



Mahantech Corporation  
405 Capitol Street, Suite 101  
Charleston, WV 25301  
Phone: 304-720-2246  
Fax: 304-720-2247  
[www.mahantech.com](http://www.mahantech.com)

08/03/2017

Bid Clerk  
Department Of Administration  
Purchasing Division  
2019 Washington St E  
Charleston WV 25305 US

08/03/17 12:54:58  
Purchasing Division

Attention: Stephanie L Gale

**Re: Request for Proposal: CRFQ 0210 ISC1800000001**

We appreciate the opportunity to propose our Company as a potential resource to meet the requirements of the above mentioned RFP for the State of West Virginia. Our proposal is built upon a proven history of success and we are sure that we can create a worthwhile business partnership with your Agency.

in response to the Solicitation Number: **CRFQ 0210 ISC1800000001**, we would like to provide 1 submission for the Professional Database Administrator for Information Services and Communications (IS&C). Mahantech has a vast pool of resources and to be able to expand and enrich our expanse is a successful step itself. We sincerely hope that Mr. Suman Gurrapu respectively, will add value to your undertaking ventures.

- 1) Cover Letter
- 2) Final\_CRFQ\_0210\_ISC1800000001\_1\_CRFQ\_FORM
- 3) Final\_CRFQ\_0210\_ISC1800000001\_2\_CRFQ\_FORM
- 4) CRFQ ISC1800000001 - Professional Database Administrator
- 5) CRFQ 0210 ISC1800000001 - Vendor Preference Certificate
- 6) CRFQ\_0210\_ISC1800000001- Purchasing Affidavit
- 7) ADDENDUM\_1 CRFQ ISC1800000001

- 8) CRFQ ISC1800000001 - OT18002 - Exhibit A PricePage v2
- 9) Suman Gurrapu Profile
- 10) Suman Gurrapu's MS Degree Certificate
- 11) Suman Gurrapu's Microsoft Certifications

Mahantech Corporation provides Information Technology related services to both government entities and private corporations. With experience covering more than 17 years, our management and staff understand the unique challenges faced by state government. We are expert in providing insight across multiple facets of IT and business collaboration. Mahantech Corporation is committed to working with its client in the most efficient and cost effective manner. Since 1998, Mahantech has been providing Information technology staff augmentation services to multiple clients across the USA. These include the following: the State of West Virginia, DTE Energy, SEARS, Image Entry, Microsoft Corporation, BrickStreet Insurance, Jonson Roberts Associates Ltd, Pitney Bowes Incorporated, CORE Technologies, Magee Resource Group, Kaiser Permanente, Phillips, netGuru Systems Incorporated, NCR, Erie Insurance, JP Morgan Chase, State of Wisconsin DOT, Erie Insurance, Wells Fargo, NY Life, BNY Mellon, State of Arizona, Change Healthcare, Molina Healthcare, Parexel International, US Bank, Verizon, Etc.

We look forward to the opportunity of working with you.

Sincerely,



Channa Arjuna  
President



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

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 355577

Doc Description: Professional Database Administrator (OT18002)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-19	2017-08-02 13:30:00	CRFQ 0210 ISC1800000001	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:**

**Mahantech Corporation**

405 Capitol St, Ste 101, Charleston, WV 25301

Phone: 304-720-2246,

Fax: 304-720-2247

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale

(304) 558-8801

stephanie.l.gale@wv.gov

Signature X

FEIN # 34-1855567

DATE 08/02/2017

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish a contract for a Professional Database Administrator for the Offender Information System (OIS)

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Service #1: Professional Database Administrator	2080.00000	HOUR	72.00	149,760.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description :**

5.1.1 Contract Services #1 - Professional Database Administrator: The Vendor must provide a Professional Database Administrator to provide training and knowledge transfer to current employees working for the Office of Technology in SQL Database and Server Administration.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Optional Renewal Year 2 - Cont. Svc #1: Professional DBA	2080.00000	HOUR	72.00	149,760.00

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**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2017-07-26

ISC1800000001	<b>Document Phase</b> Final	<b>Document Description</b> Professional Database Administrator (OT18002)	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 355577

Doc Description: Addendum #1 Professional Database Administrator (OT18002)

Proc Type: Central Master Agreement

Date Issued	Solicitation Class	Solicitation No	Version
2017-07-24	2017-08-03 13:30:00	CRFQ 0210 ISC1800000001	2

**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:**

**Mahantech Corporation**  
 405 Capitol St, Ste 101, Charleston, WV 25301  
 Phone: 304-720-2246,  
 Fax: 304-720-2247

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X *Chang Arora*

FEIN # 34-1855567

DATE 08/02/2017

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

**ADDITIONAL INFORMATION:**

Addendum #1 issued to:

1. Move bid opening date and time to August 3, 2017 @ 1:30pm.

End of Addendum #1

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**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2017-07-26

ISC1800000001	<b>Document Phase</b> Final	<b>Document Description</b> Addendum #1 Professional Database Administrator (OT18002)	<b>Page 4</b> <b>of 4</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 60130  
 Charleston, WV 25305-0130

State of West Virginia  
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 34 - Service - Prof

Proc Folder: 355577

Doc Description: Professional Database Administrator (OT18002)

Proc Type: Central Master Agreement

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 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
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 Fax: 304-720-2247

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X

*Charles Arora*

FEIN # 34-1855567

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**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2017-07-26

## **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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 19, 2017

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **Stephanie.L.Gale@wv.gov**

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** 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:** (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** August 2, 2017 @ 1:30pm

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
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.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. 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.

**13. 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.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

**17. 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.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. 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.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## **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.

**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.

**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.

**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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**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.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: \_\_\_\_\_

Contractor's License No.: WV- \_\_\_\_\_

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.



**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified 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 section.

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.

**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 WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. 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>.

**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.

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 § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**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.



**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.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**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.

Channa M Arjuna, President

(Name, Title)

CHANNA M ARJUNA

PRESIDENT

(Printed Name and Title)

405 Capitol St, Ste 101, Charleston, WV 25301

(Address)

Ph: 304-720-2246

Fax: 304-720-2247

(Phone Number) / (Fax Number)

carjuna@mahantech.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.

Mahantech Corporation

(Company)



Channa M Arjuna, President

(Authorized Signature) (Representative Name, Title)

CHANNA M ARJUNA

PRESIDENT

(Printed Name and Title of Authorized Representative)

08/02/2017

(Date)

Ph: 304-720-2246

Fax: 304-720-2247

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
Professional Database Administrator (DBA) for Offender Information System (OIS)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish a contract for a Professional Database Administrator for the Offender Information System (OIS). This contractor will provide documentation and training to current WVOT employees in Microsoft SQL database Administration for OIS, Time Matters 15, and Microsoft SQL Server Maintenance.
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 **“Business Hours”** means Monday – Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:

- New Year’s Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

2.2 **“Contract Services”** means a DBA contractor to provide training, knowledge transfer of the Offender Information System (OIS) and Time Matters 15 to employees of the WVOT as more fully described in these specifications.

