



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 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1379271

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0210

Vendor ID: 000000111336

SO Doc ID: ISC2400000011

Legal Name: RADGOV INC

Published Date: 3/1/24

Alias/DBA:

Close Date: 3/6/24

Total Bid: \$671,548.80

Close Time: 13:30

Response Date: 03/05/2024

Status: Closed

Response Time: 13:15

Solicitation Description: Addendum No 1 -Professional Database Engineer (OT24116)

Responded By User ID: eloprete

Total of Header Attachments: 1

First Name: Paul

Total of All Attachments: 1

Last Name: Archer

Email: gvtjobs@radgov.com

Phone: 9546914588



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: 1379271
Solicitation Description: Addendum No 1 -Professional Database Engineer (OT24116)
Proc Type: Central Master Agreement

| Solicitation Closes | Solicitation Response | Version |
|---------------------|------------------------------|---------|
| 2024-03-06 13:30 | SR 0210 ESR03052400000004576 | 1 |

VENDOR
 000000111336
 RADGOV INC

Solicitation Number: CRFQ 0210 ISC2400000011
Total Bid: 671548.8000000000465661287307 **Response Date:** 2024-03-05 **Response Time:** 13:15:29
Comments:

FOR INFORMATION CONTACT THE BUYER
 Toby L Welch
 (304) 558-8802
 toby.l.welch@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 | Professional Database Engineer - YR1 | 2080.0000 | HOUR | 78.330000 | 162926.40 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----------|------------|------------|-----------------------------|
| 2 | Professional Database Engineer - Optional YR2 | 2080.0000 | HOUR | 79.900000 | 166192.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----------|------------|------------|-----------------------------|
| 3 | Professional Database Engineer - Optional YR3 | 2080.0000 | HOUR | 81.500000 | 169520.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|---|-----------|------------|------------|-----------------------------|
| 4 | Professional Database Engineer - Optional YR4 | 2080.0000 | HOUR | 83.130000 | 172910.40 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Commodity Line Comments:

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.



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: 1379271 | | | Reason for Modification: |
| Doc Description: Professional Database Engineer (OT24116) | | | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2024-02-21 | 2024-03-06 13:30 | CRFQ 0210 ISC2400000011 | 1 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : RADgov, Inc.

Address :

Street : 6750 N. Andrews Ave, Suite 200

City : Fort Lauderdale

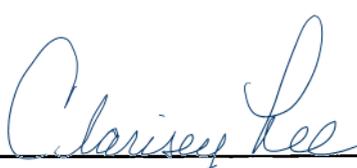
State : Florida **Country :** USA **Zip :** 33309

Principal Contact : Clarisey Lee, Contracts Administrator

Vendor Contact Phone: 954 938 2800 **Extension:** 200

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
 (304) 558-8802
 toby.l.welch@wv.gov

Vendor Signature X  **FEIN#** 20-2752989 **DATE** 03/05/2024

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish an open-end contract for a professional database engineer per the specifications and terms and conditions as attached hereto.

5.1.1 Contract Services #1 - Professional Database Administrator: The Vendor must provide a (DBA) contractor to provide support of SQL Database, Server Administration, ColdFusion, Biztalk, Dynamics GP, MS Dynamics CRM, Hyland OnBase and PSIGEN.

For further details on the Contractor's responsibilities please review attached specification document attached hereto.

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------|------------|------------|------------|--------------|
| 1 | Professional Database Engineer - YR1 | 2080.00000 | HOUR | \$78.33 | \$162,926.40 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|------------|------------|------------|--------------|
| 2 | Professional Database Engineer - Optional YR2 | 2080.00000 | HOUR | \$79.90 | \$166,192.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US | | WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|------------|------------|------------|--------------|
| 3 | Professional Database Engineer - Optional YR3 | 2080.00000 | HOUR | \$81.50 | \$169,520.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US | | WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|------------|------------|------------|--------------|
| 4 | Professional Database Engineer - Optional YR4 | 2080.00000 | HOUR | \$83.13 | \$172,910.40 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|--------------------------------|-------------------|
| 1 | Questions are due by 3:00 p.m. | 2024-02-28 |

| | Document Phase | Document Description | Page 4 |
|---------------|----------------|--|-----------|
| ISC2400000011 | Draft | Professional Database Engineer (OT24116) | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: **Wednesday February 28, 2024 @ 3:00 p.m.**

Submit Questions to: **Toby L Welch**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Revised 8/24/2023

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Toby L Welch

SOLICITATION NO.: CRFQ ISC2400000011

BID OPENING DATE: Wednesday March 6, 2024

BID OPENING TIME: 1:30 p.m.

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 03/06/2024 @ 1:30 p.m.

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

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

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

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

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

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

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 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 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$1,000,000 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.

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 heath, 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Printed Name and Title) Clarisey Lee, Contracts Administrator

(Address) 6750 N. Andrews Ave, Suite 200, Fort Lauderdale, Florida 33309

(Phone Number) / (Fax Number) (954) 938 2800 / (954) 938 2004

(email address) clee@radgov.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

RADgov, Inc.

