

STATE OF WEST VIRGINIA



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West Virginia Secretary of State

Solicitation Number - CRFP SOS2500000001

WVSOS SVRS & Campaign Finance Systems

TGS Technology, LLC Response

Proposal Due Date: March 31, 2025, 1:30PM EST

Contact:

TGS Technology, LLC

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SIGNED LETTER OF TRANSMITTAL

March 26, 2025

Toby L. Welch
2019 Washington Street
East Charleston, WV 25305
Email: Toby.L.Welch@wv.gov

Ref: Solicitation Number CRFP SOS2500000001

Dear Toby Welch,

The TGS team brings extensive experience in designing, developing, and deploying Secretary of State (SOS) applications, including Statewide Voter Registration and Campaign Finance Reporting Systems. We have been actively involved in Statewide Voter Registration Systems since the inception of the Help America Vote Act (HAVA) in 2002.

Technology has evolved significantly since those early HAVA implementations so have the County Clerks in West Virginia. The industry has moved from mainframes to cloud, and software development has transitioned from isolated coding to collaborative, Agile-based methodologies. County Clerks have gone from using 'Green Screens' to working with intuitive, mobile-friendly applications. Security, once an afterthought, is now a primary focus. TGS has developed new Voter Registration and Campaign Finance systems that not only align with these technological shifts but are also designed with user adoption in mind.

Security is embedded in every aspect of our development process. Throughout development and implementation, data is either synthesized or scrambled for testing, with real data only used during User Acceptance Testing and in production at go-live. These rigorous practices combined with the subject matter expertise we've gained over the past two and a half decades help us to provide the State of West Virginia with not only modern applications, but also smoother, lower-risk implementation.

During Maintenance and Operations (M&O) phases, the TGS team consistently addresses client needs whether it's a simple screen text update or a complex business rule implementation. We've built and sustained strong, collaborative client-vendor relationships throughout our M&O engagements, as reflected in our references.

TGS is fully committed to implementing the new systems within the timeline envisioned by the State of West Virginia. Timely execution will allow the State to wind down current contracts with minimal disruption to County Clerks and be fully prepared for the 2026 General Election.

For these reasons, we believe TGS is uniquely positioned to successfully partner with the State of West Virginia in implementing a modern, robust, and secure Statewide Voter Registration System and Campaign Finance Reporting System.



Through the signing of this Transmittal Letter, I, Keval Patel, CEO of TGS Technology LLC, hereby confirm that I am authorized to legally bind TGS Technology LLC to this bid and affirm our compliance with the requirements outlined in the proposal.

Sincerely,

Keval Patel

Chief Executive Officer
TGS Technology LLC

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EXECUTIVE SUMMARY

TGS Technology LLC is pleased to present our proposal to modernize West Virginia's Statewide Voter Registration System (SVRS) and Campaign Finance Reporting System (CFRS). With over two decades of experience working with Secretaries of State across the country, TGS brings deep subject matter expertise, a proven development philosophy, and a strong track record of delivery, especially in West Virginia, where we have proudly supported the Secretary of State's office since 2003.

Our Software Philosophy

TGS has designed and developed modern SVRS and CFRS platforms from the ground up, incorporating the latest technologies and insights gained from our longstanding collaboration with election officials nationwide. These applications are built with key principles in mind:

- Ease of configuration to meet evolving business and legal requirements
- A future-proof architecture that supports long-term scalability and adaptability
- Lower total cost of ownership
- Integration of feedback from election clerks and stakeholders over the past 20+ years
- Streamlined workflows that make election officials' jobs easier and more efficient

Security is at the core of our development process. During development, TGS uses synthetic data to simulate real-world scenarios. Scrambled data is used during internal testing, and real (converted) data is introduced only during User Acceptance Testing (UAT) and production deployment. All data is encrypted at rest and in transit using the latest TLS/SSL protocols, ensuring confidentiality, integrity, and compliance with national security standards.

Over the past two decades, as the industry has shifted from simply implementing centralized voter registration systems to prioritizing cybersecurity, TGS has kept pace and often led by embedding security into every layer of our application design. From secure coding practices and infrastructure hardening to layered defenses and access control, we go beyond the basics to proactively protect election systems from modern threats.

West Virginia Experience

TGS has served as a trusted partner to the West Virginia Secretary of State for nearly 20 years, supporting both the SVRS and CFRS platforms. Our team developed the State's original SVRS implementation in 2003 and continues to support various initiatives, including data exports, updates, and technical enhancements.

This long-standing partnership has given us a deep understanding of West Virginia's technical environment, data structures, statutory requirements, and the operational needs of its 55 county clerks. For example, we recognize that while the voter registration module serves as the brain of the system, the integrity of the County Data (districts, streets, voting areas, etc.) is its backbone. Our intimate knowledge of this data will directly inform our migration strategy, ensuring accurate conversion and avoiding future complications due to improperly migrated legacy records.



This institutional knowledge enables us to execute a seamless modernization effort with minimal disruption. TGS is uniquely positioned to deliver a high-performing solution due to our:

- Proven success in delivering and maintaining statewide voter registration and campaign finance platforms
- Deep understanding of election policy, data integrity, and cybersecurity
- Commitment to collaboration with election officials and local users
- Future-ready architecture that prioritizes scalability, usability, and compliance

Advantage West Virginia

Our software philosophy and long-standing relationship with the State create a strong foundation for continued success. Beyond delivering a modern and secure solution, TGS offers added value to further benefit West Virginia:

- **Additional Training at No Cost:** In addition to the training included in our project plan, TGS will offer complimentary training sessions during the Statewide County Clerks Conference (August 17–20, 2025).
- **No Software License or Source Code Ownership Cost:** TGS will provide the State with full ownership of the SVRS and CFRS source code at no additional cost. There are no licensing fees or proprietary restrictions. The system will be entirely owned by the State of West Virginia, allowing for long-term flexibility, independence, and cost control.
- **Non-Expiring Development Credits:**
 - For each future sale, license, or transfer of the SVRS outside West Virginia, TGS will credit 1,000 hours of development/enhancement time to the State.
 - For each such transaction involving the CFRS, the State will receive 300 hours.
 - These hours do not expire and may be used at the State's discretion for future enhancements.

Based on our experience, most states require fewer than 1,000 SVRS hours and 300 CFRS hours in enhancements per year, meaning West Virginia may not incur additional costs for future improvements over the life of the contract.

A Trusted, Proven Partner

If awarded this contract, the State of West Virginia can count on the same experienced and reliable team that has supported its election systems for the past two decades. Under the leadership of our CEO, Keval Patel, TGS has consistently delivered mission-critical election solutions with a focus on collaboration, innovation, and integrity. Keval brings over 20 years of hands-on experience supporting statewide voter registration and campaign finance systems and remains personally involved in every major project TGS undertakes. With his vision and the strength of the TGS team behind this effort, West Virginia will have a trusted partner committed to success now and into the future.

RESPONSE TO RFP SECTION 4: PROJECT SPECIFICATIONS

- 4.1. Background and Current Operating Environment:** Currently Agency has a license for two separate systems: (1) centralized voter registration system, and (2) campaign finance reporting system. Agency seeks to consolidate the functionalities of a centralized voter registration system and campaign finance system into a bundled contract, which systems are integrated, as well as maintenance and support for the statutory maximum five (5) years (broken down as one (1) year, with four (4) years of optional renewals per state law).

TGS Response:

The West Virginia Secretary of State currently utilizes two separate licensed systems: a Centralized Voter Registration System (SVRS) and a Campaign Finance Reporting System (CFRS). The State now seeks to consolidate these into a single, integrated solution under a bundled contract that includes implementation, maintenance, and support for up to five years.

TGS fully supports this modernization effort and proposes a unified, secure, and scalable platform that streamlines both voter registration and campaign finance functions while meeting all compliance and support requirements.

- 4.2. Project Goals and Mandatory Requirements:** Agency seeks to procure development of a centralized voter registration system and campaign finance reporting system, which are integrated, that will be considered in-house systems for long-term stability and consistency in election systems in use in West Virginia. For the same reason, agency desires to be the owner of the source code of the integrated systems for flexibility and longevity, and to benefit the State from its development of these systems by receiving credits against maintenance and support from the development vendor for any future sales of the system developed, whether derived in whole or in part from the Agency's system.

Vendor proposals will be evaluated as provided herein, which include, in part, the project timeline and capacity to deliver a fully developed product and replace existing systems by no later than July 1, 2025, or at least prior to the start of the next election cycle by December 31, 2025.

The system shall provide all statutorily required functions for a centralized voter registration system and campaign finance reporting system, which vendors can find in Chapter 3 of the West Virginia Code.

Vendors should describe their approach and methodology to providing the service or solving the problem described by the goals/objectives identified below by the



timeframe required. Vendor responses should include any information about how the proposed approach is superior or inferior to other possible approaches if different than the proposal by Agency and justify such succinctly.

TGS Response:

TGS understands that the State of West Virginia seeks to develop an integrated, in-house Statewide Voter Registration System (SVRS) and Campaign Finance Reporting System (CFRS) to ensure long-term stability, flexibility, and control. We fully support the State's desire to own the source code and are prepared to transfer full ownership upon project completion. Additionally, TGS will provide credits to the State for any future sales of the developed system derived from the West Virginia implementation. These credits may be applied toward any future enhancements or additional development services and will remain redeemable at any point during the life of the contract, including renewal periods.

