

The following documentation is an electronicallysubmitted 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.

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eneral Information Contact D	efault Values Discount	Document Information	Clarification Request			
Procurement Folder:	1354530			SO Doc Code:	CRFQ	
Procurement Type:	Central Master Agreement			SO Dept:	0705	
Vendor ID:	VS0000045698	企		SO Doc ID:	LOT2400000011	
Legal Name:	Global Force USA			Published Date:	4/29/24	
Alias/DBA:				Close Date:	5/7/24	
Total Bid:	\$0.00			Close Time:	13:30	
Response Date:	05/03/2024			Status:		
Response Time:	17:51			Solicitation Description:	Addendum No 2 - Prequalification Agreements Temp Staffing	п
Responded By User ID:	NazWarden	金				11.
First Name:	Naz			Total of Header Attachments:	7	
Last Name:				Total of All Attachments:	7	
	nazw@globalforce-us.cor					
Phone:	8325327401					



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:	1354530				
Solicitation Description:	Addendum No 2 - Prequalification Agreements IT Temp Staffing				
Proc Type:	Central Master Agreement				
Solicitation Closes		Solicitation Response	Version		
2024-05-07 13:30		SR 0705 ESR05032400000006675	1		

VENDOR					
VS0000045698 Global Force USA					
Solicitation Number:	CRFQ 0705 LOT2400000011				
Total Bid:	0	Response Date:	2024-05-03	Response Time:	17:51:47
Comments:	Will also give volume discount				

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

tract Amount

Commodity Line Comments: As per the question and answer Addendum contract price is not required when submitting the bid

Extended Description:

Temporary IT Staffing Services



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:	1354530		Reason for Modification:		
Doc Description:	Addendum No 1 - Prequa	lification Agreements IT Temp Staffing	Addendum No 1 is issued to modify the bid opening date.		
Proc Type:	Central Master Agreemen	ıt			
Date Issued	Solicitation Closes	Solicitation No	Version		
2024-04-22	2024-05-07 13:30	CRFQ 0705 LOT2400000011	2		
BID RECEIVING L	OCATION				
BID CLERK	ADMINISTRATION				
PURCHASING DIV					
2019 WASHINGTC					
CHARLESTON	WV 25305				
US					
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VENDOR	k el nie jedyt i ji maj				
	Code: VS0000045698				
Vendor Customer	Code: VS0000045698				
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Vendor Customer Vendor Name : Gl Address : 8323 So	Code: VS0000045698 obal Force USA				
Vendor Customer Vendor Name : Gl Address : 8323 So 730	Code: VS0000045698 obal Force USA	Countr: USA	Zip : 77074		
Vendor Customer Vendor Name : Gl Address : 8323 Se 730 Street :	Code: VS0000045698 obal Force USA				
Vendor Customer Vendor Name : Gl Address : 8323 So 730 Street : City : Houston State : TX	Code: VS0000045698 obal Force USA outhwest Freeway Suit	Countr: USA			
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Vendor Customer Vendor Name : Gl Address : 8323 So 730 Street : City : Houston State : TX Principal Contact Vendor Contact P FOR INFORMATIC BUYER Toby L We	Code: VS0000045698 obal Force USA outhwest Freeway Suit : Naz Warden hone: 832-532-7401	Countr: USA			
Vendor Name : Gl Address : 8323 So 730 Street : City : Houston State : TX Principal Contact Vendor Contact P	Code: VS0000045698 obal Force USA outhwest Freeway Suit : Naz Warden hone: 832-532-7401	Countr: USA			

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

Vendor

FEIN#

DATE 04/30/2024

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

1) To modify the bid opening date from 04/25/2024 to 05/07/2024.

--no other changes--

INVOICE TO		SHIP T	0		
LOTTERY		LOTTE	RY		
PO BOX 2067		900 PE	NNSYLVANIA AVE		
CHARLESTON	WV		ESTON	WV	
US		US			
Line Comm Ln D	lesc	Qty	Unit Issue	Unit Price	Total Price
1 Temporary I	T Personnel Services				
Comm Code	Manufacturer	Specific	ation	Model #	
80111600					
Extended Description:					
Temporary IT Staffing S	ervices				

SCHEDULI	E OF EVENTS	
Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2024-04-18

SOLICITATION NUMBER: CRFQ LOT2400000011 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:

- $[\checkmark]$ 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 modify the bid opening date from 04/25/2024 to 05/07/2024.
- --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.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ LOT24*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)

[X]	Addendum No. 1	[]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.

Global Force USA
Company
TA
 Authorized Signature
4/30/2024
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

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) Naz Warden - Business Partner (Address) 8323 Southwest Fwy, Suite 730, Houston, TX 77074 (Phone Number) / (Fax Number) 832-532-7401 (email address) nazw@globalforce-us.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.

Global Force USA

 (Company)
 (Signature of Authorized Representative)

 Naz Warden - Business Partner.
 4/30/2024

 (Printed Name and Title of Authorized Representative) (Date)
 832-532-7401

 (Phone Number) (Fax Number)
 nazw@globalforce-us.com

(Email Address)



8323- Suite 730, Southwest Freeway, Houston, TX-77074

Global Force USA

Ph.832-532-7401 / 832 649 4215 www.globalforce-us.com

Corporate Experience

Established in 2007, Global Force USA operates as an "S Corporation" under the ownership and management of partners Naz Warden and Mel Warden. Our leadership team, comprising Program Managers, recruiters, and business development professionals, collaboratively oversees the operations of Global Force USA, Inc.

With over 20 years of expertise in Human Resources, Naz Warden plays a crucial role in the recruitment process for positions ranging from office clerks to C-Suite executives. Her background in finance and IT support equips her to effectively manage company resources and address the HR needs of both clients and employees. Naz is responsible for assigning recruiting resources to fulfill temporary, placement, and staff augmentation contracts, along with direct hires.

Mel is the co-founder of Global Force USA. He has over 20 years of experience in the areas of IT consulting and project management for investment management and oil and gas companies. He earned his MBA from Ashland University, Ohio and worked for eight years in the investment management industry in the IT sector. He spent the next ten years in the oil and gas industry, primarily in the information technology area, with key roles as a Business and Systems Analyst, Software Architect and Project Manager. In 2003, he became an independent consultant, providing IT solutions for the private sector. During that period of time he was the lead on various successful projects, where he implemented, customized, and developed software applications to meet his clients unique business needs.

Vicki Semander, our Project Manager, performs the program management for temporary staffing services. Her experience is derived from 22 years spent working in federal government, state, and local level contracting arenas, as well as formal education in business administration and human services. She has a comprehensive understanding of the Federal Acquisition Regulation (FAR) and Code of Federal Regulation (CFR), along with fourteen (14) years of program management experience on federal staffing contracts. In addition to managing the five Job Corps temporary staffing contracts that serve as our past performance references, she has five years of experience as the deputy program manager for a NASA direct-bill labor contract at Johnson Space Center from 2002 to 2007, under another contractor. In that capacity, Vicki handled budget reporting, invoicing, billing, validating time, and other key contract tasks.

Joanne Bucci our senior Account/PM manages all the recruiting tasks. Has over 20 years of experience in Healthcare, Retail and Non-Project industries. She manages our day-to-day activities and coordinates recruiting efforts with other team members.



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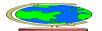
Global Force USA, Inc., USA currently employs 8 full-time corporate staff members, and we have approx. 110 employees assigned to contract positions in both government and the private sectors.

At Global Force, we acknowledge the growing requirement for staffing services catering to a broad spectrum of disciplines and skill sets, as highlighted in the West Virginia Lottery's contract for Information Technology Temporary Staffing Services. These demands frequently carry time constraints, presenting personnel challenges. Our team excels in diverse fields such as business administration, clerical support, engineering, Information Technology, and technical roles, specializing in maintaining efficiency—a vital aspect for fulfilling the contract requirements.