2.3 **“Contractor”** means the Vendor’s candidate for this Professional DBA solicitation.

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

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

2.6 **“SQL”** means Structured Query Language. It is a query language used for accessing and modifying information in a database. SQL is commonly used for Web database development and management. SQL is often pronounced as “sequel” or as “S-Q-L”.

**3. CURRENT ENVIRONMENT:**

**REQUEST FOR QUOTATION**  
**Professional Database Administrator (DBA) for Offender Information System (OIS)**

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- 3.1. In 2012 the State of West Virginia Office of Technology along with the Department of Military Affairs consolidated three legacy databases utilized by the WV Division of Corrections, the Regional Jail Authority, and the Division of Juvenile Services in to what is now the Offender Information System (OIS). OIS was built utilizing Microsoft Dynamics CRM 2011 and the underlying data is stored in a Microsoft SQL Server 2008 R2 instance.
4. **MANDATORY QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1. The Vendor must provide documentation to validate the following requirements (see Exhibit B).
- 4.1.1. The Vendor must provide a DBA Contractor with prior experience in the following applied knowledge and skillsets:
- 4.1.1.1. Scribe Console - 7.6.2.38821
  - 4.1.1.2. Scribe Workbench - 7.6.2.38821
  - 4.1.1.3. Time Matters - 9 & 15
  - 4.1.1.4. PowerShell- Windows PowerShell 3.0 & 4.0
  - 4.1.1.5. CRM 2011 - 05.00.9690.3911
  - 4.1.1.6. CRM 2013 - 6.0.0003.0106
  - 4.1.1.7. Availability Groups - SQL Server 2012/2014
  - 4.1.1.8. SAN Configuration - Power Path Admiration/Console (version 5.7 SP4 build 607)
  - 4.1.1.9. System Center Monitoring pack for SQL Server 2008 R2/ SQL 2012/ SQL 2014
  - 4.1.1.10. SQL Sentry Plan Explorer PRO
  - 4.1.1.11. Resource Governor - SQL Server 2012/2014
  - 4.1.1.12. Master Date Services - SQL Server 2014
  - 4.1.1.13. Data Importing from other database sources into SQL Server
  - 4.1.1.14. Advance Database Query rewriting for OIS and Time Matters to utilize advanced lookup methodology
  - 4.1.1.15. SQL Server Management for handling specific resource utilization
  - 4.1.1.16. Job Editor Tool - 5.0.9690.3236
  - 4.1.1.17. EMC Avamar - 6.1.101-87
  - 4.1.1.18. Red-Gate Data Compare - 11.5
  - 4.1.1.19. SQL Server 2008 - 10.00.6000
  - 4.1.1.20. Windows Server 2008 R2 - 6.1
  - 4.1.1.21. Windows Server 2012 - 6.2
  - 4.1.1.22. SQL Server 2012 - 11.0.6020
  - 4.1.1.23. SQL Server 2014 - 12.0.4100.1
  - 4.1.1.24. SQL Management Studio - 12.0.2000.8

**REQUEST FOR QUOTATION**  
**Professional Database Administrator (DBA) for Offender Information System (OIS)**

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**4.1.1.25. SQL Server 2008 R2/2012 Reporting Services -  
10.50.6000/11.0.6020.0**

**4.1.2. The Vendor must provide a DBA Contractor with a minimum of two (2) years of paid experience working on projects in the Correctional System and in Government sector. The DBA Contractor must provide details of experience in participating in the following:**

- **Designing, implementation, administration, monitoring, tuning, backup, migration, and providing support for the initial architecture of the database,**
- **Designing and documenting database architecture and data modeling,**
- **Designing data warehousing and a business intelligence platform,**
- **Building database schemes, tables, procedures, and permissions,**
- **Setting up the data sharing processes as well as enabling disk partitioning,**
- **Creating shell scripts for task automation,**
- **Creating and executing data management languages in Microsoft SQL Servers, Databases, and MS Access to Servers,**
- **Providing ongoing development, upgrade, modification, and maintenance of a Microsoft SQL Server Database**

**4.1.3. The Vendor must provide a DBA Contractor with a Bachelor of Science degree from an accredited college or university in computer science or related field including but not limited to designing, implementation, administration, monitoring, tuning, backup, migration, and support of the initial architecture database.**

**4.1.3.1. If the Vendor is providing a DBA Contractor with a Bachelor's of Science degree in Computer Science, then they must submit a copy of their diploma.**

**4.1.3.2. If the Vendor is providing a DBA Contractor with a Bachelor's of Science degree related field, then they must provide transcripts highlighting the applicable courses.**

**4.1.4. The Vendor must provide a DBA Contractor with the following Microsoft certifications and provide a copy of documentation with bid response.**

**4.1.4.1. Microsoft Certified Professional**

**4.1.4.2. Microsoft Certified IT Professional: Database Administrator 2008**

**4.1.4.3. Microsoft Certified Technology: Specialist SQL Server 2008, Implementation, and Maintenance**

**4.2. The DBA Contractor must have experience working on the following applications:**

**REQUEST FOR QUOTATION**  
**Professional Database Administrator (DBA) for Offender Information System (OIS)**

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**4.2.1. WV Offender Information System**

**4.2.1.1. Knowledge of how data issues are being resolved using Scribe Insight.**

**4.2.1.2. Knowledge and expertise in VINE (Victim Information and Notification Everyday) integration process and securely transferring WV Offender Information System CRM DOC data to Appriss Inc.**

**4.2.2. Case Management System**

**4.2.2.1. Experience and knowledge in the Time Matters 15 application integrated into a Citrix environment.**

**4.2.3. Controlled Substance Monitoring Program (CSAPP)**

**4.2.3.1. Knowledge of technical and logical workflows wherein calculate Morphine Equivalent Daily Dose (MEDD) score value to determine patient's opioid intake per day.**

**5. MANDATORY REQUIREMENTS:**

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

**5.1.1 Contract Services #1 – Professional Database Administrator:** The Vendor must provide a (DBA) contractor to provide training and knowledge transfer to current employees working for the WVOT in SQL Database and Server Administration. The Contractor will be responsible for the following:

**5.1.1.1 Instructing the WVOT DBA's to use the SQL Reporting Services to develop specialized reports both for our customers and for internal reporting.**

**5.1.1.2 Instructing the WVOT DBA's to analyze complex queries and determine indices that should be applied that will improve query read without degrading the insert, update and delete data.**

**5.1.1.3 Instructing the WVOT DBA's to execute and restore backups - both routine and on demand backups. These backups and restores will at times be completed in SQL Server databases using EMC-Avamar.**

**5.1.1.4 Instructing the WVOT DBA's to migrate and transform data using SQL Server Integration Services.**



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**Professional Database Administrator (DBA) for Offender Information System (OIS)**