(Company) _____

(Signature of Authorized Representative) _____

Clarisey Lee, Contracts Administrator

03/05/2024

(Printed Name and Title of Authorized Representative) (Date) _____

(954) 938 2800 / (954) 938 2004

(Phone Number) (Fax Number) _____

clee@radgov.com

(Email Address) _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ISC240000011

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

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

Addendum Numbers Received:

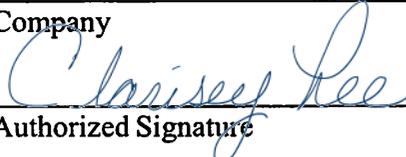
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

RADgov, Inc.

Company



Authorized Signature

03/05/2024

Date

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

REQUEST FOR QUOTATION
Professional Database Engineer (OT24116)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for the services of a Professional Database Engineer. This Database Engineer will work alongside other Database Engineers and Database Administrators in Enterprise Solution Services to design, execute, and maintain Microsoft SQL Server, Microsoft Dynamics, and Hyland OnBase based infrastructure for the WVOT, to include all such systems hosted by, and especially those directly managed by WVOT. This Engineer will also, and more primarily, develop and ensure the proper functioning of databases within this environment, as well as applications and reports leveraging them, as needed. Finally, this Database Engineer will provide support for said infrastructure and developed systems while providing documentation and training to current WVOT employees regarding the particulars thereof.

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 a contract employee in the form of a Professional Database Engineer as more fully described in these specifications.

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

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. The Vendor must provide, upon request, a resume for its proposed personnel for the WVOT's review. The WVOT reserves the right to independently verify any information.
 - 3.1.1. The Vendor must provide a Database Engineer with at least five years (5) experience in the following applied knowledge and skill sets:
 - 3.1.1.1. Microsoft SQL Server 2008 R2, 2012, 2014, 2016, 2019, 2022
 - 3.1.1.2. Microsoft SQL Server Reporting Services 2008 R2, 2012, 2014, 2016, 2019, 2022
 - 3.1.1.3. Microsoft SQL Management Studio

REQUEST FOR QUOTATION
Professional Database Engineer (OT24116)

- 3.1.1.4.** Microsoft Windows Server 2008 R2, 2012, 2016, 2019
 - 3.1.1.5.** Microsoft PowerShell 4.0 or greater
 - 3.1.1.6.** Microsoft Dynamics CRM 2011, 2013, and Dynamics 365
 - 3.1.1.7.** Microsoft Dynamics GP 2013, 2016 and 2018
 - 3.1.1.8.** Microsoft Biztalk Server
 - 3.1.1.9.** Hyland OnBase
 - 3.1.1.10.** Ademero Content Central
 - 3.1.1.11.** IBM Data Studio 4.1
 - 3.1.1.12.** Google Workspace
 - 3.1.1.12.1.** Google Sheets
 - 3.1.1.12.2.** Google App Sheets
 - 3.1.1.12.3.** Google Looker Studio
 - 3.1.1.13.** Visual Studio 2013, 2016 and 2019
 - 3.1.1.13.1.** C#.NET
 - 3.1.1.13.2.** ASP.NET
 - 3.1.1.13.3.** Entity Framework
 - 3.1.1.13.4.** ADO.NET
 - 3.1.1.14.** Adobe ColdFusion 9, 11, 18
- 3.1.2.** The Vendor must provide a Database Engineer with a minimum of five (5) years of paid experience working on projects in the Government sector and a minimum of three (3) years in health care, insurance, or related sector. The Database Engineer must provide details in their resume of experience in participating in the following:
- 3.1.2.1.** Designing, implementation, administration, monitoring, tuning, backup, migration, and providing support for the initial architecture of the database

REQUEST FOR QUOTATION
Professional Database Engineer (OT24116)

- 3.2.3. Reconciliation and remediation of Microsoft Dynamics GP ERP billing tables and general Dynamics GP interfacing.
- 3.2.4. Knowledge and expertise in the Ademero Content Central Document Management System for the establishment of scanning/document management workflows and secure system integration with Dynamics CRM and other solutions.
- 3.2.5. Knowledge and expertise in Hyland OnBase workflow management and data structuring.
- 3.2.6. Proper implementation within ASP.NET applications of Entity Framework and ADO.NET (OLE DB and ODBC) data access paradigms appropriate to their intended use cases.

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 Contract Services Deliverable # 1 - Professional Database Engineer: The Vendor must provide a Professional Database Engineer to provide design, implementation, and maintenance of complex SQL Server based infrastructure and database solutions, along with training and knowledge transfer to current employees working for the Office of Technology in Enterprise Solution Services. The Database Engineer provided will be additionally, or more specifically, responsible for the following:

4.1.1.1 Design and implementation of multiple highly available, and scalable, single and multi-tenant SQL Server environments, with a preference for SQL Server 2019 or newer.

