



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: VS0000027455

Legal Name: SONUS SOFTWARE SOLUTIONS INC

Alias/DBA:

Total Bid: \$917,280.00

Response Date: 03/03/2022

Response Time: 12:01

Responded By User ID: Sonus@2020

First Name: Sonica

Last Name: kommu

Email: info@sonussoftwareinc.c

Phone: 8017703133

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 ESR03032200000005356	1

VENDOR
VS0000027455
SONUS SOFTWARE SOLUTIONS INC

Solicitation Number: CRFQ 0803 DOT2200000122
Total Bid: 917280
Response Date: 2022-03-03
Response Time: 12:01:53
Comments:

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

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Mainframe Application Analyst				153920.00

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				124800.00

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				153920.00

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				124800.00

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				143520.00

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				114400.00

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				101920.00

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:

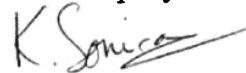
(Check the box next to each addendum received)

<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.

Sonus Software Solutions Inc

Company



Authorized Signature

03-03-2022

Date

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

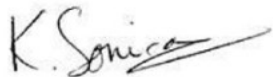
Exhibit A - Pricing Page

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	\$74.00	\$74.00	\$74.00	\$74.00	\$615,680.00
4.1.2	Mainframe Application Analyst	2080	EA	\$60.00	\$60.00	\$60.00	\$60.00	\$499,200.00
4.1.3	Senior Application Oracle Database Administrator	2080	EA	\$74.00	\$74.00	\$74.00	\$74.00	\$615,680.00
4.1.4	Application Oracle Database Administrator	2080	EA	\$60.00	\$60.00	\$60.00	\$60.00	\$499,200.00
4.1.5	Senior Application DB2 Database Administrator	2080	EA	\$69.00	\$69.00	\$69.00	\$69.00	\$574,080.00
4.1.6	Application DB2 Database Administrator	2080	EA	\$55.00	\$55.00	\$55.00	\$55.00	\$457,600.00
4.1.7	Programmer Analyst	2080	EA	\$49.00	\$49.00	\$49.00	\$49.00	\$407,680.00
Grand Total								\$1,023,360.00

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.



Vendors Signature:

REQUEST FOR QUOTATION
WVDOT Information Technology Temporary Staffing Services (81220053)

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.

Contract Manager: Edmund Rose
Telephone Number: 801-770-3133 x 201
Fax Number: 801-382-1994
Email Address: rfp@sonussoftwareinc.com

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.

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.

Susan Wiley / Contract Administrator

(Name, Title)

Susan Wiley / Contract Administrator

(Printed Name and Title)

504W 800 N , Orem UT 84057

(Address)

801-770-3133 / 801-982-1994

(Phone Number) / (Fax Number)

rfp@sonussoftwareinc.com

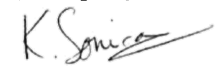
(email address)

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.

Sonus Software Solutions Inc

(Company)



Sonica Kommu / President

(Authorized Signature) (Representative Name, Title)

Sonica Kommu / President

(Printed Name and Title of Authorized Representative)

03-02-2022

(Date)

801-770-3133 / 801-382-1994

(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: WVDOT IT Temporary Staffing Services (81220053)

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-15	2022-03-03 13:30	CRFQ 0803 DOT2200000122	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000027455

Vendor Name : Sonus Software Solutions Inc

Address : 504 W 800 N

Street :

City : Orem

State : UTAH

Country : USA

Zip : 84057

Principal Contact : Sonica Kommu

Vendor Contact Phone: 801-770-3133

Extension: 201

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *K. Sonica*

FEIN# 46-3282585

DATE 03-02-2022

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

ADDITIONAL INFORMATION**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

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

SHIP TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Mainframe Application Analyst		2080	\$ 74.00	\$ 153,920

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description:

Senior Mainframe Application Analyst

INVOICE TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

SHIP TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Mainframe Application Analyst		2080	\$ 60.00	\$ 124,800

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	\$ 74.00	\$ 153,920

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	\$ 60.00	\$ 124,800

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	\$ 69.00	\$143,520

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	\$ 55.00	\$ 114,400

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	\$49.00	\$ 101,920

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	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: Sonica Kommu

Authorized Signature: K. Sonica Date: 7/7/21

State of UTAH

County of UTAH, to-wit:

Taken, subscribed, and sworn to before me this 7 day of July, 2021

My Commission expires 05 26, 2024

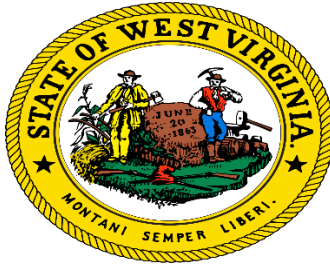
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NOTARY PUBLIC

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:

Sonus Software Solutions, Inc.

