



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

Header 7

List View

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Procurement Folder: 986667

Procurement Type: Central Master Agreement

Vendor ID: VS0000038779

Legal Name: SQL DATA Solutions Inc

Alias/DBA:

Total Bid: \$407.00

Response Date: 03/03/2022

Response Time: 11:34

Responded By User ID: Sqldatasolutions

First Name: Thomas A

Last Name: Affee

Email: info@sqldatasolutionsinc

Phone: 516-358-1998

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000122

Published Date: 2/24/22

Close Date: 3/3/22

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO\_1 WVDOT IT Temporary Staffing Services

Total of Header Attachments: 7

Total of All Attachments: 7



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 986667  
**Solicitation Description:** ADDENDUM NO\_1 WVDOT IT Temporary Staffing Services(81220053)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-03 13:30	SR 0803 ESR03032200000005346	1

**VENDOR**  
VS0000038779  
SQL DATA Solutions Inc

**Solicitation Number:** CRFQ 0803 DOT2200000122  
**Total Bid:** 407  
**Response Date:** 2022-03-03  
**Response Time:** 11:34:51  
**Comments:**

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

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Mainframe Application Analyst				69.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mainframe Application Analyst				55.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Application Oracle Database Administrator				69.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Application Oracle Database Administrator				55.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application DB2 Database Administrator				64.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Application DB2 Database Administrator				50.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	PC Programmer Analyst				45.00

Comm Code	Manufacturer	Specification	Model #
80111609			

Commodity Line Comments:

Extended Description:

PC Programmer Analyst

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2200000122**

**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 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.

SQL DATA Solutions Inc

Company

Authorized Signature

03-03-2022

Date

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

## Exhibit A - Pricing Page

### WVDOT Information Technology Staffing Services RFQ(81220053)

Contract Item	Description	Est. Qty.	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost	Year 4 Unit Cost	Extended Cost
4.1.1	Senior Mainframe Application Analyst	2080	EA	\$69.00	\$69.00	\$69.00	\$69.00	\$574,080.00
4.1.2	Mainframe Application Analyst	2080	EA	\$55.00	\$55.00	\$55.00	\$55.00	\$457,600.00
4.1.3	Senior Application Oracle Database Administrator	2080	EA	\$69.00	\$69.00	\$69.00	\$69.00	\$574,080.00
4.1.4	Application Oracle Database Administrator	2080	EA	\$55.00	\$55.00	\$55.00	\$55.00	\$457,600.00
4.1.5	Senior Application DB2 Database Administrator	2080	EA	\$64.00	\$64.00	\$64.00	\$64.00	\$532,480.00
4.1.6	Application DB2 Database Administrator	2080	EA	\$50.00	\$50.00	\$50.00	\$50.00	\$416,000.00
4.1.7	Programmer Analyst	2080	EA	\$45.00	\$45.00	\$45.00	\$45.00	\$374,400.00
Grand Total								\$948,480.00

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 WV Purchasing Division as Change Orders for subsequent years.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

*D.S.V. [Signature]*

**Vendors Signature:**



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WVDOT Information Technology Temporary Staffing Services (81220053)

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish multiple open-end contracts for information technology temporary technical staffing services. This contract shall cover for the following position classifications:

1. Senior Mainframe Application Analyst
2. Mainframe Application Analyst
3. Senior Application Oracle Database Administrator
4. Application Oracle Database Administrator
5. Senior Application DB2 Database Administrator
6. Application DB2 Database Administrator
7. PC Programmer Analyst

The position classifications listed above are to provide for the technical expertise to meet the contracted staffing needs for all entities within the West Virginia Department of Transportation for support of the department's IT efforts. These services would be used to develop modifications and enhancements to the computer systems for the end-user State agency, as well as mentor, provide technical training and support and provide "shadowing" opportunities for State analysts, among other tasks as defined by the end-user State agency on its Delivery Order for the services.

Though the majority of the requested services are likely to be for work in the metro-Charleston, WV area, during the life of the contract, the end-user Agency may be located in, and may request services be provided in the entire State of West Virginia.

**BACKGROUND & CURRENT OPERATING ENVIRONMENT:** The end-user Agencies manage many systems (some specifically designed for the Agencies) that support various applications for the State of West Virginia. These systems have varying platforms. Mainframe - DB2 and VSAM. Client server- Visual Studio, both Microsoft SQL Server and Oracle databases. At times, these Agencies require additional technical expertise and support to accomplish specific project goals for these systems. Currently our main need is for assistance with the mainframe environment.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

**2.1 "Contract Services"** means providing temporary staffing services for the list of classifications identified in Section 1 (above) and/or Section 4.1 (below) as more fully described in these specifications.