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- 5.1.1.5** Instructing the WVOT DBA's to create CRM 2011/2013 databases and Scribe Insight databases utilizing the products toolset. Vendor will be required to complete data migration packages using Scribe Insight.
  - 5.1.1.6** Instructing the WVOT DBA's to import data through data management tool set within Microsoft Dynamics CRM 2011/2013. Vendor will navigate the interface of a Microsoft Dynamics CRM 2011/2013, including but not limited to filters, advance finds, views.
  - 5.1.1.7** Instructing the WVOT DBA's to manage and maintain Microsoft Dynamics CRM 2011/2013 system jobs using the CRM 2011/2013 Job Editor.
  - 5.1.1.8** Instructing the WVOT DBA's on all aspects of migration and dealing with challenges in execution that requires being capable of navigating and troubleshooting Windows Server 2008 and Windows Server 2012. The Contractor must have the ability and knowledge to create, modify and improve the performance of scripts created by others and themselves for each of the platforms.
  - 5.1.1.9** Instructing the WVOT DBA's to utilize Red-Gate Data Compare version 11.5 to provide the WVOT with the necessary functions for data comparison of database entities.
  - 5.1.1.10** Developing procedures, documentation, and transition knowledge of system management and maintenance for the SQL Server Cluster running WV OIS, and Microsoft Dynamics CRM 2011/2013.
  - 5.1.1.11** Providing database analytics to analyze and diagnose system health and growing capacity by utilizing SQL Server Reporting Services.
- 5.1.2 Deliverables:** The Contractor will provide deliverables as proof of ongoing work:
- 1.** The Contractor will complete the validation of WV OIS databases. Validation of transfer will be obtained from queries developed to ensure that data has migrated successfully. The results of those queries will be presented to the WVOT's Project Technical Lead for verification.
  - 2.** The Contractor will meet with the WVOT Director or his designee to transfer knowledge on supporting the WV OIS. The Contractor must provide a written version of this process to be placed on file.

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3. The Contractor will work with the new WVOT DBA's closely to develop and implement a disaster recovery plan for WV OIS and CRM applications utilizing the same SQL Server Cluster. The DR continuity plan must consist of a risk assessment and options for mitigating risks. Any risk that is not mitigated must have a plan for recovery.
  4. Lastly, the Contractor must provide proof of documentation and knowledge transfer of all current databases, any special tasks performed on them and any other type of knowledge associated with their workings to the two new DBA's hired by the WVOT.
- 5.1.3 Vendor must include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated on Agency request authorized under the authority of the Purchasing division.
- 5.1.4 **Health Insurance Portability and Accountability Act:** In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, Vendor and any candidate they provide may be required to sign the HIPAA/Business Associate Addendum with an Appendix 1, which indicates the specific Protected Health Information (PHI), specifically written for the project for which WVOT is requesting the candidate, prior to issuance of any delivery order. A copy of the form (without the specific PHI in Appendix 1) is available on the website referenced in the Confidentiality term. The HIPAA/Business Associate Addendum is required prior to award of the Contract.
- 5.1.5 **Independent Contractor Status:** The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:
- 5.1.5.1 **Internal Revenue Service (IRS):** <http://www.irs.gov/pub/irs-pdf/p15a.pdf>
- 5.1.5.2 **Internal Revenue Service (IRS):**  
<http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

REQUEST FOR QUOTATION  
Professional Database Administrator (DBA) for Offender Information System (OIS)

5.1.5.3 Department of Labor (DOL):

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

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

**6. CONTRACT AWARD:**

**6.1 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.

**CONTRACT WILL BE EVALUATED ON ALL LINES BUT ONLY AWARDED ON FIRST YEAR.**

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the West Virginia Purchasing Division as Change Orders for subsequent years.

**6.2 Pricing Page:** Vendor should complete the Pricing Page and pricing section on wvOASIS by providing an hourly rate as the unit cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

**REQUEST FOR QUOTATION**  
**Professional Database Administrator (DBA) for Offender Information System (OIS)**

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- 7. 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.
- 8. PAYMENT:** Agency shall pay an hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 9. 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.
- 10. 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:
  - 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 10.5.** Vendor shall inform all staff of Agency's security protocol and procedures.
- 11. VENDOR DEFAULT:**
  - 11.1.** The following shall be considered a vendor default under this Contract.
    - 11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
    - 11.1.2.** Failure to comply with other specifications and requirements contained herein.
    - 11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**REQUEST FOR QUOTATION**  
**Professional Database Administrator (DBA) for Offender Information System (OIS)**

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11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

11.2.2. Immediate cancellation of one or more release orders issued under this Contract.

11.2.3. Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

12.1. **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:** Channa M Arjuna

**Telephone Number:** (304) 720 - 2246

**Fax Number:** (304) 720 - 2247

**Email Address:** carjuna@mahantech.com

**EXHIBIT A – Pricing Page**  
**Professional Database Administrator for Offender Information System - OT18002**

Contract Item	Description	Unit of Measure	Estimated Quantity*	Unit Cost	Extended Cost
5.1.1	Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
5.1.1	Optional Renewal Year 2 for Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
5.1.1	Optional Renewal Year 3 for Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
5.1.1	Optional Renewal Year 4 for Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
<b>Total Cost</b>					<b>599,040.00</b>

\* All quantities / estimated hours are estimates and do not obligate the State of West Virginia or WVOT to this amount.

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

*Chana Ayers*

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

08/02/2017

**EXHIBIT B -- Required Documentation Form**

**Documentation of Work and Educational Experience**

**Skillssets**

**4.1.1** The Vendor must provide a DBA Contractor with prior experience in the following applied knowledge and skillsets.

Check mark the skillsets the DBA Contractor has prior experience and applied knowledge in:

- Scribe Console - 7.6.2.38821
- Scribe Workbench - 7.6.2.38821
- Time Matters - 9 & 15
- PowerShell- Windows PowerShell 3.0 & 4.0
- CRM 2011 - 05.00.9690.3911
- CRM 2013 - 6.0.0003.0106
- Availability Groups - SQL Server 2012/2014
- SAN Configuration - Power Path Admiration/Console (version 5.7 SP4 build 607)
- System Center Monitoring pack for SQL Server 2008 R2/ SQL 2012/ SQL 2014
- SQL Sentry Plan Explorer PRO
- Resource Governor - SQL Server 2012/2014
- Master Data Services - SQL Server 2014
- Data Importing from other database sources into SQL Server
- Advance Database Query rewriting for OIS and Time Matters to utilize advanced lookup methodology
- SQL Server Management for handling specific resource utilization
- Job Editor Tool - 5.0.9690.3236
- EMC Avamar - 6.1.101-87
- Red-Gate Data Compare - 11.5
- SQL Server 2008 - 10.00.6000
- Windows Server 2008 R2 - 6.1
- Windows Server 2012 - 6.2
- SQL Server 2012 - 11.0.6020
- SQL Server 2014 - 12.0.4100.1
- SQL Management Studio - 12.0.2000.8
- SQL Server 2008 R2/2012 Reporting Services - 10.50.6000/11.0.6020.0

## **EXHIBIT B – Required Documentation Form**

### **Project and Work Experience**

**4.1.2** The Vendor must provide a DBA Contractor with a minimum of two (2) years of paid experience working on projects in the Correctional System and in Government sector. The DBA Contractor must provide details of experience in participating in the following:

- Designing, implementation, administration, monitoring, tuning, backup, migration, and providing support for the initial architecture of the database,
- Designing and documenting database architecture and data modeling,
- Designing data warehousing and a business intelligence platform,
- Building database schemes, tables, procedures, and permissions,
- Setting up the data sharing processes as well as enabling disk partitioning,
- Creating shell scripts for task automation,
- Creating and executing data management languages in Microsoft SQL Servers, Databases, and MS Access to Servers,
- Providing ongoing development, upgrade, modification, and maintenance of a Microsoft SQL Server Database.