4.1.1.2 Facilitating migration of existing databases or instances from legacy infrastructure into newly established virtual environments.

4.1.1.3 Developing procedures, documentation, training, and execution of knowledge transfer to at least two other WVOT staff for all developed and maintained systems within the WVOT hosted SQL Server, OnBase, and Dynamics environments.

4.1.1.4 Providing analytics regarding system health, growth capacity, and other metrics of benefit to WVOT and our customers.

REQUEST FOR QUOTATION
Professional Database Engineer (OT24116)

- 4.1.1.5 Analysis of complex queries and execution plans for the determination of need regarding the maintenance of indices to provide optimal performance for various use-cases, whether by creation, alteration, or deletion.
- 4.1.1.6 Use and instruction in the SQL Server Reporting Services, Power BI, and Google Looker Studio to develop specialized reports both for our customers and for internal reporting.
- 4.1.1.7 Use and instruction in the SQL Server Integration Services, Azure Data Factories, Biztalk, and other such tools to migrate and transform data through complex ETL.
- 4.1.1.8 Maintain and enhance ASP.NET and ColdFusion applications leveraging database systems supported by the Engineer when necessary alongside other project development team members.

4.2 Health Insurance Portability and Accountability Act: In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, Vendor and any candidate they provide are required to sign the HIPAA/Business Associate Addendum (BAA) with an Appendix 1, which indicates the specific Protected Health Information (PHI), specifically written for the project for which WVOT is requesting the candidate, prior to the start of the contract. The BAA is included with this solicitation.

4.3 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.

4.4 The WVOT reserves the right to request for any reason, and the Vendor must supply, a new contractor for the WVOT's use under the scope of this contract.

4.5 Optional Annual Renewals: Vendor should include in their bid the cost of optional Annual renewals for years 2, 3, and 4. These optional Annual renewals will be initiated by the Agency, agreed to by the Vendor, and formalized via Change Order issued by the Purchasing Division.

5. CONTRACT AWARD:

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

REQUEST FOR QUOTATION
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5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly rate for the DBE. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Toby.L.Welch@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 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. Remote work is routinely and explicitly allowed, unless an in-person presence is specifically requested one week in advance.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Professional Database Engineer (OT24116)

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: Pranay Mishra
Telephone Number: (954) 938 2800
Fax Number: (954) 938 2004
Email Address: parcher@radgov.com

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

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

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

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Name of Associate: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Form - WVBA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 11
Patrick Morrissey
Attorney General
BY _____

Appendix A

Name of Associate: **West Virginia Office of Technology**

Name of Covered Entities: **West Virginia Public Employees Insurance Agency**

Describe the PHI:

Any individually identifiable health information as defined by federal law, held or maintained by the above covered entities including information related to an individual's health condition, the provision of care to the individual, payment information for the provision of healthcare. The PHI may be the past, present or future protected health information of an individual in the context of this agreement. The PHI may contain individual identifiers including name, address, birthdate or Social Security numbers. Specific types of information include but is not limited to health insurance information; testing, lab results or diagnostic information; health status; medical history including past physical or mental health conditions; healthcare providers rendering services; all related to individuals.

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To publish a copy of vendor questions with the agency's response.

---no other changes---

INVOICE TO | **SHIP TO**

| | | | |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US | | WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US | |
|--|--|---|--|

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------------------------|------------|------------|------------|-------------|
| 1 | Professional Database Engineer - YR1 | 2080.00000 | HOUR | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

INVOICE TO | **SHIP TO**

| | | | |
|--|--|---|--|
| DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US | | WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US | |
|--|--|---|--|

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|------------|------------|------------|-------------|
| 2 | Professional Database Engineer - Optional YR2 | 2080.00000 | HOUR | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

| INVOICE TO | | SHIP TO | |
|---|----|--|----|
| DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US | WV | WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|------------|------------|------------|-------------|
| 3 | Professional Database Engineer - Optional YR3 | 2080.00000 | HOUR | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

| INVOICE TO | | SHIP TO | |
|---|----|--|----|
| DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US | WV | WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---|------------|------------|------------|-------------|
| 4 | Professional Database Engineer - Optional YR4 | 2080.00000 | HOUR | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 80111609 | | | |

Extended Description:

Fill out an hourly rate into the unit price field. The quantity amount is estimated for evaluation purposes only. The actual hours used may vary depending on usage.

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|--------------------------------|-------------------|
| 1 | Questions are due by 3:00 p.m. | 2024-02-28 |

SOLICITATION NUMBER: CRFQ ISC2400000011
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendor questions with the agency's response.

---no other changes---

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ ISC240000011
PROFESSIONAL DATABASE ENGINEER (OT24116)
Vendor Questions

Q1. Is this a new position or an existing position? If this is an existing position, is it vacant or do you have an incumbent? In case there is an incumbent, do you intend to renew their services?