Our proposed solution will be fully developed, tested, and implemented by July 1, 2025, in alignment with the Agency's required timeline. TGS is committed to delivering a modern, secure, and compliant system that is ready for use well ahead of the 2026 election cycle.

4.2.1. Goals and Objectives -The project goals and objectives are listed below. Bid responses must provide a narrative that addresses each element in each sub-paragraph listed below.

4.2.1.1. Develop a new centralized voter registration system and campaign finance system to Agency specifications as provided herein, consistent with industry standards or better, in compliance with state and federal law, and in satisfaction of nationally recognized security recommendations, which systems shall be integrated to accomplish the functions of a cohesive centralized voter registration system and campaign finance reporting portal.

TGS Response:

TGS will develop a fully integrated Statewide Voter Registration System (SVRS) and Campaign Finance Reporting System (CFRS) that meets all Agency specifications, adheres to state and federal laws, and aligns with nationally recognized security frameworks such as the NIST Cybersecurity Framework.

The solution will be hosted on AWS GovCloud (US), a FedRAMP-authorized environment purpose-built for U.S. government workloads. Hosting on GovCloud ensures the system meets stringent federal security and compliance requirements, including those related to data protection, access control, logging, and infrastructure integrity.

Our development approach includes:

- Agile-based, collaborative development with Agency stakeholders



- A modular, service-oriented architecture that ensures flexibility, scalability, and maintainability
- Integrated security features including role-based access controls, audit logging, data encryption, vulnerability scanning, and multi-factor authentication
- A user-centered interface for state users, county clerks, candidates, and the public
- Full codebase delivery with documentation to support state ownership and long-term sustainability

TGS is committed to delivering a secure, modern, and fully functional system by July 1, 2025, aligned with the Agency's timeline and operational goals.

4.2.1.2. Agency to exclusively own all rights in and to the systems, which rights shall be licensed to Vendor for use or sale outside of West Virginia.

TGS Response:

TGS agrees that the State of West Virginia will exclusively own all rights to the developed systems, including source code and related assets. TGS will operate under a license granted by the State for any use or sale of the system outside of West Virginia.

4.2.1.3. Agency to receive credits upon future sale(s) of the system or new versions of the system that are developed by Vendor in whole or part with the Agency's system source code and later sold, which credits shall be applied to future development, maintenance, and support at Agency's discretion. Proposal shall set forth events that result in Agency earning credits, as well as the value of each credit. Format for this portion of the proposal may be in table form or a clearly written narrative.

TGS Response:

TGS agrees that the Agency will receive credits for any future sale, license, or other transfer of the developed systems or derivative versions thereof that are based in whole or in part on the source code developed for the State of West Virginia.

Credits will be issued as follows and may be applied at the Agency's discretion toward future development, enhancements, or support services under this contract:

Event Trigger	Credit to Agency
Sale, license, or transfer of the Statewide Voter Registration System (SVRS)	1,000 hours of development/enhancement work
Sale, license, or transfer of the Campaign Finance Reporting System (CFRS)	300 hours of development/enhancement work



Credited hours will not expire and may be used at any time during the term of the contract, including any renewal periods.

This approach ensures the State benefits directly from the long-term value of its investment and retains flexibility in how credits are utilized.

4.2.1.4. Vendor to provide maintenance and support of the centralized voter registration system and campaign finance reporting portal, which maintenance and support services include direct communication contact with vendor's agent(s) assigned to Agency's systems, and whose agent(s) shall be specifically designated to the Agency's system. Bid submissions shall include pricing in the appropriate form for the state-maximum five (5) year term (one (1) year minimum, with four (4) optional renewals per state law) for a maintenance and support contract, with each year being priced separately in line-item fashion.

TGS Response:

TGS will provide full maintenance and support for both the centralized voter registration and campaign finance systems. The Agency will have direct communication with TGS's assigned support personnel, who will be specifically designated to the Agency's systems.

Our bid includes separately itemized pricing for each year of the five-year term in the format required by the RFP.

4.2.2. Mandatory Project Requirements - The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in the evaluation score where appropriate. The mandatory project requirements are listed below.

4.2.2.1. Delivery date of fully developed centralized voter registration system and campaign finance reporting portal shall be by December 31, 2025: Provided, that an earlier delivery date shall receive greater points, with the earliest delivery date of July 1, 2025, being the earliest delivery date to receive maximum points allotted for this subsection.

TGS Response:

TGS will deliver the fully developed, tested, and operational Centralized Voter Registration System and Campaign Finance Reporting Portal by July 1, 2025.

Our project plan, team structure, and implementation approach are specifically designed to meet this delivery timeline. We are confident in our ability to achieve this milestone,

ensuring the State has ample time for training, data validation, and readiness before the 2026 election cycle.

4.2.2.2. By date of full deployment, systems should satisfy all required base specifications as provided in Attachment B, which is an exhaustive list of mandatory features. Additional features that are relevant for Agency consideration may be added to the Attachment B document after all listed features but are not required; failure to provide additional features will not result in a points reduction for this item. However, if on the date of deployment (i.e. partial or early deployment), if any features will not be available on that date, such shall be noted in Attachment B and indicate the estimated delivery date of the specific feature. Be advised that points will be deducted for delivery of mandatory features after the delivery date, even if the later-delivered mandatory feature(s) are prior to the latest acceptable delivery date of December 31, 2025.

TGS Response:

TGS confirms that all mandatory features listed in Attachment B will be fully implemented, tested, and delivered by July 1, 2025, as part of the complete system deployment.

Our team has reviewed the specifications in detail and will ensure that all required functionality is included at go-live, with no delays or deferred features.

4.2.2.3. Proposals shall provide a timeline of full deployment that considers and includes sufficient time for all data conversion and all testing.

TGS Response:

TGS proposes the following timeline for full deployment, including sufficient time for data conversion, testing, and training to ensure a smooth and successful go-live:

#	Activity	Start Date	End Date
1	Project Kickoff	05/01/2025	05/01/2025
2	Gap Analysis	05/05/2025	05/09/2025
3	Configuration	05/05/2025	05/23/2025
4	Data Conversion	05/05/2025	05/23/2025
5	User Acceptance Testing (UAT)	05/26/2025	06/13/2025
6	Training	06/16/2025	06/27/2025
7	Go-Live	06/27/2025	06/30/2025
8	Warranty (3 Months)	07/01/2025	09/30/2025
9	Maintenance and Operations (M&O) Support	10/01/2025	

TGS is confident in this timeline because of our deep, long-standing relationship with the State of West Virginia. TGS has supported the State's SVRS and CFRS systems since their initial implementation in 2003 and continues to support the State today, including providing data exports, election critical reports, and operational support.

As the original developer of West Virginia's first Statewide Voter Registration System, we have a deep understanding of the State's data structures, business rules, and system workflows. This institutional knowledge, coupled with our ongoing work with the Secretary of State's office, allows us to efficiently manage data migration, minimize configuration efforts, and ensure a seamless transition to the new platform.

4.2.2.4. Agency shall be the sole owner of all data.

TGS Response:

TGS acknowledges that the Agency will be the sole owner of all data.

- 4.3. Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

TGS Response:

The TGS team members have over two decades of experience in developing and supporting election systems, including Voter Registration, Campaign Finance, Lobbyist Tracking, and Business Registration platforms. While TGS Technology LLC was formally established in 2020, our team comprises seasoned professionals who have worked together on state-level election projects since the early 2000s particularly following the passage of the Help America Vote Act (HAVA).

Our team has played a key role in building secure, compliant, and scalable systems for Secretaries of State across the country. This includes full system replacements, modernization efforts, and long-term maintenance contracts in both small and large jurisdictions.

We have extensive experience working with election officials, county clerks, IT agencies, and legal stakeholders to ensure that systems meet both statutory requirements and real-world usability needs. Our development process emphasizes collaboration, adaptability, and long-term sustainability.

Proposed Project Team

The key personnel assigned to this project have worked closely with the State of West Virginia for nearly two decades. These individuals have led or supported the original SVRS

and CFRS implementations and continue to maintain strong, trusted working relationships with Agency staff.

This continuity ensures deep institutional knowledge, minimizes onboarding and ramp-up time, and supports smoother and faster delivery. The team's familiarity with the State's business processes, technical infrastructure, and data landscape will be instrumental to the project's success.

A full staffing plan, with names, roles, and resumes, will be included in **section 4.3.2.1** of the proposal. The proposed team will be dedicated to this project full-time during implementation and will serve as primary points of contact for the duration of the contract.

Project Management Approach

TGS's project management methodology is based on strong communication, accountability, and a structured approach to planning, execution, and change management. Key highlights of our approach include:

- Dedicated Project Manager who will oversee the project team's performance and manage the overall delivery.
- Regular Meetings & Reporting: The Project Manager will coordinate all meetings, conference calls, and project updates to ensure alignment between TGS and the client.
- Status Reporting: We will develop and maintain a detailed project plan with clear milestones, deliverables, and documented progress in easy-to-understand reports.
- Change Management: Any requested changes post sign-off will follow a formal change request process with an assessment of the impact on project scope, timeline, and cost.
- Collaborative Communication: We will conduct regular project meetings, including a weekly call schedule for updates, feedback, and issue resolutions.

