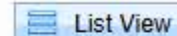




The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency 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 7

 List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 2020855

Procurement Type: Statewide MA (Open End)

Vendor ID: VS0000051689 

Legal Name: KOLLA SOFT INC

Alias/DBA:

Total Bid: \$2,489,760.00

Response Date: 09/23/2026 

Response Time: 3:31

Responded By User ID: kollasoftinc 

First Name: Sekhar

Last Name: Kolla

Email: skolla@kollasoft.com

Phone: 4802520210

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2700000006

Published Date: 9/16/26

Close Date: 9/23/26

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 2 -Temporary Technical Staffing Services

Total of Header Attachments: 7

Total of All Attachments: 7



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: 2020855
Solicitation Description: Addendum No 2 -Temporary Technical Staffing Services
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2026-09-23 13:30	SR 0231 ESR09222600000002943	1

VENDOR
VS0000051689
KOLLA SOFT INC

Solicitation Number: CRFQ 0231 OOT2700000006
Total Bid: 2489760
Response Date: 2026-09-23
Response Time: 03:31:25
Comments:

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@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 Web Application Analyst	2080.0000	HOUR	82.000000	170560.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	CRM Application Analyst	2080.0000	HOUR	85.000000	176800.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

CRM Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior SQL Server Database Administrator	2080.0000	HOUR	90.000000	187200.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Senior SQL Server Database Administrator

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Business Analyst	2080.0000	HOUR	72.000000	149760.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Business Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Learning Management System & eLearning Development Specialis	2080.0000	HOUR	78.000000	162240.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Learning Management System & eLearning Development Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Cloud Financial Operations Specialist	2080.0000	HOUR	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Cloud Financial Operations Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Cloud Architect	2080.0000	HOUR	110.000000	228800.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Cloud Architect

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Cloud Security Professional	2080.0000	HOUR	105.000000	218400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Cloud Security Professional

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Cloud Platform Engineer	2080.0000	HOUR	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Platform Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Cloud Network Engineer	2080.0000	HOUR	92.000000	191360.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Network Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Cloud Systems Management Engineer	2080.0000	HOUR	88.000000	183040.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Systems Management Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Cloud Center of Excellence (CCOE) Implementation Spec	2080.0000	HOUR	105.000000	218400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Center of Excellence (CCOE) Implementation Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Mainframe Systems Programmer	2080.0000	HOUR	100.000000	208000.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Mainframe Systems Programmer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 2020855

Doc Description: Addendum No 2 -Temporary Technical Staffing Services

Reason for Modification:

Addendum No 2 is issued to publish vendor questions with the agency's responses.

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-16	2026-09-23 13:30	CRFQ 0231 OOT2700000006	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000051689

Vendor Name : Kolla Soft Inc.

Address : 400 South Ave Suite #7 Middlesex New Jersey -08846

Street : 400 South Ave Suite #7

City : Middlesex

State : New Jersey

Country : U.S

Zip : 08846

Principal Contact : Sekhar Kolla

Vendor Contact Phone: 480-252-0210

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

**Vendor
Signature X**

FEIN# 20-8532918

DATE 09/23/2026

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



**Centralized Request for Quote
CRFQ 0231 OOT2700000006
Temporary Technical Staffing Services
for
West Virginia Division of Highways [WV]**

Submitted by: Kolla Soft Inc.
Address: 400 South Ave Suite #7 Middlesex
New Jersey -08846
Phone: 1-480-252-0210
Email: skolla@kollasoft.com
Website: www.kollasoft.com

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1 Signed CRFQ Form

Kolla Soft confirms that the CRFQ form has been completed and is attached to the bid submission as **WV_CRFQ_FORM**. The required hourly rates have also been provided in the form.

2 Past performance documentation - Evidence of 6+ Placements

Below is a representative list of key professionals Kollasoft has successfully staffed across various state and county agencies through our partner vendors. These placements demonstrate Kollasoft's capability to provide highly qualified technical resources for government clients across multiple domains, including database administration, application development, and systems analysis.

#	Assignment Role/Title	Corresponding Solicitation Classification	Entity Supplied To	Reference Contact
1	Senior Web Application Analyst	Senior Web Application Analyst	State of Oregon / Cays corp	Sandhya Rao srao@cayscorp.com 310-980-2129
2	CRM Application Analyst	CRM Application Analyst	State of Arizona / Knowledge Services	Elizabeth Barrett-Delaney 602-698-0943 elizabethb@knowledgeservices.com
3	Senior SQL Server Database Administrator	Senior SQL Server Database Administrator	State of Oregon / Global Touch Points	Seema Chanda 916-769-5283 seema.chanda@touchpointsinc.com
4	Business Analyst	Business Analyst	City of Phoenix / Knowledge Services	Elizabeth Barrett-Delaney 602-698-0943 elizabethb@knowledgeservices.com
5	Cloud Architect	Cloud Architect	State of Virginia / CAI	Patricia Bowler (804) 399-7507 patricia.bowler@cai.io

3 Completed Pricing Page (Exhibit A)

Kolla Soft has completed and attached **Exhibit A Pricing Page** in the Bid Submission.