Functional / Labor	Clients with over 5 yrs. of Service						
Categories	Adecco	Kelly Services	Data Bank IXM	Apex Systems	USDA Job Core	TEXAS DIR	
Business Administration	V	\checkmark	\checkmark		\checkmark		
Engineering		\checkmark		\checkmark			
Technical	~	✓		\checkmark	~		
IT	~	✓		 ✓ 	✓	\checkmark	
Clerical	~	✓	✓	 ✓ 	✓		
Custodial	~	✓			\checkmark		

Our experience in these areas spans a wide range of projects and industries, showcasing our ability to source top-notch talent for diverse organizational needs. By aligning our recruitment efforts with the contracts mission, we ensure that our staffing solutions contribute directly to the overarching objectives.

Operational excellence is at the core of our approach at Global Force USA. We implement robust management processes that prioritize maximum performance within government-mandated time and cost parameters. Additionally, we leverage collaborative tools to enhance communications and reporting, fostering seamless coordination between all stakeholders involved. Quality control is ingrained in our practices, with adherence to standardized and replicable procedures to maintain consistency and excellence in service delivery across all disciplines and skill sets.



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Global Force USA

CAPABILITIES

- **Consulting Services**
 - Technology Consulting
 - Business Process Consulting

Staff Augmentation

- Software Developers
 - Java / J2EE
 - Microsoft .NET (C#, VB.net, ASP.net)
 - Microsoft SharePoint
 - C++
- IT Analyst
 - Business Analyst
 - Systems Analyst
 - Systems Integration Analyst
 - Systems Architect
 - Financial Systems Analyst
 - Financial Systems Solution Architect
 - Software Quality Assurance, Testing Services and
 - Help Desk & Support Analyst
 - Quality Assurance Analyst
 - Security Analyst
- ERP Technical / Financial Consultants
 - SAP
 - Oracle E-Business Suite
- CRM Technical/Financial Consultants
 - salesforce CRM
 - SAP CRM
 - Microsoft Dynamics CRM
 - Siebel/Oracle CR
- Networking 0
 - Network Analyst
 - Network Architect
 - Network Engineer
- Database
 - Oracle Database Administrators
 - MS SQL Server Administrators
 - DB2 Administrators
 - Database Modeler



Global Force USA Ph.832-532-7401 / 832 649 4215

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- 8323- Suite 730, Southwest Freeway, Houston, TX-77074 Data Analyst
 - Database Administrators
 - Project Management And other IT Consultants
 - Project Managers
 - Business Process Analyst
 - Change Management Analyst
 - Project Coordinators
 - Technical Writers
 - Others
 - Help Desk Support
 - Clerks

Customized Software Programming •

- Mobile Apps IPhone and Android
- Internet Apps
- Client Server Apps



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Current Software Projects:

Client: Oil & Gas Company:

Purpose:

The purpose of this project is to replace the existing Gas Accounting Software system as the current technology has become obsolete.

Project Scope:

- 1. Gather user requirements from various stakeholders and obtain final consent of requirements from stakeholders for creating an RFI and RFP process.
- 2. Perform an "Alternative Analysis" for deriving the best possible solution for replacing the existing software.
- 3. Internally build new interfaces to the existing application such as SAP- FI/CO, Gas Volumetric systems and corporate credit systems.

Technology and Tools Applied:

- 1. Advanced Agile Business Analysis based on BABOK guide.
- 2. SAP FI /CO modules, SAP PI
- 3. MS .Net 2012 (ASP.net, VB.net, C#), SQL Server 2010, Oracle 11g R2

Client: Transportation

Purpose:

The purpose of this project is to build a mobile application which tracks location of truck drivers to the nearest fuel station.

Project Scope:

- 1. Perform requirements gathering sessions to capture information needed.
- 2. Develop a mobile interface application which can be used on an iphone / android smart phone and on an iPad / tablet.

Technology and Tools Applied:

PHP, Java scripts, MS .Net 2012, SQL Server 2010



SM Quality Assurance Analyst

PROFESSIONAL SUMMARY

Over 8+ years of experience as **SDET** within the **IT Industry**, with broad ranging experience in Insurance, Serving the Military, Risk Management, Core Banking, Investment, Brokerage and Mutual Funds Trading domain. Hands on experience on **Cypress**, **Selenium**, **Eclipse Oxygen**, **IntelliJ**, **HP QTP/UFT**, **HP ALM / Quality Centre**, **JIRA**, **Junit**, **REST & SOAPUI Service testing**, **VB Script**, **Java**, **C#**, **Macros**, **Fidelity Mainframe Screen Testing**, **DRR Testing**, **CI/CD**, **GIT**, **Postman**, **QTest**, **JIRA**, **Agile/SCRUM Methodology**, **Gherkin** (Cucumber), **WDIO**, **Gitbash**, **Gradle5.5**, **CSS**, **SQL**.

- Good functional exposure in Banking, Military Order Benefits (Credit Relief Benefits), Investment and loans domain.
- Experienced in Leading/Managing/Testing of Agile/SCRUM and Waterfall project teams.
- Proficient in Test Automation using UFT (Formerly QTP) and Selenium Tools.
- Experienced in Fidelity green screens integration testing.
- Good knowledge on Object-Oriented Programming Concepts.
- Experienced in Java programming.
- Experience in developing the framework from scratch & testing the complex web application Cypress Automation Regression scripts.
- Conducted all forms and types of testing including Manual/Functional (End to End System Testing, Integration Test, and User Acceptance Testing) in large scale projects and diverse industries.
- Involved in full SDLC of Testing which includes analysis, design, development, unit testing, integration testing, System Testing, User Acceptance testing, Accessibility testing, Batch testing(qTest) and Regression Testing.
- Experience in SQA (Software Quality Assurance) including Manual and Automated testing with tools such as Selenium WebDriver/IDE, Cypress, Cucumber, JUnit/TestNG, Quality Center, JIRA, Appium, REST & SOAP UI.
- Experience in designing and implementing of Hybrid framework Keyword and Data Driven and Page Object Model.
- Experience in writing and executing Manual Test Cases and developing automation scripts using Java, Selenium WebDriver, and TestNG/JUnit for automating test cases.
- Well versed in different management scenarios like Change Control, Quality Assurance, Defect Tracking, System Integration, and Task Scheduling.
- Expertise on qTest Integration with Jira, Designing, Executing the test cases on Daily basis.
- Presented qTest Training to the different teams including SME's & DPO.
- Helped the team in estimations of automation project.
- Experience in interaction with Clients on requirement analysis.
- Involved in defect reporting, validation and reporting daily updates to business owners.
- Very good communication skills, team player with excellent analytical skills & problem-solving aptitude.

EDUCATION

- Masters in MSITM, Campbellsville University, KY
- Bachelor of Technology, JNTU University, India

SKILL SET

Selenium - Java, C#, HP QTP/UFT, Cypress, BDD-Cucumber, TestNG, Gradle 5.5, Gherkin, Maven, Eclipse Oxygen, VB Script, SOAPUI Service Testing, Mobile Testing, HP QC/ALM, IBM RTC, Automation, Functional Testing, Batch testing, Database SQL, Accessibility testing –Omni bug, Proprietary Agile/scrum tools - JIRA, QTest, Macros, Version Control tools like – TFS, GIT, Cloud Services - AWS, Postman, IntelliJ, Gitbash.