This position is currently filled via contract. This solicitation will result in a new contract.

Q 2. Will this position be required to start onsite from day one and be 100%onsite, or will any remote work be allowed? If this role is hybrid, how many times a week do you expect the candidate to travel for on-site visits? Are they going to be one-day visits or multiple day visits? Will proper notice be provided for the consultant to plan such a visit if they are not local?

It is anticipated that most of the work can be done remotely. The contractor must be onsite at the State's request and the State will do its best to provide ample notice when onsite work is required.

Q3. Will you cover the travel & lodging expenses?

See Section 8 of Specifications.

Q4. What will be the anticipated dates for interviews and for the Announcement of Vendor Selection?

Resumes will be reviewed, and interviews are not required. Vendor selection is announced when contract award is made.

Q5. Is a certification required or preferred for this role?

Please refer to the published specifications.

Q6. How many hours per week should the service be performed by the contractor?

It is anticipated to be a full-time position of 40 hours a week, Monday – Friday, with after-hours availability as needed.

Q7. Please also advise, how many candidates we can sbmit for this role?

Only one candidate will be hired. Vendors should submit the candidate that best meets the requirements.

Q8. Please also advise, what are the 3 main tools/technologies you want to see in the resumes?

Please refer to the published specifications.

Q.9 Is this a new contract, or are there any incumbents?

Please see Answer 1.

Q10 Is this an Onsite/Hybrid/Remote role?

See Answer 2.

CRFQ ISC240000011
PROFESSIONAL DATABASE ENGINEER (OT24116)
Vendor Questions

Q11 The document states we need to provide resumes upon request. Will the request be made after an award, or do we need to provide resumes with our submissions?

Prior to the award. It is preferred they be submitted with the bid; however, resumes must be provided upon request.

Q11 Do you require Resumes of candidates attached to the RFP submission? If yes, do we need to submit actual resumes for selected candidates or sample resume?

It is preferred that the resumes be submitted with the bid, but must be provided upon request. Resumes must be for the contractor the Vendor is submitting for consideration.

Q12 Is there are any additional documents or information that would aid in our understanding of the project?

Please refer to the published specifications.

Q13 What would be the number of awards you intend to give(approximate number)?

One.

Q14 Please provide us with an estimated NTE budget allocated for this contract.

The State does not provide budgetary information.

Q15 Is this an old contract or new contract?

Please see Answer 1.

Q16 What is the tentative start date of this engagement?

The State is aiming for an early April start date.

Q17 What is the work location of the proposed candidates?

Please see Answer 2. When onsite, the location is the WV Capitol Complex in Charleston, WV. Candidate may be required to travel to other state locations, but that is anticipated to be very minimal.

Q18 Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

Please see Answer 1. No, the name and pricing will not be provided. Yes, any Vendor meeting the requirements is eligible to submit a bid.

Q19 Are there any pain points or issues with the current vendor(s)?

This question is not relevant to this solicitation.

Q20 Could you please share the previous spending on this contract, if any?

No.

CRFQ ISC2400000011
PROFESSIONAL DATABASE ENGINEER (OT24116)

Vendor Questions

Q21 Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

The State is unsure what is meant by this question. All requirements are contained in the solicitation.

Q22 How many positions were used in the previous contract?

One.

Q23 How many positions will be required per year or throughout the contract term?

One.

Q24 If the proposed candidates are not available at the time of award; will the agency allow us to provide replacement personnel with similar or more skill sets?

Vendor can provide the State, in a timely manner, with any personnel meeting the requirements of the solicitation.

Q25 Can, we provide hourly rate ranges for the given positions?

No, bids must be firm-fixed price.

Q26 Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

Please see Answer 2.

Q27 Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

See Answer 11.

Q28 How many candidate resumes can we submit?

See Answer 7.

Q29 Could you please provide the list of holidays?

State holidays can be found here:

<https://personnel.wv.gov/employees/benefits/pages/holidays.aspx>

Q30 Are there any mandated Paid Time Off, Vacation, etc.?

The contractor will have independent contractor status, and therefore, the State does not mandate or provide benefits.

Q31 What is the place of performance?

See Answer 17.

Q32 What percentage of work can be performed remotely?

See Answer 2.

CRFQ ISC2400000011
PROFESSIONAL DATABASE ENGINEER (OT24116)
Vendor Questions

Q33 If the position requires travel, how frequent would the travel be and to what locations?

No, travel is not required – only to work location when applicable.

Q34 Is there a U.S. Citizenship or U.S. Permanent Residency/Green Card requirement for a resource to perform on the contract?

All federal, state, and local applicable laws, rules, and regulations must be followed.

Q35 Is there a target start date for the contract or deadline date for starting the contract?

See Answer 16.

Q36 Is a proposed resource resume required with bid submittal?

See Answer 11.

Q37 What are the anticipated total hours of performance per annum on the contract?

See Answer 6.