Client References

Name and Title	Organization Name	Address, Phone, Email Address
Julie Flynn Deputy Secretary of State	Maine Secretary of State	101 State House Station Augusta, ME 04333-0101 P: (207) 624-7736 E: julie.flynn@maine.gov
Blake Evans Elections Director	Georgia Secretary of State	2 Martin Luther King Jr. Drive Suite 804, West Tower Atlanta, GA 30334 P: (470) 312-2777 E: bevans@sos.ga.gov
Thomas Miano Director of IT	Connecticut Secretary of the State	165 Capitol Ave. Hartford, CT 06106 P: (860) 509-6199 E: thomas.miano@ct.gov

4.3.1. Qualification and Experience Information: Vendor should describe in narrative form how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Developing and maintaining voter registration systems and/or campaign finance systems in other jurisdictions. The narrative may include any relevant qualifications and experience including past and current projects, contracts, or professional experience.

TGS Response:

The TGS team has professional experience in developing, implementing, and supporting election systems in multiple jurisdictions across the United States, including systems for voter registration, campaign finance, and public disclosure. Our team has direct experience supporting statewide implementations for both modern cloud-based applications and legacy system modernization efforts.

Cumulative Experience Snapshot of TGS Team:

- 12 Statewide Voter Registration System (SVRS) implementations
- 16 Campaign Finance Reporting Systems (CFRS)
- 4 Lobbyist and Statement of Financial Interest (SFI) systems
- 4 Business Registration platforms
- Election Night Reporting (ENR) solutions

These systems were built in collaboration with state and county officials, ensuring legal compliance, usability, and long-term scalability. Our experience spans HAVA compliance, cross-agency integrations (DMV, Vital Records, DOC), real-time public reporting, secure authentication, and detailed audit trails.

4.3.1.2. Cooperating and working with other election system vendors for data import and export purposes, such as importing data files from campaign finance third-party filers or election definition files from voting system vendors or exporting data files to election night reporting vendors.

TGS Response:

The TGS team has extensive experience collaborating with other election technology vendors and state agencies for data integration, validation, and secure file exchange. Since 2003, our team has worked across multiple jurisdictions to build seamless data import/export processes for voter registration, campaign finance, and election management systems.

We have successfully integrated with third-party vendors and platforms in support of:

- Importing campaign finance filings from external systems and filers
- Importing election definition files from voting system vendors
- Exporting data to election night reporting vendors

Beyond vendor collaboration, the TGS team has significant experience integrating with other state and federal agencies for critical election data workflows, including:

- Department of Motor Vehicles (DMV): For Motor Voter registration and HAVA verification checks
- Bureau of Vital Statistics: To process and match death records
- Department of Corrections (DOC): To identify and remove ineligible incarcerated voters
- ERIC (Electronic Registration Information Center): Participation and data exchange
- Cross-State Checks: Secure exchange of registration records with other states

This experience has equipped our team with a deep understanding of file formats, scheduling protocols, API integrations, validation routines, and error-handling processes—ensuring secure, accurate, and automated data movement between systems.

TGS's proven ability to coordinate with external partners reduces the burden on the Agency and ensures a more connected and accurate election ecosystem.

4.3.1.3. Cyber security and relevant industry standards, both (1) at the development stage for systems and (2) for ongoing maintenance and support. The narrative may include any relevant qualifications and experience of the vendor, its agent(s) assigned to the Agency, certifications, and system certifications that have been attained or received.

TGS Response:

TGS is committed to delivering systems that balance business requirements with stringent cybersecurity standards, ensuring the highest level of protection at every stage—from development to ongoing maintenance and support. Through a proactive and layered cybersecurity approach, TGS ensures that both the Voter Registration System and Campaign Finance Reporting System remain secure, compliant, and resilient to emerging threats.

TGS follows the NIST Cybersecurity Framework and applies security-by-design principles throughout development and maintenance. We implement multiple layers of security across every part of the system to ensure defense in depth. Our development and maintenance practices include the use of Role-Based Access Control (RBAC) and Multi-Factor Authentication (MFA), data encryption at rest and in transit using TLS/SSL protocols, and secure coding practices supported by code reviews and tools such as SonarQube. We also conduct ongoing vulnerability scanning using tools like Qualys, and regularly perform patching, penetration testing, and security audits. Additionally, we maintain incident response protocols including detection, containment, and recovery procedures, alongside continuous monitoring and threat hunting activities.

TGS team has experience delivering secure systems for state agencies operating in high-compliance environments. Assigned team members possess industry-recognized

cybersecurity and cloud certifications. Our team has extensive experience supporting government systems that handle sensitive data such as PII, PCI, and voter information, demonstrating deep expertise in secure architecture, risk management, and threat detection.

Our solutions are hosted on Amazon Web Services (AWS) GovCloud, which maintains FedRAMP Moderate and High authorization and complies with SOC 2, ISO/IEC 27001, HIPAA, and other security standards. By leveraging AWS GovCloud, our systems inherit the certified security posture of AWS's infrastructure through the AWS Shared Responsibility Model. Under this model, AWS manages the security of the cloud (e.g., physical infrastructure and platform compliance), while TGS is responsible for security in the cloud (e.g., application configuration, data protection, and user access). This model ensures end-to-end compliance with stringent federal and state cybersecurity requirements.

4.3.2. Mandatory Qualification/Experience Requirements - The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1. Vendor or its agents assigned to this project have experience in developing and maintaining a voter registration system and/or campaign finance reporting system. The narrative may include any relevant qualifications and experience of the vendor, its agent(s) assigned to the Agency, and past projects or current contracts.

TGS Response:

The TGS team fully satisfies and exceeds the mandatory qualification requirements outlined in this section. Our team brings over two decades of direct experience developing and maintaining Voter Registration Systems (SVRS) and Campaign Finance Reporting Systems (CFRS) for Secretary of State agencies across the United States. Collectively, the team has accumulated more than 90 years of experience delivering secure, compliant, and scalable election systems, including Lobbyist Disclosure, Statement of Financial Interests (SFI), Business Registration, and Election Night Reporting platforms.

Keval Patel, who will serve as the Account Executive for this project, has been working with the Secretary of State agencies since 2005. He is currently supporting the States of Maine, Connecticut, and West Virginia, and has extensive experience across SVRS, CFRS, Lobbyist Disclosure Systems, SFI, Business Registration, and Election Night Reporting. Additionally, Keval has provided technical and subject matter expert services to the States of New Hampshire and Georgia in support of their statewide voter registration system modernization efforts.

Venu Gurram, the proposed Delivery Manager, has worked in the SOS domain since 2001 and has led the successful implementation and support of several SVRS, CFRS, Lobbyist, and Business Registration systems across multiple jurisdictions. He is a certified Project Management Professional (PMP), and his experience spans both new builds and the modernization of legacy systems.

Raghu Chandra, who will serve as Technical Manager on the project. He has supported SOS agencies since 2005, with a strong focus on the technical design and delivery of SVRS, Lobbyist Disclosure, and Business Registration systems. He holds certifications as an AWS Certified Solutions Architect and Certified ScrumMaster (CSM), bringing both cloud expertise and Agile delivery experience to the project.

Sachin Shetty, who will serve as Project Manager and primary point of contact for the SVRS application, has been working with election systems since 2012. He brings extensive experience managing SVRS implementations and Election Night Reporting platforms. Sachin is currently working closely with the West Virginia Secretary of State to support their existing SVRS, giving him deep familiarity with the State's current environment and operational workflows.

Anil Gupta, who will lead the CFRS track as Project Manager and primary point of contact. He has supported Secretary of State agencies since 2016, with a focus on Campaign Finance Reporting and Lobbyist Disclosure systems. Anil was part of the original implementation team for West Virginia's current CFRS and has provided ongoing support for the system since its deployment. His familiarity with the platform, business rules, and historical context alongside his strong working relationship with West Virginia's staff, positions him to lead a smooth and informed transition to the modernized system.

Veerender Singh, will serve as Development Lead for the SVRS application, has extensive experience developing and supporting statewide election systems. He served as the original developer for West Virginia's SVRS version 2.0, giving him deep technical knowledge of the system's architecture, data model, and functional requirements. Currently, Veerender supports the West Virginia Secretary of State by managing data exports and delivering critical election-related reports. In addition to West Virginia, he also supports the States of Maine and Connecticut, providing application development and system enhancements for their voter registration platforms. His familiarity with West Virginia's current system and proven development expertise makes him an invaluable member of the project team. He holds certifications as an AWS Certified Solutions Architect.

Siva Nammi, who will serve as Development Lead for the CFRS application, brings deep expertise in the design, development, and implementation of Campaign Finance and Lobbyist Disclosure systems. He has led multiple successful SOS projects across the country and is currently serving as the lead developer for the State of North Dakota's CFRS implementation. In addition, he supports the State of Connecticut Election Management System (EMS/ENR), contributing to both election configuration and results reporting. Siva's broad experience and technical leadership will ensure a robust, scalable, and compliant CFRS solution for West Virginia.



Swathi Raghuram, who will serve as Quality Assurance (QA) Lead for this project, has extensive experience in testing election technology systems, including SVRS and CFRS platforms. She specializes in both manual and automated testing, with expertise in building and executing automated test scripts to accelerate regression cycles and ensure application stability. Swathi has played a key QA role in several statewide implementations and has been instrumental in maintaining quality across complex releases. She is also a Certified ScrumMaster (CSM), which enables her to work effectively in Agile teams, manage sprint testing cycles, and ensure seamless collaboration between QA, development, and product teams. Her disciplined approach to defect tracking, test coverage, and UAT preparation ensures that all deliverables meet high standards for accuracy, usability, and performance.

