

# NOTICE

Please note that this bid from Radgov Inc. for DOT17\*71 was received at the Purchasing Division office prior to the established bid opening date and time on April 13, 2017 as noted on the coversheet of the electronic bid, but did not load properly at the public bid opening. This bid has since been loaded and is now posted.

A handwritten signature in cursive script, reading "Diane Holley-Brown", is written over a solid horizontal line.

Diane Holley-Brown  
Assistant Purchasing Director



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

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 @ 2

List View

### General Information

Contact | Default Values | Discount | Document Information

Procurement Folder: 293402

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0803

Vendor ID: 000000111336

SO Doc ID: DOT1700000071

Legal Name: RADGOV INC

Published Date: 4/7/17

Alias/DBA:

Close Date: 4/13/17

Total Bid: \$0.00

Close Time: 13:30

Response Date: 04/05/2017

Status: Closed

Response Time: 16:55

Solicitation Description: Addendum No. 1  
PROGRAMMER ANALYST

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia  
 Solicitation Response

Proc Folder : 293402  
 Solicitation Description : Addendum No. 1  
 Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-04-13 13:30:00	SR 0803 ESR0405170000004812	1

VENDOR
000000111336 RADGOV INC

Solicitation Number: CRFQ 0803 DOT1700000071

Total Bid : \$0.00      Response Date: 2017-04-05      Response Time: 16:55:48

Comments:

**FOR INFORMATION CONTACT THE BUYER**  
 Melissa Pettrey  
 (304) 558-0094  
 melissa.k.pettrey@wv.gov

Signature on File	FEIN #	DATE
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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	APPLICATION PROGRAMMER ANALYST	0.00000	HOUR	\$67.890000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81111600			

<b>Extended Description :</b>	APPLICATION PROGRAMMER ANALYST
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# Quotation

Submittal To:



State of West Virginia

## Request for Quotation Solicitation# CRFQ 0803 DOT1700000071 "Programmer Analyst"

Proposal Due Date: 04/11/2017

Submitted by:



6750 N Andrews Ave, Suite 200  
Ft. Lauderdale, FL 33309  
Tel: (954) 938 - 2800  
Fax: (954) 938 - 2004  
[www.radgov.com](http://www.radgov.com)

## Cover Letter



April 05, 2017

Attn: Melissa Pettrey

RE: Request for Quotation Solicitation# CRFQ 0803 DOT1700000071- Programmer Analyst

Dear Ms. Pettrey,

RADgov Incorporated of Florida (henceforth referred to as RADgov) is pleased to submit a response for RFQ "Programmer Analyst" to the State of West Virginia ("State").

RADgov, Inc. is a Certified Minority and Women Owned Small Business Enterprise (WOSB) with over eleven (11) years of experience in providing IT Consulting services. RADgov has proven capability in providing similar services and has been fulfilling the requirements of various Federal and State Governments clients as well as private clients in various projects of high level of complexities.

In order to meet the requirement RADgov proposes a candidate James L. (Jim) Staudt who has thirty years IT expertise encompassing programming, business analysis, scope and design development, project leadership, software installation and applications support. Strengths include superior communications, analytical and organizational skills, problem solving, multi-tasking, and detail orientation. Maintenance and modification of mainframe-based banking applications, including loan, mortgage, and credit card approval systems Modification and testing COBOL programs, creation of PROC's and JCL

We meet all the requirements set by State in this RFQ and will comply with Terms and Conditions set in RFQ.

Please find our quotation enclosed and should you need any clarification, please feel free to call me at (954) 938 - 2800 or via email [contracts@radgov.com](mailto:contracts@radgov.com).

Sincerely,

  
Ajaya Kapoor (Director)  
RADgov, Inc.