Q38 What are considered the daily working hours for performance on the contract?

Working hours are an eight-hour period between 7:00AM – 5:00PM EST with after-hours availability as needed.

Q39 Is there any prebid meeting?

No.

Q40 Is it mandatory to attend the pre-bid meeting in person and if yes please mention the location, date and time.

No.

Q41 How many vendors will be awarded as a result of the RFQ?

See Answer 13.

Q42 . As a Maryland company can we submit a proposal? Is there a registration process in West Virginia to do business with the state and do we need to be registered prior to submitting a proposal?

Any Vendor meeting the required specifications will be considered. Yes, there is a registration and it must be completed prior to award.

Q43. Is this a new RFQ or is this a recompet? If recompet, can the incumbent submit a proposal?

See Answers 1 and 18.

Q44. Where is the work location? Is there a requirement for working onsite or can one work remotely?

Please see Answer 2 and 17.

CRFQ ISC240000011
PROFESSIONAL DATABASE ENGINEER (OT24116)

Vendor Questions

Q45. It appears that the first few pages of the RFQ are forms that need to be filled out and submitted. Beyond that it is unclear as to what else needs to be submitted as part of the proposal. Please clarify as to what needs to be submitted.

Pricing and resumes, preferred with bid, but upon request.

Q46. Is this a three year contract?

One initial year with three optional renewal years.

Q47. Do you require both the pricing and technical in the same package?

Yes.

Q48. Can this be submitted via email?

Please refer to Instructions included in the solicitation.

Q49. It is mentioned that responses to RFPs cannot be submitted via wvOASIS. As this is an RFQ can the response be submitted via wvOASIS?

Yes.

Q50. We are not registered in wvOASIS, please let us know how we can get registered

Please refer to this site for more information:

<https://www.state.wv.us/admin/purchase/VendorReg.html>

Q51 Will this be a single award?

Yes.

Q52 What is the expected turnaround time once the request is submitted?

See Answer 16.

Q53 Is it WVDOA's expectation that the vendor shall maintain a pool of database engineers for the contract duration that can be deployed at a go upon agency's request?

Only one Engineer is required for the work; however, Vendor must supply a new Engineer at the State's request.

Q55 Are we supposed to submit the HIPPA Business Associate Addendum with the proposal?

It can be submitted with the bid, but must be provided prior to award.

Q56 Is this bid open to all vendors or is there any pre-qualification required to submit a response to this bid?

There is no prequalification.

Q57 Do we submit resumes once selected or do we submit the resume of the candidate with the response?

CRFQ ISC240000011
PROFESSIONAL DATABASE ENGINEER (OT24116)
Vendor Questions

See Answer 11.

Q58 Is there currently an incumbent resource working in this role?

See Answer 1.

Q59 Is an incumbent firm supporting this contract/role, or is this a new role/contract?

See Answer 1.

Q60 Will this role be onsite 100%, hybrid or remote?

See Answer 2.

Q61 Do we need to submit a resume(s) with the RFQ?

See Answer 11.

Q62 What are the must-have skills for the resource?

Please refer to published specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ISC24*011

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

RADgov, Inc.

Company

Clarisey Kee

Authorized Signature

03/05/2024

Date

Amarendar Rao Thangeda

Experienced technologist proficient in crafting and implementing robust hosting solutions to cater to customers' escalating need for agile and cost-efficient computing solutions. Proficient in leveraging both private and public cloud technologies. Possesses a proven track record of operating autonomously, handling diverse responsibilities, and delivering scalable, high-performance hosting solutions aligning with modern corporate and digital application requirements.

Professional Summary

- With 23 years of experience in IT, I specialize in software development, configuration, build/release management, database development and administration. My expertise extends to the analysis, design, development, and operations of various database systems and cloud solution architecture. Proficient in managing windows/cloud-based applications, I continuously enhance my ability to communicate effectively and apply strategic insights in this dynamic field.
- Excellent understanding of SDLC, Traditional and Agile Methodologies.
- Experienced in Cloud automation using AWS Cloud Formation templates.
- I have successfully collaborated with development teams and architects to drive best practices in cloud computing. Specializing in API Gateway, I've implemented and optimized solutions, ensuring seamless integration and robust performance.
- Proficient in leveraging AWS's cloud infrastructure and services to build, deploy, and manage Java-based applications.
- Experience in the field of .Net full-stack developer in all phases of Software Development Life Cycle (SDLC) includes Requirements gathering, Design, Development, Testing, Packaging and Deployment of Client/Server, Web and windows applications using Microsoft Technologies.
- Experience in development of Windows and web applications using Microsoft .Net framework and Microsoft Technologies like C#, ASP.NET, ADO.NET, MVC, SQL Server, Entity Framework, WCF, WPF, Web services.
- Expertise in data analysis and analytics.
- Handling large datasets and deriving valuable insights.
- Application of Python for data manipulation, analysis, and scripting.
- Proficient in SQL (Structured Query Language).
- Experience in writing complex queries for database management and analysis.
- Expertise in deploying the content cloud platform on Amazon AWS using EC2, S3 and EBS.
- I have expertise with LINUX and Windows environments including Shell, Python scripts, version control tools like Subversion and GIT.
- Implement and administrate Azure infrastructure to include support of Azure products.
- Experience in virtualized Windows environment using VMware vCenter
- Implemented AWS solutions using EC2, S3, RDS, EBS, Elastic Load Balancer and Auto scaling groups.