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**2.2 “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.

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

**2.4 “DB2”** means IBM’s DB2 database software.

**2.5 “VSAM”** means Virtual Storage Access Method which is used for IBM’s mainframe computer system.

**2.6 “Oracle”** is an object-relational database developed by Oracle Corporation.

**2.7 “Microsoft SQL Server”** is a relational database developed by Microsoft.

**2.8 “Visual Studio”** is a source code editor that runs on the Windows operating system for personal computers.

**2.9 “.NET”** means Microsoft’s .NET or .NET Framework software.

**2.10 “SDLC”** means Software or Systems Development Life Cycle, a standard term to describe the process of planning for, creating, testing, and deploying software or systems applications.

**3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendors shall be in business a minimum of five (5) years, providing similar information technology services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.

3.2. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid.

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**4. MANDATORY REQUIREMENTS:**

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

**4.1.1 Senior Mainframe Application Analyst:**

- 4.1.1.1** Senior Mainframe Application Analyst must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience required.
- 4.1.1.2** Senior Mainframe Application Analyst must have a minimum of five (5) years of Mainframe Application development experience using COBOL, CICS, and JCL.
- 4.1.1.3** Senior Mainframe Application Analyst must have a minimum of five (5) years of Relational Database experience.
- 4.1.1.4** Senior Mainframe Application Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.1.5** Senior Mainframe Application Analyst must have a minimum of three (3) years of experience as a lead analyst or in a senior analyst role.
- 4.1.1.6** Senior Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

**4.1.2 Mainframe Application Analyst:**

- 4.1.2.1** Mainframe Application Analyst must have a minimum of three (3) years of Mainframe Application development experience using COBOL, CICS and JCL.
- 4.1.2.2** Mainframe Application Analyst must have a minimum of three (3) years of Relational Database experience.

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**4.1.2.3** Mainframe Application Analyst must have a minimum of three (3) years of Analysis and Design experience.

**4.1.2.4** Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

**4.1.3 Senior Application Oracle Database Administrator:**

**4.1.3.1** Senior Application Oracle Database Administrator must be an Oracle Database Administrator Certified Professional.

**4.1.3.2** Senior Application Oracle Database Administrator must have a minimum of ten (10) years of experience with the maintenance and management of Oracle database systems.

**4.1.3.3** Senior Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of six (6) years of equivalent work experience.

**4.1.3.4** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an Oracle database.

**4.1.3.5** Senior Application Oracle Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).

**4.1.3.6** Senior Application Oracle Database Administrator must have a minimum of five (5) years in optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.

**4.1.3.7** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.

**4.1.3.8** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.

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- 4.1.3.9** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.
- 4.1.3.10** Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience with the utilization and administration of Oracle Warehouse Builder.
- 4.1.3.11** Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.

**4.1.4 Application Oracle Database Administrator:**

- 4.1.4.1** Application Oracle Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of Oracle database systems.
- 4.1.4.2** Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of three (3) years of equivalent work experience.
- 4.1.4.3** Application Oracle Database Administrator must have a minimum of two (2) years of experience in providing connectivity to an Oracle Database.
- 4.1.4.4** Application Oracle Database Administrator must have a minimum of two (2) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).
- 4.1.4.5** Application Oracle Database Administrator must have a minimum of two (2) years in optimizing SQL execution for Oracle SQL procedures, functions, packages, and triggers.
- 4.1.4.6** Application Oracle Database Administrator must have a minimum of two (2) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.
- 4.1.4.7** Application Oracle Database Administrator must have a minimum of two (2) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.

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**4.1.5 Senior Application DB2 Database Administrator:**

- 4.1.5.1** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of DB2 database systems.
- 4.1.5.2** Senior Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience.
- 4.1.5.3** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions to a DB2 database.
- 4.1.5.4** Senior Application DB2 Database Administrator must have a minimum of five (5) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.5.5** Senior Application DB2 Database Administrator must have a minimum of five (5) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.5.6** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.5.7** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.
- 4.1.5.8** Senior Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

**4.1.6 Application DB2 Database Administrator:**

- 4.1.6.1** Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an

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accredited institution or a minimum of six (6) years of equivalent work experience.

