



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

**Solicitation**

NUMBER
HHR14042

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**EBRIDGE CONSULTING**  
**586 TALLWOOD RD**  
**HUNTINGTON WV**

SHIP TO  
 HEALTH AND HUMAN RESOURCES  
 MANAGEMENT INFORMATION SERVICE  
 321 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-9195

DATE PRINTED
07/01/2013

BID OPENING DATE: 07/31/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
07/31/13 10:38:45 AM West Virginia Purchasing Division THE STATE OF WEST VIRGINIA AND ITS AGENCY, THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), OFFICE OF MANAGEMENT INFORMATION SERVICES REQUEST A QUOTE TO PROVIDE A CONTRACT FOR THE SERVICES OF ONE (1) TECHNICAL PROJECT MANAGER/LEAD APPLICATION ANALYST FOR THE FAMILIES AND CHILDREN TRACKING SYSTEM (FACTS) APPLICATION DEVELOPMENT AND SUPPORT (FADS) TEAM TO OVERSEE AND DEVELOP MODIFICATIONS TO THE IV-E FUNCTIONALITY IN THE FACTS APPLICATIONS FOR THE BUREAU OF CHILDREN AND FAMILIES PER THE SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND TERMS AND CONDITIONS ATTACHED. BID OPENING: JULY 31, 2013 AT 1:30 PM						
0001	2,288	HR	946-30	TECHNICAL PROJECT MANAGER/LEAD APPLICATION ANALYST	\$173,888 \$74/w	
CONTRACT COST FOR 1ST. YEAR PER AN HOURLY RATE.						
0002	2,288	HR	946-30	SECOND YEAR - TECHNICAL PROJECT MANAGER/LEAD APPLICATIONS ANALYST.	\$178,464 \$78/w	

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
<i>[Signature]</i>	Business Development	75-2879412	304-736-2800	7-31-13

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

**Solicitation**

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES  
 MANAGEMENT INFORMATION SERVICE  
 321 CAPITOL STREET, SUITE 200  
 CHARLESTON, WV  
 25301 304-558-9195

DATE PRINTED
07/01/2013

BID OPENING DATE: 07/31/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0003	2,288	HR		946-30	\$185,328 \$81/41	
				THIRD YEAR - TECHNICAL PROJECT MANAGER/LEAD		
				APPLICATIONS ANALYST.		
***** THIS IS THE END OF RFQ HHR14042 ***** TOTAL:						\$537,680

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

--

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

--

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline:

Submit Questions to:

Fax:

Email:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus [ ] convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: [ ] Technical  
                  [ ] Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

July 31, 2013 at 1:30 pm

Bid Opening Location:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

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

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" 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 successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on   
 Upon Award  
and extends for a period of  One (1)  year(s).

**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 must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to  Two (2)  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  days.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.



- ] **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ] **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ] **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ] **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ] **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

- ] **Commercial General Liability Insurance:**  
 or more.

- ] **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

<input type="checkbox"/> ]	
<input type="checkbox"/> ]	
<input type="checkbox"/> ]	
<input type="checkbox"/> ]	
<input type="checkbox"/> ]	

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	Project Management Professional (PMP) Certification
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

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

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

	for	

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.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. 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.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **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.
31. **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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **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.
33. **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.
34. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **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.
36. **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.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).
- 51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state



repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

**52. 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.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

**53. 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources Office of Management Information Services to establish a contract for the purchase of one (1) Technical Project Manager/Lead Application Analyst for the Families and Children Tracking System (FACTS) Applications Development and Support (FADS) team, to oversee and develop modifications to the IV-E functionality in the FACTS applications for the Bureau of Children and Families.

The start date will be established upon award extended for a 1 year period of time with the 2 one year renewals.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Services”** means the application analysis and development, development tracking and the project oversight, defining development processes and coding standards, technical tasks assignments, review code as part of a code review/quality assurance team, attending project meetings, reporting throughout the project lifecycle and assisting in the day-to-day operation of the FACTS system.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as HHR14042.

3. **QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

- 3.1 Mandatory contract requirements for the management services of one Technical Project Manager/Lead Application Analyst.

- 3.1.1 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have a “Project Management Professional” (PMP) Certification. A copy of this certification must be submitted showing that the certificate is still up to date.

3.1.2 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years experience as a lead application analyst in a senior analyst role or project management role.

3.1.3 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 7 years experience in Systems Development Life Cycle (SDLC), tracking, overseeing and reporting throughout the life cycle.