**The DBA Contractor must provide project information, their role, utilized skillsets from section 4.1.1 and experience in participating the design, development, implementation, and support as described in section 4.1.2.**

**Please complete your information. Do not handwrite the information below.**



**EXHIBIT B – Required Documentation Form**

**Section 4.1.2 - Correctional System**

**Previous Project: Offender Information System (OIS), DOC VINE**

**Project Start Date: 01/14/2013**

**Date Completed: 12/05/2015**

**Project Description: As a DBA for OIS Project Designed, implemented, administration, monitoring, tuning, backup, migration, and providing support for the initial architecture of the OIS database, Designed and documented database architecture and data modeling, data warehousing and a business intelligence platform. Created database schemes, tables, procedures, and permissions. Setting up the data sharing processes as well as enabling disk partitioning. Created shell scripts for task automation and executing data management languages in Microsoft SQL Servers, Databases, and MS Access to Servers. Providing ongoing development, upgrade, modification, and maintenance of a Microsoft SQL Server Database. Experienced and knowledge in data integration issues using Scribe Insight and VINE integration process. Securely transferring OIS CRM DOC data to Appriss Inc. WVOT Development team involved in Data Conversion, Reports, Workflows, Dialogs, Mail Merges, Dashboards, and Views of the application. Reports will be SSRS, Report Wizard, Advanced Find, Views, Export to Excel, Dynamic Pivot Tables, Mail Merges, Charts, or Dashboards.**

**Created SCRIBE integration packages for data consolidation of three SQL Server databases into single CRM 2011 database.**

**Created CRM 2011/2013 databases and Scribe Insight databases utilizing the scribe & SQL toolset. Performed data migration packages using Scribe Insight. Imported data through data management tool set within Microsoft Dynamics CRM 2011/2013. Worked on Microsoft Dynamics CRM 2011/2013, including filters, advance finds, views. Managed and maintained Microsoft Dynamics CRM 2011/2013 system jobs using the CRM 2011/2013 Job Editor.**

**Contractor's Role: SQL Server Database Administrator, Developer, BI Developer and System Administrator**

**Skillsets Utilized: Scribe Console - 7.6.2.38821, Scribe Workbench - 7.6.2.38821, Time Matters - 9 & 15, PowerShell-Windows PowerShell 3.0 & 4.0, CRM 2011 -05.00.9690.3911, CRM 2013 - 6.0.0003.0106, Availability Groups - SQL Server 2012/2014, SAN Configuration - Power Path Admiration/Console (version 5.7 SP4 build 607) System Center Monitoring pack for SQL Server 2008 R2/ SQL 2012/ SQL 2014 SQL Sentry Plan Explorer PRO, Resource Governor - SQL Server 2012/2014, Master Data Services - SQL Server 2014, Data Importing from other database sources into SQL Server, Advance Database Query rewriting for OIS and Time Matters to utilize advanced lookup methodology SQL Server Management for handling specific resource utilization, Job Editor Tool - 5.0.9690.3236 EMC Avamar - 6.1.101-87, Red-Gate Data Compare -11.5, SQL Server 2008 - 10.00.6000, Windows Server 2008 R2 - 6.1 Windows Server 2012 - 6.2, SQL Server 2012 - 11.0.6020, SQL Server 2014 -12.0.4100.1, SQL Management Studio -**

**12.0.2000.8, SQL Server 2008 R2/2012 Reporting Services - 10.50.6000/11.0.6020.0**

**Project URL: www.dmapsois.wv.gov ; www.dmapsdjsois.wv.gov**

**Location: WV Office of Technology, Capitol Complex - Building 5, 10th Floor, 1900 Kanawha Blvd E, Charleston, WV 25305**

**Project Manager / Supervisor: Jeremy J Boykin / David Lester**

**Phone Number: 304-380-9492 / 304-957-6861**

**Email Address: Jeremy.J.Boykin@wv.gov / David.R.Lester@wv.gov**

***Note: If more room is needed then attach remaining information on a separate sheet.***

**EXHIBIT B – Required Documentation Form**

**Section 4.1.2 - Government**

**Previous Project: Time Matters 9 & 15, CSAPP, OIS, DOC VINE, Business for West Virginia**

**Project Start Date: 03/23/2009**

**Date Completed: 08/01/2017**

**Project Description:**

**As a SQL Server data base administrator (DBA) in the Application Development Center (ADC) of the WV Office of Technology (WVOT) providing database base support on numerous projects and agencies. Executed and restored backups - both routine and on demand backups. These backups and restores will at times be completed in SQL Server databases using EMC-Avamar. Migrated and transformed data using SQL Server Integration Services. Developed procedures, documentation, and transition knowledge of system management and maintenance for the SQL Server Cluster running WV OIS and Microsoft Dynamics CRM 2011/2013. Performed database analytics and diagnose system health and growing capacity by utilizing SQL Server Reporting Services. Utilize Red-Gate Data Compare version 11.5 to compare data entities**  
**Time Matters 15 – Experienced and knowledge in the Time Matters 15 application which integrated into a Citrix environment. This system is used in 23 Public Defender offices in 23 different counties as a case management, calendaring, document storage, word processing and time-keeping tool. Data from Time Matters is used for annual reports to the WV Legislature.**  
**Controlled Substance Monitoring Program (CSAPP) - Experienced and knowledge on technical and logical workflows in Morphine Equivalent Daily Dose (MEDD) score value to determine patient’s opioid intake per day.**

**Contractor’s Role: SQL Server Database Administrator, Developer, BI Developer and System Administrator**

**Skillsets Utilized: SQL Server 2014/2012/2008R2/2005/2000, SQL Management Studio, SQL Reporting Services**

**2008R2/2012/2014, SQL Server Integration Services, SQL Server Profiler, Time Matters 9 & 15, Microsoft Dynamics CRM 2011/2013, CRM 2011 Job Editor tool, Power Shell 3.0 & 4.0, Always on Availability Groups SQL Server 2012/2014, Power Path Administrator Console, System Center Monitoring pack for SQL Server, SQL Server**