RESPONSE TO RFP ATTACHMENT B: MANDATORY FEATURES

Centralized Voter Registration System Required Based Specifications

Summary:

The following pages outline the base specifications for the West Virginia centralized voter registration system. Using this form, bid proposals should be marked in the allotted space with "Y" for features that are available, "N" for features that are not available, or "F" for features that will be available upon final deployment. For all features, if further information is necessary for the Agency to consider, please provide the information on a separate sheet attached to the response, which information is referenced directly to the specific feature. Be advised that the Agency does not seek additional information for all features, but only those that require additional information because the listed feature does not substantially encompass the available feature in the proposed system to be developed.

I. Activities

Y.N.F

Features

Y

Voter Registration - system provides full functionality for authorized users with granted permissions by the Agency to register voters.

Y

Duplicate Voters - system provides full functionality for authorized voters with granted permissions by the Agency to process voters with duplicate registrations, including merging voter records, copying all duplicate information into the surviving record, and audit history of each action taken on a voter record.

Y

Update Voter - systems permits authorized users with granted permissions by the Agency to update existing voter records, including amendments to all voter information such as name, address, birth date, personal information/numbers (DMV, SSN), etc.

Y

System has available functionality to utilize GIS shapefiles or the equivalent to identify proper voter information (e.g. political districts, precinct assignment, etc.) that is integrated with the voter registration process.

II. Redistricting

Y.N.F

Features

Maintain Voter History - system maintains the following related to voter history:

Y

- *Name History*
- *Election History*
- *Address History*
- *Petition History*
- *Party History*
- *Rejected/Cancelled History*
- *Correspondence History*
- *Multiple Election History*

Maintain County Data - system maintains the following information:

- Y
- County Petitions
 - County Data
 - Maintain Clerk
 - Street Name Change
 - Maintain Street
 - Add Street
 - Add Voting Districts
 - HAVA Inventory

III. System has Modules or Functionality for full suite of industry standard activities related to the following activities:

Y, N, F

Features

Election management, including but not limited to:

- Y
- Absentee Ballots
 - Maintain Elections
 - Add Ballot Type
 - Select Election
 - Early Voting

Confirmation Notices, including but not limited to:

- Y
- Update Notice Sent Date
 - Review Notices
 - Generate Notices
 - Generate Notice Labels
 - Assign Return Code
 - Voter Change
 - Inquiries
 - NCOA Label Report
 - History Report
 - Make Voters Inactive - Manual or Automatic
 - Add Voter
 - 40 Day Clock Passed
 - Inactive voters scheduled to be canceled

Poll Worker Management, including but not limited to:

- Y
- Add Poll Worker
 - Maintain Poll Worker
 - Rates/Position

Polling Place Management, including but not limited to:

- Y
- Add Polling Place
 - Maintain Polling Place
 - Early Voting Location
 - Inventory
 - Assign Elections
 - Assign Districts
 - Assign Polling Place

- Y
- System Management, including but not limited to:*

- *Show Reminders*
- *Maintain User*
- *Maintain Printers*
- *Maintain Roles*
- *SA Home Page*
- *User Security Management*
- *MAC Address Management*

External Interfaces, including but not limited to:

- Y
- *Scheduling*
 - *Deceased File Voters*
 - *DOC Voters*

ePollbook Management, including but not limited to:

- Y
- *ePollbook Download*
 - *ePollbook Upload*

Messaging, including but not limited to:

- Y
- *Create Message*
 - *Check Inbox*
 - *Check Sent Messages*
 - *Create User Group*
 - *Maintain User Group*

Election/Offices Management, including but not limited to:

- Y
- *Maintain Offices*
 - *Maintain Elections*
 - *Maintain Election Cycles*
 - *Maintain Issues/Questions*
 - *PAC and Executive Committee*

Candidate Management, including but not limited to:

- Y
- *Add Candidate*
 - *Maintain Candidate Details*
 - *Add Write-in Candidate*
 - *Maintain Write-in Candidate Details*
 - *Add Nominating Petition Candidate*
 - *Maintain Nominating Candidate Details*
 - *Candidate Ballot Position*
 - *Copy Nominating Candidate Signatures*

- Y *Election Results Certification Report Based on ENR ASCII File for upload of ENR Results.*

IV. Inquiries

System has Modules or Functionality for full suite of industry standard activities related to the following activities:

Y.N.F

Features



<u>Y</u>	<i>Voter Registration</i>
<u>Y</u>	<i>Voter Absentee Ballot</i>
<u>Y</u>	<i>Voter Election History</i>
<u>Y</u>	<i>Voter Cancellations</i>
<u>Y</u>	<i>County Streets</i>
<u>Y</u>	<i>Clerk Information</i>
<u>Y</u>	<i>Purge Voter</i>
<u>Y</u>	<i>Inquiry DMV Voter</i>

Reports (No PII)

Y.N.F

Features

Reports generated by County will export in Excel, text file, or PDF format with, at least, the following fields:

- | | |
|----------|---|
| <u>Y</u> | <ul style="list-style-type: none">• <i>Ad-hoc Query Option</i>• <i>Poll Book</i>• <i>Street Voter List</i>• <i>Move Export</i>• <i>Label</i>• <i>Disk File</i>• <i>Absentee Ballots</i>• <i>Change Detail</i>• <i>Party Change Statistics</i>• <i>Election Summary</i>• <i>Alpha Voter List</i>• <i>Inactive Voters</i>• <i>County Street List</i>• <i>Absentee Mailing Labels</i>• <i>Master Worksheet</i>• <i>Poll Worker List</i>• <i>Precinct List</i>• <i>Voter Regn. Summary</i>• <i>Voter Regn. by Source</i>• <i>Alpha List of Challenges</i>• <i>Rej/Cancellation Summary</i>• <i>NVRA Statistics</i>• <i>Voter Mailing Address</i>• <i>Voter History</i>• <i>Confirmation Notice List</i>• <i>Ballots with no ID</i>• <i>Cancelled Voters</i>• <i>Provisional Ballots</i>• <i>Statewide Disk File</i>• <i>Voter History Disk</i>• <i>Voters Without Signatures</i>• <i>Early Voters</i>• <i>Poll Worker Labels</i>• <i>Poll Worker Letters</i> |
|----------|---|



- *Polling Place Letters*
- *Out of State Voters*
- *Petition History*
- *UOCAVA Voter List*
- *Need to Show ID*
- *Candidate Letters*
- *Office List Report*
- *List of Candidates*
- *Official Certification*
- *Report Status*

Statewide Exports in text file format (state users only):

- *Ad-hoc option with ability to save report for state and/or county*
- *EAVS Statistics*
- *VIP Data*
- *Voter History Data*
 - *Absentee*
 - *Early Voting*
 - *Election Day*
- *Statewide voter registration file*

Y



Campaign Finance System Required Based Specifications

Summary:

The following pages outline the base specifications for the West Virginia campaign finance system. Using this form, bid proposals should be marked in the allotted space with "Y" for features that are available, "N" for features that are not available, or "F" for features that will be available upon final deployment.

For all features, if further information is necessary for the Agency to consider, please provide the information on a separate sheet attached to the response, which information is referenced directly to the specific feature. Be advised that the Agency does not seek additional information for all features, but only those that require additional information because the listed feature does not substantially encompass the available feature in the proposed system to be developed.

I. Filing Schedule Administration

- Y *Filing Schedules are set up and associated to specific filer types, so that the system may automatically assign appropriate schedules to registered candidates and committees.*
- Y *The set up includes elections and elections cycles, filing cycles, reporting periods, report due dates, and optional reports. Reporting period templates may be established and used for multiple schedules as a shortcut.*

II. Limits & Thresholds

- Y *Administrative users can set up transaction limits for support of system-assisted auditing functionality.*
- Y *Warnings can be displayed to users when limits are exceeded, and audits can be saved for administrative use.*
- Y *Administrative users can set up reporting thresholds to support automatic supplemental report assignments. Examples of supplemental report requirements are transactions exceeding amount thresholds, exceeding aggregate thresholds, and/or are within a particular data range.*

III. Penalty Administration:

- Y *Administrators may create new penalty types and fee types and may maintain multiple fine schedules.*
- Y *Basic penalty accounting is available.*
- Y *Late filing penalty processing is integrated into the administrative functionality.*
- Y *Late filings are listed, and penalties may be assessed to all at one time, or individually.*
- Y *In addition to late filings, administrators have the ability to set up any other types of violations for which they need to assess penalties, such as reports not in compliance with published requirements.*
- Y *Penalty payments or waived amounts may be entered against each penalty by the administrators in order for the system to track penalty balance.*

IV. Administrative Tasks:

The system generates notifications based on certain system events to alert administrators, who may need to follow up or do some other sort of tracking. Administrative tasks are:

Y

- *Committee Change*
- *Conditionally Accepted*
- *Registration Update for Conditionally Accepted*
- *Candidate Registration Amendment*
- *Committee Registration Amendment*
- *Financial Filing Amendment*

V. View Late Reports:

Y

Administrators may monitor late filers and view details of filers that are late with current or prior reports.

Y

Public site maintains a list of late filers/noncompliant committees for a minimum of five (5) years.

VI. Code Table Maintenance:

Y

Administrators have the functionality available to add, update, and remove values from code tables that are used by the system in many capacities, such as providing for consistent data entry and supporting validation rules. Some examples are offices, districts, registration conditional acceptance or rejection reasons, uploaded image types, and user security questions.

VII. Image Processing:

Y

Administrators have the ability to upload electronic documents and associate them to a specific candidate or committee.