4 Certification & Signature

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) Sekhar Kolla, President & CEO

(Address) 400 South Ave Suite #7 Middlesex New Jersey -08846

(Phone Number) / (Fax Number) 480-252-0210

(email address) skolla@kollasoft.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.

Kolla Soft Inc.

(Company)

K. Sekhar

(Signature of Authorized Representative)

Sekhar Kolla, President & CEO

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

480-252-0210

(Phone Number) (Fax Number)

skolla@kollasoft.com

(Email Address)

5 Terms and Condition

Kolla Soft acknowledges the Terms and Conditions outlined in the solicitation. The signed Terms and Conditions document has been completed and attached as **Terms & Conditions** as part of the bid submission

6 Addendum Acknowledgement Form

We acknowledge receipt of all addenda issued for this solicitation and confirm that the Addendum Acknowledgement Forms has been duly completed and submitted as part of our bid

7 Vendor Qualification

KollaSoft is a Minority Business Enterprise (MBE) certified staffing and technology services firm headquartered in Scottsdale, Arizona. KollaSoft has delivered professional staffing, application development, and managed IT services to public sector and commercial clients for nearly two decades, building a sustained record of performance across state and municipal government environments.

KollaSoft employs more than 400 professionals and maintains operations in both the United States and India, providing significant depth in candidate sourcing, placement management, and service delivery. The firm's United States operations are anchored by more than 45 professionals dedicated exclusively to resource and workforce management, supported by 120+ technical service staff and 50+ professionals providing continuous end-user support. This

internal capacity directly supports KollaSoft's ability to manage multiple concurrent staffing assignments across departments without disruption to service levels.

Our commitment to the agency is to provide the right talent, on time, every time backed by 18 years of Arizona government staffing experience, and a named, locally based account team fully empowered to serve the agency from day one.

KollaSoft's success is deliberately tied to our clients' operational success. That philosophy drives every decision we make from how we screen a candidate to how we structure our account team. Our 18-year government staffing track record, Arizona headquarters, MBE certification, and tiered management structure are operational realities that produce faster placements, lower compliance risk, and a staffing partner that treats department needs as its own.

Staffing Experience and Track Record

KollaSoft has been providing IT and professional staffing services to government clients since its inception in 2007 and currently holds active contracts across 13 or more state-level engagements, including the States of Arizona, Connecticut, Oregon, Georgia, Arkansas, Florida, Indiana, Iowa, Idaho, Mississippi, Minnesota, New Mexico, and Tennessee, among others. The firm has served the City of Phoenix continuously since 2014, over a decade of uninterrupted municipal staffing

KollaSoft Value Proposition

Our Vision – Best-in-Class IT and Staffing Solutions through Committed Professionals

Our Commitment – Right Talent, Right Time, Compliant Delivery

Strengths

- MBE Certified Staffing and Technology Firm
- Candidate Pool of 100,000+ Pre-Qualified Professionals
- 30 Full-Time Recruiters | 1,200 Recruitment Hours/Week
- 400+ Workforce | 45+ Dedicated US Resource Managers
- 4–5 Hour Average Candidate Profile Turnaround

Experience

- 18+ Years Delivering Government Staffing Solutions
- 13+ State-Level Staffing Contracts
- City of Phoenix Partner Since 2014
- 80%+ Candidate Retention Rate Over 4 Years
- 1,000+ Person-Years of Government Staffing Experience

performance and has placed professionals in roles spanning IT analysis and development, systems administration, database administration, business analysis, software quality assurance, project management, and network engineering.

KollaSoft's active candidate pool currently exceeds 100,000 pre-qualified professionals and is continuously expanded by its full-time recruitment team. Over the past four years, more than 80% of all candidates placed by KollaSoft have remained with the client organization at the time of placement, a retention metric that reflects the firm's emphasis on cultural fit, candidate quality, and long-term assignment success.

KollaSoft an established relationship with Deloitte, TekSystems, and GalaxE as prime vendors, and has accumulated over 1,000 person-years of proven staffing and delivery experience across 90+ assignments in complex, compliance-driven environments. KollaSoft's MBE certification, Arizona headquarters, and demonstrated public sector track record position the firm to deliver responsive, compliant, and high-quality temporary staffing services to the agency.

