authorized Representative) (Date)  
734-237-3085

(Phone Number) (Fax Number)  
HMehta@acrocorp.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.

Acro Service Corp

Company

*Hushedar Mehta*

Authorized Signature

04/14/2026

Date

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



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_2 Vendor Questions and Responses	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2026-03-31	2026-04-14 13:30	CRFQ 0803 DOT2600000079	3

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000181823  
**Vendor Name :** Acro Service Corp  
**Address :** 39209, Suite 160  
**Street :** Six Mile Road  
**City :** Livonia  
**State :** Michigan **Country :** USA **Zip :** 48152  
**Principal Contact :** Hushedar Mehta  
**Vendor Contact Phone:** 800.844.2276 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

*Hushedar Mehta*

**Vendor  
 Signature X**

**FEIN#** 38 - 2413629

**DATE** 04/14/2026

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_2

Addendum No\_2 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	1	EA	62.68	62.68

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	58.13	58.13

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	71.06	71.06

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	59.68	59.68

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	67.23	67.23

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	53.57	53.57

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	56.19	56.19

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	59.86	59.86

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	56.61	56.61

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	71.06	71.06

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	49.02	49.02

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	65.72	65.72

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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
13	GIS Architect	1	EA	65.72	65.72

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**Extended Description:**

GIS Architect

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
14	GIS Application Developer	1	EA	53.57	53.57

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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	1	EA	79.79	79.79

Comm Code	Manufacturer	Specification	Model #
80111609	NA	NA	NA

**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

## Software as a Service Addendum

### 1. Definitions:

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

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

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

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

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

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

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

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

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

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

Restricted data means personal data and non-public data.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. Security:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREED:

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

Name of Vendor: Acro Service Corp

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

Signature: *Hushedar Mehta*

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

Title: Hushedar Mehta, Chief Operating Officer

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

Date: 04/14/2026

## Appendix A

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

Name of Service Provider/Vendor: Acro Service Corp

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

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

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

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

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:  
Name: Hushedar Mehta, Chief Operating Officer  
Email address: hmehta@acrocorp.com  
Phone Number: 734-237-3085

## Exhibit A - Pricing Page

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

CRQM DOT26\*44

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	\$62.68	\$62.50	\$62.32	\$62.15	\$519,277.56
4.1.2	Mainframe Application Analyst	2080	EA	\$58.13	\$57.96	\$57.80	\$57.63	\$481,555.27
4.1.3	Senior Application Oracle Database Administrator	2080	EA	\$71.06	\$70.86	\$70.65	\$70.45	\$588,686.57
4.1.4	Application Oracle Database Administrator	2080	EA	\$59.68	\$59.51	\$59.34	\$59.17	\$494,380.85
4.1.5	Senior Application DB2 Database Administrator	2080	EA	\$67.23	\$67.04	\$66.85	\$66.66	\$556,999.85
4.1.6	Application DB2 Database Administrator	2080	EA	\$53.57	\$53.42	\$53.27	\$53.12	\$443,832.98
4.1.7	PC Programmer Analyst	2080	EA	\$56.19	\$56.02	\$55.86	\$55.71	\$465,460.43
4.1.8	Senior PC Programmer Analyst	2080	EA	\$59.86	\$59.69	\$59.52	\$59.35	\$495,889.74
4.1.9	Application SQL Server Database Administrator	2080	EA	\$56.61	\$56.45	\$56.29	\$56.13	\$468,981.17
4.1.10	Senior Application Oracle Database Administrator	2080	EA	\$71.06	\$70.86	\$70.65	\$70.45	\$588,686.57
4.1.11	GIS Database Administrator	2080	EA	\$49.02	\$48.88	\$48.74	\$48.60	\$406,110.69
4.1.12	Senior GIS Database Administrator	2080	EA	\$65.72	\$65.53	\$65.34	\$65.16	\$544,425.75
4.1.13	GIS Architect	2080	EA	\$65.72	\$65.53	\$65.34	\$65.16	\$544,425.75
4.1.14	GIS Application Developer	2080	EA	\$53.57	\$53.42	\$53.27	\$53.12	\$443,832.98
4.1.15	Senior GIS Application Developer	2080	EA	\$79.79	\$79.56	\$79.33	\$79.11	\$660,987.63
<b>Grand Total</b>								<b>\$519,277.56</b>