3.2 Mandatory contract requirements for the web development services of one Technical Project Manager/Lead Application Analyst.

3.2.1 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 8 years of Web development experience with dynamic database driven enterprise level web applications.

3.2.2 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years experience in web development using ASP, AJAX, Visual Studio (version 2010 or higher), .NET framework 2.0+, JavaScript and C#.

3.2.3 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years development experience with a complex, large-scale, N-Tier application.

3.2.4 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years of Telerik /Kendo control experience to develop ASP.Net applications.

3.2.5 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years experience using CSLA (Component based, Scalable, and Logical Architecture) Framework to build .net applications.

- 3.2.6 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 3 years experience using ASP.Net MVC, WCF and jQuery.

3.3 Mandatory contract requirements for the relational database services of one Technical Project Manager/Lead Application Analyst.

- 3.3.1 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 10 years of Relational Database experience.

- 3.3.2 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 10 years of experience using Oracle RDBMS (must include experience using version 11g or higher), SQL tuning, PL/SQL development skills, including the development of stored procedures.

- 3.3.3 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years Data Design/Data Modeling experience.

- 3.3.4 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 3 years experience with designing and developing applications using the Java platform and the Oracle SOA suite.

3.4 Mandatory contract requirements for the general services of one Technical Project Manager/Lead Application Analyst.

- 3.4.1 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years experience in application performance tuning and application security using DynaTrace.

- 3.4.2 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 10 years experience with an enterprise level Statewide Automated Child Welfare Information System (SACWIS).

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- 3.4.3 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 10 years experience developing client server applications using PowerBuilder.
- 3.4.4 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 8 years of Analysis and Design experience.
- 3.4.5 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have excellent communications skills to communicate with various stakeholders including, but not limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.
- 3.4.6 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years experience as a system administrator on Windows servers to include; managing server certificate, and installation and configuration of applications.
- 3.4.7 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years experience programming Title IV-E eligibility and determination functionality.
- 3.4.8 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 1 year experience designing and developing applications using Microsoft Bing Maps and Oracle Locator.
- 3.4.9 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 3 years experience development experience using QAS addressing verification tool.

- 3.4.10 Vendor must provide documentation to support this requirement that the Technical Project Manager/Lead Application Analyst must have 5 years experience with Microsoft SharePoint Services/Server for team collaboration.
- 3.4.11 The successful vendor must provide documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 3.4.12 The successful vendor must provide documentation to support a background criminal records check (CIB). This must be completed within 6 months of contract award.

#### 4. MANDATORY REQUIREMENTS:

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below. The projects for the contract services listed below must be completed within the term of this contract.

- 4.1.1 **Legal Guardianship Determination** - Through the federal guideline changes, the state will be allowed to claim federal funding for the care of clients placed in specific legal guardianship. This will be a new process and system functionality will need to be developed to allow federal claiming.
- 4.1.2 **Extended Ages for IV-E Eligibility** – Through federal legislation changes, federal funding can be claimed for clients beyond their 18<sup>th</sup> birthday. The system will have to be modified to allow the age bracketing in regard to the IV-E determination and also medical eligibility.
- 4.1.3 **Educational Stability for Fostering Connections** – Due to changes in federal legislation, assurances are to be made for children in foster care. Their current educational setting is taken into account in regard to their placement. Therefore, system functionality will be developed to assist the foster care workers in identifying placement and school proximity.
- 4.1.4 **Applicable Child for Adoption Functionality** – Due to changes in federal legislation, the eligibility requirements must be applied to any applicable child for whom an adoption assistance agreement is entered into. Therefore the systems functionality will require extensive changes to incorporate these new guidelines.

- 4.1.5 **Associated Reporting Changes** – for federal and management reports. Due to various changes to system functionality and other system changes; current reports will have to be modified. Additionally new reports will have to be created with the system to meet identified changes.
- 4.1.6 **Outlook Integration Services Requirements** - updating of the Outlook calendar with data from ticklers/events which are system generated or manually created for the workers. This will enable workers to be notified of upcoming/overdue events, via Outlook, without actually logging into the FACTS web-based application.
- 4.1.7 **Messaging Center Services Requirements** - a new worker messaging center will be created. This will be a central location, within the CC web-based application, where workers will receive all notifications.
- 4.1.8 **Dashboards Services Requirements** - Customization of supervisor and worker dashboards- a common place to present the statistical data of workers' and supervisors' workload(s) or any other important information about intakes, assessments and cases.
- 4.1.9 **Navigation Services Requirements** - a new way of navigating throughout the application will be developed. The traditional button navigation will be replaced by a more modern hub and spoke navigation. This navigation will enable the worker to focus on one section of the application at a time. It will also reduce the clutter currently presented on each page.
- 4.1.10 **Performance Services Requirements** - performance will continue to be monitored and improved based on need.
- 4.1.11 **Master Data Management Services Requirements** –FACTS Modernization, application integration with MDM and ESB.
- 4.1.12 **Maintenance and Enhancement Services Requirements** – Enhancements and maintenance must be made to the current FACTS application(s) as a result of the changes in the projects listed above. Other enhancements and maintenance changes must be made due to system and software upgrades and new requests.