Y

The documents are viewable in the candidate's or committee's workspaces. Documents can be flagged as public or private - if public, a document is available to be viewed by the public through the system's public site.

Y

Certain system-generated correspondence such as registration confirmation letters are automatically imaged and appear in the candidate's or committee's document lists for viewing.

VIII. User Administration:

Y

User login accounts can be searched and modified for purposes of resetting passwords, emailing username and password information, activating or inactivating login permissions, and correcting contact information.

Y

New administrative users can be added when needed.

IX. Administrative Reporting:

Y

A tool for administrators to produce various ad hoc reports of candidates, committees, transactions, and filings will be provided.



X. Registration and Related Administrative Functions:

- Y *Add Registration - candidates and committees who need to use the system for filing reports will be able to access the registration entry functionality in the public site.*
- Y *The entry page will contain all the information required by the state.*
- Y *When a registration is submitted, the user has a chance to view and print the registration information in the state's standard form.*
- Y *Any forms, such as a signature card, that the user is required to sign and return can be printed at this time.*
- Y *A confirmation email is sent to the filer when the registration is submitted.*

XI. Independent Expenditure Committees:

- Y *Individual persons, business entities, and committees that make independent expenditures, and are required to file independent expenditure or other types of reports, can register in the system as this specific type of filer.*

XII. Administrative Approval of Registration:

- Y *Pending registrations - from the administrative home page, a list of pending registrations is available at all times. These are registrations that have been submitted, but not yet accepted or rejected.*
- Y *The administrators may review each registration and can accept, conditionally accept, or reject the registration.*

XIII. Accepting Registrations:

- Y *When the administrative user accepts a registration, that candidate or committee is now active in the system.*
- Y *An acceptance letter is generated and emailed to each user.*
- Y *The system creates login credentials for the candidate and any committee officers designated to receive credentials.*
- Y *Emails with the username and initial login instructions are sent to each user, and password is communicated securely in accordance with industry standards to allow the user to log into the Candidate/Committee Workspace.*
- Y *Filing dates and a list of scheduled reports will automatically be visible for each active candidate or committee.*

XIV. Conditionally Accepting Registrations:

- Y *The administrative user has the ability to conditionally accept a registration. Examples of when this may be used are, when they are waiting for the user to submit a registration amendment to correct a deficiency, or when they are waiting for a form to be returned.*

- Y *Conditional acceptance does the same thing as a regular acceptance, with the exception that the candidate or committee is restricted from filing reports.*
- Y *The administrative user must provide a reason for the conditional acceptance, and a letter is generated and emailed to each user.*
- Y *A list of all registrations currently conditionally accepted is available at all times for monitoring and follow-up purposes. This includes functionality to remove the conditional status.*

XV. Rejecting Registrations:

- Y *The administrative user has the ability to reject a registration. The administrative user must provide a reason for the rejection, and a letter is generated and emailed to each user.*

XVI. Registered Users Workspace:

The Registered User Workspace Home page provides access to the following functionality:

- Y
- Immediate To-Do: view system generated To-Do items when certain events occur, such as an upcoming deadline for a report that is not yet complete or filed, amending a transaction that requires an amended report to be filed, etc.*
 - View upcoming reports*
 - View recently filed reports*
 - View reporting activity, such as running totals*
 - View financial summary (current balance and unfiled transactions, summary totals for the current and past election or filing cycles)*
 - View uploaded documents*
 - View officer information and all registration information*
 - Amend registrations*

- Y *Action Menu to navigate to functionality for Transaction Entry, Report Filing, Contributor/Payees/Loan Sources, and Data Import.*

Transaction Entry:

- Y *The Candidate/Committee Workspace has separate menu options for the user to access Contributions, Expenditures, Loans, and Debts functionality.*

- Y *In each area, the user may enter new transactions, and update or delete existing transactions.*

- Y *Once a transaction is included on a filed report and therefore accessible by the public, the transaction is considered "locked".*

- Y *Updates or deletes after that point will require that the original report be amended.*

- Y *As a financial transaction is entered and saved, it is considered unfiled data. As such, it is not available to be viewed on the public site, and can only be accessed through the filer's secure site by the candidate or committee to which it belongs, or by administrators.*

- Y *Once the candidate/committee files a report, all transactions included on the report are considered filed and are available for view on the public site.*

XVII. Transaction Types:

Contributions include the following categories, which are customizable:

Y

- *Itemized Monetary*
- *Itemized Nonmoney*
- *Non-Itemized Monetary*
- *Non-Itemized Nonmoney*
- *Interest*
- *Coordinated with other committee types*

Expenditures include the following categories, which are customizable:

Y

- *Itemized Monetary*
- *Non-Itemized Monetary*
- *Itemized Monetary Contributions to Candidates and Committees*
- *Non-Itemized Monetary Contributions to Candidate and Committees*
- *Non-Itemized Monetary Contributions to Candidates and Committees*
- *Itemized Administrative Expenses*
- *Non-Itemized Administrative Expenses*
- *Coordinated with Candidates and Committees*

Loans include the following categories, which are customizable:

Y

- *New Loans*
- *Loan Payments*

Debts include the following categories, which are customizable:

Y

- *New Debt*
- *Debt Payments*

XVIII. Contributor/Payees/Loan Sources:

Y

Candidates and committees maintain their own lists of contributors and payees.

Y

These can be reused for multiple transactions.

Y

These entities can be individuals, businesses or organization, registered candidates, and registered committees.

Y

They are entered as part of the transaction entry process.

Y

A separate function is provided for making updates to the entity's information.

Y

Existing transactions for these entities can be edited to include the new information, if appropriate.

Y

Aggregates can be calculated per contributor/payee as needed for reporting aggregate totals on the scheduled reports, or for use in validating contribution and expenditure limits.

XIX. Filing Reports and Report History:

- Y *Regular scheduled reports - reports are listed in the order in which they are expected to be filed.*
- Y *When a user files a report, the system pulls all transactions within the reporting period, calculates contribution and expenditure summary totals, calculates the candidate's or committee's new cash balance, calculates loan and debt balances if these need to be reported, and presents the information to the user for review.*
- Y *The user has the option to preview the report (using the state's prescribed report form) before submitting the report.*
- Y *Once the report is submitted (filed), it appears in the filed report history list.*
- Y *All information contained in the report is immediately accessible to the public through the public access site.*
- Y *Reports can be amended anytime new transactions have been entered, or exiting transactions have been updated or deleted.*
- Y *Both the original versions of the report and all amendments are maintained and can be viewed.*
- Y *Without an administrator un-filing an amendment or the original version of a report, a history of all filed versions of the report will be maintained and viewable.*

XX. Supplemental Reports:

- Y *A supplemental report is automatically added to a candidate's or committee's filing schedule after a transaction limit or threshold is met.*
- Y *These limits and thresholds are set up and maintained by administrators.*
- Y *Supplemental reports do not maintain a cash balance, and the transactions within the report will also be included on a regularly scheduled report in order to be shown in the correct reporting period where they have affected the cash balance.*
- Y *Supplemental reports are filed and amended in the same manner as regular reports.*

XXI. Optional Reports:

- Y *Optional Reports can be submitted on demand, rather than be scheduled by the system.*
- Y *Once filed, they will appear in the candidate's or committee's filing history.*

XXII. Data Imports:

- Y *Transactions in Excel or XML files, using prescribed formats, may be uploaded directly into the system as an alternative to using the data entry pages.*
- Y *Third-party management companies with exportable data may import data as a bulk upload into the system using a standard template available in the system*

XXIII. Work on Behalf:

Y *Administrators may log into a candidate's or committee's workspace on behalf of that entity, and perform all functions in the workspace.*

Y *They have the same capabilities in the Candidate/Committee Workspace that the registered users have.*

While working on behalf of a user, there is additional functionality for administrative users only to:

- Correct registration information in place of a registration amendment.*
- Individually assign or remove filing schedules and one-time reports for candidates or committees.*
- Upload document images.*
- Y *• At the administrator's discretion, reports that cannot be filed yet, for technical or other reasons, can be administratively checked-in, so that they do not get flagged as a late filing.*
- Un-filing reports if deemed necessary.*
- Resetting user passwords, activate and inactivate user's login capability.*
- Activate or inactivate an officer's relationship and access to data for a candidate or committee.*
- Maintain administrative notes pertaining to a candidate or committee - viewable only for administrators.*

XXIV. Notifications:

The system provides for the following notifications and correspondence to be generated and emailed:

- Registration*
- Confirmation of Registration Submission*
- Registration Accepted*
- Registration Conditionally Accepted*
- Registration Rejected*
- Y *• Send registration-related forms requiring signature*
- User Credentials*
- New User Credentials*
- • Provide Username to Existing User*
- Provide Password to Existing User*
- Filing Reminders and Confirmations*
- • Upcoming Report Due Reminder*
- Notice of Unfiled Report*
- Confirmation of Submitted Filing*

XXV. Public Workspaces:

The system provides a public site overview page serves as the home page for the system, that includes these features:

- Customized state banner*
- Standard charts:*
 - Y *○ Top Expenditure Types with summary totals (bar chart)*
 - Top Contributor Types with summary totals (wheel chart)*
 - Independent Expenditures - Top Spenders with summary totals (top 5 list)*
- Explore Candidate section*
- Explore Committee section*

- *Search bar*
 - *Search for candidates, committees, offices using type-ahead names*
 - *Search for transactions using criteria such as filer type, amount thresholds, and date ranges.*
 - *View details of selected items from search results.*
 - *Action Menu to access other function.*