Point of Contact:

Susan J. Wiley,
Sr. Contracts Manager
504 W 800 N
Orem, Utah 84057.
info@sonussoftwareinc.com
801-770-3133



INTRODUCTORY LETTER

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,

Sonus Software Solutions Inc. (SSI) FEIN: 46-3282585 is pleased to submit this Quote for WVDOT IT Temporary Staffing Services (81220053), Department of Administration, Purchasing Division, Charleston WV.

SSI firmly believes we can provide a Collaboration that will seamlessly supplement the Department existing IT environment and significantly enhance the throughout the City intends to achieve in its Service Professional. SSI understands that Department is soliciting bids to contract for, Information Technology Professional Services as needed to fulfill a variety of information technology staffing roles as per the RFP request, SSI is submitting solutions and a pricing schedule. We understand that the need for Information Technology Contracting Resources will vary in the types and quantities of resources required and the duration of the engagements.

SSI is a certified Women's Business Enterprise National Council (WBENC)(WBE2000585) and Minority Women Business Enterprise (MWBE - M4F0026444) by the Washington State Office of Minority & Women's Business Enterprises. Since its founding in 2013, SSI has been a trusted partner in providing IT consulting and Development services for Fortune 5000 companies and public organizations throughout the United States. Our attention to recruiting skilled and professional talent ensures a highly motivated, trained, and competent workforce delivering services and products on time. We value teamwork, initiative, commitment, hard work and client satisfaction.

SSI appreciates the opportunity to submit our response to WVDOT IT Temporary Staffing Services (81220053), Department of Administration, Purchasing Division, Charleston WV for Consideration and SSI accepts of all the terms and conditions specified in the Department. Should you have any questions in this regard, please do not hesitate to contact me at 801-770-3133 or email to info@sonussoftwareinc.com

A handwritten signature in black ink, appearing to read "K. Sonica", with a stylized flourish at the end.

Sincerely,

Sonica Kommu, President



CAPABILITY STATEMENT

Women-Owned Small Business

CAGE: 7FR54

DUNS: 079961999

NAICS Codes:

541511

Custom Computer
Programming Services

541512

Computer System Design
Services

561320

Temporary Help Services

541513

Computer Facilities
Management Services

NIGP Codes:

91871

IT Consulting

92040

Programming Services

92004

Application Software

92000

Data Processing,
Computer Programming,
Software



CONTACT INFORMATION

Sonica Kommu

President

801-770-3133

FAX: 801-382-1994

info@sonussoftwareinc.com

Sonus Software Solutions Inc., (SSI) is a certified WBENC and Minority Women Business Enterprise (MWBE - M4F0026444) by the Washington State Office of Minority & Women's Business Enterprises. Since its founding, Sonus has been a trusted partner in providing IT Consulting & Development Services for Fortune 5000 companies, Federal and State agencies throughout the United States. Sonus was established in 2013 in the state of Utah and our corporate headquarters are located at 504 W. 800 N, Orem, Utah

CORE COMPETENCIES

Software Development
Infrastructure and Networking
Database Design and Development Administration
Quality Assurance/Testing
System Integration
Cloud Computing
Big Data Analytics
Application Design & Development
IT Staff Augmentation



KEY DIFFERENTIATORS

Sonus has completed numerous projects on time, within budget and in-scope. Backed by our knowledgeable and dedicated team, we are the best choice when it comes to receiving the highest potential value from a software investment or consulting service to maximize your business's performance. Key differentiators between Sonus and its competitors are:

- We focus on the project with a business approach our client's satisfaction
- We collaborate as a team to provide support throughout the project
- We focus to serve with senior level skill sets having broad project technology experience
- We focus on concluding 70% project ahead the schedule

PAST PERFORMANCE



504W 800N, Orem, Utah, 84057, www.sonussoftwareinc.com

Company Information

Sonus Software Solutions Inc. (SSI) FEIN: 46-3282585 is a software solutions and staff augmentation firm established in July 2013. Sonica Kommu is the Owner and President with 100% ownership. Our corporate headquarters are located at 504 W 800 N Orem, Utah 84057. SSI is a Utah-based S Corp company.