- 4.1.6.2** Application DB2 Database Administrator must have a minimum of four (4) years of experience with the maintenance and management of DB2 database systems.
- 4.1.6.3** Application DB2 Database Administrator must have a minimum of three (3) years of experience in managing permissions to a DB2 database.
- 4.1.6.4** Application DB2 Database Administrator must have a minimum of three (3) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.6.5** Application DB2 Database Administrator must have a minimum of three (3) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.6.6** Application DB2 Database Administrator must have a minimum of three (3) years of experience in Data Modeling.
- 4.1.6.7** Application DB2 Database Administrator must have a minimum of three (3) years of experience developing and performing disaster recovery procedures.
- 4.1.6.8** Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

**4.1.7 PC Programmer Analyst:**

- 4.1.7.1** Programmer Analyst must have a minimum of a Bachelor's degree from an accredited college or university in computer science or related field including but not limited to business data programming, business systems analysis, computer servicing technologies, information systems management, data processing or computer engineering, **OR** a minimum of an associate's degree and eighteen (18) months of equivalent work experience **OR** a minimum of three (3) years equivalent work experience.

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- 4.1.7.2** Programmer Analyst must have a minimum of three (3) years of experience with database management, documentation project control techniques, data processing concepts and equipment usage.
- 4.1.7.3** Programmer Analyst must have a minimum of three (3) years of experience developing and maintaining complex systems and evaluate and analyze system requests to develop work plans for systems development and maintenance.
- 4.1.7.4** Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

## **4.2 VENDOR RESPONSIBILITIES**

- 4.2.1** Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by the Agency, Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.
- 4.2.2** Successful vendors must provide staffing as requested by the Agency. Assignments also may be for a specified period of time and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from the Agency, or consistently being unresponsive to Agency's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3** Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.
- 4.2.4** Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered



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(ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.

**4.2.5** Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.

**4.2.6** Successful vendor having the first priority contract for any classification required by the Agency will be contacted first and will have 48 hours (2 business days) to **acknowledge the initial contact request for staffing** (in writing, by a means dictated by the Agency on the initial contact request, but likely by email or fax), and **must inform the Agency if they are able or unable to fulfill the request**. If unable to supply a candidate at the time, Vendor must provide a written waiver to the Agency within this same 48 hours (2 business days) timeframe. Failure to provide a written waiver will serve as a waiver as it pertains to the Agency's ability to proceed to contacting lower priority vendors. However, repeated failure to provide a written waiver may be grounds for cancellation of a vendor's entire contract (ie, all awarded classifications).

If able to supply candidate(s), Vendor must provide to the Agency a list of potential candidates for staffing needs within 2 weeks (10 business days) of the initial notification of need. Vendors must provide all documentation for every candidate who indicates they meet the requirements for the classification, including a qualifications document, template supplied by the agency, and resumes. Vendors may send multiple resumes so the agency may choose the most appropriate candidate.

Should a vendor not respond within the allowed number of days from the original notice of the Agency need (eg, 2 days to confirm/waiver a request; 10 business days to provide a list of candidates), the vendor with the second priority contract and other priority vendors for the classification will be contacted and given the opportunity to provide needed staffing. Evaluation will be completed in order of priority.

This second vendor will follow the same process as the first vendor; then the third vendor, and so on, until either a vendor successfully provides a staffing candidate, or all vendors qualifying for award of a contract for that classification are contacted. No second opportunity to meet the need will be given to any vendor until all vendors have been contacted in order of award.

The Vendor's provided candidate must consistently perform the contracted duties as outlined in these specifications or in the project-specific scope included within any Delivery Order. The Agency will notify the awarded vendor if a Vendor's employee fails to consistently perform the contracted duties. The Agency may, as part of this notification, request the Vendor replace the candidate; if so, the Vendor has 2 weeks (10 business days) from this notification to provide the qualifications

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for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.

- 4.2.7** The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.
- 4.2.8** If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to the Agency a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that the agency may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If the Agency needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).
- 4.2.9** Successful Vendors and candidates must comply with all Agency policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by the Agency.

### **4.3 DUTIES AND RESPONSIBILITIES OF THE AGENCY**

- 4.3.1 Ordering Procedure:** Agency will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. Agency may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; the Agency has full discretion on how they wish to organize and issue notifications to the Vendor with

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current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of the Agency (ie, the Agency should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, the Agency requires two Mainframe Application Analyst for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification.

Upon receipt of required documents, interviews will be conducted, and review of qualifications will be performed by the Agency in order to verify the candidate meets the requirements for the requested classification.