XXVI. Explore Capability:

Y *In addition to the quick Explore sections on the Home page, the action menu gives access to the complete Explore functionality, which allows for viewing lists of candidates, committees, files reports, and offices.*

Y *Lists can be filtered by various criteria, columns can be added or removed, and the lists can be exported. Drill down capability allows individual candidates, committees, filed reports, and offices in the list to be selected for viewing more detail.*

XXVII. View Detailed Information:

Y *Candidate and Committee Detail includes general name, address, officer information, and a link to view the registration form.*

Y *Summary financial totals for each election cycle or filing cycle in which the candidate or committee has filed reports is provided.*

Y *Includes total contributions, expenditures, nonmonetary transactions, funds balance, and the top contributors and payees.*

Y *Transactions are further summarized by type of contributor, expenditure category, and location (in-state, out of state, and city/town).*

Y *PDFs of all filings can be viewed, including past versions if a report has been amended. All non-private uploaded documents and correspondence can be viewed.*

Y *Office Detail is used for overall and individual candidate comparison purposes. It includes the same financial summary information that is shown for individual candidates but is summarized to include all candidates running for the office.*

Y *A comparison of financial information for each individual candidate that is running for the office.*

XXVIII. Download Data:

Y *The public site provides CSV (comma-delimited) download files with filed contribution/loan and expenditure/debt data for each reporting year in a zipped file format.*

Y *These files can be downloaded and imported into other applications (Microsoft Excel, Microsoft Access, etc.).*

Y *Only filed transaction data is included in the download files.*

ATTACHMENT TO ATTACHMENT B:

ADDITIONAL INFORMATION FOR FEATURES

Centralized Voter Registration System Additional Information

Inquiries

Modules / Functionality for full suite of industry standard activities

Y ***Voter Registration***

TGS Response: The system allows users to conduct statewide or countywide voter searches with three versatile search options, ensuring efficiency and precision:

- **Global Search** – Instantly accessible from the system header for quick lookup, featuring type-ahead search by First Name, Last Name, Full Name, or Voter Registration #.
- **Flexi Search** – Provides customizable search criteria, allowing users to search by Name, Birth Date, SSN, DMV ID, Address, Voter Registration #, Previous Name, and Previous Address.
- **Advanced Voter Search** – Offers deep search capabilities using 50+ parameters with logical operators like equals to, not equals to, contains, starts with, ends with, greater than, less than, and between, ensuring highly granular search results tailored to user needs.

All voter information and associated documents are intuitively organized into logically grouped tabs, allowing seamless access via hyperlinks from search results or quick actions for efficient navigation and review. Each tab is designed to provide a clear and comprehensive view of voter records:

- **Voter Details** – Displays essential voter information at a glance.
- **Audit** – Tracks and presents a detailed audit history of all voter record modifications.
- **Participation** – Provides a complete history of voter participation across elections.
- **Absentee Ballots** – Facilitates the management of absentee ballot requests, issuance, and returns.
- **History** – Enables tracking and management of Name, Address, Party, Status, Petition, and Correspondence history.
- **Documents** – Offers a centralized document management system with scanning, uploading, printing, document history tracking, and the ability to mark documents as active.

Y ***Voter Absentee Ballot***

TGS Response: The system allows authorized users to search the voter using Global Search, Flexi Search or Advanced Voter Search and manage the Absentee Ballots for a voter from the Absentee Ballots tab as mentioned in the point above *Inquiries – Voter Registration*.

Y ***Voter Election History***

TGS Response: The system allows authorized users to search the voter using Global Search, Flexi Search or Advanced Voter Search and manage the Election History for a voter from the Participation tab as mentioned in the point above *Inquiries – Voter Registration*.



Y ***Voter Cancellations***

TGS Response: The system allows the authorized users to search for voter cancellations using Advanced Voter Search with combination of status and date range.

Y ***County Streets***

TGS Response: The system allows users to search a county street by Street Name, Street Type, Pre Direction, Post Direction, Side, Postal City or Precinct.

Y ***Clerk Information***

TGS Response: The system allows the authorized county users to view and update the Clerk Information while state users can efficiently access Clerk details by selecting the desired county.

Y ***Purge Voter***

TGS Response: The system provides authorized users with a dedicated interface to efficiently view and manage purged voters. Additionally, purged voter records can be searched using Advanced Voter Search.

Y ***Inquiry DMV Voter***

TGS Response: The system allows authorized users to efficiently review and process DMV voter intake through a dedicated queue. Users can compare incoming DMV records with probable matches in the system, leveraging a side-by-side comparison of voter data and signatures. The intuitive interface allows users to seamlessly add or update voter records or mark them as no action required.

Reports (No PII)

Y

Reports generated by County will export in Excel, text file, or PDF format with, at least, the following fields:

- ***Ad-hoc Query Option***
 - ***Poll Book***
 - ***Street Voter List***
 - ***Move Export***
 - ***Label***
 - ***Disk File***
 - ***Absentee Ballots***
 - ***Change Detail***
 - ***Party Change Statistics***
 - ***Election Summary***
 - ***Alpha Voter List***
 - ***Inactive Voters***
 - ***County Street List***
 - ***Absentee Mailing Labels***
-



- *Master Worksheet*
- *Poll Worker List*
- *Precinct List*
- *Voter Regn. Summary*
- *Voter Regn. by Source*
- *Alpha List of Challenges*
- *Rej/Cancellation Summary*
- *NVRA Statistics*
- *Voter Mailing Address*
- *Voter History*
- *Confirmation Notice List*
- *Ballots with no ID*
- *Cancelled Voters*
- *Provisional Ballots*
- *Statewide Disk File*
- *Voter History Disk*
- *Voters Without Signatures*
- *Early Voters*
- *Poll Worker Labels*
- *Poll Worker Letters*
- *Polling Place Letters*
- *Out of State Voters*
- *Petition History*
- *UOCAVA Voter List*
- *Need to Show ID*
- *Candidate Letters*
- *Office List Report*
- *List of Candidates*
- *Official Certification*
- *Report Status*

TGS Response: The system features a well-integrated reporting framework, seamlessly aligned with the scheduling system for efficient report generation for the above list. It supports PDF, Text File, and Excel formats, allowing users to track report statuses in real time. An intuitive user interface enables users to define report criteria with built-in data and business validations, ensuring accuracy. The flexible architecture allows for quick adaptation to evolving reporting requirements, streamlining change management. Additionally, the system allows state users to generate statewide reports wherever applicable. Users can create custom ad-hoc criteria using Advanced Voter Search, save them as reusable filters, and share them with other users. These filters can also be leveraged to schedule reports dynamically, ensuring flexibility, efficiency, and data-driven decision-making.

TECHNICAL ARCHITECTURE

This section describes the design and structure of SVRS and CFRS systems. It covers the Logical and Physical architecture, detailing how the system meets functional and non-functional requirements using microservices and proven technologies while ensuring security, performance, scalability, reliability, recoverability, and extensibility at both application and infrastructure levels.

Logical Architecture

Logical Architecture defines the functional breakdown of the components and services are decomposed by domains or subdomains.

Following diagrams depict the logical architecture for SVRS and CFRS applications.