Our value proposition to the agency rests on these Key Result Areas (KRAs) and Key Performance Indicators (KPIs):

Key Result Area (KRA)	Key Performance Indicator — KollaSoft Commitment
Speed & Responsiveness	24-hour acknowledgment of every staffing request. Qualified candidate profiles delivered within 16 business hours for standard placements; 24–72 hours for specialized or niche roles.
Candidate Quality	Every candidate cleared through the KollaSoft PLACE Framework: Profile, Locate, Assess, Confirm, Execute. No candidate is presented without completing a position-specific technical assessment and functional qualification interview.
Workforce Retention	80%+ placement retention rate over four years. Competitive market-benchmarked compensation, structured Day 7 and Day 30 post-placement check-ins, and active assignment monitoring to maximize completion.
Cost Efficiency	Zero conversion fees. Competitive markup rates reflecting KollaSoft's Arizona-native cost structure and direct delivery model with no national franchise overhead.



Figure 1: Representative Clients Served

8 Business Registration Certification - Proof of 5+ Years in Business

We have attached the Business Registration Certification below to demonstrate compliance with the qualification requirements.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: KOLLA SOFT INC
Business Id: 0450431564
Certificate Number: 6000292954

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERTIFICATE ON October 29, 2019 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
February 02, 2026 A.D.



Aaron Binder

Aaron Binder
Acting State Treasurer

VERIFY THIS CERTIFICATE ONLINE AT

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

9 Vendor Registration with WV Purchasing Division

Kolla Soft has already completed the registration and paid the required **\$125 fee**.
Proof of registration and payment is attached.

WV Oasis

Transaction Number: 20260323135287

Status: CompletedOk

Amount: \$125.00

Company Name: kolla soft Inc

Name: Sekhar Kolla

Address: 9903 E Bell Rd Suite 130

Scottsdale AZ 85260

Phone: 4802520210

e-Mail: skolla@kollasoft.com

Card Holder: Sekhar Kolla

Card Type: American Express

Card: 37XXXXXXXXXX5008



ERIC L. HOUSEHOLDER
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SAMANTHA WILLIS
PURCHASING DIRECTOR

Kolla Soft Inc
400 SOUTH AVE STE #7
MIDDLESEX, NJ 08846

March 24, 2026

Sekhar Kolla:

This is to confirm receipt of your Disclosure of Information and vendor registration fee, completing your entity's registration process with the West Virginia Purchasing Division. Your completion of both requirements with the Vendor Registration program enables you to receive orders from State of West Virginia agencies. The registration with the Purchasing Division for Kolla Soft Inc, wvOASIS vendor # VS0000051689, is valid until 3/23/2027.

For a complete list of competitive bid opportunities currently published, please view the *West Virginia Purchasing Bulletin* within the Vendor Self-Service (VSS) portal at wvOASIS.gov. If you do not have a login ID for the Vendor Self-Service portal, you can view the *West Virginia Purchasing Bulletin* by clicking "View Published Solicitations."

More information for vendors regarding the registration process can be found at www.state.wv.us/admin/purchase/VendorReg.html. If you have additional questions, please do not hesitate to contact the Purchasing Division's Vendor Registration office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Totten".

Mark Totten
Technical Services Manager



ERIC L. HOUSEHOLDER
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SAMANTHA WILLIAMS
PURCHASING DIRECTOR

April 1, 2026

KOLLA SOFT INC
400 SOUTH AVE STE #7
MIDDLESEX, NJ 08846

Sekhar Kolla:

This is to notify you that your Small, Women-, and Minority-Owned Businesses (SWAM) Certification Application has been approved based on your representations that KOLLA SOFT INC, wvOASIS vendor # VS0000051689, meets the definition of a Small, Women-, and Minority-Owned Businesses as set forth in the **West Virginia Code of State Rules 148-22-1** et seq. This two-year certification period is now effective and will expire:

03/31/2028

This certification shall automatically expire without notice two years after the effective date unless revoked by the Purchasing Director or upon expiration pursuant to the **West Virginia Code of State Rules 148-22-8**. The type(s) of Small, Women-, and Minority-Owned Businesses (SWAM) Certification approved for your entity:

Minority-Owned Business

At the end of your two-year certification period, if you wish to reapply, please complete a WV-1A form or apply for re-certification through the Vendor Self-Service portal at wvOASIS.gov. Complete renewal instructions, application forms, and a list of West Virginia's Small, Women-, and Minority-Owned Businesses (SWAM) Certification entities are available online at www.state.wv.us/admin/purchase/VendorReg.html.