SSI is a premier IT Consulting & Development Company Incorporated in the state of Utah to provide clients with talent and services that they cannot or do not want to acquire and manage internally. Our company was established in July 2013 and we have grown to support clients throughout the United States. SSI was formed in Utah and our corporate headquarters are located at 504 W 800 N, Orem, UT 84057.

SSI is a certified by the (WBENC), and Minority Women Business Enterprise (MWBE-M4F0026444) by the Washington State Office of Minority & Women's Business Enterprises. We are classified as a small business with less than 50 employees.

The SSI Utah-based headquarters staff manages all corporate administration and client relations. Most sales and marketing activities are outsourced to our offices in India with direct management oversight from our Utah office. All SSI consultants are based in the United States and work onsite at customer properties or remotely depending on the requirements of the client.

Board of Directors/ Senior Project Managers:

- Sonica Kommu, Owner and President
- Edmund Rose, Director of Business Development
- Jim W Kommu, IT Project Manager/ Architect (Micro Soft certified)
- Vijay Kumar Sanmala, Sr. Project manager
- Susan Wiley, Contract manager

As a trusted partner in IT consulting and development services, SSI supports Fortune 5000 companies and Public Sector organizations throughout the United States. Our attention and experience to recruiting skilled and professional talent ensures a highly motivated, trained, and competent workforce delivering timely services and products. We value teamwork, initiative, commitment, hard work and client satisfaction. Currently, SSI is in the processing of getting NYMWBE certification.

Sonus Software Solutions, Inc.