**Plan Explorer PRO, SQL Server resource governor, Master Data Services, Windows 2003/2008/2012 Server, Red Gate**

**Compare/Data Compare/Doc, EMC Avamar, Quest LightSpeed, IBM Tivoli Storage Manager, Idera SQL Diagnostic Manager, Microsoft Visio, MS Access, MS Excel and HEAT ticketing system software**

**Location: WV Office of Technology, Capitol Complex - Building 5, 10th Floor, 1900 Kanawha Blvd E, Charleston, WV 25305**

**Project URL: <https://www.csapp.wv.gov> ; <https://www.business4wv.com>**  
**(if applicable)**

**Project Manager / Supervisor: Tim Phillips / David Lester**

**Phone Number: 304-957-8164 / 304-957-6861**

**Email Address: [Timothy.L.Phillips@wv.gov](mailto:Timothy.L.Phillips@wv.gov) / [David.R.Lester@wv.gov](mailto:David.R.Lester@wv.gov)**

*Note: if more room is needed then attach remaining information on a separate sheet.*

## **EXHIBIT B – Required Documentation Form**

### **Educational Experience**

- 4.1.3** The Vendor must provide a DBA Contractor with a Bachelor of Science degree from an accredited college or university in computer science or related field including but not limited to designing, implementation, administration, monitoring, tuning, backup, migration, and support of the initial architecture database.
- 4.1.3.1** If the Vendor is providing a DBA Contractor with a Bachelor's of Science degree in Computer Science, then they must submit their diploma.
- 4.1.3.2** If the Vendor is providing a DBA Contractor with a Bachelor's of Science degree related field, then they must provide transcripts highlighting the applicable courses.
- 4.1.4** The Vendor must provide a DBA Contractor with the following Microsoft certifications and provide a copy of documentation with bid response.
- 4.1.4.1** Microsoft Certified Professional
- 4.1.4.2** Microsoft Certified IT Professional: Database Administrator 2008
- 4.1.4.3** Microsoft Certified Technology Specialist: SQL Server 2008, Implementation, and Maintenance

### **Application Experience**

**4.2.** The DBA Contractor must have experience working on the following applications:

Check mark and provide date range for the following applications the DBA Contractor has experience working on.

- 4.2.1** WV Offender Information System
- 4.2.1.1.** Knowledge of how data issues are being resolved using Scribe Insight.
- 4.2.1.2.** Knowledge and expertise in VINE (Victim Information and Notification Everyday) integration process and securely transferring WV Offender Information System CRM DOC data to Appriss Inc.

Start Date: 01/14/2013

End Date: 12/05/2015

**EXHIBIT B – Required Documentation Form**

**4.2.2 Case Management System**

**4.2.2.1 Experience and knowledge in the Time Matters 15 application integrated into a Citrix environment.**

**Start Date:** 03/23/2009

**End Date:** 08/01/2017

**4.2.3 Controlled Substance Monitoring Program (CSAPP)**

**4.2.3.1 Knowledge of technical and logical workflows wherein calculate Morphine Equivalent Daily Dose (MEDD) score value to determine patient's opioid intake per day.**

**Start Date:** 09/24/2013

**End Date:** 08/01/2017

**WV STATE GOVERNMENT**

**HIPAA BUSINESS ASSOCIATE ADDENDUM**

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## 2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

**f. Support of Individual Rights.**

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

  - the date of disclosure;
  - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
  - a brief description of the PHI disclosed; and
  - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.



- g. Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyli.htm](http://www.state.wv.us/admin/purchase/vrc/agencyli.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

#### 5. General Provisions/Ownership of PHI.

- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4. b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

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

Name of Associate: Mahantech Corporation

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

Signature: Chang Ayn


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

Title: President

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

Date: 08/02/2017

Form - WVBA-012004  
Amended 06.28.2013

APPROVED AS TO FORM THIS 26<sup>th</sup>  
DAY OF AUGUST 2017  
BY:   
Patrick Markey  
Attorney General

**Appendix A**

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

**Name of Associate:** \_\_\_\_\_

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

**Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.**

## 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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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: Mahantech Corporation

Signed: 

Date: 08/02/2017

Title: President

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Mahantech Corp

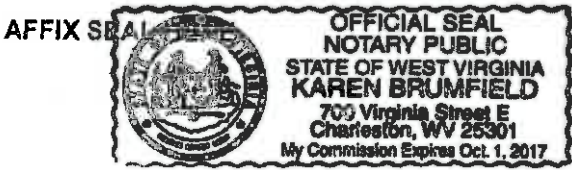
Authorized Signature: [Signature] Date: 08/02/2017

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 2<sup>nd</sup> day of August, 2017.

My Commission expires Oct. 1, 2017.



NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 07/07/2017)



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

State of West Virginia  
 Request for Quotation  
 34 - Service - Prof

Proc Folder: 355577

Doc Description: Addendum #1 Professional Database Administrator (OT18002)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-07-24	2017-08-03 13:30:00	CRFQ 0210 ISC1800000001	2

**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:**

Mahantech Corp  
 405 Capitol ST, Ste 101  
 Charleston WV 25301  
 (304) 720 2246

**FOR INFORMATION CONTACT THE BUYER**

Stephanie L Gale  
 (304) 558-8801  
 stephanie.l.gale@wv.gov

Signature X

*Charles Ayers*

FEIN # 34-1855567

DATE 08/02/2017

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



**ADDITIONAL INFORMATION:**

Addendum #1 issued to:

1. Move bid opening date and time to August 3, 2017 @ 1:30pm.

End of Addendum #1

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Service #1: Professional Database Administrator	2080.00000	HOUR	\$72.00	\$149,760.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

5.1.1 Contract Services #1 - Professional Database Administrator: The Vendor must provide a Professional Database Administrator to provide training and knowledge transfer to current employees working for the Office of Technology in SQL Database and Server Administration.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Optional Renewal Year 2 - Cont. Svc #1: Professional DBA	2080.00000	HOUR	\$72.00	\$149,760.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

5.1.1 Contract Services #1 - Professional Database Administrator: The Vendor must provide a Professional Database Administrator to provide training and knowledge transfer to current employees working for the Office of Technology in SQL Database and Server Administration.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Optional Renewal Year 3 - Cont. Svc #1: Professional DBA	2080.00000	HOURL	\$72.00	\$149,760.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description :**

5.1.1 Contract Services #1 - Professional Database Administrator: The Vendor must provide a Professional Database Administrator to provide training and knowledge transfer to current employees working for the Office of Technology in SQL Database and Server Administration.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		IS&C - CHIEF FINANCIAL OFFICER DEPARTMENT OF ADMINISTRATION BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Optional Renewal Year 4 - Cont. Svc #1: Professional DBA	2080.00000	HOURL	\$72.00	\$149,760.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description :**

5.1.1 Contract Services #1 - Professional Database Administrator: The Vendor must provide a Professional Database Administrator to provide training and knowledge transfer to current employees working for the Office of Technology in SQL Database and Server Administration.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due	2017-07-26

**SOLICITATION NUMBER:** CRFQ ISC180000001  
**Addendum Number: 1**

---

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

Addendum #1 issued to:

1. Move bid opening date and time to August 3, 2017 @ 1:30pm.

End of Addendum #1

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

**Terms and Conditions:**

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0210 ISC 1800000001**

**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.

Mahantech Corp

Company

  
Authorized Signature

08/02/2017

Date

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

Revised 6/8/2012

**EXHIBIT A – Pricing Page**  
**Professional Database Administrator for Offender Information System - OT18002**

Contract Item	Description	Unit of Measure	Estimated Quantity*	Unit Cost	Extended Cost
5.1.1	Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
5.1.1	Optional Renewal Year 2 for Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
5.1.1	Optional Renewal Year 3 for Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
5.1.1	Optional Renewal Year 4 for Contract Service #1: Professional Database Administrator	Per Hour	2080	72.00	149,760.00
<b>Total Cost</b>					<b>599,040.00</b>

\* All quantities / estimated hours are estimates and do not obligate the State of West Virginia or WVOT to this amount.