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Item No.	Description	Quantity	Unit Price	Total Price

Item No.	Description	Quantity	Unit Price	Total Price

Item No.	Description	Quantity	Unit Price	Total Price

Signature: 

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





**Programmer Analyst**  
**Sol# CRFQ 0803 DOT1700000071**

**1 Quotation**

	Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Request for Quotation 33 - Service - Misc

Proc Folder: 293402				
Doc Description: PROGRAMMER ANALYST				
Proc Type: Central Master Agreement				
Date Issued	Solicitation Closes	Solicitation No		Version
2017-03-21	2017-04-11 13:30:00	CRFQ 0803 DOT1700000071		1

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

VENDOR	
Vendor Name, Address and Telephone Number: <b>RADgov, Inc.</b> 6750 N Andrews Ave, Suite 200 Ft. Lauderdale, FL 33309	

FOR INFORMATION CONTACT THE BUYER		
Melissa Pettrey (304) 558-0094 melissa.k.pettrey@wv.gov		
Signature X	FEIN # 20-2752989	DATE 04/05/2017

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

Page : 1 FORM ID : WV-PRC-CRFQ-001



**Programmer Analyst**  
**Sol# CRFQ 0803 DOT170000071**

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation to establish a contract for technical mainframe application programmer-technical staffing services. This will be an Open-End services contract for a Mainframe Application Programmer Analyst, per the attached bid requirements, specifications and terms and conditions.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	APPLICATION PROGRAMMER ANALYST	0.00000	HOUR	\$67.89	\$593,087.04

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description :  
 APPLICATION PROGRAMMER ANALYST

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Question submission deadline @ 10:00 A.M.	2017-03-30

**Remainder of the page intentionally left blank**



## 2 Certification and Signature Page

### GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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. "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.

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**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 should be 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. 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 thirty-six (36) months in total. 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.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**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.

**Other:** See attached.

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**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 Award Document 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. 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 below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract 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.

**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.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

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.

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**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identify by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this sectio

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_
- Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
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**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful 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. 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.

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

\_\_\_\_\_ 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.

**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.

**14. 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.

**15. 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.





**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 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.

**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 § 148-1-6.1.e.

**20. TIME:** Time is of the essence with regard to 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:** 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.

**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.

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**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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**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. 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.

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

Revised 01/18/2017



**32. 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.

**33. 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. 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.

**34. 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.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Revised 01/18/2017



**Programmer Analyst  
Sol# CRFQ 0803 DOT170000071**

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. 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.

**37. 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.

**38. 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.

Revised 01/18/2017



**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

**40. 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.

**41. 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).

**42. 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.

Revised 01/18/2017



**43. 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:

c. 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

d. 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.



**44. 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.

Revised 01/18/2017

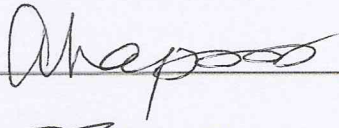


Programmer Analyst  
Sol# CRFQ 0803 DOT170000071

**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.

Ajaya Kapoor , Director  
(Name, Title)  
Ajaya Kapoor, Director  
(Printed Name and Title)  
6750 N Andrews Ave , suite 200 . ft Lauderdale Florida 33309  
(Address)  
(954) 938.2800 (954) 938.2004  
(Phone Number) / (Fax Number)  
Contracts@radgov.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

RADgov, Inc.  
(Company)  
  
Ajaya Kapoor , Director  
(Authorized Signature) (Representative Name, Title)  
Ajaya Kapoor, Director  
(Printed Name and Title of Authorized Representative)  
04/05/2017  
(Date)  
(954) 938.2800 (954) 938.2004  
(Phone Number) (Fax Number)





### 3 Resume of Mainframe Application Programmer Analyst

#### James L. (Jim) Staudt

##### Summary

- Data design and mapping from legacy system to client server environments
- Working in blended team environments (on-site and off-shore model)
- Implementation of Affordable Care Act (aka "Obamacare") software modifications
- Vendor software installation, support and mentoring with MicroFOCUS products
- Medical insurance, health care, financial, purchasing and materials management applications.
- Data transformation and conversion in merger/acquisition projects.
- ETL; Data mapping data from various hierarchical, flat and relational sources
- Facilitating Joint Application Design (JAD) Sessions; User interaction to gather information
- DMV/Homeland Security-mandated "Real ID"
- Experienced in both "waterfall" and "Agile" environments.