STRENGTH

- Experienced in Leading/Managing/Testing of Agile/SCRUM and Waterfall project teams
- Conducted all forms and types of testing including **Functional (End to End System Testing, Integration Testing, Accessibility testing and UAT)** in large scale projects and diverse industries.
- Knowledge of Automation framework design and implementation using **Selenium**.
- Expertise in testing Web Based, Mobile, Service testing with SOAP UI tool, Database and Main Frames based applications.
- Managed end-to-end testing delivery for large software delivery projects (5+ resources) in client engagement model involving multiple suppliers.
- Expertise Running the Web scripts in DRR live.
- Responsible for drafting weekly, daily, metrics, test summary reports and coordinate with the senior management.
- Expertise in **Integrating QTest with JIRA**, where all the JIRA stories can be linked with QTest to design and execute the test results as evidence.
- Trained different teams about the different concepts of qTest from the basics.
- Well versed in Test strategy, Effective Test management for Delivery-to-target, Cost reduction and Test Optimization.
- Applied knowledge in **Risk Based Testing**, Change Management & Change Control processes.
- Experienced in both Agile Scrum, Iteration cycles and Waterfall deliverable projects.
- Worked in Process Consultant roles defining process and documentation of process in each phase of the SDLC.
- Well Acquainted with all the phases of **SDLC** and **STLC**.
- Excellent Business Analysis Skills with emphasis on Product and release-based QA.
- Strong in Object Oriented Programming concepts.
- Quick grasping and spontaneous learning of the complex applications.

PROFESSIONAL EXPERIENCE

Project #1:

USAA is a fully integrated financial services company in the United States of America serving more than 6 million military members. The mission of facilitating financial security to its members, associates, and their families through provision of a full range of highly competitive financial products and services. In doing so USAA seeks to be a provider of choice for the military community. Account creation for USAA employees by adding accounts like checking's, savings and credit cards to perform transactions.

Client Name	United Services Automobile Association (USAA), San Antonio, TX
Project Title / Name	Military Benefits MBTCL DRR Testing, Fidelity Testing, Bank Deposits
-	UAT Automation
Project Duration	July 2019 – Till Date
Role	SDET (Onsite - Offsite working model)

Software / Tools / Technology

Java, Selenium WebDriver, BDD, TestNG, Gradle 5.5, Eclipse Oxygen, JavaScript, IntelliJ, Test NG, JIRA, Gherkin, GIT, QTest, WDIO, DRR, Agile, HTML, XML, JSON, XPath, Cucumber, Cypress.

Project Description:

MBTCL & CBDD is a front-end web-based Military Benefits application that works on both Dotcom & MSR Portal channels. The project objective is to automate the manual scripts for Portal channels on all runways. The project also has a part of application in Cloud developed using AWS for which API's are tested.

Project Responsibilities:

- Lead and own Automation framework Java, Selenium, Cypress, BDD- Cucumber, Gradle, TestNG
- Involved in design, development and maintain of Automation framework from scratch.
- Developing the Selenium Test Scripts
- Involved in maintaining the framework of Client Standards.
- Reusing Existing Test Script for Regression
- Expertise on QTest Integration with Jira, Designing, Executing the test cases on Daily basis.
- Running the MBTCL Web scripts in DRR live.
- Maintaining our web test scripts in GitLab Repository.
- Tested Rest APIs using postman and Rest Assured automation scripts.
- Experience of JavaScript, XML and JSON.
- Achieved CI/CD using GIT Pipeline.
- Performed API testing on the application hosted on AWS EC2 using SOAP UI.
- Integrated the Local results to qTest tool using Gitbash.
- Trained the entire UAT manual team about Automation, Java, and GIT.
- Explain and teach basic coding standards to the team.
- Gathering required documents like system and release sign off for audit.
- Preparing End of schedule report and carrying out minutes of meeting with the team. (Both offshore and onsite) at the end of the schedule and attending daily stand-up calls.
- Good Collaboration with DPO's & SME's as we follow the Agile Methodology

Project #2:

Express Scripts Holding Company is a Pharmacy Benefit Management (PBM) Organization. In 2017 it was the 22nd-largest company in the United States by total revenue as well as the largest Pharmacy Benefit Management (PBM) in the United States. Express Scripts also offers Pharmacy Benefit Management (PBM) services for workers' compensation insurance programs. The company processes pharmaceutical claims for members through a network of retail pharmacies. The main objective of this project is committed to delivering the best value for the maintenance and reliability of the pharmacy automation equipment and oversee a multi-craft team to deploy root cause analysis and problem-solving methods to troubleshoot and resolve automated equipment issues and determine preventative measures.

Client Name	Express Script, Franklin Lakes, NJ
Project Title / Name	Performance & Regression Testing
Project Duration	July 2018 – June 2019
Role	SDET(Onsite - offsite working model)
Software / Tools / Technology	Java, Selenium WebDriver, BDD, TestNG, JUnit, ANT, Eclipse,
	Postman tool, Visual studio, Windows, SOAP UI, TFS, XML, JavaScript,

Cucumber, Agile, HTML, XML, XPath, JMeter, Quality Center, ALM 11.5, MySQL Server.

Project Description:

It is a Web-based UI application. The main objective of this project is committed to delivering the best value for the maintenance and reliability of the pharmacy automation equipment and oversee a multi-craft team to deploy root cause analysis and problem-solving methods to troubleshoot and resolve automated equipment issues and determine preventative measures.

Project Responsibilities:

- Worked with Business Analysts, Developers and Database administrators to learn and develop Test scripts for web-based application.
- Automation of Regression Test Suite using Selenium Web Driver to maintain the cost effective and reduce the manual test effort.
- Actively participation in Regression testing, Functional testing, System testing, Smoke and Sanity Testing.
- Involved in integration testing of different modules.
- Automation scripting using Selenium and BDD.
- Created Requirements Traceability Matrix, and manual test cases with HP Quality Center.
- Participated in Test Case Review meetings and supported offshore team with new defects and test case executions.
- Performed records, enhanced, and play back test in Firefox using Selenium IDE.
- Modification and execution of Test Case Scripts (Java-Selenium WebDriver) in Eclipse IDE, design of automation test framework (JUnit and TESTNG).
- Attended performance review, project meetings on an ongoing basis to keep track with test status.
- Executed SQL queries and retrieved data for data validation and backend testing.
- Conducted User Acceptance Testing phase for end users along with Business Analyst.
- Reported defects to the developer and maintained in Quality Center.
- Developed Test Plan and Test Strategy for the entire Line of business and for each BAU release.
- Quick set-up, execution and reporting of findings to perform smoke test for each build.
- Detailed manual and Automation testing of new functionality & regression of existing functionality. This includes Server & Client testing. XML Validations are performed between the client & server as well as the front-end applications
- Used Quality Center to document issues found during the test automation process and discuss the defect scenario with Defect Review Board.
- **Postman** allows to store information for running tests in different environments.
- Involved in preparing the Test Metrics using Quality Center to report the defects Matrix, Test Execution progress, Age of Closed defects.

Project #3:

Reynolds American Inc. is an indirect, wholly owned subsidiary of British American Tobacco p.l.c., and the U.S. parent company of R. J. Reynolds Tobacco Company; Santa Fe Natural Tobacco Company, Inc.; American Snuff Company, LLC; Modoral Brands, Inc.; R. J. Reynolds Vapor Company; Lorillard Licensing Company, LLC; Reynolds Brands, Inc.; and we use Stores LLC. This position is with R.J. Reynolds Tobacco Company (2004). Here, you'll have the opportunity to work on iconic brands and revolutionary products by collaborating with visionary, principled and passionate people every day.

Client Name

Reynolds American, Winston-Salem, NC

Project Title / Name Project Duration Role Software / Tools / Technology End-End Testing March 2017 – June 2018 QA Tester(Onsite - offsite working model) Java, Selenium Web Driver, Jenkins, TestNG, Maven, Eclipse IDE, JavaScript, HP QC ALM, Oracle 11g and Windows 8.1.

Project Description:

The main objective is responsible for sampling, testing, and recording results on product samples collected per SOPs, Work Instructions, and guidelines. This role requires the use of equipment for testing/measuring and assisting with analyzing the data that is collected.