After the Agency has chosen the candidate from those provided by the Vendor, the Agency will notify the vendor for a signed, dated quote (see Vendor Responsibilities, above), then complete a Delivery Order noting the Candidate, the Hourly Rate, the Quantity of Hours required for the project, start and end dates for the Delivery Order/Project, and any other information or requirements pertinent to the project for each classification requested.

Delivery Orders in excess of \$250,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Orders of \$250,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in wvOASIS).

- 4.3.2** Successful Vendor(s)' candidate shall work under Agency supervision. The Agency shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at the Agency.
- 4.3.3** Agency reserves the right to terminate the candidate selected for a position providing services to the Agency without cause if it is determined to be in the best interest and well-being of the Agency. Termination would occur by cancellation of the remainder of the Delivery Order and does not require prior notification to the Vendor.
- 4.3.4** 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

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Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS – <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

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

Prior to utilizing the services available under this contract, each agency 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 each agency 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.

- 4.3.5** It is the sole responsibility of the Agency to insure that they are notifying the appropriately prioritized vendor for each classification; the Vendor is not responsible for determining if the Agency has acquired the necessary waiver from, or documented the non-responsiveness of, any other vendor in order for them to be appropriately contacting the current Vendor.

## **5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to ensure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An

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indicator of “1” on the spreadsheet contract Pricing Synopsis shall indicate First Priority; “2” shall indicate Second Priority, etc.

**5.2 Pricing Page:** Vendor should complete the Pricing Page by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. 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. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a “no bid” or “N/A” on their bid. Vendors may opt to bid different hourly rates for each renewal year.

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: John.W.Estep@wv.gov.

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

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9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

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

<b>Contract Manager:</b>	<u>Gorla Satya</u>
<b>Telephone Number:</b>	<u>516-358-1998</u>
<b>Fax Number:</b>	<u>509-355-2910</u>
<b>Email Address:</b>	<u>info@sqldatasolutionsinc.com</u>

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on the effective start date listed on the first page of this Contract and the initial term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **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. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

**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 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

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

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV  
1900 Kanawha Blvd. E., Bldg. 5  
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

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

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

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

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

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

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

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR 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.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.



**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

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

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES –** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**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.

Dorasetti Anupriya

(Name, Title)

Dorasetti Anupriya

(Printed Name and Title)

450 N University Avenue , Suit 203, Provo , UTAH 84601

(Address)

516-358-1998 / 509-355-2910

(Phone Number) / (Fax Number)

info@sqldatasolutionsinc.com

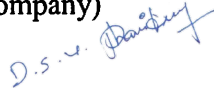
(email address)

**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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

SQL DATA Solutions Inc

(Company)



D.S.V Phani Kiran / Manager

(Authorized Signature) (Representative Name, Title)

D.S.V Phani Kiran / Manager

(Printed Name and Title of Authorized Representative)

03-02-2022

(Date)

516-358-1998 / 509-355-2910

(Phone Number) (Fax Number)



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

State of West Virginia  
Centralized Request for Quote  
Service - Prof

**Proc Folder:** 986667

**Doc Description:** ADDENDUM NO\_1 WVDOT IT Temporary Staffing Services(81220053)

**Reason for Modification:**

Addendum No\_1  
Vendor Questions and responses  
Attach revised Pricing Page with  
Formulas

**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-24	2022-03-03 13:30	CRFQ 0803 DOT2200000122	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000038779

**Vendor Name :** SQL DATA Solutions Inc

**Address :** 450 N University Avenue , Suit 203

**Street :**

**City :** Provo

**State :** UTAH

**Country :** USA

**Zip :** 84601

**Principal Contact :** D.S.V Phani Kiran

**Vendor Contact Phone:** 509-355-2910

**Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor**

**Signature X**

**FEIN#** 26-2858253

**DATE** 03-02-2022

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

**ADDITIONAL INFORMATION**

ADDENDUM NO\_1

Addendum No\_1 issued to Publish and Distribute the attached Information to the Vendor Community.