##### Areas of Experience:

- Micrococcus products
- Applications support
- Consulting
- Programming
- Systems design and business analysis
- System Development Life Cycle (SDLC)
- Software evaluation
- Software package modification and installation
- Trainer and mentor
- Pre-Sales Consulting
- Data transformation / ETL
- Welfare, Unemployment, EBT, TANF, and other Entitlement Programs

##### Technical Skills:

##### Applications:

- Affordable Care Act ("Obamacare")
- State Government
- Banking and Credit Unions
- Order processing
- Manufacturing
- Inventory control
- Public utilities
- Material management



- COBOL productivity tools
  - Health care
  - Mergers and Acquisitions
- IBM Mainframe (LEGACY):**
- MVS, ZOS, DOS/VSE, OS390, ESA
  - COBOL, COBOL II, PL/I, APS
  - FILEAID, SYNCSORT
  - CICS, SDF, VSAM, TSO/ISPF
  - NET Express
  - Endeavor, Panvalet, Changeman, PVCS
  - OS/MVS, Z/VSE, JCL
  - IDCAMS, OS/MVS & Z/VSE Utilities (GDG, Syncsort, ETC.)
  - Expediter, Intertest

**IBM PC/LAN:**

- Microfocus Products:
- COBOL
- ANIMATOR
- MFEEE
- Enterprise Analyzer
- Enterprise Server
- APP Master Builder
- Microsoft Office Suite

**Professional Experience:**

**Navy Federal Credit Union, Fairfax, VA**  
**Mainframe/COBOL Developer**

**Nov 2016 - Present**

**Responsibilities:**

- Maintenance and modification of mainframe-based banking applications, including loan, mortgage, and credit card approval systems.
- Modification and testing COBOL programs, creation of PROC's and JCL. Some new programs written and job streams created, as well as modification of existing screens, reports, and database content. Unit and regression testing.
- Tools used included COBOL under Z/OS/MVS, VSAM/IDCAMS, DB2, IBM Utilities, JCL, CICS, and Microsoft Office tools.

**Pentagon Federal Credit Union, Washington, DC**  
**Mainframe/COBOL Developer and Tester**

**Jun 2016 - Nov 2016**

**Responsibilities:**

- Maintenance and modification of mainframe-based banking applications, including loan and credit card services, and merger accommodation.



**Programmer Analyst**  
**Sol# CRFQ 0803 DOT1700000071**

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- Modification and testing Easytrieve and COBOL programs, creation of PROC's and JCL. Immediate project consists of changes required to acquisition of other credit unions, expanding fields and file capacities.
- Primary was a Field Expansion project, expanding existing programs and copybooks to accommodate larger volumes of data due to mergers.
- Unit and regression testing. Tools used included COBOL under Z/OS/MVS, VSAM/IDCAMS, IBM Utilities, Easytrieve, JCL, CICS, Microsoft Office tools, in a modified "Agile" environment.

**State of Tennessee, Department of Human Services, Nashville, TN**

**Apr 2015 – Jun 2016**

**COBOL Developer**

**Responsibilities:**

- Maintenance and modification of mainframe-based health services applications, including ACCENT, which processes food stamp (EBT) and other family and child service assistance payments, TANF (Temporary Assistance for Needy Families), SNAP, and COTS, a claims processing and tracking system.
- Modification of Easytrieve and COBOL programs, creation of complex SYNC SORT jobs, PROC's and JCL, FTP of files from mainframe to network. Some new programs written and job streams created, as well as modification of existing screens, reports, and database content. Unit and regression testing where necessary.
- Tools used included COBOL, Z/OS/MVS, VSAM/IDCAMS, IBM Utilities, Easytrieve, JCL, CICS, Microsoft Office tools, in a traditional "waterfall" SDLC environment.

**Community Health Systems (CHS), Naples, FL**

**May 2014 – Apr 2015**

**COBOL Developer**

**Responsibilities:**

- Maintenance and enhancement coding, testing and implementation on the Discharge Accounts Receivable (DAR) system, in conjunction with the acquisition (merger) of Health Management Systems (HMA).
- Working on a backlog of maintenance issues, including the modification of screens, reports, and database content.
- Unit and regression testing, creation of design specs, writing test scripts, and writing new COBOL programs where necessary.
- Tools include mainframe COBOL under Z/VSE, VSAM/IDCAMS, IBM Utilities, EasyTRIEVE, VSE JCL, CICS, Microsoft Office tools, with a mix of traditional "waterfall" SDLC and Agile Methodology.