**4.1.13 Project Status Deliverable:** must be presented on a weekly basis to identify new tasks, status of current tasks for all projects and any issues or delays with the progress of the any or all project(s) and the time devoted to each task.

**4.1.14 Project Plan Deliverable:** must be in the form of a Project Plan and a work break down structure. It must be developed at the initiation of a project and must be presented weekly with any modifications throughout the life of the project.

## 5. CONTRACT AWARD:

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing verification of their candidate's qualifications in regard to the requirements listed under Qualifications by indicating the years of experience for each requirement and including an hourly billable rate for the purposed candidate.

The agency will not allow any previous employee who was dismissed for disciplinary or performance reasons by any DHHR Facility or Office to return and work through the staffing vendor

The successful candidate will be required to present a timesheet for approval on a regular basis not less than a one week period and not more than monthly. This timesheet must reflect time in accordance with the weekly status deliverable.

If, during the term of the contract, the Technical Project Manager/Lead Application Analyst placed by the company leaves the company and/or has to be replaced, they must give prior notice and must replace them with an individual meeting the original requirements of the RFQ or better to maintain continuity of services. No interruption of service shall be allowed for more than a two week period. Any interruption of service greater than that will be grounds for cancellation of the contract

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
  
7. **PAYMENT:** Agency shall pay an hourly billable rate for the purposed candidate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
  
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
  
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
  - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

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

Contract Manager: Ryan Blake  
Telephone Number: 304-736-2800  
Fax Number: 304-736-2488  
Email Address: Ryan.Blake@Bridgett.com

**Exhibit A**

**Pricing Page**

QTY/ HRS	Description	Hourly Rate	Price per Year
2288 hours	Technical Project Manager/Lead Application Analyst Contract cost for 1 year based on hourly rate	\$ 76	\$ 173,888
2288 hours	Renewal for year 2	\$ 78	\$ 178,464
2288 hours	Renewal for year 3	\$ 81	\$ 185,328
TOTAL COST			\$ 537,680

Vendor Name: eBridge Consulting

Vendor Address: 586 Tallwood Rd.  
Hunt, WV 25705

Remit to Address: SAME

Phone #: 304-736-2800

Fax #: 304-736-2488

E-mail: ryan.blake@Bridgeit.com

Signature:  7-31-13  
Date

\*\*Award will be made to lowest bidder meeting all specifications.

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

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

## BHARATH KUNJAL

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### PROFESSIONAL SUMMARY:

- Over 10 years of experience on multitude of applications as a Lead Programmer Analyst, Senior Programmer and Software Engineer.
- Worked in business environments that include **healthcare retail, supply chain, finance applications, energy & utilities**.
- Exceptional record of delivering cost effective, high performance technology solutions to meet challenging business demands.
- Extensive qualifications in all facets of information systems methodology from conceptual design through documentation, implementation, user training, quality review, and enhancements.
- Successfully **co-coordinated with multiple teams** to ensure smooth flow of the design and development stages. Have experience to organize testing across various teams.
- **Strong inter-personnel, organizational, managerial and planning skills.**
- Exceptional analytical, presentation and problem solving skills. Good team player. Good Team lead.
- Trained new associates joining the Project on Application knowledge, technologies and project procedures.
- Strong programming experience in developing mainframe based applications using **COBOL, JCL, CICS, DB2, IDMS, MQ Series, REXX, VSAM, SQL, Stored procedures**.
- Extensively worked with tools like **FILE-AID, CHANGEMAN, ENDEVOR, XPEDITOR, DEBUG, Easytrieve, Control - M and Abend-Aid**.
- Well versed with Systems Development Life Cycle (SDLC) methodologies (Waterfall, Iterative, Use case, Agile/Scrum).
- Excellent skills in debugging / troubleshooting.
- Have worked on project proposals and have extensive knowledge on project estimates and timelines. Have worked closely with client engagement teams to ensure there are no gaps in the entire SDLC of the project.
- Took initiative and developed tools using **REXX (JRT – JCL Review Tool and IAT – Impact Analysis Tool)** to reduce man hours spent on review efforts and analysis efforts.
- Has experience working in 24/7 production support and handling priority 1 and 2 issues.