**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish multiple open-end contracts for information technology temporary technical staffing services. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Mainframe Application Analyst		2080	\$ 69.00	\$143,520

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**

Senior Mainframe Application Analyst

INVOICE TO		SHIP TO	
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720		DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mainframe Application Analyst		2080	\$ 55.00	\$ 114,400

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**

Mainframe Application Analyst

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Application Oracle Database Administrator		2080	\$ 69.00	\$143,520

Comm Code	Manufacturer	Specification	Model #
80111609			

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

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Application Oracle Database Administrator		2080	\$ 55.00	\$ 114,400

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application Oracle Database Administrator

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application DB2 Database Administrator		2080	\$64.00	\$ 133,120

Comm Code	Manufacturer	Specification	Model #
80111609			

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

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Application DB2 Database Administrator		2080	\$ 50.00	\$ 104,000

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
Application DB2 Database Administrator



INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	PC Programmer Analyst		2080	\$ 45.00	\$ 93,600

Comm Code	Manufacturer	Specification	Model #
80111609			

**Extended Description:**  
PC Programmer Analyst

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-02-24

	Document Phase	Document Description	Page 6
DOT2200000122	Final	ADDENDUM NO_1 WVDOT IT Temporary Staffing Services( 81220053)	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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 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: SQL Data Solutions Inc

Authorized Signature: D. S. V. Davis Date: 12/8/2021

State of UTAH

County of UTAH, to-wit:

Taken, subscribed, and sworn to before me this 8 day of DECEMBER, 2021.

My Commission expires May 24, 2025

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

Meg Moulton

Purchasing Affidavit (Revised 01/19/2018)



**State of West Virginia  
Centralized Request for Quote**

**Service – Prof**

**WVDOT IT Temporary Staffing Services (81220053)**



**Request for Quote: CRFQ 0803 DOT2200000122**

**Submitting To:**

John W Estep

304-558-2566

john.w.estep@wv.gov

Department of Administration

Purchasing Division

2019 Washington ST E

Charleston WV 25305

US

**Submitted By:**

Satya Gorla

Contracts Manager

SQL DATA SOLUTIONS INC

450 N University Ave, Suite 203

Provo, Utah 84601

Phone: 516-358-1998

Fax: 509-355-2910



March 3rd, 2022  
John W Estep  
304-558-2566  
john.w.estep@wv.gov  
Department of Administration  
Purchasing Division  
2019 Washington ST E  
Charleston WV 25305  
US

**Subject:** Request for Quote: CRFQ 0803 DOT2200000122, WVDOT IT Temporary Staffing Services (81220053), Department of Administration, Purchasing Division, Charleston WV.

Dear John,

SQL Data Solutions Inc. (hereafter SDI.) is pleased to submit its technical and cost proposal through this transmittal letter to the Quote for WVDOT IT Temporary Staffing Services (81220053), Department of Administration, Purchasing Division, Charleston WV.

We provide an affordable and flexible DBA solution to fit your unique needs. Our services range from 24x7 monitoring and preventative maintenance to performance tuning, backup and recovery, and object management for Oracle and Microsoft SQL Server database environments.

Our operational infrastructure includes best practices, standards and procedures implemented by experienced Oracle and Microsoft Certified professionals, along with sophisticated software for system monitoring and reporting, escalation notification, issue tracking, and change management all accessible via an Internet-based Portal.

We believe that our response meets the requirements as called out in this Quote for Information Technology Professional Services, Department of Administration, Purchasing Division, Charleston WV, except as annotated in our response. If the, Department of Administration, Purchasing Division, that SDI response is deficient in any way, SDI respectfully requests to be promptly notified and given the opportunity to correct any such deficiency.

On behalf of SDI, thank you for giving us the opportunity to respond to this RFQ. We look forward to discussing opportunities to develop a mutually rewarding partnership.

A handwritten signature in blue ink, appearing to read "D.V.S. Phani Kiran", is written over a light blue rectangular stamp area.

---

D.V.S Phani Kiran

Manager

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## **Executive Summary**

SQL Data Solutions, Inc. (SDI) is a software solutions-providing company established in January 2008. Our Corporate Headquarters are located in 450 N University Ave, Suite 203, Provo, Utah 84601.

Our expertise lies in providing high quality consulting, development, implementation, and management skills, complemented by on-going education. Our associates assist clients in a wide range of services focused on information requirements on a variety of platforms. By working closely together in a strategic partnership, we are able to achieve high quality and timely solutions for our customers.

Our primary technological focus is in the areas of business analysis, process design, data modeling, database design, management and administration, client-server, object-oriented analysis, design & programming, graphical user interfaces, internet applications.

SDI provides services and solutions to Fortune 5000 companies. The ability SDI to offer highly sophisticated and effective services and solutions to our corporate clients depends upon the employment of highly educated professionals with demonstrated expertise in such areas as computer engineering and systems analysis, and business systems. We look for foreign professionals who possess the technical expertise when the company is unable to identify qualified U.S. workers. We compensate our employees with very handsome salaries and a very good benefits plan.