**UST Global Inc, Bentonville, AR**

**Feb 2014 – Apr 2014**

**COBOL Developer**



**Responsibilities:**

- Pre-sales consultant. Worked on preparation and pre-sales for potential WalMart contract, using Micro Focus Modernization Workbench, Enterprise Server, Enterprise Analyzer, and Mainframe Express Enterprise Edition (MFEEE).
- Performed analysis on customer code, including mainframe elements such as COBOL programs, JCL, CICS screens and programs, and other related mainframe entities.
- Participated in presentations to customer, performed statistical and performance analysis, ran demos for customer, both on-site and offshore.

**Nationwide Insurance, Des Moines, IA**  
**COBOL Developer**

**Aug 2013 - Dec 2013**

**Responsibilities:**

- Short-term assignment to help out with the programming changes necessary to facilitate the acquisition of a property and casualty insurance company.
- Created MS Excel spreadsheets to track and document the data field by field, wrote COBOL interfaces between existing nationwide systems and the acquired company.
- Also performed general maintenance programming and testing tasks on the TANF and SNAP systems.
- Some of the work was done using the agile methodology, but most of it in the traditional “waterfall” manner.
- Tools used: COBOL, JCL, DB2, VSAM, IBM and 3rd party utilities such as File Manager and Syncsort, also FTP, on IBM Z/OS system.

**State of Iowa, Department of Human Services, Des Moines, IA**  
**COBOL Developer**

**Jul 2012 - Jul 2013**

**Responsibilities:**

- Worked on a project to replace portions of their legacy Medicaid eligibility applications with Accenture’s ELIAS, and making changes to the systems to accommodate the “Affordable Care Act” applications.
- Created interfaces to existing mainframe systems with a new server-based system. Agile methodology.
- Work included programming in COBOL, building JCL and control cards and working with the scheduler.
- The two primary DHS environments were Legacy Cobol/CICS/VSAM systems and client server/Web systems.
- Work included modifications to the Unemployment Compensation, EBT, and welfare entitlement programs such as TANF (Temporary Assistance for Needy Families).
- Requirements included working from provided requirements with little or no supervision, mimicking existing code styles, translating business requirements into technical specifications and design; building application programs based upon that design.



- Tools used include CICS, VSAM, JCL, EasyTRIEVE, and IBM utilities on IBM Z/OS systems.

**UST Global Inc., Bloomington, IL**  
**Pre-sales consultant**

**Jan 2012 - Apr 2012**

**Responsibilities:**

- Worked on preparation and pre-sales for potential contracts at both State Farm Insurance and The New York Times, using Micro Focus Modernization Workbench, Enterprise Server, Enterprise Analyzer, and Mainframe Express Enterprise Edition (MFEEE).
- Performed analysis on customer code, including mainframe elements such as COBOL programs, JCL, CICS screens and programs, and other related mainframe entities.
- Participated in presentations to customer, performed statistical and performance analysis, ran demos for customer, both on-site and offshore.

**Citigroup (Citibank), Buffalo, NY**  
**COBOL Developer**

**Apr 2011 - Dec 2011**

**Responsibilities:**

- Worked on modification and maintenance of batch and online mainframe applications, particularly with SWIFT applications.
- Wrote new programs to automate the generation of confirmation letters, plus other miscellaneous maintenance projects as assigned.
- Work included new programs, maintaining old ones, changing JCL and parameter information, and testing.
- Acted as team leader coordinating on-site and off-shore resources. Tools used included COBOL, CICS, VSAM, DB2, SQL, TSO/ISPF, IBM ZOS JCL, CHANGEMAN, SYNCSORT, SPUFI, and INTERTEST.

**State of Maryland Motor Vehicle Association MVA, Glen Burnie, MD**  
**COBOL Developer**

**Mar 2009 - Jan 2011**

**Responsibilities:**

- Team member on the implementation of changes required by the US Homeland Security "Real ID" project, making changes to programs, screens, data bases, reports, and files, to incorporate new and expanded fields and data. Virtually every system in production at the MVA was affected.
- Duties included research to find which programs needed to be changed, making the changes in files, data bases, programs, reports and screens, then testing the changes, first in a Unit Test environment using MicroFocus AMB (APS Master Builder), then QA and subsequent implementation.