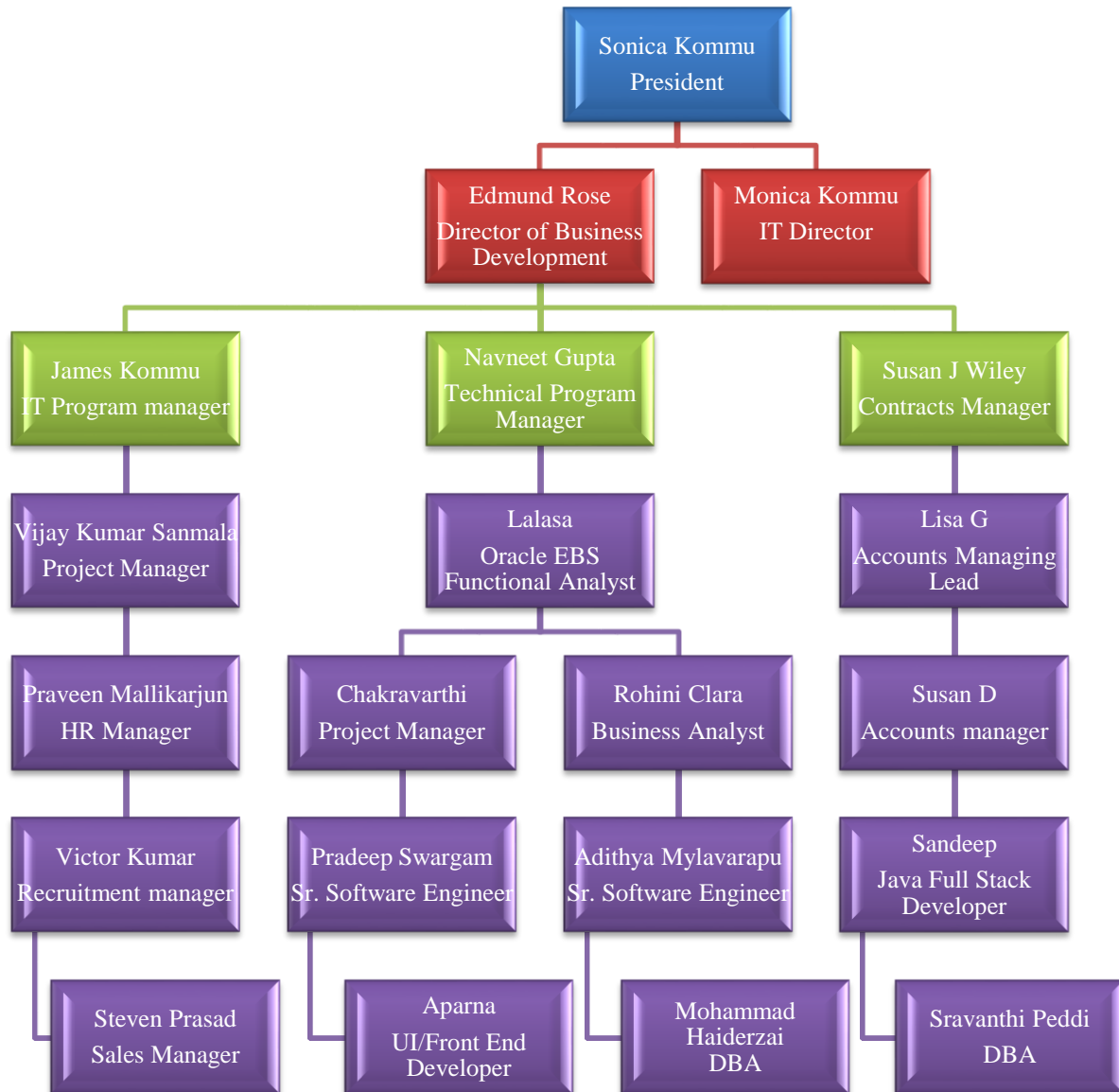
Point of Contact: Susan Wiley,

Title: Contracts Manager

Email: info@sonussoftwareinc.com

Telephone: 801-770-3133 ext 201

Organizational Chart



Service and Client Locations

SSI has the experience and talent pool to cover multiple locations. We have a pool of consultants/resources that we place at our clients' offices or remotely depending on the requirements. We are preferred vendors with Equinix with a Tier 1 Vendorship ranking. We are a primary vendor/contractor to the State of West Virginia, WVDHHR/OMIS, Community Transit-WA, Treasurer's Office, WVA, Department of Technical Services (State of Utah), Department of DPS/OJJ (State of Louisiana), County of Matanuska Susitna Borough (State of Alaska), City of Santa Maria-CA, Pacific Northwest National Laboratory (PNNL) State of Washington, Fidelity

Inc, NH, Guaranteed Returns, NY and Health Care Triangle, CA. We also subcontract with various firms like KFORCE, Randstad, Robert Half Technology, Judge Technical staffing, Tek Systems, Tata Consultancy Services and Cognizant Technology.

Qualifications / Experience of Firm

SSI was established in 2013. Our headquarters are in Utah and we maintain ancillary offices in India. We pursue clients in the Fortune 500 and other large corporations, and in government agencies, particularly at the state level. Since 2017, Equinix has been our largest client with several staffing placements throughout the organization.

SSI has not participated in any mergers or acquisitions since its incorporation. It is privately held with no plans to change hands at any time in the foreseeable future. Our contracts range in length from six months to ongoing. Our headquarters are located at 504 W 800 N, OREM, UT84057.

Our company has a recruiting team that constantly works with recruitment platforms like DICE, LinkedIn, Monster, indeed, Tech fetch, Career Builder, etc. We also bring in work force through the Utah Department of Labor and provide immigration sponsorship for eligible qualified candidates. Our aim is to identify, interview, evaluate and hire certified IT Professionals that meet the specific needs of our clients while also providing management. We are classified as a small business with less than 50 employees.

Our staff consists of W2 and Corp-Corp candidates, which we subcontract from other staff firms. Some of our key specializations include information technology, computer programming, Software development, and cloud computing. Our employees and contractors are selected based on extensive experience in the technology requirements of our customers.

Our objective is to provide resources and personnel to Fortune 500 companies and government agencies in the United States. Additionally, we implement a technology integration practice to help IT organizations solve business challenges by leveraging IT as discrete services and/or comprehensive solutions.

SSI is also registered with the Simplified Acquisition Program and Small Business Administration in order to access federal government contracts and sub-contracting opportunities with states and municipalities.