Project Responsibilities:

- Participated effectively in relevant aspects of software development life cycle (SDLC) including planning, construction, testing, reviews and demonstrations.
- Extensively Involved in writing white-box test cases based on the User and Business Requirements.
- Interacted with Business Clients, Developers and QA Manager for clear exposure to trickle down the technical/functional User Requirements & Change Requests to Test Plans and Test Scenarios.
- Developed initial Test Scripts as Proof of Concept (POC) for First page of Fit2Me Activity Mini-Tool.
- Created both Manual and Automation Test Scripts using Selenium WebDriver and JAVA Technologies (Eclipse IDE).
- Used Maven for Dependency Mechanism and Project Structure Management.
- Tested the application in highly dynamic environment with sprint team using agile methodology.
- Automated the Test cases using Selenium for Regression testing and TestNG for grouping the tests
- Created and enhanced numerous test scripts to handle changes in the objects, in the tested application's GUI and in the testing, environment using Selenium WebDriver.
- Extensively used Page Objects design and page navigation framework for readable test script and easy maintenance from developer perspectives.
- Converted commercial QTP Scripts to open source Selenium WebDriver scripts to maximize the profits of the company without compromising Quality.
- Used firebug to identify object's ids, Name, XPaths, links in the application.
- Used HP Quality Center for Test Management for functional Test Automation.
- Provide all data validation through SQL queries, UNIX commands to perform Back-end testing
- Participated in Walkthrough and defect report meetings periodically.
- Responsible for keeping up with the test schedule and interacting with software engineers to ensure clear communications on requirements and defect reports.

Project #4:

Diligent IT Services is a promising software development company and is a customized process-driven software solutions provider based in India specializes in providing complete cycle of IT solutions and services, which deliver significant savings to the customers. The key working area of Diligent IT Services at this point of time is Financial and Stock market tools and applications that includes software development work for the financial domain.

Client Name Project Title / Name Diligent IT Services, India DCX - Savings Onboarding

Project Duration
Role
Software / Tools / Technology

Dec 2011 – Dec 2015 Manual Tester Manual Testing, Java, Windows 2000, Mercury Quality Center and UNIX

Project Description:

It is a Web-based application. The main objective is to write the Manual Test cases/Scripts and will be working as a part of a Scrum team and primarily responsible for rewriting existing automated e2e test suite.

Project Responsibilities:

- Involved in all phases of SDLC and STLC and gathered requirements from BRD.
- Performed Manual Testing of the application functionality to complete black box testing of the application.
- Used different test scenarios to validate the functionality for the application.
- Creating and generating system test scripts for different test scenarios covering all aspect of project functionality.
- Developed test cases for Functional testing, GUI testing and Usability testing to ensuring the quality of the application.
- Involved in Acceptance testing.
- Performed Regression and Re-Testing following any updates or bug fixes by the development team.
- Used Test Director and Mercury Quality Center for updating the status of all the Test Cases & Test Scripts that are executed during testing process.
- Took part in the team bug review meeting.
- Responsible for logging the defects, keeping track of them and verifying the bugs are the fix.
- Bugs are reported using MS excel and Test Director.
- Communicated with developers regularly regarding defect resolution.
- Actively involved in writing the traceability matrix for the coverage of all the scenarios.
- Prepared Test case coverage reports for status meeting.
- Involved in status updates, weekly meetings and provided relevant feedback with value added analysis geared towards improving and optimizing testing strategy.

Achievements:

- Logged 500 defects during a short period (7 Months).
- Delivered the 36 User stories successfully in a month without 0% issues.

$\label{eq:main_state} \mathbf{M} \, \mathbf{Z}$ Software Developer

Profile Highlights:

Experienced software developer with around 6+ years of hands-on experience in developing and delivering robust infrastructure and platform solutions. Proficient in designing and implementing **RESTful** microservices using **Spring Boot** and **Java**, with a focus on scalability, performance, and security. Skilled in programming, testing, and continuous integration using GIT, GitLab, and IBM's UCD. Strong problem-solving skills and attention to detail, with a track record of delivering high-quality software solutions. Excellent communication abilities with a proven ability to collaborate effectively with cross-functional teams. Able to troubleshoot network and proxy issues and provide technical guidance during requirements gathering and implementation. Highly adept at creating validation documents and participating in Agile activities.

Technical Skills: (WindowsLinuxIOS)						
Languages	JAVA8, JAVA17, JavaScript, Shell Script, SQL, HTML, XML,					
	HTML5, Angular, CSS					
Databases	MYSQL,Oracle, PostgreSQL,SQL Server, Teradata.					
Version Control	GitLab, GitHub, BitBucket					
Middleware	Apache Tomcat, Jetty, WebSphere, JBoss					
Frameworks	,Spring, Spring Boot, Spring Batch & Spring MVC, J2EE,JAX- RS					
Build Tools	Maven, Gradle					
Web Services	RESTful, SOAP					
Development Tools and IDE's	Eclipse, IntelliJ, Sublime Text, Visual Studio					

Professional History:

API Platform Developer

Mar 2019 - Till date USAA, San Antonio, TX

Responsibilities:

- Designed and develop Restful Microservices using Spring Boot.
- Working in Safe Agile Environment for this project.
- Using Lambda expressions and have better connectivity to Cloud in addition adding Spring Boot Libraries.
- Used Gradle as build and dependency management tool for creating EAR, WAR and JAR file to be deployed in application servers and integrated with Gitlab.
- Deployed microservices to Docker containers using Gitlab as CI/CD tool.
- Worked with legacy Jax-RS Rest webservices and deployed them in the JBoss server.
- Performed unit testing using Junit, Mockito and Power Mockito framework.
- Prepared test cases and provided support to QA team in UAT.
- Understanding functional specifications and documenting technical design documents for the Project.
- Implemented Springboot microservicess to process the messages into Kafka cluster setup.
- Implemented to reprocess the failure messages in Kafka using offset id
- Integrated services with Apache Kafka to produce and consume success and failure response of service to topics.

- Integrated SonarQube which detects bugs, vulnerabilities, code smells in the services.
- Used Gradle to define the dependencies / plugins and build the application.
- Generated Jacoco reports for unit test cases for every layer of service.
- Created Kibana, Prometheus Dashboards to track services in the higher environment.
- Designed use cases for the Application as per the business requirements.
- Participated in requirement gathering and framework implementation sessions through Safe Agile methodology.
- Using POSTMAN, Ready API, Swagger UI for testing developed Web services.
- Develop the code based on the requirements, build and deploy the code in all the environments like DEV, SIT, and UAT.
- Preparing and setting up of the test data and verifying test execution results using SQL quesries.
- Implemented the Database queries using PL/SQL, Oracle.
- Design and implement efficient and scalable API solutions that meet the business requirements of the organization, while adhering to industry best practices and security standards.
- Create and implement API security measures to protect sensitive data and prevent unauthorized access
- Collaborate with cross-functional teams to understand business requirements and design API solutions that align with the overall system architecture and technology stack.
- Collaborate with cross-functional teams to understand business requirements and design Restful Microservices that meet the needs of the organization
- Develop and maintain automated test scripts to ensure the quality of API solutions
- Design and develop innovative API solutions that leverage cloud technologies and improve system performance and scalability
- Worked with SnapLogic IPass tool.
- Identify and implement opportunities for performance optimization and efficiency enhancements in API development.
- Implemented Spring Batch for efficient batch processing of large volumes of data, including job configuration, defining steps, and processing items in bulk.
- Configured Spring Batch jobs using Control-M for scheduling, rerun time, and monitoring, ensuring smooth execution and proper handling of job failures.
- Deployed and managed Spring Batch jobs on OpenShift, ensuring scalability and availability of batch processing services.
- Utilized persistent storage for transferring files from vendors to the in-network environment, ensuring secure and reliable data exchange.
- Managed file transfers using Linux servers for manual access and processing when necessary.

Environment: Java 17, Java 8, J2EE, Spring Boot, Intellij, Slf4J, Putty, Gradle, Junit, Mockito and PowerMock, SpringbootRunner, Kibana, Swagger, Prometheus, SQL, Qtest Integration, JIRA, Openshift, Docker, Apache Tomcat, JBoss.