### EDUCATION:

- Bachelor of Engineering in Information Science and Technology, 2002

### TECHNICAL SKILLS & CERTIFICATIONS: SIX SIGMA GREEN BELT CERTIFIED

Technology	Tools
Databases	DB2, IDMS, IMS-DB/DC
Development/Productivity Tools	File-AID, MS Office, TSO/ISPF, QMF, SPUFI, MS Visio, Control-M scheduler, Cobol, JCL/Proc, CICS
E-Com Frameworks/Web Technologies	J2EE, JSP, Tomcat Web Server, EAI
Functional Area Expertise	Energy & Utilities, Healthcare retail, Customer Information system (CIS), Supply Chain

Programming Languages	Management
Software Engineering	Cobol, REXX, Java, XML
methodologies/Tools/Technologies	Changeman, Eclipse, Endeavor, Lean, SCLM, Six Sigma
Operating Systems	OS/390 Mainframe, MVS, Unix, Windows 2000 /XP /Vista/7

### **PROFESSIONAL EXPERIENCE:**

#### **Client: CVS Caremark, Buffalo Grove – Oct 2012 – Present Lead Programmer Analyst**

CVS Caremark is Pharmacy benefit management company which is a third party administrator of prescription drug programs.

**Project: Rebates Payments System:** The primary function is to administer the payment of drug discounts (manufacturer considerations, rebates) received from the drug manufacturers to clients in accordance with the terms of their contract. This includes the production of rebate reports and settlement with clients for rebate payments, research related to client rebate payments and other ad hoc analysis.

#### **Responsibilities:**

- Analyze Service requests by business and resolve them. It includes modifying job and executing, on request jobs, create report for metrics, to check if claims have been pulled.
- Responsible for 24 x 7 production support to support the application.
- Since the application is on both mainframes and Unix, working on both technologies.
- Prepared documents to have easy knowledge transition for new people joining the team.
- Participate in shakeout activities for Client Care access and Client Online Service.
- Working on basic Java and Informatica to support rebates application.

**Technologies: COBOL, JCL, DB2, CICS, SQL, File-Aid, Xpeditor, Changeman, SPUFI, Unix, Informatica**

#### **Client: ARIZONA PUBLIC SERVICE (APS), Phoenix AZ – Mar 2009 – Oct 2012 Lead Programmer Analyst**

APS (Arizona Public Services) is a subsidiary of Pinnacle West Capital Corporation and primarily generates, sells and delivers electricity and energy-related products and services to people and businesses throughout Arizona. APS serves more than a million customers in 11 of Arizona's 15 counties.

CIS is the core application used by APS to store, process and maintain information for all the customers.

**Project: Bill On Read Date (BORD):** BORD is a significant project for APS that will bill customer as soon as meter readings are obtained instead of waiting for all accounts to get reads. This initiative will allow to book the revenue early and also by reducing the number of cycles from 21 to 19, the financial reporting to be completed earlier each month. This project helps APS to generate faster revenues and a key contributor to the financial growth of the company.

**Responsibilities:**

- Analyzed customer requirements, designed the application after coordinating with business architect and SMEs so that they're in sync with business requirements.
- Prepared high level specification document with use case diagrams and concept architecture for client requirements. Also prepared Technical specification document.
- Prepared process flow diagrams for the existing and proposed processes.
- Formulated a breakdown of project work, enhancements and assigned tasks to peers.
- Communicate software application and technical development related issues to the necessary team members.
- Developed SQL queries to be used in application development. Also tuned existing queries for performance improvement.
- Involved in coding of programs and unit testing the same.
- Enhancements in batch to process data from different inputs.
- Coordinated with all cross functional applications (interface thru Web service and MQ Series) to provide business solution considering system limitations and operating time.
- Handled execution and managing the task for the project implementation as planned.
- Involved in all the steps of project lifecycle and provided technical guidance to successfully implement the solutions for identified issues. Managed design, development, debugging and testing during development.