If you have questions, please contact the West Virginia Purchasing Division at 304-558-2311.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Totten".

Mark Totten
Technical Services Manager

10 Exceptions and Clarifications

Kolla Soft has reviewed the solicitation package in its entirety, including all specifications, terms and conditions, and instructions to vendors. We hereby confirm that we take no exceptions to any of the terms, conditions, specifications, or requirements contained in the solicitation and agree to comply fully with all provisions as stated

SOLICITATION NUMBER: CRFQ OOT2700000006

Addendum Number: 1

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

Applicable Addendum 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

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

1) To modify the bid opening date from 9/15/26 to 9/23/26.

--no other changes--

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

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ OOT27*006

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1	☐ Addendum No. 6
☒ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Kolla Soft Inc.

Company

K. Sekhon

Authorized Signature

09/23/2026

Date

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

Revised 6/8/2012



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 2020855

Doc Description: Addendum No 1 -Temporary Technical Staffing Services

Reason for Modification:

Addendum No 1 is issued to
modify the bid opening date

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-14	2026-09-23 13:30	CRFQ 0231 OOT2700000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000051689

Vendor Name : Kolla Soft Inc.

Address : 400 South Ave Suite #7 Middlesex New Jersey -08846

Street : 400 South Ave Suite #7

City : Middlesex

State : New Jersey

Country : U.S

Zip : 08846

Principal Contact : Sekhar Kolla

Vendor Contact Phone: 480-252-0210

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN# 20-8532918

DATE 09/23/2026

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



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 2020855			Reason for Modification: Addendum No 2 is issued to publish vendor questions with the agency's responses.
Doc Description: Addendum No 2 -Temporary Technical Staffing Services			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-16	2026-09-23 13:30	CRFQ 0231 OOT2700000006	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000051689
Vendor Name : Kolla Soft Inc.
Address : 400 South Ave Suite #7 Middlesex New Jersey -08846
Street : 400 South Ave Suite #7
City : Middlesex
State : New Jersey **Country :** U.S **Zip :** 08846
Principal Contact : Sekhar Kolla
Vendor Contact Phone: 480-252-0210 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN# 20-8532918

DATE 09/23/2026

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

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

1) To publish a copy of Vendor questions with the Agency's responses.

--no other changes--

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Web Application Analyst	2080.00000	HOURL	\$82.00	\$170,560.00

Comm Code**Manufacturer****Specification****Model #**

81110000

Extended Description:

Senior Web Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CRM Application Analyst	2080.00000	HOURL	\$85.00	\$176,800.00

Comm Code**Manufacturer****Specification****Model #**

81110000

Extended Description:

CRM Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior SQL Server Database Administrator	2080.00000	HOURL	\$90.00	\$187,200.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Senior SQL Server Database Administrator

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Business Analyst	2080.00000	HOURL	\$72.00	\$149,760.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Business Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Learning Management System & eLearning Development Specialis	2080.00000	HOURL	\$78.00	\$162,240.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Learning Management System & eLearning Development Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cloud Financial Operations Specialist	2080.00000	HOURL	\$95.00	\$197,600.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Financial Operations Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Cloud Architect	2080.00000	HOURL	\$110.00	\$228,800.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Architect

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Cloud Security Professional	2080.00000	HOURL	\$105.00	\$218,400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Security Professional

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Cloud Platform Engineer	2080.00000	HOURL	\$95.00	\$197,600.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Platform Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Cloud Network Engineer	2080.00000	HOURL	\$92.00	\$191,360.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Network Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Cloud Systems Management Engineer	2080.00000	HOURL	\$88.00	\$183,040.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Systems Management Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Cloud Center of Excellence (CCOE) Implementation Spec	2080.00000	HOURL	\$105.00	\$218,400.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Center of Excellence (CCOE) Implementation Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Mainframe Systems Programmer	2080.00000	HOURL	\$100.00	\$208,00.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:
Mainframe Systems Programmer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-09-04

	Document Phase	Document Description	Page 9
OOT2700000006	Final	Addendum No 2 -Temporary Technical Staffing Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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

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

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

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

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

☐ 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 a 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.

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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: _____ 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.

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☐

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.

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.

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 hearth, 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) Sekhar Kolla, President & CEO

(Address) 400 South Ave Suite #7 Middlesex New Jersey -08846

(Phone Number) / (Fax Number) 480-252-0210

(email address) skolla@kollasoft.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.

Kolla Soft Inc.

(Company)



(Signature of Authorized Representative)

Sekhar Kolla, President & CEO

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

480-252-0210

(Phone Number) (Fax Number)

skolla@kollasoft.com

(Email Address)