Vendor Signature:



Date:

08/02/2017

## Suman Gurrapu

Database Administrator Consultant  
West Virginia Office of Technology  
Building 5, 10th Floor  
1900 Kanawha Blvd., E  
Charleston, WV 25305  
Ph: 304-957-6970(work), 678-468-4160(mobile)  
Email: [suman.k.gurrapu@wv.gov](mailto:suman.k.gurrapu@wv.gov)



Database Administrator 2008  
Database Administrator on SQL Server® 2005



SQL Server® 2005  
SQL Server® 2008, Implementation and Maintenance

---

### SUMMARY

Experienced Senior SQL Server Database Administrator with a demonstrated history of working in the government administration industry. Skilled in Databases, Servers, SQL Server Integration Services (SSIS), SQL Server Reporting Services (SSRS), System Administration, High Availability and Disaster Recovery. Strong consulting professional with a **Master's degree** focused in Information Technology from Southern Polytechnic State University and **Bachelor's Degree** from Jawaharlal Nehru Technological University Hyderabad.

### CERTIFICATIONS:

Microsoft Certified IT Professional – Database Administrator  
Microsoft Certified Solutions Expert (MCSE) – SQL Server 2012  
Microsoft Certified Technology Specialist - SQL Server 2008, 2005  
<https://mcp.microsoft.com/authenticate/validate/mcp.aspx>  
(Microsoft Certified Professional ID: 5701696, Transcript ID: 778532, Access Code: 3E010C92)

### PROFESSIONAL EXPERIENCE

State of West Virginia, Department of Administration,  
Office of Technology, State Capitol, Charleston, WV

March 2009 – Present

SQL Server DBA Contractor

### PROJECT WORK DESCRIPTION

As a SQL Server data base administrator (DBA) in the Application Development Center (ADC) of the WV Office of Technology (WVOT) providing database base support on numerous projects and agencies.

From 2009 till present, my roles as a System DBA and SQL Server DBA involved in installation, maintaining and support of **48 physical & cluster servers** and **100+ SQL Server instances** which include production, development and test environments. 700+ databases exist on WVOT SQL farm were all state agencies application databases resides on above servers. Implemented above infrastructure/process successfully and ensuring all database servers are managed to Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO). Experienced in standardize and manage Database Administrator procedures for monitoring database performance, testing, archiving, and optimizing.

To implement above infrastructure/process, communicated with each section/group members of Department of Administration WVOT including Accounts management group, Storage team, WVOT application development team, server team, Network team, Data Center backup team, WVOT Customer Relationship Managers, Project Managers and final end customers. Implemented SQL Server 2012 Always ON and created failover and disaster recovery techniques for above servers & databases as per the WVOT RPO & RTO requirements. Experience in Idera SQL Diagnostic Manager for analyzing SQL Server performance also experienced in SCRIBE data integration software. For WVOT resource utilization using Lite Speed and EMC Avamar tools for backup procedures. Reviewing and validating old SQL Servers and moving to newer version of SQL Servers. Involved in configuring new physical hardware's for WVOT SQL Failover clusters and solely responsible for SQL 2008 R2 & 2012 migration project.

## List of West Virginia State Agencies (Production Support on SQL Server RDBMS using HEAT ticketing software)

- Public Defender Services (**Time Matters Application – Case Management System**)
- Department of Military Affairs and Public Safety (**OIS - Offender Information Systems, RJA Billing system**)
- Board of Pharmacy (**Controlled Substance Monitoring Program**)
- Consolidated Public Retirement Board (CPRB)
- West Virginia Department of Health & Human Resources (DHHR)
- West Virginia Department of Transportation
- Business for West Virginia
- WV Public Employees Insurance Agency (PEIA)
- Division of Natural Resources (DNR)
- Microsoft Dynamics CRM applications DBA support and SSRS reports for **OIS Project (Offender Information System for West Virginia Department of Military Affairs and Public Safety (DMAPS)**)
- WV Department of Corrections (**DOC**) on **VINE (Victim Information and Notification Everyday)**

**Time Matters 15** – Experienced and knowledge in the Time Matters 15 application which integrated into a Citrix environment. This system is used in 23 Public Defender offices in 23 different counties as a case management, calendaring, document storage, word processing and time-keeping tool. Data from Time Matters is used for annual reports to the WV Legislature.

**OIS Application** – Experienced and knowledge in data integration issues using Scribe Insight and VINE integration process. Securely transferring OIS CRM DOC data to Appriss Inc.

WVOT Development team involved in Data Conversion, Reports, Workflows, Dialogs, Mail Merges, Dashboards, and Views of the application. Reports will be SSRS, Report Wizard, Advanced Find, Views, Export to Excel, Dynamic Pivot Tables, Mail Merges, Charts, or Dashboards.

**Controlled Substance Monitoring Program (CSAPP)** - Experienced and knowledge on technical and logical workflows in Morphine Equivalent Daily Dose (MEDD) score value to determine patient's opioid intake per day.

### **Responsibilities:**

- Provided support for all SQL Servers development through production.
- Developed SQL Server implementation plan and strategy for upgrading SQL Server 2000, 2005, 2008, 2008 R2 servers to SQL Server 2012 and 2014.
- Designed and documented SQL Server databases architecture and data modeling, includes data warehousing and business intelligence tools.
- Maintained Microsoft Dynamics CRM 2011,2013 & SCRIBE insight databases using CRM Job editor tool and SQL scripts.
- Created SCRIBE integration packages for data consolidation of three SQL Server databases into single CRM 2011 database.
- Experienced in standardize and manage Database Administrator procedures for monitoring database performance, testing, archiving, and optimizing.
- Expertise in validation and implementation of T-SQL, PL/SQL, Stored procedures, triggers, functions & packages.
- Created PowerShell scripts for SQL Server jobs automation and system administration tasks.
- Extensive experience with Dynamic management views, DML and functions to monitor the health of a server instance, diagnose problems, and tune databases and servers for better performance.
- Good in planning and allocating Storage Capacity structures and security architecture residing databases on SAN storage. Setting up the data sharing processes and enabling disk partitioning on clusters.
- Conducted hardware requirements and storage capacity planning for production servers for scalable database growth
- Installed, Configured and Upgraded SQL Server 2000/2005/2008/2008 R2/2012 & 2014
- Performed database backups ensuring that all databases are backed up on a regular basis by monitoring full, differential, transaction log backups for OLTP, Warehouse, and business object repositories
- Re-engineered and performance tuned code to utilize more set based processing and accordance with best practices.
- Worked with the help desk personnel to support end user PC software configurations and connectivity to the servers for client server based applications utilizing TCP/IP and Named Pipes Protocols.
- Created database backups using Quest LiteSpeed tool.
- Created and managed databases, schemas, tables, views, indexes and declarative integrity constraints
- Created partitions on tables, indexes and placed on a designated filegroups
- Restored and troubleshooted databases with data consistency/torn page problems