Intentionally Left Blank

SSI engages technology services experts/consultants to optimize clients' businesses and organizations with comprehensive IT services:

SSI IT Services Summary

IT Service Area	Description of Services
Project Consulting	<p>SSI enhances client production and performance. Project consulting is one of the most valued by our clients.</p> <p>Project consulting services improve organizational performance through the analysis and development of technology, processes, and strategy. After a thorough project analysis, we choose the most effective development model, such as agile, waterfall, incremental, etc.</p> <p>That will allow us to efficiently meet each client's time constraints and their flexibility, economical, and innovational needs.</p> <p>Typically, we provide all project managers, software engineers, testers, and any other necessary pieces to complete the project at the highest possible quality.</p>
Cloud Services	Reinventing business with the power of cloud computing.
Data Center Services	Building and managing highly efficient data centers that respond To Change and drive innovation.
IT Outsourcing	Partnering to drive innovation, speed time to market, attracts customers and foster innovation.
Managed Services	Driving growth, eliminating downtime, scaling operations, and Improving application availability with the proactive management Of IT resources.
Mobility Services	Planning the approach, managing devices, end-user applications and Related network infrastructure.
Networking Services	Designing, implementing, and managing integrated communications and networking environments.
Security Services	Protecting the enterprise from complex IT security threats while Reducing costs.
Technical Support Services	Simplifying management and streamlining maintenance of multi- Vendor environments.

Previous Relevant Experience

The SSI recruiting team works continuously with recruitment platforms like DICE, LinkedIn, Monster, Indeed, Tech fetch, Career Builder, Cyber coders, etc. We also bring in workforce through the Utah Department of Labor and provide immigration sponsorship for eligible, qualified candidates. Additionally, the recruiting team identifies interviews, evaluates and hires certified IT Professionals that meet the specific needs of our clients while also providing management.

Table 1 Relevant Experience

Agency	Project Title/Contract #	Contract Term	Description of Services
Office of the State Treasurer , Charleston, West Virginia	Temporary IT Staffing for Office of the State Treasurer, ARFQ STO2100000003	2020 - Ongoing	SSI has been providing IT Staffing services for their Treasury Department.
West Virginia Department of Health and Human Resources, Office of Management Information Services, Charleston, WVA	Temporary IT Staffing WVDHHR/OMIS, CRFQ-0511-MIS2100000002	2021 - Ongoing	SSI has been providing Technical Supporting Services for their ongoing Projects. Currently providing IT Staff Augmentation Services to WVDHHR/OMIS Department.
New York State Department of Education,(DIIT) NY	Senior SQL DBA/Developer	2012-2014	SSI has provided Senior SQL Database Administrator/Developer services.
Los Angeles Unified School District, CA	IT Temp Staff Augmentation Services	2017 - Ongoing	An SSI Developing Web Developer/Java Developer services with a web-based application that provides LAUSD administrators with reports and dashboards that consists of student and LAUSD data.
Equinix, Inc., San Jose, CA	IT Temp Staff Augmentation Services	2017 - Ongoing	SSI has provided Equinix with seven employees. We are supporting Equinix for their Data Center operations such as Data Analyst services, Data Architect/Engineer, Data Scientist services and Networking Services. The relationship with Equinix is one of our most integrated. SSI is heavily involved in the progress of the contract and holds regular meetings to Maintain project advancement.
Fidelity Investments, NH	Staff Augmentation Services	2018 - Ongoing	SSI has been supporting ETL/SQL/Oracle Developer services for their ongoing projects

Since its founding in 2013, SSI has been a trusted partner in providing IT consulting and development services for Fortune 5000 companies and public Sector organizations throughout the United States. Our attention to recruiting skilled and professional talent ensures a highly motivated,

trained, and competent workforce delivering services and products on time. We value teamwork, initiative, commitment, hard work and client satisfaction. Currently, SSI is in the processing of getting NYMWBE certification.

SSI's client's partner with us not just to acquire the temporary skills and production a contract employee can provide but to eliminate the challenges of employee management. We provide direct employment and supervision of the personnel that are placed within our client's organizations. Our team leadership constantly monitors and provides support to our employees to ensure their needs and performance managed so our clients can focus on their own internal teams.

We effectively maintain a bench of skilled resources. We have a separate team to work on this Bench Resource and we make Instant placements as per the vendor requirement. Our attention to recruiting skilled and professional talent ensures a highly motivated, trained, and competent work force delivering services and products on time. We value teamwork, initiative, commitment, hard work, and client satisfaction

As Our key is not to let things go too far. Our new employee attendance policy will flag and correct attendance issues at their start. We Keep an open line of communication with our employees can also help them feel comfortable discussing any issues with their work schedules that could lead to absences.