Software Developer

Responsibilities:

- Developed API using Spring Framework to Integrate with Amazon EC2 cloud based architecture in AWS.
- Worked AWS services S3, SSH.
- Extensively used Jenkins tool and made customization's according to the local build to track out the build status.
- Used Spring Rest Template to use the exposed REST Web Services.
- Developed POJO's, Data Access Object (DAO) which handles all database operations using Hibernate.
- Used Spring AOP in case of logging and security.
- Continuously research and stay up-to-date with the latest technologies, frameworks, and best practices in software development to ensure the team is utilizing the most efficient and high-quality solutions.
- Conduct code reviews and provide constructive feedback to team members to enhance code quality and maintain coding standards

June 2018 - Feb 2019 Capital One McLean ,VR

- Used the JDBC for data retrieval from the database.
- Participate in code refactoring and optimization to improve system performance and scalability
- Collaborate with stakeholders to define, prioritize, and manage project requirements and deliverable
- Worked with Github tool for code repository and jenkins to build it.
- Deployed the micro services in Docker cloud platform.
- Used Kibana dashboard for monitoring the service logs and tracking.
- Used Log4J for logging and tracing the messages

Environment: Java 8, J2EE, Spring 3.0, Spring Boot, SQL, Eclipse, log4J, JSON, Gitlab, Gradle, Maven, Junit, Mockito, Service now, Docker, Apache Tomcat, AWS.

Programmer Analyst

Mar 2018 - May 2018 Walmart Bentonville, AR

Responsibilities:

- Designed and developed Microservices using Spring Boot.
- Working in Agile Environment for this project.
- Involved in Developing of Application based on J2EE using spring framework.
- Using POSTMAN for testing developed Web services.
- Created frontend using EXTJS framework.
- Used JavaScript for Client Side validations.
- Used Spring core annotations for Dependency injection and Spring MVC for REST API s and Spring Boot for micro services.
- Used Looper Jenkins for continuous integration in which all development work is integrated.
- Used GitHub for version control.
- Migration of Teradata from one server to another and Configured Cloud computing management in web service.

Environment: Java jdk, J2EE, Java 8, microservices, Oracle Database, Tera Data, JavaScript, JSON, Apache Tomcat, Maven, Log4J, Junit.

Software developer

Dec 2017 - Feb 2018 Nordstrom Seattle, WA

Responsibilities:

- Involved in the Development of this application using Java, Spring 3.5.
- Designed and developed Microservices using REST framework.
- Experienced in developing applications using Model-View-Controller architecture and spring framework.
- Build REST web service on Spring controller in the back-end to handle requests sent from the front end.
- Used GIT for version control and JIRA for issue tracking.
- Used Maven for code compilation and deployment on Tomcat Application Server.
- Used JUnit for unit testing of the system.
- Used Web Services for interacting with a remote client to access data.
- Created and maintained automated regression test s of UI and API managed multiple simultaneous releases, prioritized test cases and helped coordinate test coverage, acceptance criteria, and release planning.

Environment: Spring 3.5, Java 8, Git, log4j, Rest Web Service, Mockito JavaScript, JSON, MVC, XML JIRA.

RO

IT PROJECT MANAGER

Summary: Accomplished and dynamic Technical Project Manager with over 15 years of experience in leading customercentric communications projects. Leveraging a strong technical background, adept at implementing agile methodologies to drive exceptional results in competitive environments. Known for meticulous attention to detail, problem-solving prowess, and expertise in process optimization, cost control, and client relations. Skilled in aligning IT initiatives with organizational objectives, harnessing advanced technology to enhance productivity and support growth. Proven ability to anticipate and mitigate risks, develop innovative solutions, and manage diverse tasks with efficiency. A respected leader and mentor, adept at fostering collaboration and achieving strategic goals through diverse technical teams. Award winner of the prestigious Vendor Service Award for meeting and exceeding client expectations. *Key skills:*

Budget Forecasting • Vendor Management • Change Management • Negotiation • Project Management Client Experience Management • Process Streamlining • Strategic & Innovative Thinking • Subject Matter Expertise Project Planning & Execution • Operations Optimization • Performance Analytics • Leadership & Team Development Network Rollout/Deployment • Solution Implementation • Technological Solutions Delivery

Technical Skills: Microsoft Office Suite, Microsoft Project, Salesforce, CloudCoach, Smartsheet, Cellular WAN, Wi-Fi Networking, Routing, Network Infrastructure Management, JIRA, Telecommunications, ServiceNow, Broadband Provisioning, Service Delivery

PROFESSIONAL EXPERIENCE & ACHIEVEMENTS

InterVision Systems, Austin, TX

2023 to 2024

Technical Project Manager

Managed a variety of IT projects, encompassing infrastructure upgrades, greenfield Wi-Fi network deployments, and Endof-Life (EOL) upgrades. Led cross-functional teams through all project phases, ensuring timely delivery from planning to execution. Spearheaded strategic risk identification and mitigation efforts. Conducted regular project meetings, updated plans, and communicated status updates and budget information to stakeholders. Cultivated professional relationships with stakeholders, aligning project scopes with client expectations. Delivered concise technical reports to executives, ensuring strategic alignment with organizational goals.

- Developed and implemented growth strategies leveraging IT insights, establishing frameworks and guidelines for both internal and external utilization, driving actionable outcomes.
- Efficiently managed vendor on-site engagements and coordinated remote support activities by engineers, enhancing overall project functionality and efficiency.
- Ensured unwavering adherence to ethical standards and regulatory requirements while meeting aggressive project deadlines, maintaining integrity and compliance throughout project lifecycles.
- Spearheaded the transition of the IT project team to Agile methodology, resulting in a notable 20% acceleration in project delivery speed, optimizing team performance and adaptability.
- Pioneered the implementation of innovative initiatives and best practices, elevating the quality of project delivery and fostering a positive client experience through continuous improvement.
- Consolidated client project meetings for a key client, optimizing communication and productivity with breakout sessions as needed.

Charter Communications, Denver, CO

Project Manager

Led a project overseeing residential Wi-Fi testing facility operations, maintaining alignment with predefined metrics within scope, budget, and schedule. Directed and coached a team of 6 members, employing exemplary leadership to enhance productivity and achieve performance benchmarks. Cultivated stakeholder relationships, defining testing parameters and optimizing operational efficiency. Advocated for continuous improvement, adapting testing schedules to meet project deadlines and improve effectiveness.

2022

- Directed end-to-end execution of a residential Wi-Fi testing facility project, achieving 100% compliance with predefined metrics within scope, budget, and schedule expectations.
- Ensured optimal operational efficiency and user satisfaction by conducting comprehensive evaluations of device compatibility, functionality, interoperability, and performance within a Wi-Fi test lab.
- Utilized prioritization skills to develop project plans, effectively assigning and monitoring milestones to ensure adherence to schedule expectations and timely project delivery.

Single Digits Inc, Bedford, NH

Project Manager

Expertly managed a network integration project, utilizing advanced problem-solving skills to anticipate and resolve challenges proactively. Collaborated with engineering teams to define project frameworks, budgets, and timelines, ensuring clarity and alignment in the deployment of Wi-Fi networks for multi-dwelling unit and student housing complexes.

- Orchestrated the consolidation of 100+ properties into a single portfolio, facilitating the seamless completion of provider acquisition.
- Skillfully coordinated milestone execution by implementing comprehensive project plans, adapting to dynamic project scenarios, staffing fluctuations, and operational requirements effectively.
- Produced detailed reports, capturing and conveying project status updates to both team members and stakeholders, facilitating informed decision-making processes.

AT&T Inc, Austin, TX

Technical Project Manager/Project Manager

Conducted thorough project risk assessments, developing mitigation strategies with analytical insight. Maintained deployment schedules, meeting contractual obligations through effective time management. Facilitated transparent communication through regular team meetings and status report updates. Ensured cost-effective procurement of high-quality supplies via skilled negotiation and vendor management.