- Scheduled and monitored all maintenance activities of SQL Server 2005/2008/2008R2/2012 including database consistency check, index defragmentation using DBCC commands, Maintenance Plan Wizard and SQL Server Agent.
- Developed disaster recovery plans for production servers
- Implemented and maintained required level of security integrity controls (logins/roles) for all production and test databases
- Responsible for database monitoring, troubleshooting, performance tuning, high-availability strategies with SQL Server 2008, 2012 and 2014 in a production environment
- Maintained high availability by using Snapshot and Transactional replication between database servers
- Installed and maintained database applications to improve processing performance including applying upgrades, patches, and bug fixes in all database instances
- Used performance monitor and SQL profiler to identify performance problems on servers experiencing bottlenecks.
- Responsible for Configuration and Importing and Exporting Data from MS SQL Server using Data Transformation Services (DTS) and SSIS packages.
- Created and maintained database documentation of SQL server standard operations and procedures using Red gate SQLdoc.

### **Implementation of Communication skills, Analysis skills and Team Lead experience in Office of Technology**

- Translated complex technical information into easily understandable language/documentation.
- Reviewed systems analysis documents and created a logical and physical database design.
- Worked in a team environment (supported peer-DBAs, systems analysts, and application developers in order to design and develop the most efficient databases possible for the organization).
- Accepted a variety of assignments, including analysis and maintenance, with equal enthusiasm.

### **WVOT Technical Environment**

SQL Server 2014/2012/2008R2/2005/2000, SQL Management Studio, SQL Reporting Services 2008R2/2012/2014, SQL Server Integration Services, SQL Server Profiler, SCRIBE Insight (Console & Workbench), Microsoft Dynamics CRM 2011/2013, CRM 2011 Job Editor tool, Time Matters 9 & 15, Power Shell 3.0 & 4.0, Always on Availability Groups – SQL Server 2012/2014, Power Path Administrator Console, System Center Monitoring pack for SQL Server, SQL Server Plan Explorer PRO, SQL Server resource governor, Master Data Services, Windows 2003/2008/2012 Server, Red Gate Compare/Data Compare/Doc, EMC Avamar, Quest LightSpeed, IBM Tivoli Storage Manager, Idera SQL Diagnostic Manager, Microsoft Visio, MS Access, MS Excel and HEAT ticketing system software

### **Idhasoft Technologies**

Norcross, GA

SQL Server DBA

Aug 2006 – March 2009

#### **Responsibilities:**

- Production Infrastructure DBA Support - Responsible for administration of almost a hundred instances comprising of several hundreds of databases with sizes up to 1 Terabyte.
- Installed, Configured and Upgraded SQL Server 2000/2005.
- Performed database backups ensuring that all databases are backed up on a regular basis by monitoring full, differential, transaction log backups for OLTP, Warehouse, and business object repositories.
- Restoring databases as requested. Recover/restore as necessary, troubleshooted databases with data consistency/torn page problems.
- Responsible for database monitoring, troubleshooting, performance tuning, high-availability strategies with SQL Server 2000 and 2005 in a production environment.
- Scheduled and monitored all maintenance activities of SQL Server 2000/2005 including database consistency check, index defragmentation using DBCC commands and Maintenance Plan Wizard.
- Developed disaster recovery plans for production servers.
- Running of performance monitor, SQL profiler to identify performance problems on servers experiencing bottlenecks.
- Planned and implemented long-term capacity planning and infrastructure changes to maximize performance for all database components.
- Responsible for Installing, Monitoring and maintaining cluster servers.
- Set up IIS 6.0 on windows servers.
- Provided 24X7 on call support for database issues.
- Wrote and maintained database documentation of SQL server standard operations and procedures.

**Environment:** SQL Server 2005, SQL Server 2000, Windows 2003 Server, Windows XP, IIS 6.0, Red Gate, Spotlight.



**Responsibilities:**

- Participated in all the Life Cycle phases including requirement analysis, Client Interaction Design, Coding, Testing, Support and Documentation.
- Created Functional Specification document and High-level design document.
- Developed Oracle Stored Procedures, Functions and Packages to effectively incorporate Business rules.
- Worked extensively with Composite data types, Cursors and Dynamic SQL.
- Tuned SQL queries for Oracle database systems.
- Involved in SQL Tuning by creation of indexes, rebuilding Indexes using Explain Plan, SQL Trace and TKPROF Tools
- Configuring ODBC connectivity for new instances and clients.
- Re-organization of databases and managing the databases for optimum performance levels.
- Developed and Implemented database objects like table spaces, segments, sequences, tables, views, stored procedures, functions and packages.
- Developed triggers to enforce Integrity constraints, cursors for data extraction and to carry out updates of new fields, and exceptions for run-time error handling.
- Partitioned very large database tables using list partitioning to improve performance
- Created Use Case diagrams and Sequence diagrams using UML

**Environment:** Oracle9i, J2ME, UML, Nokia 9500 Mobile, Wi-Fi Technology.

# Southern Polytechnic State University

## University System of Georgia

Upon satisfactory completion of the course of study prescribed by The Board of Regents  
of the University System of Georgia, and upon recommendation of the Faculty,

Suman Gurrapu

Is awarded the Degree of

Master of Science  
Information Technology

Given in recognition of that accomplishment  
the twelfth day of December, two thousand seven.