SSI maintains the performance reports that provide the basis for managerial decisions on managing the project team by providing feedback to employees about how well they have performed on established goals. And by providing feedback to employees about areas in which they are weak or could do better and take corrective action to address problems with employees performing at or below minimum expectations by Rewarding superior performers to encourage their continued excellence.

Approach and Management Plan.

SSI strives to establish and maintain positive employer-employee relationships in the office. This proactive approach encourages productivity and collaboration among teams. Where we have a mutual level of respect between a manager and a worker, there's more willingness on both ends to offer support and perform well as Good leadership is essential to a close, efficient team So, Our Relationship management both motivates and rewards employees, making them feel appreciated for the work they do. Besides improving employee retention, it also empowers workers to take risks, set professional goals and find purpose in their work.

SSI supervises our recruiters to ensure that they are knowledgeable about the requirements of the Customer's work, including its salary scale and any other matters relevant to selecting candidates for employment with the Customer.

Our recruiters are responsible for facilitating the recruitment process, which includes submitting qualified candidates to the Customer within the timeframe agreed on with the Customer. The Customer may communicate directly with its recruiter regarding recruitment matters at any time during this process.

If a candidate is not qualified for the job, or if a priority candidate of the Customer is not available to be placed within agreed-upon timeframes, Team will not submit that candidate.

SSI has control over the recruitment process; it is important to engage with Customers before implementing a preferred method of recruiting candidates.

Most Customers will expect regular updates on candidate progress for all roles. So, SSI always be prepared to provide these updates to buildup the Customer's trust and business. SSI remain flexible if a Customer requests to change the way updates are provided to them - i.e., by telephone instead of email, or vice versa. SSI believe and go with what the Customer requests as this will help to maintain our relationship with them

Workplace Culture

Including factors such as culture in job advertisements should also be done selectively. Our company have a strong culture or values.

Acceptance of Candidate Communication :

Most Customers will expect regular updates on candidate progress for all roles. So, SSI always be prepared to provide these updates to buildup the Customer's trust and business.

SSI remain flexible if a Customer requests to change the way updates are provided to them - i.e., by telephone instead of email, or vice versa. SSI believe and go with what the Customer requests as this will help to maintain our relationship with them.

Process for Prioritizing Candidates:

SSI use a scoring system to prioritize candidates applying for Customer roles. This approach should useful for us to rank multiple candidates, and it gives the impression of objectivity and fairness.

We educate the Candidates that they also start career pathing during the recruitment process and continue throughout the employee's time at the company. Senior leaders offer career coaching and guidance to help team members explore their passions and find roles within the company that allow them to utilize their unique skills even if that means creating a new role.

- Training Employees for our Industry
- Off-Site Training and Seminar
- Webinars and Online Courses
- Tutoring and Coaching
- On The Job Training

SSI Employees are eligible for Bonus and Incentive Programs. We hire the most qualified employees and keep those employees loyal and productive. Therefore, we provide a "package" that includes compensation, incentives (special perks or rewards for good work), and benefits (valuable options such as health insurance and paid vacation).

Qualifications, Experience and References

Recruiting Process:

Pre-screening process

SSI performs verifications and Go Background to perform application and background checks on selected candidates. Through this screening, we are also able to verify a candidate's education and previous employment. All the forms will be extensively reviewed and verified by our Account Managers, prior to on boarding the candidate. We use E-Verify (Employee Eligibility Verification program), which is an Internet-based system, that allows businesses to determine the eligibility of their employees to work in the United States. SSI team pays special attention to verify past experience and personality traits of a candidate. We check candidate's references make sure the candidate has good technical and social skills.

Fingerprinting of the candidates plays a vital role to hire candidates. We should know all records like Educational, Criminal History Checks, and Financial Background/Credit Check through this process. Sonus places high priority on this process to create the Clients Safe and Secure Environment.

Employee Skills and Certifications Screening Process

SSI administers a variety of assessment tests and trainings. These assessments follow skills certification best practice for reliability, objectivity, affordability, and provide valuable insight into candidates' skills. These assessments help our clients eliminate candidates who are under qualified for a position, despite what their resumes say, and verify candidates' claims and identify candidates who may be better suited to a different position.

Employers also use these tests to identify employees who are ready for promotion or who should be moved to a different role. In addition, an interview can be used as an assessment tool to determine whether candidates have told the truth on their resumes. Interviews are flexible tools that can be used to evaluate hard and soft skills.