- Built and worked with Amazon EC2 instances, created the security groups on the instance level and used CloudWatch on EC2 instances.
- Experience involving configuring S3 versioning, lifecycle policies, backup files and archive files in glacier.
- Proficient in leveraging AWS's cloud infrastructure and services to build, deploy, and manage Java-based applications.
- Experience in performing scalability, high availability, migration, and consolidation of the Microsoft SQL Server Instances on Physical, VM's, AWS Cloud in coordination with (DevOps)/Platform, Network and Storage Teams.
- Experience in Designing and implementing robust database administration solutions including resource management, security, backup and recovery, monitoring, performance tuning and optimization, auditing, data management, capacity planning.
- Experience in providing and implementing HA & DR techniques in huge volume production environment. (CLUSTERING, ALWAYS ON, REPLICATION, LOG SHIPPING, MIRRORING).
- Design and implement scripts for instance monitoring, maintenance, backup, cloning, etc. utilizing T-SQL, PowerShell, and Reporting Services.
- Worked on production engineering processes such as Incident management, root cause analysis, problem management, change management, release management and knowledge management.
- Proven ability of multi-tasking manages priorities with a proactive and team first mentality.
- Ability to incorporate process improvement procedures and reengineering initiatives to meet business goals and objectives.

Technical Skills

| | |
|--|--|
| Build Tools/Scripting Lang(s)/ Programming Lang(s) | MS Build, Bash, Shell, HTML, XML, Python, Java, C++, C, UML, Terraform |
| Version Control Tools | GIT, SVN, Terraform |
| Continuous Build Integration | Jenkins, Jenkins Enterprise |
| DevOps/Cloud Services | Chef, Puppet, Ansible, Docker, Kubernetes, Open Stack, AWS, Azure |
| Operating Systems/ Virtualization | Windows, Linux, Unix, Ubuntu, VMware vCenter |
| Databases/Tools | MS SQL, MySQL, Oracle, AWS Glue, Data Pipeline, Redshift |
| Bug Reporting Tools | Bug Zilla, JIRA |
| Monitoring Tools | Splunk, Nagios, ELK, App Dynamics |

Education

- Master of Science in Computer Science from Sri Venkateswara University, Tirupati, India (1999).
- Bachelor of Science in Mathematics, Statistics and Computer Science from Kakatiya University, Warangal, India (1996).

Certifications

- AWS Fundamentals Specialization, DevOps on AWS Specialization, AWS Cloud Solutions Architect Professional Certificate, Building Serverless Applications on AWS Specialization, AWS Cloud Practitioner Essentials, Google Cloud Fundamentals: Core Infrastructure.
- CCNA, CCNA Security, CCNA Cyber Security Operations.
- Windows Server Management and Security, NDG Linux Essentials and Linux Unhatched.
- Certified ISO 9001:2015 Quality Management System Lead Auditor.
- Enterprise System Management and Security.
- Fundamentals of Scalable Data Science.
- Applied AI with Deep learning and Advanced Machine Learning and Signal Processing.

Experience

Cloud Database Engineer (IT Consultant) , North Carolina, US
Omsai Com LLC

Jan 2023 – To date

Responsibilities:

- Design and build AWS cloud infrastructure using automation infrastructure-as-code (Iac).
- Implement and Administrate AWS infrastructure to include support of AWS products such as: EC2 Compute, ELB, Auto Scaling, S3 Storage, Relational Database Service (RDS), AWS Lambda, AWS Step Function, API Gateway, AWS Networking & Content delivery (VPC, Route 53, etc.) Identity & Access Management, CloudWatch, CloudTrail, AWS Config, Cloud Formation, Key Management.
- Manage network connectivity, database management, AMI lifecycle, server hardening, patching, package vulnerability, backups.
- I have successfully collaborated with development teams and architects to drive best practices in cloud computing. Specializing in API Gateway, I've implemented and optimized solutions, ensuring seamless integration and robust performance. Deploy API Gateway to consolidate endpoints for user registration, profile management, and data retrieval. And building the MS Dynamics CRM forms, screens, and views, as well as workflows and reports around the customer needs for an interface.
- Architecture design of cloud solutions to address scalability, performance, security, availability, cost transformation requirements and representing design services and the status of Cloud Strategy.