- Tools included other MicroFocus products, Mainframe COBOL, CICS, VSAM, DB2, TSO/ISPF, IBM MVS JCL, IDCAMS, FILE MANAGER, SYNC SORT, ENDEVOR, CHANGEMAN, and FTP.

**Solo Cup Company, Owings Mills, MD**  
**COBOL Developer**

**Apr 2008 – Dec 2008**

**Responsibilities:**

- Worked on ASI Material Management Supply Line software, specifically the Purchasing, Material Request, Bill of Materials (BOM) and Inventory modules. Maintenance and support programming, including modifications, trouble-shooting, one-off interfaces and extracts, ad hoc report programs, on-call support.
- Program code, JCL and utility changes were made utilizing IBM MVS-related tools such as TSO/ISPF, COBOL, EasyTRIEVE PLUS, IBM MVS JCL, IDCAMS, FILEAID, SYNC SORT, CA-7, LIBRARIAN, CICS, FILEAID and VSAM. Also use of Microsoft Office, Word, Excel, Access and FTP.

**ING Corporation, Hartford, CT**  
**Technical Support Consultant**

**May 2006 – Mar 2008**

**Responsibilities:**

- Consultant on project converting a mainframe COBOL conversion to MicroFocus MFEEE (Mainframe Express Enterprise Edition) on a 3-tier network system.
- Responsible for planning, designing, installing and implementing MFEEE software on Intel Windows-based network servers, configuring server installation and tutoring and mentoring internal support personnel.
- Development of documentation, including user guides, “how-to” instruction procedures and technical write-ups. Testing, from “smoke test” through full integration parallel testing of software installation. Follow-up support, installation of vendor software upgrades, patches and fixes, maintenance of software in a “steady-state” environment.
- Tools used included, in addition to MFEEE, XDB, SQL Wizard, “DOS” Commands, ISPF, IBM Utilities and JCL, as well as Windows Active Directories and network security access. Coordinated work with on-site and off-shore resources.

**Wachovia Bank (now Wells Fargo), Charlotte, NC**  
**Technical Lead**

**Oct 2004 – Mar 2006**

**Responsibilities:**

- Involved in major project converting mainframe APS applications to PC and network-oriented APP Master Builder (AMB), which is part of MicroFocus Mainframe Express Enterprise Edition (MFEEE).
- Conducted requirement-gathering user meetings to determine needs and plan the effort, then completed the actual migration of modules from the mainframe to the PC



network, generation of COBOL code for debugging purposes, followed by unit testing on the network, and, finally, completion of the project by migrating the modules back to the mainframe via Changeman for final mainframe testing and verification.

- Also responsible for follow-up mentoring and support. Used mainframe tools such as ISPF, APS, CLIST, IBM Utilities and JCL, and PC/Network facilities such as Active Directories, network security access. Limited programming tasks, primarily in the conversion of PL/1 programs to COBOL.

**State of Montana Department of Motor Vehicles, Helena, MT      Apr 2004 - Oct 2004**  
**Programmer Analyst for DMV vehicle registration and licensing**

- Miscellaneous PL/1 maintenance programming, trouble-shooting and systems analysis. IBM JCL and Utilities modification and usage.

**Blue Cross Blue Shield of South Carolina, Columbia, SC      Mar 2002 - Mar 2004**  
**Team Lead and Business Analyst**

**Responsibilities:**

- Performed first-level management duties, assigning work and tracking performance. Programming on Tricare Claims and Authorization systems. Team leader on Tricare 278 implementation, including systems and parallel testing of batch cycle.
- Tracked and analyzed projects using Visio, MS Excel and MS Project. Programming using APS, SYNCSORT, DB2, CICS, EasyTrieve and COBOL.

**One Beacon Inc, Foxboro, Ma      May 2001 - Dec 2001**  
**Programmer Analyst**

**Responsibilities:**

- Analysis and coding changes to existing MicroFocus COBOL programs and screens in automobile insurance systems.
- Mainframe coding, testing and/or animation of modules. MicroFocus COBOL, Workbench and Net Express on the PC/LAN.
- Mainframe work was done in the MVS environment, using CICS, SQL, JCL, IBM utilities, SYNCSORT and ENDEVOR.