We Evaluate candidates for IT Staff Augmentation Services, By different types of assessment tests for employees. Each of these is meant to give insight into how an individual will handle certain situations at work and what his or her strengths and weaknesses may be in regard to the job description. Each test does serve a specific purpose that can help employers to determine if a person will be a good fit for the job. There is at least one type of test that can give employers what we need before hiring new employees. In order to hire the most effective employees, employers must be able to assess their applicants' abilities. There are a number of different methods we used for this purpose which include interviews, written tests and online assessments.

SSI will carefully hire employees through written applications, personal interviews and reference checks. This selection process helps us find and employ the best candidates that fit the job description. We reserve the right to conduct a job-related background check consisting of prior employment verification, and confirmation of professional reference and educational qualifications.

All new employees must complete a ninety (90) day introductory or probationary period. The introductory or probationary period is a trial period during which we carefully observe and evaluate the employee's job performance and decide whether to make the employee permanent.

Employee Screening and Selection Process

Our thorough candidate sourcing reaches out and carefully selects professionals from a wide resource pool prior to placement. Sourcing begins with identifying a few ideal candidates for submission to the client review and interview process. The candidates' work experience is a primary factor in vetting potential employees. Afterward comes the key skills and domain knowledge assessment, followed by a review of education and other skills and talents. Next, we perform a preliminary discussion and interview specific to the job. Sourcing continues to the submission of selected candidate profiles for client review and/or interviews and continues to be active until a candidate is placed in the project.

SSI Provides employee wellness programs with physical fitness facilities, onsite health screenings, and programs to help them quit smoking, manage stress, and improve nutritional habits. The employee wellness program by SSI offers fitness facilities, health education, and preventative medicine that include:

- A smoking cessation program
- Seminars on nutrition and weight management
- Health assessments that measure blood pressure and resting pulse
- Fitness evaluations that assess cardiopulmonary fitness level, strength, flexibility, body composition, and nutritional status

Reference checks:

SSI conduct reference checks on all employees, including temporary workers. We also determine the eligibility of our staff for employment in USA by ensuring that candidates provide accurate and complete information related to citizenship, identity, work permit status, etc.

Candidates must consent to having references provided about them before any contact is made. This consent form should also include permission for the individual being checked to be contacted by email or telephone.

References can be obtained in person or via telephone, email, fax, LinkedIn etc. References should be cross-checked for accuracy and authenticity; examples of this include checking dates on letters of employment and emails with no information from other sources to back it up.

The following are some of the reference checks in SSI

1. Conducts reference checks by contacting the last three people that have worked
2. SSI contact these people and ask them to provide their thoughts on our work ethic, ability to handle stress, and overall performance
3. If the references give a positive review, then the SSI hire them for an interview
4. If not, they may decline to progress further in the hiring process
5. References are very important because they can help determine whether or not someone is a good employee or not
6. Background and criminal checks are conducted on all candidates who make it through the interview process.

7. All interviews are conducted at least one-on-one with an interviewer and candidate together in a private setting.
8. Reference checks may be done over the phone, in person, or online depending on what is most convenient for both.

Client References

Project 1: West Virginia Department of Health and Human Resources, Office of Management Information Services

Customer/client name	WVDHHR/OMIS
Reference name	Lesa D. Mercer
Email address	Lesa.D.Mercer@wv.gov
Contact Details	Title: FACTS Technical Manager Address: One Davis Square Suite 200 Charleston, WV 25301 304-558-5849
Contract Number	Temporary IT Staffing for WVDHHR/OMIS, CMA MIS776701L.
Term of The Contract	2020 – Ongoing
Staff provided services	SSI has been providing Technical Supporting Services for their ongoing Projects. Currently providing IT Staff Augmentation Services to WVDHHR/OMIS Department.