**Technologies:** COBOL, JCL, DB2, SQL, Web Services, File-Aid, Xpeditor, Changeman, CIS application, CCE application, QMF, Control-M, EAI, Super-C

**Project: Pick A Due Date (PADD):** It is a customer convenient program that will allow customers with AMI meters to select the due date that they wish to pay their APS bill on instead of adhering to default due date assigned by system. With PADD, customer can choose the required due date that recur every month for their billing cycle. The change in the due date will be achieved by moving the customer to an appropriate read cycle that will align the due date of the customer closest to the customer chosen due date. This program will be a new option that will be provided through CIS, CCE, aps.com and IVR systems. According to the customer current read/bill schedule the customer due date will get effective from either the upcoming statement or the one after that

**Responsibilities:**

- Devised a process that can bill customers on a flexible billing schedule instead of a fixed system-defaulted billing schedule thus allowing customers to choose their bill due dates.



- Analysis of the requirement specifications provided by the clients and documenting the same in BSD (Business solution design). Prepared use case diagrams and collaboration diagrams for client requirements.
- Coordinated with cross functional applications (like CIS, CCE, web service, IVR, EAI) to provide business solutions for cost effectiveness and operational efficiency.
- Document interdependencies across the modules using HLD.
- Coding, Testing - unit testing & integration testing. Responsible for defect fixing and documenting root causes.
- Developed SQL queries to be used in application development in specified format, specific conditions.
- Worked closely with team for development of multiple web based Java applications for web services and interfaced with EAI to connect to backend mainframes.
- Streamlined the development process and provided technical guidance to the team during project development to meet the requirements.
- Involved in preparing training manuals for customer training.
- Provided and supported the implementation of business solutions after “go-live” of the project.
- Gather the metrics and share them with the clients.

**Technologies: COBOL, JCL, DB2, Web Services, File-Aid, Xpeditor, Changeman, CIS application, CCE application, Control-M, EAI, Super-C, IVR, Cognos report**

**Project: IT Billing Support project:** The project is to address various issues in billing module, order systems and financial modules. Due to defects in existing system, there was a delay in billing and order systems in a few scenarios. The project was aimed at resolving these issues by root cause analysis and/or data fixes depending on the priority of issue.

**Responsibilities:**

- Analyzed issues and provided recommendations for system improvements. Guided team to identify issues based on feedback from customers, billing services and testing team.
- Provided solutions (Queries based on understanding of system functionality) to find accounts, that are impacted, by separating them from normal accounts.
- Resolved critical production issues on billing, orders, exceptions & financial transactions without impacting the end customer.
- Formulated the requirements and worked with project team to create timelines for effort estimates.
- Involved in all the steps of project lifecycle and provided technical guidance to successfully implement the solutions for identified issues. Involved in design, development, debugging and testing during development.
- Identified the issues that were business critical and worked with support team to get necessary on-time access for the team to provide resolution.
- Developed fruitful relationships with internal customers (billing services), internal system support groups that helped to achieve project goals 5 weeks ahead of schedule.

**Technologies: CIS, CCE application, web service, COBOL, DB2, File-Aid, Xpeditor, Changeman, DSTRACE, Clear Quest**

**CHARLES SCHWAB, Bangalore, Phoenix & Colorado – Mar 2007 – Mar 2009**  
**Senior Programmer**  
**Project: SI tech, Alert system and DTCC**

**Responsibilities:**

- Created an “alert application” where alerts are sent to investment advisors for business critical reasons such as ‘Minor reaching age of majority’, ‘Required minimum distribution after retirement’, ‘New client being linked to an investment advisor’ and so on. Involved gathering required data, extraction from source, create XML files and send it to Unix for further processing. Created technical document on alerts that generated great client appreciation.
- Handled DTCC application to send affirmations, cancellation-on-confirmation files to depository trust and intimating the corporation for clearing. Was responsible for building the entire application to transfer the file to third party from mainframe and receive acknowledgement from them. NDM data from mainframe.
- Prepare and review the Technical Design Document (TDD) and the Technical Specifications for all the components.
- Coding of programs and unit test the same. Involved in integration testing
- Worked on the work requests that involve coding, testing and monitoring in production.
- Did production support (24X7) on SI tech mainframe systems and handled many critical production issues.
- Served as a member of training committee in-order to provide training and technical guidance for less experienced developers and new hires of the project.
- Part of the technical hiring committee to hire new software engineers in the project.