  
Chancellor of the University System

  
Registrar



  
President

  
Vice President for Academic Affairs

Student No: [REDACTED] Date of Birth: [REDACTED]

Date Issued: 18-DEC-2007  
 USE  
 Page: 1

Issued To: SUMAN GURRAPU  
 OFFICIAL ISSUED TO STUDENT

Record of: Suman Gurrapu  
 [REDACTED]

SUBJ NO. COURSE TITLE CRED GRD PTS R

INSTITUTION CREDIT:  
 Fall 2006

Information Technology  
 IT 6643 Issues in Information Mgt 3.00 C 6.00  
 IT 6683 Management of IT 3.00 B 9.00  
 SWE 6623 Software Engineering I 3.00 A 12.00  
 Term: Ehrs: 9.00 GPA-Hrs: 9.00 Pts: 27.00 GPA: 3.00  
 TReg: Ehrs: 9.00 GPA-Hrs: 9.00 Pts: 27.00 GPA: 3.00  
 Good Standing 1

Spring 2007

Information Technology  
 CS 6323 Human Factors 3.00 A 12.00  
 IT 6833 Wireless Security 3.00 A 12.00  
 IT 7833 IT Strategy and Policy 3.00 A 12.00  
 SWE 6903 SpTp-SoftwareTesting&Evolution 3.00 A 12.00  
 Term: Ehrs: 12.00 GPA-Hrs: 12.00 Pts: 48.00 GPA: 4.00  
 TReg: Ehrs: 12.00 GPA-Hrs: 12.00 Pts: 48.00 GPA: 4.00  
 Good Standing 1

Summer 2007

Information Technology  
 IT 6403 Windows Application Develop 3.00 B 9.00  
 SWE 6633 Software Project Management 3.00 A 12.00  
 Term: Ehrs: 6.00 GPA-Hrs: 6.00 Pts: 21.00 GPA: 3.50  
 TReg: Ehrs: 6.00 GPA-Hrs: 6.00 Pts: 21.00 GPA: 3.50  
 Good Standing 1

Fall 2007

Information Technology  
 CS 6023 Research Methods & Presentation 3.00 A 12.00  
 IT 6753 Adv Web Concepts & Apps 3.00 B 9.00  
 MGNT 6025 Managing Technical Professionals 3.00 B 9.00  
 Term: Ehrs: 9.00 GPA-Hrs: 9.00 Pts: 36.00 GPA: 3.33  
 TReg: Ehrs: 9.00 GPA-Hrs: 9.00 Pts: 36.00 GPA: 3.33  
 Good Standing 1

\*\*\*\*\* CONTINUED ON PAGE 2 \*\*\*\*\*

Student Type: Continuing-Reg. Office

Current Program:  
 Major : Information Technology

Degree Awarded : MS in Information Technology 12-DEC-2007  
 Major : Information Technology

Previous College(s):  
 Jawaharal Nehru Technological, 01-APR-05

SUBJ NO. COURSE TITLE CRED GRD PTS R

TRANSFER CREDIT ACCEPTED BY THE INSTITUTION:  
 Spring 2006 Credit By Exam\Experience-Inst

CS 5153 Database Systems 3.00 KT  
 IT 1113 Programming Principles 3.00 KI  
 IT 5113 Advanced Programming & Appl 3.00 KT  
 IT 5133 Data Communications & Network 3.00 XT  
 MGNT 5773 Managerial Decision Making 3.00 KT  
 Ehrs: 15.00 GPA-Hrs: 0.00 Pts: 0.00 GPA: 0.00  
 Spring 2007 Credit By Exam\Experience-Inst

IT 5123 Web Development 3.00 KT  
 MGNT 5653 Financial Decision Making 3.00 KT  
 Ehrs: 6.00 GPA-Hrs: 0.00 Pts: 0.00 GPA: 0.00

\*\*\*\*\* CONTINUED ON NEXT COLUMN \*\*\*\*\*

AN OFFICIAL SIGNATURE IS WHITE WITH A GREEN BACKGROUND

REJECT DOCUMENT IF SIGNATURE BELOW IS DISTORTED

Partisan to the Family Rights and Privacy Act of 1974, information contained herein shall not be released to a third party without the written authorization of the student.

[Signature]  
 Stephen A. Hamrick  
 Registrar



This officially certified document is subject to review by the Registrar's Office. If you have any questions, please contact the Registrar's Office. This document is not valid if the signature is not white with a green background. What appears to be a copy of this document is not valid and should not be accepted.

# SOUTHERN POLYTECHNIC STATE UNIVERSITY

A UNIT OF THE UNIVERSITY SYSTEM OF GEORGIA  
OFFICE OF THE REGISTRAR • 1100 SOUTH MARIETTA PARKWAY  
MARIETTA, GEORGIA 30060-2896

Student No. [REDACTED] Date of Birth: [REDACTED]

Date Issued: 18-DEC-2007  
USG  
Page: 2

Record of: Suman Gurrapu

***** BEGIN	GRADUATE-SEMESTER			TOTALS *****
	Earned Hrs	GPA Hrs	Points	GPA
TOTAL INSTITUTION	36.00	36.00	126.00	3.50
TOTAL TRANSFER	21.00	0.00	0.00	0.00
OVERALL	57.00	36.00	126.00	3.50
***** END	GRADUATE-SEMESTER			TOTALS *****
*****	END OF TRANSCRIPT			*****



AN OFFICIAL SIGNATURE IS WHITE WITH A GREEN BACKGROUND

REJECT DOCUMENT IF SIGNATURE BELOW IS DISTORTED

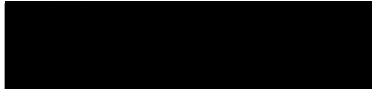
Pursuant to the Family Rights and Privacy Act of 1974, information contained herein shall not be released to a third party without the written authorization of the student.

  
Stephen A. Hamrick  
Registrar  
  
This officially created and signed transcript is printed on green "SCRIP-BASED" paper with the name of the University printed in white type above the line of the document. A red wax seal is not required. When processing the work COPY should appear. A BLACK OR WHITE OR A COLOR COPY SHOULD NOT BE ACCEPTED.

Last Activity Recorded : December 23, 2014  
 Microsoft Certification ID : 5701696



SUMAN GURRAPU



**ACTIVE MICROSOFT CERTIFICATIONS:**

**Microsoft Certified Professional**

Certification Number : [REDACTED] Achievement Date : 12/23/2014  
 Certification/Version : Microsoft Certified Professional

**Microsoft® Certified IT Professional**

Certification Number : [REDACTED] Achievement Date : 10/29/2011  
 Certification/Version : Database Administrator 2008

Certification Number : [REDACTED] Achievement Date : 01/17/2008  
 Certification/Version : Database Administrator on SQL Server 2005

**Microsoft® Certified Technology Specialist**

Certification Number : [REDACTED] Achievement Date : 10/29/2011  
 Certification/Version : SQL Server 2008, Implementation and Maintenance

Certification Number : [REDACTED] Achievement Date : 08/10/2007  
 Certification/Version : SQL Server 2005

**MICROSOFT CERTIFICATION EXAMS COMPLETED SUCCESSFULLY :**

Exam ID	Description	Date Completed
459	Transition your MCITP on SQL Server 2008 to MCSE: Data Platform	Dec 23, 2014
453	UPGRADE: Transition your MCITP Database Administrator Skills to MCITP Database Administrator 2008	Oct 29, 2011
444	PRO: Optimizing and Maintaining a Database Administration Solution by Using Microsoft SQL Server™ 2005	Jan 17, 2008
443	PRO: Designing a Database Server Infrastructure by Using Microsoft SQL Server™ 2005	Jan 10, 2008
431	TS: Microsoft SQL Server™ 2005 - Implementation and Maintenance	Aug 10, 2007