Project 2: Temp Staff Augmentation Services for Z Client Services Consultant for Equinix, Inc, CA

Customer/client name	Equinix, Inc.
Reference name	Rao G. Lingampalli
Email address	rlingampalli@equinix.com
Contact Details	TITLE: Senior Director ADDRESS: 1188 E Arques Ave, Sunnyvale, CA 94085, United States. PHONE:(m) 408-816-4128
Term of The Contract	2017 – Ongoing

Staff provided services	Lab Test Engineer, Network Engineers, Software Engineers and Data Center operations. We are supporting Equinix for their Data Center operations such as Data Analyst services, Data Architect/Engineer, Data Scientist services and Networking Services. The relationship with Equinix is one of our most integrated. SSI is heavily involved in the progress of the contract and holds regular meetings to Maintain project Advancement.
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Project 3: IT Staff Augmentation Services for Fidelity Investments, KY

Customer/client name	Fidelity Investments
Reference name	Brian Vice
Email address	Brian.Vice@fmr.com
Contact Details	TITLE: Senior Recruiter ADDRESS: 7011 Fayetteville Rd Suite 110, Durham, NC 27713, United States PHONE:(m) 817-474-0597
Staff provided services	SSI has provided Fidelity Investments with IT Staff Augmentation services like ETL/SQL/UI/Oracle Developer services for their ongoing projects.

Project 4: West Virginia State Treasurer's Office, WV

Customer/client name	State of West Virginia
Reference name	Rex Crouser, CIO
Email address	rex.crouser@wvsto.com
Contact Details	TITLE: Chief Information Officer Address: State Treasurer Office, WV 304-340-2706
Contract Number	Temporary IT Staffing - AMA STO2100000002 Database Administrator Services

Staffing Plan:

SSI educates candidates regarding the project schedule. This ensures they have read the schedule, understand the dates and resource commitments, and will cooperate. Once the schedule is approved, it will become the baseline for the remainder of the project. In addition, project progress

and task completion will be monitored and tracked against the project schedule to determine if the project is on course as planned.

When establishing project-staffing plan, the SSI Project Manager ensures that project resources will be available at the right time and location. The project manager also will consider additional factors such as work experience, skill sets, availability of project team members, and whether or not there is a need for expert advice from another industry sector.

The project manager has project team members with a wide range of experiences and expertise. This project management team will discuss project staffing strategies in more detail, providing examples of keeping project deadlines while maintaining project budgets.

Our roster includes four Key Personnel: SSI President, Project Manager, IT Director, and Project Coordinator. Our talented team in Table, is excited for the opportunity to partner with EL PASO County.

Anticipated Key Personnel for Department of Administration, Professional Service Staffing

Key Personnel	Role	Key responsibilities
Sonica Kommu	SSI President and Project Executive	As a small business, our president takes direct oversight over all daily operations. The Project Manager, IT Director, and Project Coordinator all report to Ms. Kommu.
Jim W Kommu	Project Manager	Screening and Interviewing of candidates. Once a candidate(s) is placed, the Project Manager is the main Point of Contact for all communication.
Edmund Rose	IT Director	The IT Director reviews all staffing requirements and ensures our candidate(s) meet those requirements. The IT director also oversees any skills assessments and certifications of our IT candidates.
Vijay Kumar Sanmala	Project Coordinator	The Project Coordinator supports the SSI team and our clients to ensure all communication is documented and any issues are routed correctly for the fastest resolution.

The project will create a policy for project staffing in SSI. The project will identify which positions should be staffed, who should staff them, how much they cost and when to use contractors or additional workers from an agency.

➤ **Project objective and scope**

The project will create a policy for project staffing in SSI. The project will identify which positions should be staffed, who should staff them, how much they cost and when to use contractors or additional workers from an agency.

➤ **Project objectives and needs for the project staff meet**

The project staffing plan covers three aspects of project staffing: recruiting, Job analysis, and project staff planning.

➤ **Listing all staff members and their roles in the project**

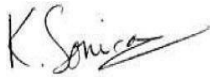
The project will be managed by project manager, who will perform project planning, project managing, and project controlling.

➤ **Staff member's qualifications for their role in project staffing**

- As a priority, SSI looks for the following broad qualifications for critical staffing positions.
- Specifically, the project manager will have project management experience, planning experience, and controlling experience.
- Software developers should have proven coding skills in various programming languages.
- Quality assurance specialist must be experienced in testing project deliverables according to requirements/standards of an organization.
- Other members should have appropriate education or training, as required by the client.

SSI appreciates the opportunity to submit our response to WVDOT IT Temporary Staffing Services (81220053), Department of Administration, Purchasing Division, Charleston WV for the consideration. Should you have any questions in this regard, please do not hesitate to contact me at 801-770-3133.

Signature and title of a person authorized to obligate the firm.



Name: Sonica Kommu

Title: President