**Merant Consulting (now Microfocus International), Home-based      Feb 2000 - May 2001**  
**Software installer, Consultant, Trainer & Support Representative**

**Responsibilities:**

- Performed "roll-outs", i.e., installing MicroFocus products (MicroFocus COBOL, Mainframe Express, Net Express, Mainframe Access, and Revolve) on client workstations.



**Programmer Analyst  
Sol# CRFQ 0803 DOT1700000071**

- Performed mentoring function in guiding and assisting the client users in becoming familiar with and using the products; conducted basic training sessions on the installed products.
- Approximately 90% percent travel, nationwide as well as international. Environments included IBM Mainframe, PC/LAN networks using Windows NT/95/98/2000, Novell Netware, FTP, MS ACCESS, TCP/IP.

Item Number	Description	Unit Cost	Quantity	Amount
1	Application Programmer Analyst	\$67.89	2184	\$148271.76
<b>Remainder of the page is left intentionally blank</b>				
2	Optional renewal year	\$67.89	2184	\$148271.76
3	Optional renewal year	\$67.89	2184	\$148271.76
4	Optional renewal year	\$67.89	2184	\$148271.76
Total Bid Amount				\$592,087.04

Evaluation will be the Total Bid Amount for all items requested. The awarded Contract will be for first year only.

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#### 4 Exhibit A Price page

Location - Building 5 , Room A -715 Charleston , WV 25305					
Item Number	Description	Unit Cost	Unit of measure	Estimated yearly quantity	Extended Cost
1	Application Programmer Analyst	\$67.89	Per Hour	2184	\$148,271.76
2	Optional renewal year two	\$67.89	Per Hour	2184	\$148,271.76
3	Optional renewal year three	\$67.89	Per Hour	2184	\$148,271.76
4	Optional renewal year Four	\$67.89	Per Hour	2184	\$148,271.76
			<b>Total Bid Amount</b>		<b>\$593,087.04</b>

Evaluation will be the Total Bid Amount for all items requested. The Awarded Contract will be for First Year only.

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### 5 Proposal Affidavit

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: RADgov, Inc.

Authorized Signature: [Signature]

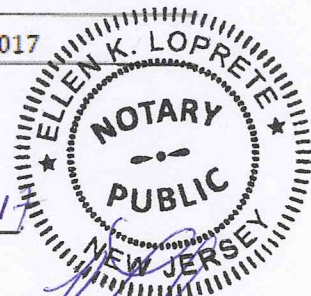
Date: 04/05/2017

State of NEW JERSEY

County of HISCOLESEX, to-wit:

Taken, subscribed, and sworn to before me this 5 day of APRIL, 2017

My Commission expires 11-19-2017, 2017



**AFFIX SEAL HERE** ELLEN K. LOPRETE  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 11/19/2017

NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 08/01/2015)



## 6 Acknowledgement of Addendum

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DOT1700000071

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 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.

RADgov, Inc.  
Company

[Signature]  
Authorized Signature

04/05/2017  
Date

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

~~~End of the Document~~~



## EXHIBIT A - PRICING PAGE

| LOCATION - BUILDING 5, ROOM A-715 CHARLESTON, WV 25305 |                                |           |                         |                           |               |
|--------------------------------------------------------|--------------------------------|-----------|-------------------------|---------------------------|---------------|
| Item Number                                            | Description                    | Unit Cost | Unit of Measure         | Estimated Yearly Quantity | Extended Cost |
| 1                                                      | Application Programmer Analyst | \$67.89   | Per Hour                | 2184                      | \$148,271.76  |
|                                                        |                                |           |                         |                           |               |
| 2                                                      | Optional Renewal Year two      | \$67.89   | Per Hour                | 2184                      | \$148,271.76  |
| 3                                                      | Optional Renewal Year Three    | \$67.89   | Per Hour                | 2184                      | \$148,271.76  |
| 4                                                      | Optional Renewal Year Four     | \$67.89   | Per Hour                | 2184                      | \$148,271.76  |
|                                                        |                                |           | <b>TOTAL BID AMOUNT</b> |                           | \$593,087.04  |

Evaluation will be the Total Bid Amount for all items requested. The Awarded Contract will be for First Year only.