**Technologies: COBOL, DB2, JCL, SQL, SPUFI, Stored Procedures, Endeavor, CICS, File-aid**

**GE LIGHTING OSB, Bangalore – May 2005 – Mar 2007**  
**Senior Software Engineer**

General Electric Lighting is engaged in providing complete lighting solutions to customers like Wal-Mart, Sears, US Military etc. It is involved in Production, Sourcing and distribution of parts / components for its customers. Orders can be placed electronically through EDI or via Phone and Manual.

**Responsibilities:**

- Analysis of the functionals, preparing design documents, technical specifications.
- Development of applications and unit testing.
- Coordinated with the integration testing and system testing teams that included setup of JCL/PROCs etc for the development, acceptance and production environment.
- Proposed technical specification document format for the tasks assigned. This helped to have clear cut communication with onsite and offshore team.
- Took initiative to maintain a web based application utilizing Java, J2EE, JSP and XML tools.

**Technologies:** COBOL, DB2, JCL, CICS, IDMS, DEBUG, SCLM, Java, J2EE, JSP, XML

**Certification:** Underwent training on **Six Sigma** industry processes and worked on process improvements to the project module that resulted in a '**Green Belt**' certification. As part of Six Sigma certification, improved the efficiency of a daily batch job which reduced the number of iterations and processing time.

**CGI MANAGEMENT AND CONSULTANTS, Bangalore – Dec 2002 – May 2005**  
**Software Engineer**

**Project: Michelin Tire Corporation:** Michelin Tires is a leading car and truck tires manufacturer in North America. The project at CGI has been divided into three domains – Marketing & Sales (M&S), Flow and SAM with ten modules under them.

**Responsibilities:**

- Served as software engineer and module lead of the design and development team of "Logical Stock group" for Michelin North America (MNA) project.
- Designed and implemented new enhancements in COBOL and ADSO for the manufacturing domain.
- Worked intensively on COBOL/IDMS/ADSO/JCL/FILEAID.
- Managed UNIX and IBM OS-390 mainframe system for infrastructure support to the entire MNA project.
- Provided technical assistance to clients and provided proposals tailored to the customer needs.
- Served as a member of training committee in order to provide training and technical guidance for the new hires and other members of the project

**Technologies:** COBOL, IDMS, JCL, Endeavor, IMS-DB/DC, File-Aid, VSAM

**Project: Fleming application maintenance:** Oklahoma City-based Fleming Companies Inc is an industry leader in distribution, food retailing, and business-to-business e-commerce fulfillment. Its primary business is buying and selling merchandise. CGI was engaged to maintain their MVS and VSE based NCS, FOODS and ODS modules.

**Responsibilities:**

- Involved in coding, unit testing and preparing the unit test results.
- Involved in Production Support.
- Involved in fixing of review comments raised during design, build and testing phases.

**Technologies:** COBOL, VSE, JCL, VSAM, Easytrieve

**UNDERGRADUATE INTERNSHIP:**

**LCA (Light Combat Aircraft) testing automation, HINDUSTAN AERONAUTICAL LTD. (HAL), Bangalore**

The project was carried out at HAL R&D division to automate and improve performance of the review of test data that is obtained during testing of LCA. The massive data obtained during LCA testing needed to be analyzed for various scenarios and the

purpose of the project was to remove manual efforts and automate the process which gives report with analysis. This system was implemented using **Visual C++**. The backend interface was implemented using **C++**. Worked as a project lead for a team of 4 and was actively involved in coding and testing.

**AWARDS RECEIVED:**

- **Two “Feather in my cap” awards, ARIZONA PUBLIC SERVICE, Dec 2009 & Feb 2012:** For outstanding work on IT Billing Support & Bill on Read Date projects.
- **Technical Excellence award, ARIZONA PUBLIC SERVICE, June 2010:** Awarded for contributions toward IT Billing Support project.

Please find three official references.

References:

1. Name: Arvind Swamy

Company: Arizona Public Service

Role: Project manager

Phone number: 602-481-7027

Email: Aravind.Swami@aps.com

2. Name: Suman Majumder

Company : Caremark

Role: Senior technical lead

Phone number: 937-430-4473

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3. Name: Devbirkalsi

Company: Caremark

Role: Module lead

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Email: devbir.kalsi@caremark.com

RFQ No. HHR14042

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"**Debt**" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"**Employer default**" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"**Related party**" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: e Bridge Consulting

Authorized Signature: [Signature] Date: 7-31-13

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM****SOLICITATION NO.:** HHR14042

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

*e Bridge Conc. Inc.*  
\_\_\_\_\_  
Company

*[Signature]*  
\_\_\_\_\_  
Authorized Signature

7-31-13  
\_\_\_\_\_  
Date

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