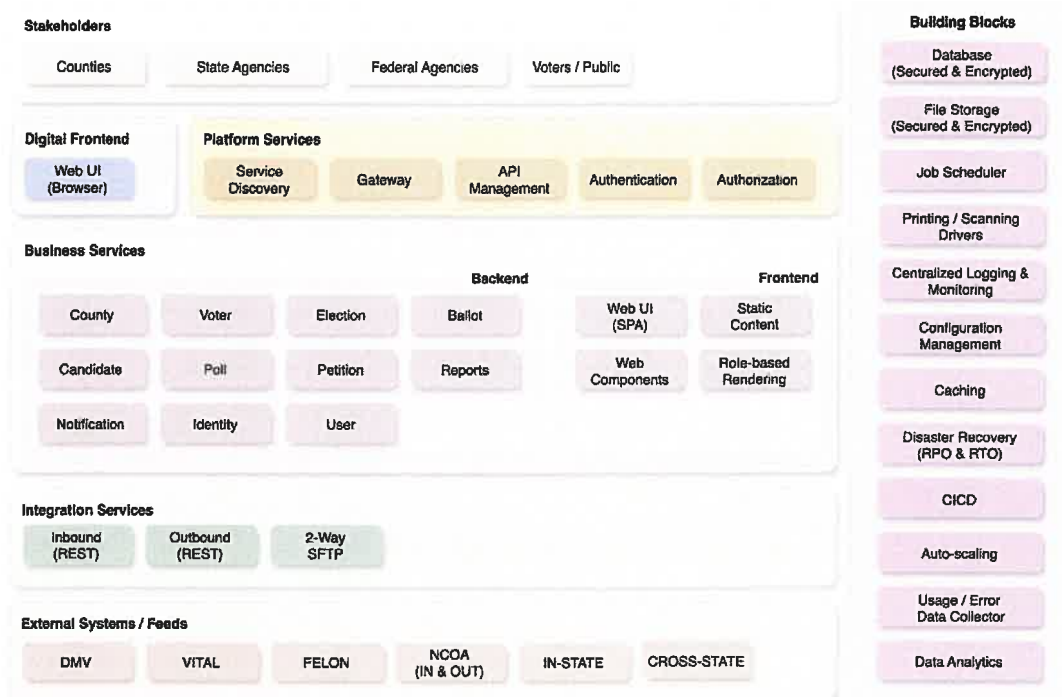


Diagram 1: SVRS Logical Architecture

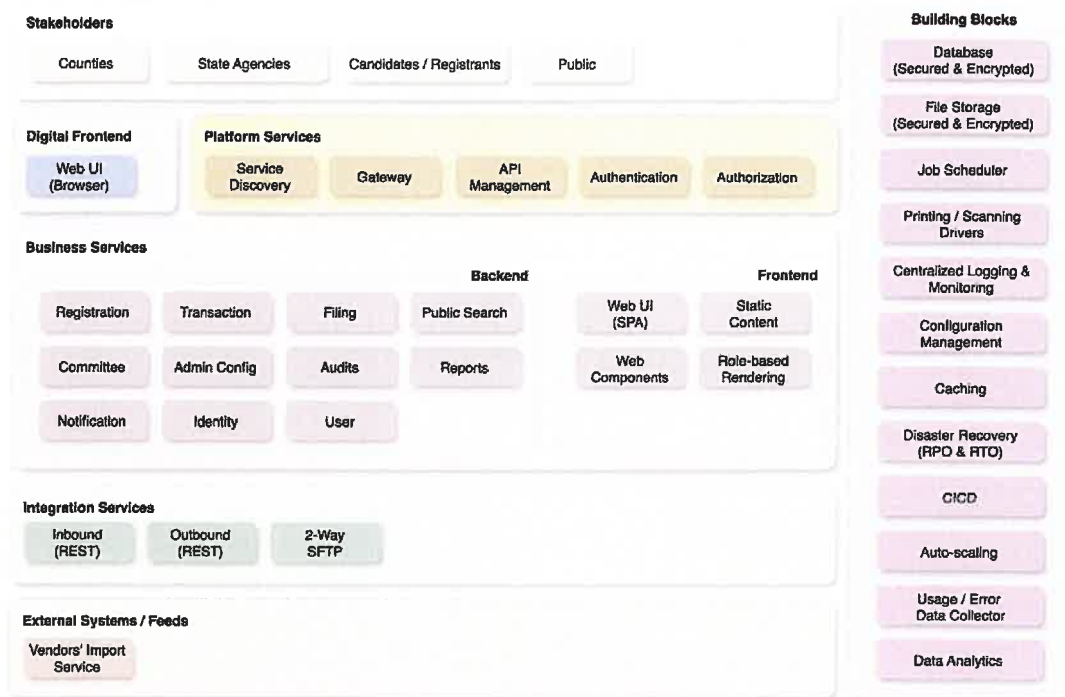


Diagram 2: CFS Logical Architecture

Following is the brief description of each component in the above diagrams.

Stakeholders

Represents key entities interacting with the system, including County and State Officials who access or manage voter registration and election-related data.

Digital Frontend

Primary user interface loaded in the browser for users to interact with the system for voter registration and performing other election related activities.

Platform Services

Platform services provide core system-level functionalities:

- **Service Discovery** – Dynamically locates and connects microservices to ensure seamless communication.
- **Gateway** – Serves as a secure entry point for API requests, enforcing authentication, authorization, and rate-limiting.
- **API Management** – Controls API exposure, monitoring, and security.
- **Authentication** – Ensures user identity verification and secure login.
- **Authorization** – Manages user access rights based on roles and permissions.

Business Services

Services that handle domain-specific functionalities with implementation of business rules and validations.

Every backend service is self-contained and containerized with implementation of following layers in the code:

- **Controller Layer** – Handles HTTP requests and responses. Performs request parsing, validation and input data sanitization. It also authorizes the access the API endpoints based on the logged in user's role and permissions.
- **Services Layer** – Implements code business rules and workflows.
- **ORM/Data Access Layer** – Implements data persistence logic, keeping business logic independent of data storage.
- **Persistence Layer** – Includes Data and File Storage

Frontend Service

Both SVRS and CFRS applications have Single-page Frontend web application packaged and deployed as a container service to be consistent with the Backend services leveraging the container orchestration features.

Integration Services

Business Services must not be exposed to the third-party systems for security reasons. Both SVRS and CFRS applications have support of building an integration layer for secured data exchange with the external systems like SFTP, DMV, VITAL, etc.

Building Blocks

Building Blocks are the essential components for building an enterprise data driven applications with secured and smooth system operations. SVRS and CFRS applications both uses these components to meet functional and non-functional requirements.

- **Database (Secured & Encrypted)** – Stores and manages structured data with encryption and access controls.
- **File Storage (Secured & Encrypted)** – Securely stores files and documents with encryption for data protection with access controls.
- **Job Scheduler** – Automates and schedules background tasks and system jobs efficiently. Used in implementations like
 - Reports generation.
 - Processing DMV and OVR files.
 - Identifying duplicate voters from the system.
- **Printing / Scanning Drivers** – Supports printing and scanning functionalities by integrating required drivers.
- **Centralized Logging & Monitoring** – Collects and monitors logs for system health, performance, and security insights.

- **Configuration Management** – Manages and maintains system settings and configurations dynamically.
- **Caching** – SVRS and CFS implements caching mechanism to enhances system performance by storing frequently accessed data and static assets for quick retrieval.
- **Disaster Recovery (RPO & RTO)** – Ensures system resilience with defined Recovery Point and Recovery Time Objectives. SVRS and CFS applications implements Infrastructure-as-Code for faster recovery from disaster and the expected RPO and RTO can be achieved.
- **CICD** – SVRS and CFS implements Continuous Integration and Continuous Deployment for automated software delivery and seamless release management with version control, code coverage checks and code smells check.
- **Auto-scaling** – SVRS and CFS can dynamically adjust system resources based on workload demand for optimal performance to meet the expected load.
- **Usage / Error Data Collector** – Captures system usage metrics and errors for monitoring and troubleshooting.
- **Data Analytics** – SVRS and CFS has a roadmap to implement data analytics by processing and analysing system generated data for insights and informed decision-making.

Physical Architecture

Physical Architecture provides the details of actual deployment of the system that explains how the software components, hardware, network, traffic path and other infrastructure interacts to deliver the functionality.

The following diagram depicts the physical architecture for hosting SVRS and CFS applications.

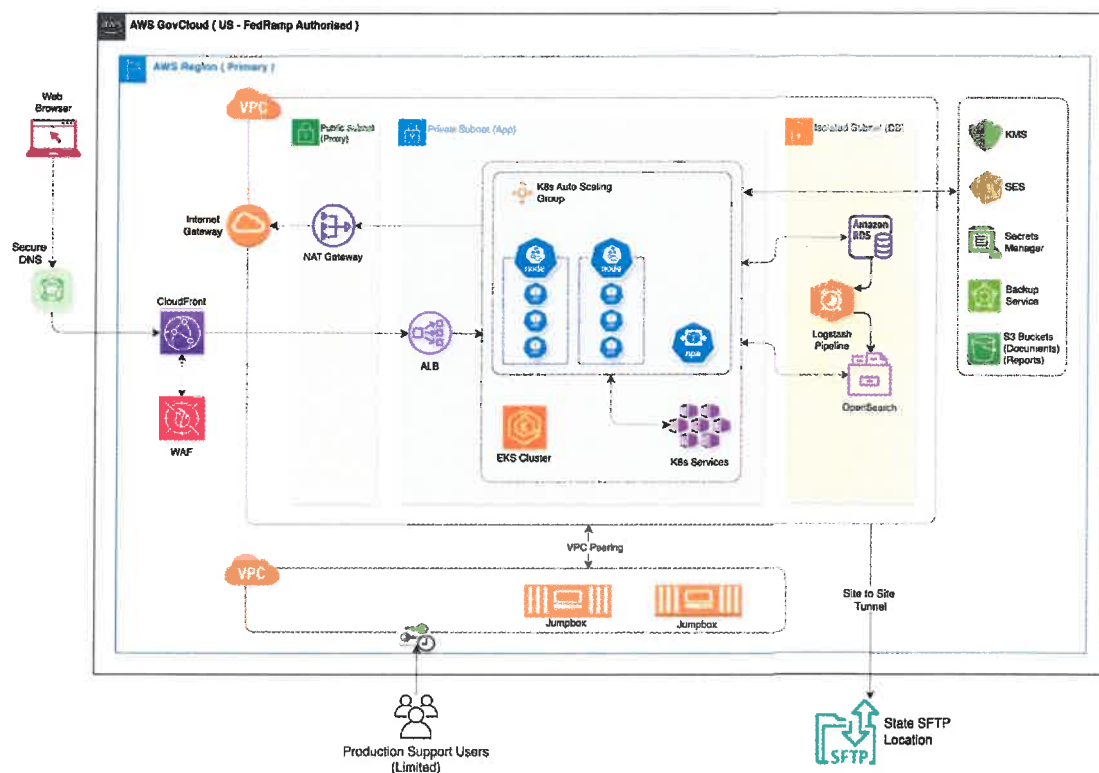


Diagram 3: SVRS & CFS Platform Physical Architecture

This architecture ensures scalability, security, high availability, and compliance with government regulations. It leverages AWS managed services, advanced networking, encryption, and automation to deliver a resilient and efficient system. Following is the brief description of each component in the above diagram

AWS GovCloud

TGS proposes hosting both SVRS and CFS applications on AWS GovCloud to

- Ensure compliance with FedRAMP, FISMA and other security requirements for the government workloads.
- Enforces data sovereignty ensuring the data remains in the U.S.