## **References**

SQL Data Solutions Inc. clients range from private organizations to government institutions. While SQL Data Solutions Inc. has not been retained by State of West Virginia through previous contracts, we are experienced with several government organizations and believe our client list reflects our versatility and ability to adapt to the specific needs of the State of West Virginia Included in our client list are the following:

**Business/Organization Name:** Department of Education, New York City, New York  
**Address:** Metro Tech, 3rd Floor, NY  
**Contact Person:** Michael Greenberg, Sr. DBA Lead

**Business/Organization Name:** USMMA (United States Merchant Marine Academy)  
**Address:** 300 Steamboat Road, Kings Point, NY, 11024  
**Contact Person:** Dalip Narang, Sr. DBA

**Business/Organization Name:** Americorp  
**Address:** Westbury, New York  
**Phone Number:** 917-749-3298



**Contact Person:** Bill Burke, Director of Information Technology

**Business/Organization Name:** Comcast

## **Our Staffing Deliverables:**

SDI takes critical steps to ensure that our clients and our resources are aligned before the start of any project or staff augmentation work. Through the issuance of Statements of Work, SDI and the Client clearly identify the scope of work and expected deliverables that the resource or resources provided will adhere to.

Depending on the client's requirements for these documents, SDI can provide additional aspects of these contracts to fully include not only a time frame, pay rate, and scope of work but also expected performance, deliverables, pertinent contact information, a list of pre-screened candidates (if one has not already been selected), a detailed task list, and schedule of status reports as well as stakeholder check ins. These further details are often found in SDI project-based statements of work and could be easily ported over to cover staffing requirements for the state of West Virginia.

As a process, we always ensure as soon as any staff requirement is released, both our recruiters and technical team will review it together and following parallel activities are initiated to ensure a perfect profile is provided at an accelerated pace:

If there are any Queries, SDI's assigned Account Manager will send it to the State of West Virginia representative as soon as possible.

- Our Recruiters first point of search will be to see if any matching skill set is available in our bench pool. This is followed by SDI's shortlisted candidate database and publication of the job requirements on external job portals to ensure the best candidate available is provided for the given requirement.
- Depending on the requirement and skill set, technical team members will ensure they are ready with coding tests and technical questions. These are generally a mix of prepared queries and coding tests combined with any additions they have to for any specific callouts within the staff requirement.
- Once a candidate has been selected, they will go through an industry standard background Check as well as Drug Testing as required by the client. The client partner will then produce evidence of this completed and passed screening to procurement or human resource contacts.
- As all compliance checks are complete, the client partner will then provide a job description and proposed scope of work delineating time and pay rate. This will be agreed upon and signed by all parties involved and will last between 6 months to 1 year with an option for renewal.
- The documents will be revisited upon the time of their ending for extension or termination depending on project needs.

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## SDI Recruiting Process Overview:

Our Candidates are sourced through our bench pool, vetted database, extensive referral network, or by our 24x7 international recruiting engines. The Resource is interviewed on video by senior technical SDI's resources as well as a culture fit/soft skills review by the Client partner. Coding tests are utilized to ensure aptitude in the technology and coding language, often conducted live by technical resources from SDI.

In-person/video interviews with the client stakeholders are conducted to ensure optimal mesh of new members. Continuous compliance checks are done to prove relevant experience via reference calls, LinkedIn analysis, certification verification, etc. Industry-standard Background Checks are done through Good Hire and E-Verify. Set up any Knowledge Transfers/training required to have the resource hit the ground running on Day 1.

Introduce the new resource to the team early on which builds a strong rapport. Client partner coordinates with the client any procurement of hardware, software or any other essential business tools. The new resource is started based on the client's preferred start date and/or urgency of the requirement. SDI's management will maintain constant communication and management of the resource as well as their manager onsite for the entire duration.

We develop tried and true tested methods of advertising using social media, as well as our vast database of similar profiles with our proprietary matching criteria we can quickly create contact campaigns to reach the right candidate.

Our steps to work with West Virginia can include:

- Working with West Virginia Boards and/or Management to design appropriate profiles and nailing down all expectations, challenges, requirements, and responsibilities of the position
- Conduct daily/weekly meetings to review applications and rated candidates with stakeholders.
- Assisting with any regulatory compliance and disclosures.
- Manage the entire recruitment process, including scheduling interviews, providing resumes, coordinating communication, and assisting with any logistics as needed.



D.V.S Phani Kiran

Manager