Environment: AWS API, AWS ECS, AWS ECR, AWS S3, AWS ELB, AWS RDS, AWS Glue, Linux, Windows, Git, GitHub, Jenkins, VMware vCenter, Kubernetes, Docker, Python, Java

Cloud/DevOps Engineer (IT Consultant)
Botho Financial Services, Gaborone, Botswana

Jan 2017 - Dec 2022

Responsibilities:

- I have successfully implemented and administered AWS infrastructure, providing support for a range of AWS products, including Amazon EC2 instances, Elastic Load Balancing, Amazon S3 storage, AWS Lambda functions, Amazon API Gateway, Amazon VPC, Route 53 for DNS, Amazon CloudFront CDN, and AWS Identity and Access Management (IAM), AWS ECS, AWS ECR, AWS RDS and AWS Glue.
- Implement and administrate Azure infrastructure to include support of Azure products such as: Azure Virtual Machines, Azure Load Balancer, Azure Blob Storage, Azure Functions, Azure API Management, Azure Virtual Network, Azure DNS, Azure CDN, Azure Active Directory.
- Used API Gateway to manage and expose RESTful APIs for product catalog, user authentication, and payment processing. Implement caching and rate limiting to enhance performance and control access.
- Utilized API Gateway to create RESTful APIs, triggering corresponding Lambda functions. Implement API Gateway features like request validation, response transformation, and usage plans for managing access.
- Implemented API Gateway to serve as an entry point for external clients. Use it for routing requests to appropriate microservices, aggregating responses, and handling common concerns like authentication and logging.
- Automated deployment and release distribution process.
- Developed and enhanced the automated configuration management system.
- Built and deployed applications code to QA and PROD environments
- Designed the project workflows/pipelines using Jenkins as CI tool.
- Carried deployments and builds on various environments using continuous integration tool Jenkins.
- Expert in User Management and Plugin Management for Jenkins.
- Worked on Docker and created virtual instances with Docker.
- Experience working on Docker hub, creating Docker images, and handling multiple images primarily for middleware installations and domain configurations.
- Analyze, configure, and manage DevOps tool chain.
- Responsibilities include Onboarding/Migrating on-premises applications to cloud environments.
- Migrated on premises applications to Cloud AWS environment using containerized methodologies.
- Automate DB maintenance activities using PowerShell.
- Set up and monitor SQL Server Transactional replication, troubleshooting data sync issues.
- Migrate critical production databases to Azure cloud using transactional replication.
- Develop scripts for schema and data migration with minimal downtime, adhering to SLAs.

- Assist in migrating applications to the cloud and apply necessary procedures and fixes.
- Work on the AWS cloud, creating new EC2 instances, configuring Always On, and setting up PowerShell jobs to copy backups to S3 buckets while adhering to company standards.
- Leverage SailPoint and Azure AD groups to automate user access management.
- Migrate on-premises SQL Server 2012 databases to SQL Server 2016 on AWS EC2 using pay-as-you-go models to minimize downtime.
- Automate audit requests and remediate previous failures.
- Migrate RDS instances to EC2 to save licensing costs.
- Manage user security (by SOX standards) on all types of databases
- Experience in Extract Transform Load (ETL) development using SQL Server Integration Services (SSIS) packages.
- Assist with disaster and business recovery planning, testing, and maintenance using HA/DR technologies (Clustering, Always On, Replication, Log Shipping).
- Work on SCOM monitoring setup for SQL Server Databases and customize the priority of alerts across Prod, Dev environments.
- Set up source control, link databases to GITLAB, and facilitate the automation of production deployments.
- Review developer code, perform check-ins to version control, and handle deployments.
- Work in a DevOps database model, responsible for 24/7 operational support, collaborating with development and QA teams on application changes, code reviews, and deployments.

Environment: AWS, Azure, Linux, Windows server 2016 R2, Windows server 2012 R2, Windows server 2008 R2, Git, GitHub, Jenkins, VMware vCenter, Kubernetes, Docker, Nagios, Python, Java.

Database Engineer

Nov 2007 - Dec 2016

Pathfinder Enterprises (Pty) Ltd, Francistown, Botswana

Responsibilities:

- Provide operational support and engineering solutions for various databases, including SQL Server, MongoDB, MySQL, Postgres, and Amazon Document DB.
- Focus on enhancing SQL Server performance by closely monitoring usage, setting up baselines, and taking necessary actions.
- Consolidate databases from different servers and migrate them to a single server for cost-effective solutions, considering performance, IO throughput, and specs usage.
- Install and support SQL Server on Linux for non-critical production databases.
- Provide high availability solutions for high read-intensive databases.
- Offer cost-effective disaster recovery solutions for SQL Server databases.
- Implement complex high availability and disaster recovery solutions, combining Always On and Log Shipping, as well as Replication and Mirroring, tailored to business requirements and customer SLAs.
- Migrate SSIS packages from SQL Server 2012 to SQL Server 2016.
- Focus on performance tuning for large databases ranging from 1 TB to 3.5 TB.