- Achieved a remarkable 98% success rate on first-installation visits by guiding team operations and delegating tasks based on personnel expertise.
- Elevated user satisfaction levels by providing exceptional client support to a nationwide customer network of 14K nodes, minimizing disruptions and ensuring seamless operations.
- Identified and resolved project challenges through collaborative problem-solving, ensuring the successful rollout of a 24month project on time and within budget.
- Implemented a customer-centric approach to execute the rollout of cellular backup service, resulting in a 99% servicelevel assurance rating and enhanced reliability.
- Expanded drive-thru Wi-Fi ordering coverage with a client-focused strategy, driving a 25% increase in sales during the COVID-19 pandemic shutdown.
- Successfully executed Wi-Fi hardware upgrades for 14K McDonald's restaurants in the US within 18 months, leveraging subject matter expertise to develop installation guides and support installation teams.

EDUCATION & TRAINING

Associate of Science in Electronics Technology, New England Institute of Technology, East Greenwich, RI

PROFESSIONAL CREDENTIALS

Project Management Professional (PMP) - Project Management Institute (Six Sigma Black Belt Certification - AT&T Continuing Education

AFFILIATIONS & COMMUNITY INVOLVEMENT

PMI Austin Chapter Volunteer, Austin Food Bank Volunteer, Habitat for Humanity

RICHARD OSLER

2020 to 2022

2013 to 2020



EXHIBIT-A

WEST VIRGINIA LOTTERY TEMPORARY IT STAFFING SERVICES

MUTUAL NON-DISCLOSURE AGREEMENT

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is entered into by and between the West Virginia Lottery, with its principal offices located at 900 Pennsylvania Avenue Charleston, WV 25302 ("Lottery"), and <u>Global Force USA</u>, with its principal offices located at <u>8323 Southwest Fwy, Suite 730, Houston, TX 77074</u> ("Party of the second part"), with an Effective Date of <u>4/30/2024</u>. Lottery and Party of the second party also are referred to herein individually as a "party", or collectively as the "parties".

WHEREAS, the parties to this Agreement may wish to exchange certain information related to the provision of certain information or communication technology services by one party of interest to the other party; and

WHEREAS, the parties agree that improper disclosure of either party's Confidential Information, as defined below, by the other party could cause material harm to the party whose Confidential Information was improperly disclosed;

NOW THEREFORE, in order to protect certain Confidential Information that may be disclosed between the parties, Lottery and Alpha agree to maintain the confidentiality of the Confidential Information as follows:

I. <u>Definition of Confidential Information</u>. The "Confidential Information" disclosed under this Agreement is defined as follows:

Any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, intellectual property, and trade secrets; (v) solicitation for proposals, responses to proposals, bids, or information that should reasonably be recognized as confidential information of the disclosing party.

II. <u>Disclosure Period and Term</u>. This Agreement protects against the disclosure of Confidential Information which is disclosed between the parties during each party's performance of its obligations associated with that certain CRFQ Agreement executed between the parties on <u>4/30/2024</u> (the "Effective Date") and 3 year(s) after the termination of such Agreement ("Disclosure Period"). Therefore, the duty of a recipient of Confidential Information to protect such Confidential Information disclosed under this Agreement begins on the Effective Date and expires 3 year(s) after the end of Disclosure

Period. Upon termination of this Agreement or upon the disclosing party's request, the recipient shall cease use of Confidential Information and return or destroy it.

- III. <u>Use of Confidential Information</u>. A party hereunder receiving Confidential Information shall use such Confidential Information solely for the purposes of, as applicable to the recipient, understanding current business activities of a party, soliciting a proposal for certain information technology services, responding to such proposal solicitation, reviewing solicitation responses, tendering a bid, or discussions or negotiations related to such solicitation, proposal, or bid.
- IV. <u>Protection of Confidential Information</u>. Each party shall not disclose the Confidential Information of the other party to any third party. The recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the recipient uses to protect its own confidential information of a like nature. A recipient shall restrict disclosure of Confidential Information to its employees, provided that such employees (i) have a need to know, and (ii) are bound by obligations of confidentiality equally as restrictive as the terms of this Agreement.
- V. <u>Exclusions</u>. This Agreement imposes no obligation upon the recipient with respect to Confidential Information which: (a) was in the recipient's possession before receipt from the disclosing party; (b) is or becomes a matter of public knowledge through no fault of the recipient; (c) is rightfully received by the recipient from a third party without a duty of confidentiality; (d) is disclosed by the disclosing party to a third party without a duty of confidentiality on the third party; (e) is independently developed by the recipient; (f) is disclosed under operation of law; or (g) is disclosed by the recipient with the disclosing party's prior written approval.
- VI. <u>Miscellaneous.</u> Neither party to this Agreement shall acquire any intellectual property rights nor any other rights under this Agreement except the limited right to use as set forth in this Agreement. This Agreement does not prevent either Party from competing with one another for work or clients unless the parties specifically agree otherwise, in writing, as to a specific client. Each disclosing party warrants and represents that the Confidential Information and other information provided which is necessary to the purposes described hereunder, are true and correct to the best of the disclosing party's knowledge and belief. Nothing in this Agreement shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any software or other material that is developed without reference to the Confidential Information.
- VII. <u>Export Administration</u>. Each party to this Agreement agrees to comply fully with all relevant export laws and regulations of the United States and other countries to assure that no Confidential Information or any portion thereof is exported, directly or indirectly, in violation of such laws.
- VIII. No Obligation to Purchase or Offer Products or Services. Neither party has an obligation under this Agreement to purchase or otherwise acquire any service or item

from the other party. Neither party has an obligation under this Agreement to commercially offer any products using or incorporating the Confidential Information. The disclosing party may, at its sole discretion, offer such products commercially and may modify them or discontinue such offerings at any time.

IX. <u>General.</u> The parties do not intend that any agency or partnership relationship be created between them by this Agreement. This Agreement sets forth the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous agreements concerning such Confidential Information, whether written or oral. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of West Virginia. The parties agree that the information provided as allowed by this Agreement will not contain any proprietary technical or confidential contractual information, or any financial information related to the relationship between Alpha and its partners. As a result, damages will not be included as a remedy.

The undersigned authorized representatives of each party have agreed to be legally bound by the terms of this Agreement as of the Effective Date shown above.

WEST VIRGINIA LOTTERY

By: _____

Name: _____

Title:

Global Force USA,Inc

Name: Naz Warden

Title: Business Partner

PREQUALIFICATION AGREEMENT SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Agency, West Virginia Lottery Commission (Lottery), located at 900 Pennsylvania Avenue, Charleston, WV 25302, to establish a list of prequalified vendors from which the Agency may subsequently obtain bids through a delegated process for Information Technology (IT) Staff as covered by the prequalification agreement. The Prequalification Agreement aims to establish vendors from which the Lottery may request bids for Information Technology (IT) Staff as defined herein.

BACKGROUND & CURRENT OPERATING ENVIRONMENT: The Lottery manages many systems designed explicitly for the Lottery that support various applications for the State of West Virginia. These systems are primarily on the Microsoft (MS) Structured Query Language (SQL) database server platform. Applications are split between Windows services and database applications. Windows services are coded using C# and Visual Studio 2017. End-user applications are coded in Visual Basic for Applications (VBA) in MS Access 2016. The Lottery sometimes requires additional technical expertise and support to accomplish specific project goals for these systems. The data centers have been recently upgraded to Hyper-Converged Infrastructure (HCL) and Next Generation Firewalls (NGFW). The Lottery plans to migrate specific applications from MS Access to C# applications that read and write directly to the MS SQL server using stored procedures, views, and triggers. Other existing MS Access VBA applications will continue to need support and maintenance. In addition, the Lottery plans to expand and further develop its internal cyber security and business continuity capabilities.

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 ".NET" means Microsoft's .NET or .NET Framework software.
 - 2.2 "Holidays" means days designated by WV State Code CSR 2-2-1 as legal holidays.
 - 2.3 "Contract Item" means the items identified in Section 4 below.
 - 2.4 "Contract Services" means providing temporary staffing services for the list of classifications identified in Section 1 (above) or Section 4.1 (below) as more fully described in these specifications.