- Address new requirements and make necessary data/schema changes while adhering to company standards of development and change processes.
- Actively monitor and optimize maintenance plans, set up email alerts, and automate tasks.
- Set up and monitor SQL Server Transactional replication, troubleshoot data sync issues, and automate audit reports on logins, database users, and SQL Server Agent jobs.
- Migrate SQL Server 2008 to SQL Server 2012 using In place and Side-by-Side approaches.
- Implement Always On High Availability and Disaster Recovery (HADR) on SQL Server 2012.
- Support application vendors with database-related issues.
- Create maintenance plans for automation of backups, working with Net App Snap manager for snap backups.
- Provide appropriate Disaster Recovery (DR) solutions based on client requirements and limitations.
- Work on database migration and SQL Server upgrade projects from SQL Server 2005 to SQL Server 2008/2008R2 and SQL Server 2008 to SQL Server 2012.
- Write and execute Change steps for Change management on production systems.
- Coordinate with the Offshore DBA Support Team on production support issues.
- Apply patches for existing SQL Server 2008 instances.
- Set up and support MSSQL clusters, including active/passive and active/active clusters on Windows 2012 and SAN.
- Participate in 24/7 On-Call production support, being accountable for the operational aspects of infrastructure management according to solution requirements and defined SLAs.
- Collaborate with others in Infrastructure Engineering to assess the production environment for continuous improvement and enhancement of existing environments.
- Plan and coordinate data migrations between SQL Server instances as needed by development, QA, and Production.
- Support customers during the implementation process and troubleshoot issues preventing go live.
- Provide technical support for in-house and 3rd party developed SQL Server applications, including software installations, upgrades, problem diagnosis, performance monitoring, evaluation, and tuning recommendations.

Environment: Linux, Windows server 2016 R2, Windows server 2012 R2, Windows server 2008 R2, MS-SQL Server, Oracle, MongoDB, MySQL, Postgres, and Amazon Document DB, VMware

SQL Server DBA
ACEAR, Ambala, India
HMRIT, Delhi, India

Jul 2006 - Oct 2007
Apr 2005 - Jul 2006

Responsibilities:

- Responsibilities included database design, troubleshooting, upgrades, and maintenance.

- Write technical policies, procedures, and provide guidelines/roadmap for implementing policies and standards for Database Service Operations.
- Document security standards for Database Security, implement the standards, and validate.
- Develop custom scripts to automate the implementation of backup retention policy across the environment.
- Identify inefficiencies in current databases and investigate solutions.
- Work on a user/login remediation project to ensure compliance with security standards.
- Proactively monitor system performance, availability, and disk space using custom scripts, monitoring tools, and generate alerts at the threshold limit.
- Perform and assist in Root Cause Analysis of incidents.
- Provide database maintenance support and monitor the database for 100% uptime.
- Create and manage automated scheduled jobs for DB Maintenance, Backups (involving native and NetBackup's).
- Writing and executing change steps for the change management on production systems.

SQL Server DBA

Rai Foundation, New Delhi, India

Jan 2004 - Apr 2005

Responsibilities:

- Provided database support for various applications and ensured 100% uptime.
- Manage user security on databases.
- Scheduled automated jobs for the improvement of performance like UPDATING STATISTICS, UPDATING INDEXES and DBCC checks
- Perform SQL Server database patching as needed during scheduled maintenance window.
- Using SQL Server profiler, performance tuned slow running stored procedures to decrease run times.
- Provide technical support for in-house and 3rd party developed SQL Server applications, including software installations, upgrades, problem diagnosis, performance monitoring, evaluation, and tuning recommendations.
- Create and manage automated scheduled jobs for DB Maintenance, Backups.

SQL Developer / DBA

St. John PG Centre, India

Nov 2001 - Jan 2004

Responsibilities:

- Responsible for database design, maintenance, and troubleshooting
- Write scripts for internal DB monitoring, sending email alerts to on-call DBA.
- Experience in creating minor packages for loading data from different platforms and developing major packages with complex control flow and data flow transformations, including business intelligence, Split, and Join transformations.

- Work on fine-tuning databases, resolving performance issues, and proactively monitoring databases for optimum performance.
- Provide database maintenance support and monitor the database for 100% uptime.
- Create and manage automated scheduled jobs for DB Maintenance, Backups.
- Proactively monitor system performance, availability, and resolve issues.
- Perform performance tuning at both server and database levels, taking corrective actions.

System Programmer
SRTIST, Nalgonda, India

Feb 1999 - Oct 2001

Responsibilities:

- Design and code computer programs tailored to fulfill organizational objectives.
- Create workflow diagrams and charts to illustrate program functionality before implementation.
- Conduct software testing to detect and rectify bugs and inconsistencies.
- Develop code for software patches and bug fixes.
- Collaborate with team members to devise creative problem-solving solutions.
- Foster cross-departmental collaboration to comprehend their needs and create software solutions.
- Conduct routine audits to identify software inefficiencies and devise workflow enhancements.