- **2.5 "Delegated Prequalification Bidding"** means the Agency will obtain bids from the Prequalified Vendor as needed.
- **2.6 "Facility or Agency"** means the WV Lottery Headquarters located at 900 Pennsylvania Ave, Charleston, WV 25302.
- 2.7 "Prequalified Vendors" means vendors meeting all Vendor Qualifications and being awarded a Prequalified Vendor Agreement.
- **2.8** "**PRN**" means an acronym of the Latin term "pro re nata." The word itself can be translated to mean "when necessary" or "as needed." A PRN resource is willing to work on an as-needed basis, i.e., on-demand.
- 2.9 "Microsoft SQL Server" means a relational database developed by Microsoft.
- **2.10 "Requests for Bids"** means the solicitation from the Agency identifying the nursing staff needed and requesting pricing from the Prequalified Vendors before or at such time of need.
- 2.11 "SDLC" means Software or Systems Development Life Cycle, a standard term describing the planning process for, creating, testing, and deploying software or systems applications.
- **2.12 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services published by the Purchasing Division.
- 2.13 "Staffing Agency or Vendor" means the prospective Vendor. Contracts may only be awarded to Prequalified Vendors after the delegated bidding process.
- 2.14 "Visual Studio" means a source code editor that runs on the Windows operating system for personal computers.
- 2.15 "NDA" means Non Disclosure Agreement, also known as a confidentiality agreement, agrees not to share this information with anyone else for a specified period of time.
- **3. VENDOR QUALIFICATIONS:** Vendor(s) shall have the following minimum qualifications:

REQUEST FOR QUOTATION West Virginia Lottery Information Technology Temporary Staffing Services

- **3.1** Vendor shall be in business for at least five (5) years, providing similar IT staffing services. Vendors must provide documentation to indicate that their company meets this requirement prior to award.
 - 3.1.1 Vendor should provide with their bid, a general company overview that must include information regarding the number of years of qualification, experience, training, and relevant professional education for each individual classification.
- **3.2** Vendor shall provide these services for each classification for bid by providing documentation to indicate they have provided staffing of at least three (3) individuals within the past five (5) years for any classification listed in section 4.2 below.
 - **3.2.1** Documentation should include information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 4.
 - **3.2.2** Vendors must provide documentation to indicate that their company meets this requirement prior to award.
 - **3.2.3** The documentation should detail the entity, company or business to whom the individual was supplied and provide contact information for that entity.
- **3.3** Vendor must possess all licenses, permits, and certifications required to perform this contract before the start date of service.
- **3.4** Lottery shall require resources to hold current certification for target technologies, the certifications would include but not limited to cybersecurity or vendor-specific certifications as Cisco and Microsoft.
- 4 MANDATORY CONTRACT ITEMS AND DELIVERABLES: Vendor(s) shall provide the Agency with the Contract Items listed below on an open-ended and continuing basis. Contract items must meet or exceed the following mandatory requirements:
 - **4.1 Multiple-Award Contract:** Contracts will be awarded only to prequalified vendors. The Agency will request quotes from each prequalified vendor as needed. The Agency shall then award the contract/purchase order to the lowest responsive bidder. The Agency shall reject any bid that fails to comply with the requirements contained in the prequalification agreement and request for bids.
 - **4.2 Classifications:** Prequalified vendors may bid on one (1) or all classifications, including:

- **4.2.1** Business Analyst Analyzes and documents business requirements and processes. Assists in designing IT solutions to meet needs. Facilitates process modifications and improvements.
- **4.2.2 Data Analyst** Is responsible for data analysis, modeling, database management, security, and quality assurance.
- **4.2.3 Database Administrator** Is responsible for designing, implementing, and maintaining databases.
- **4.2.4** Help Desk Support Is responsible for technical support to end-users, troubleshooting technical issues, and resolving problems.
- **4.2.5** IT Service Continuity Analyst Documents, analyzes, implements, and manages disaster recovery and business continuity plans.
- **4.2.6** Network Engineer Is responsible for designing, implementing, and maintaining computer networks.
- **4.2.7 Project Manager** Manages IT projects, coordinates resources, and meets project deadlines.
- **4.2.8 Quality Assurance Analyst** Tests software applications to meet quality standards and requirements.
- **4.2.9** Security Analyst Documents, analyzes, implements, and maintains security measures to protect IT systems and data.
- **4.2.10 Software Developer/Engineer** Is responsible for designing, coding, testing, and maintaining software applications.
- **4.2.11 Systems Administrator** Is responsible for installing, configuring, and maintaining computer systems, networks, and servers.
- **4.2.12 Technical Writer** Is responsible for creating technical documentation, including but not limited to user manuals, help files, and online documentation.
- **4.3 Professional Compatibility and Compliance:** Prequalified vendors shall provide IT professionals as requested by the Lottery to be compatible with the needs of the Lottery.
 - **4.3.1** These needs may be hourly, daily, weekly, monthly, or annual, including weekends and holidays.
 - **4.3.1.1** There will be no overtime pay associated with these assignments and may also be for specified periods as agreed upon in writing by the Agency and the vendor. For example, *a 13-week contract*

("term"). The requests for bids are further described in Section 5 below.

- **4.3.2** Prequalified vendors must provide qualified IT professionals to accommodate the Lottery needs and comply with all Lottery policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.
- **4.3.3** The position or classifications above will provide technical expertise to meet the contracted staffing needs for the Lottery to support the division's IT efforts.
 - **4.3.3.1** These services shall be used to develop new computer systems, modifications, and enhancements to existing computer systems for the Agency, as well as mentor, provide technical training and support, and provide "shadowing" opportunities for State employees, among other tasks as defined by the Lottery in its Delivery Order for the services.
- **4.4 Background Checks:** Prior to award all prequalified vendors must provide and have a completed background check performed by Vendor at Vendor's sole cost for each candidate proposed for any classification. These items will include, but are not limited to:
 - 4.4.1 Background check through Vendor
 - 4.4.2 Resume of proposed candidate as proof of experience, with references
 - 4.4.3 Other documents, as requested
 - **4.4.4** The Lottery will also run a separate mandatory background check of vendor staff for each proposed classification before any work can begin.
 - **4.4.4.1** The vendor must provide Lottery with the names and fingerprint information for background check on each vendor staff proposed for placement within <u>48</u> hours of scheduled shift.
 - **4.4.4.2** The Vendor and the Lottery must agree to any deviation from this requirement in writing.
- **4.5 Minimum Experience Requirements:** Vendor's staff must meet or exceed minimum experience requirements for the associated classification and target technology. E.g., Software Developer/Engineer with five (5) or more years of

experience with MS Visual Basic for Applications (VBA) and one (1) or more years of experience with MS Transact SQL (TSQL).

- **4.6 Candidate Performance:** The Vendor's proposed candidate must consistently perform the contracted duties as outlined in these specifications or as described in the project-specific scope included within the Delivery Order.
 - **4.6.1** The Agency will notify the awarded vendor if a Vendor's employee fails to consistently perform the contracted duties.
 - **4.6.2** The Agency may, as part of this solicitation, request the Vendor replace the candidate; if so, and the Vendor will have 2 weeks (10 business days) to provide another proposed candidate with the qualifications for a replacement.
 - **4.6.3** The Lottery reserves the right, and at its sole dissertation, with no appeal or protest to remove any proposed candidate from the vendor's candidate pool.
 - **4.6.4** If a vendor provides a candidate under false documentation that will give Lottery grounds for cancellation of the Delivery Order and the vendor shall be removed from the prequalified vendor pool.

4.7 Work Location and Work Hours:

- **4.7.1** Work will be onsite, remote or hybrid, onsite location will be at Lottery headquarters located at 900 Pennsylvania Ave, Charleston, WV. Any and all travel, per diem, parking, and/or living expenses shall be at the Worker's and/or Vendor's expense.
- **4.7.2** Work hours will be Monday through Friday from 8am 5pm EDT, excluding State and Federal holidays when the Agency is closed unless approved by the Agency designated manager.
- **4.7.3** Work outside normal business hours may be required on weekends, evenings, and holidays.
- **4.7.4** Work over 40 hours will be at the hourly rate quoted on the pricing page for the classification, and must be coordinated and pre-approved by the Agency designated manager. The Agency will not pay vendor overtime rates.
- **4.8** Non-Disclosure Agreement (NDA) or Confidentiality Agreement: Prior to award all parties, the Vendor, Lottery and vendors proposed candidate must sign a

mutual Non-Disclosure Agreement (NDA) to ensure the confidentiality of the information exposed. (see attached Lottery NDA as Exhibit – B)

4.9 Previous Employees: The Lottery will not allow any previous employee dismissed by any state agency for disciplinary or performance reasons to return and work through any Staffing Agency.

5 PREQUALIFICATION AWARD AND REQUESTS FOR BIDS:

- 5.1 Vendor Prequalification: This agreement establishes a pool of prequalified vendors to provide the services listed in Section 4, "Mandatory Contract Items and Deliverables."
 - 5.1.1 The vendors responding to this RFQ for "Prequalification of Vendors" solicitation and meeting the qualifications in Section 3, "Vendor Qualifications," will be awarded a Vendor Prequalification Agreement.
 - **5.1.2** The Vendor Prequalification Agreement will enable those vendors to submit bids upon request. Prequalification Agreements are limited to up to three (3) years.
- 5.2 Requests for Bids: All prequalified vendors will be sent requests for bids when services are needed. The request for bids will contain the following: (see attached Lottery Staff Request Form as Exhibit C)
 5.2.1 Whether PRN or Term contract
 - **5.2.2** Professional Classification from section 4.2
 - **5.2.3** Technology area(s)
 - 5.2.4 Number of years of experience required in each technology area identified
 - **5.2.5** Quantity of services to include the estimated number of hours for a specific date range. E.g., 2080 hours over one year
 - 5.2.6 Pricing Page to be completed by the vendor
 - 5.2.7 The deadline (opening date and time) by which the vendors must submit bids
 - 5.2.8 The location to which bids must be submitted
 - **5.2.9** Examples of work
- **5.3 Evaluation of Bids:** The Lottery shall evaluate the bids received from the prequalified vendors to ensure they comply with the requirements of the prequalification agreement and the requests for bids.

- 5.4 Award of Bids: The Lottery shall award the contract to the responsive bidders with the lowest total cost.
 - 5.4.1 This will be a progressive award contract with all prequalified vendors that respond to the bid request.
 - **5.4.2** The lowest overall total cost will prioritize awards. For example, if Vendor A (lowest bid) cannot meet the needs, the agency shall move to the next lowest bid (Vendor B), and so on.
- 6 **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance in writing as outlined in the Request for Bid. The Vendor shall perform by the Vendor Prequalification Agreement, Request for Bid, General Terms & Conditions, and any contracts or purchase orders the Lottery may issue.
- 7 **PAYMENT:** The vendor shall submit monthly invoices in arrears to the Accounting Office at the West Virginia Lottery for all services provided. The Vendor shall submit one monthly invoice for all provided staff, along with a copy of each Vendor staff member's signed timesheet as backup documentation. All timesheets must be signed and approved by Facility's designee before invoicing.
- 8 **TRAVEL:** Vendor must be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract. Any anticipated mileage or travel costs must be included in the Vendor's bid response, the agency will not pay such costs separately.
- **9** FACILITIES ACCESS: Performance of Contract Services may require access cards and keys to access Agency's facilities. If access cards and keys are needed:
 - **9.1** Vendor must identify principal service personnel who will be issued access cards and keys to perform service.
 - **9.2** The Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card or key lost, stolen, or not returned to the Lottery.
 - **9.3** The Vendor shall notify the Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION West Virginia Lottery Information Technology Temporary Staffing Services

- **9.4** Anyone performing under this Contract will be subject to the Agency's security protocol and procedures.
- **9.5** Vendor shall inform all staff of the Agency's security protocol and procedures.

10 VENDOR DEFAULT:

- 10.1 The following shall be considered a vendor default under this Contract.
 - **10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **10.1.2** Failure to comply with other specifications and requirements contained herein.
 - **10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **10.1.4** Failure to remedy deficient performance upon request.
- 10.2 The following remedies shall be available to Agency upon default.
 - 10.2.1 Immediate cancellation of the Contract.
 - 10.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

11.1 Manager: Prequalified vendors must designate and maintain a primary manager responsible for overseeing Vendor's responsibilities under the Prequalification Agreement. The manager must be available during regular business hours to address any customer service or other issues related to the agreement. The Vendor shall supply contact information for the designated Manager upon request.

11.2 Emergency Contact: Prequalified vendors must designate and maintain an emergency contact responsible for any staffing issues that may arise outside of regular business hours. The emergency contact number must be answered or responded to within two (2) hours on any given day or time, including weekends and holidays. In addition, Prequalified Vendors shall supply contact information for the emergency contact upon request.

Contract Manager: NazWarden Telephone Number: 832-532-7401 Fax Number: <u>832-532-0715</u> Email Address: <u>nazw@globalforce-us.com</u>



JOIN FORCES, SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

Global Force USA, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 31, 2009 Expiration Date: March 31, 2025 WBENC National Certification Number: 2005112440



WBENC National WBE Certification was processed and validated by Women's Business

Enterprise Alliance, a WBENC Regional Partner Organization.

Authorized by April Day, President Women's Business Enterprise Alliance

NAICS: 561311, 541511, 541512, 541513, 541519, 541611, 541618, 541990, 561210, 561312, 561320, 561612, 561990, 813920 UNSPSC: 80111600, 80111601, 80111602, 80111603, 80111604, 80111605, 80111707, 80111708, 80111715, 80111716





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on									
	his certificate does not confer rights to	the cer	rtificate holder in lieu of such	CONTAC	()	Mataa			
-	DUCER			NAME: White Watson					
	wn & Brown of Detroit, Inc.			PHONE (A/C, No, E-MAIL			(A/C, No):		
	0 Corporate Drive			ADDRES	s: vvnitney.v	Vatson@bbrow	/n.com		
	e 200		NII 40000	INSURER(S) AFFORDING COVERAGE					NAIC #
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INSURED			INSURER B: StarStone National Insurance Company					25496	
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	Houston		TX 77074		RF: Admiral	Insurance Corr			24856
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
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							MED EXP (Any one person)	\$ 5,000	
А			SF012830X220035		09/04/2023	09/04/2024	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	POLICY PRO- JECT LOC							\$ 1,000,000	
							COMBINED SINGLE LIMIT	\$ 1,000,000	
	ANY AUTO			09/04/2023		(Ea accident) BODILY INJURY (Per person)	\$		
А	OWNED SCHEDULED		SF012830X220035		09/04/2024				
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Global Force USA Inc			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
8323 SW Freeway AUTHORIZED REPRESENTATIVE									
Ste 730									
Houston TX 77074				James C. Janber James Farber					

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AGENCY CUSTOMER ID: ______

ACORD

ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY	NAMED INSURED							
Brown & Brown of Detroit, Inc.		Global Force USA Inc						
POLICY NUMBER								
CARRIER	NAIC CODE							
		EFFECTIVE DATE:						
ADDITIONAL REMARKS								
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,								
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes								
D. Cyber Liability, ESM0039758436, 09/04/2023 - 09/04/2024, \$5,000,000 Occurrence / \$5,000,000 Aggregate								
E. Excess Cyber Liability, EKS3445240, 09/04/2023 - 09/04/2024, \$5,000,000 Occurrence / \$5,000,000, Aggregate.								
F. Medical Professional Liability, EO000059353-01- 09/04/2023-09/04/2024- \$1,000,000 Occurrence / \$3,000,000, Aggregate.								