Network Architecture

- **VPC (Virtual Private Cloud)** is used to isolate the secure the workloads within AWS GovCloud.
- **Network Subnets:**
 - **Public Subnet (Proxy):** Hosts the NAT Gateway for outbound internet access.
 - **Private Subnet (App):** Contains Kubernetes workloads, EKS cluster, and business services.
 - **Isolated Subnet (DB):** Dedicated to Amazon RDS, OpenSearch, and Logstash pipeline, restricting direct internet access.
- Dedicated Management VPC for securely accessing Production VPC for support restricting direct access to the application cluster or data.
- Site-to-Site VPN Tunnel shall be created for accessing the State SFTP locations.

Security & Access Control

- **CloudFront (CDN):** Distributes content securely and optimizes performance.
- **WAF (Web Application Firewall):** Protects against DDoS, SQL injection, and cross-site scripting (XSS) attacks.
- **Secure DNS:** Ensures domain resolution is protected against spoofing and phishing attacks.
- **Production Support Users (Limited Access):** Only authorized users can access production systems via Jump boxes.
- **AWS KMS (Key Management Service):** Manages encryption keys for secure data storage and transmission.
- **AWS Secrets Manager:** Safeguards credentials for databases, API keys, and applications.

Application Layer

SVRS and CFS microservices will be installed in Kubernetes to leverage container orchestration.

- **EKS Cluster (Elastic Kubernetes Service):** Manages containerized microservices for business logic.
- **Kubernetes Auto-Scaling Group:** Ensures system scalability by dynamically adjusting resources.
- **Horizontal Pod Autoscaler (HPA):** Automatically scales services based on CPU/memory usage.
- **Application Load Balancer (ALB):** Distributes requests among Kubernetes nodes, ensuring high-availability.

Data & Storage Layer

- **Amazon RDS (Relational Database Service):** Hosts transactional databases with high availability and automated backups.
- **OpenSearch:** Provides search, analytics, and log storage capabilities.

- **Logstash Pipeline:** Collects, processes, and forwards logs to OpenSearch for real-time monitoring.
- **S3 Buckets:** Stores documents, reports, and backups securely.

Non-Functional Requirements

Security & Compliance

SVRS and CFRS incorporate multi-layered security measures at both the application level and infrastructure level to ensure data protection, compliance, and resilience against cyber threats. The SVRS and CFRS security architecture is built based on

- The enduring experience of TGS handling data for SOS systems and the security and compliance incidents reported in the past.
- TGS's goal is to align with state election security standards and NIST and FedRAMP guidelines to have Zero Trust Architecture to ensure the least privilege access at all levels of application and infrastructure.

Application-Level Security

- **Authentication & Authorization**
 - **Multi-Factor Authentication (MFA)** - Enforces OTP-based MFA for all the privileged and admin user accounts. The implementation is flexible and can be tailored to the state's requirements, allowing authentication via Email, SMS, or an authenticator app.
 - **Role-Based Access Control (RBAC)** - Implements RBAC to restrict access based on predefined user roles and privileges. TGS is considering implementation of **Attribute-Based Access Control (ABAC)** in the future for fine-grained access control.
 - **Tokens** - Implements secure session tokens using JSON Web Tokens (JWT) with configurable expiration policies.
 - **Automatic Inactive Session Logout** - Enforces automatic logout for inactive sessions to prevent unauthorized access.
 - **MAC Address Check** - Support of MAC Address based Authorization. It can be enabled and disabled for counties by the system admin.
 - **Working Hours Check** - Support of working hours check to restrict login out of working hours.
 - **New User Approvals** - Support of additional approval while adding a new user to the system.
- **Data Security & Encryption**
 - **Encryption at Rest** - Uses AES-256 encryption for the all the data at rest in the storage systems.
 - **Encryption at Transit** - Uses TLS 1.3 & RSA-2048 encryption for the data in transit.

- Uses AWS Key Management Service (KMS) for centralized key lifecycle management.
 - Uses AWS Secrets Manager for securely storing the keys and credentials from application configuration.
 - **Field-level Encryption** - Saves encrypted password using irreversible algorithm.
- **API & Web Security**
 - All the services expose only HTTPS endpoints with strong authentication and access controls.
 - All the services enforce JSON Web Tokens (JWT) for secure API access.
 - All the services enforce strict Cross-Origin Resource Sharing (CORS) policies to prevent unauthorized cross-domain requests.
- **Secure Coding Practices**
 - All the API endpoints implement input validation, sanitization and JSON Schema validation to prevent malicious payloads.
 - CICD Pipelines are integrated with tools to perform Static Code Analysis and alert on identifying any code smells.
 - CI/CD pipelines are integrated with tools to conduct code coverage checks on unit test cases, mitigating the risk of feature failures due to code changes and ensuring seamless business continuity.
 - CICD Pipelines are integrated with vulnerability scanning of container image build.
 - Centralized logging is implemented to generate logs for audit and troubleshooting and analysis. It ensures the logs are immutable and tamper-proof.
- **Regular Penetration Testing**
 - TGS will plan for a third-party penetration test on the UAT environment before go-live.
 - TGS will build a suite of penetration test cases based on OWASP Top 10 guidelines and will be performing quarterly penetration tests.

Infrastructure-Level Security

- **Network Security**
 - The network architecture implements multi-tier VPC Architecture with public, private and isolated subnets.
 - The architecture uses VPC Peering for secure interconnectivity between Management and Production VPC.
- **Web Application Firewall** - All the services are deployed in the private network behind firewall to block common web threats and attacks such as
 - Distributed Denial of Service (DDoS)
 - SQL Injection
 - Cross-Site Scripting (XSS)
 - Cross-Site Request Forgery (CSRF)
- **Identity & Access Management (IAM)** - TGS enforces MFA & IAM policies with fine-grained permissions for limited access to the production account.

Performance

The system is designed to meet the performance by implementation of low latency and efficient resource utilization. The architecture leverages scalable cloud-native technologies, optimized database queries, caching and load balancing to meet the response time, throughput and concurrency requirements.

Application-Level Performance Optimization

- Backend
 - Uses asynchronous processing & non-blocking I/O wherever applicable to improve request handling.
 - Implements query caching for reducing computation overhead.
 - Indexes are created for faster query execution.
 - Implement Command and Query Resource Sharing (CQRS) pattern with read replicas for separating the read-heavy workloads from write operations.
- Frontend
 - Uses lazy loading and minified assets for faster load times.
 - Uses client-side caching for frequently accessed assets avoiding round-trip on every request.

Infrastructure-Level Performance Optimization

- Uses AWS Auto Scaling for Kubernetes nodes ensuring optimal user experience under varying traffic.
- Uses Horizontal Pod Autoscaler (HPA) for automated pod scaling to optimize performance.
- Uses AWS CloudFront for fast Content Delivery.

TGS is planning to conduct detailed performance testing to identify optimal configuration, ensuring that expected performance is met during election day spikes and high traffic periods.

Scalability

The auto-scaling infrastructure ensure that the system can be scaled based on the performance requirements.

- Uses AWS Auto Scaling Groups for dynamically scaling compute resources.
- Implements Kubernetes Horizontal Pod Autoscaler (HPA) for microservices that can dynamically scale-up and scale-down the instances depending on CPU and Memory usage.
- Uses scalable Amazon RDS.

Reliability

The highly available and fault tolerant architecture ensures continuity of the business in case of unanticipated failures as well as during planned activity.

- Critical components can be deployed across multiple Availability Zones (AZs) for redundancy.

- The system implements container health probes - Liveness, Readiness and Startup probes to monitor the health and availability of application containers within a pod.
- Health probes help to maintain the application stability by automatically detecting and recovering from failures without manual intervention.
- Planned software updates are done using the Rolling Deployment strategy that ensures no downtime with the help of health probes.

Recoverability

The architecture has the ability for the system to restore operations after failure, disruption or data loss. The system architecture can implement various mechanisms such as backups, failover strategies and redundancy to ensure minimal downtime.

- Automated daily backups are scheduled for all the environments.
- A cold Disaster Recovery (DR) site can be built in another region with near real-time data replication.
- A process for the switchover and switchback can be established.

TGS can work with the state to understand the DR requirements and architecture can be extended to support multi-region setup with minimal efforts.



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

State of West Virginia
Centralized Request for Proposals
Info Technology

Proc Folder: 1630003			Reason for Modification:
Doc Description: WVSOS SVRS & Campaign Finance Systems			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-06	2025-03-31 13:30	CRFP 1600 SOS2500000001	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 : TGS Technology LLC
Address :
Street : 7301 Carmel Executive Park Dr., STE 101,
City : Charlotte
State : NC **Country :** USA **Zip :** 28226
Principal Contact : Keval Patel
Vendor Contact Phone: 757-537-0781 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 85-1117526

DATE 03/26/2025

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

ADDITIONAL INFORMATION

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Secretary of State's Office (hereinafter referred to as the "Agency") to provide a contract for the purchase to develop an all-inclusive, centralized voter registration database solution and campaign finance reporting system with all associated services, maintenance and support, installation and training per the attached documentation.

**** Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

INVOICE TO		SHIP TO	
SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US		SECRETARY OF STATE BLDG 1 STE 157K 1900 KANAWHA BLVD E CHARLESTON WV 25305-0770 US	

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	SVRS/CF Development, Delivery and Source Code Delivery				

Comm Code	Manufacturer	Specification	Model #
81111500			

Extended Description:

Centralized Voter Registration and Campaign Finance Reporting Portal System- Development, Delivery and Source Code Delivery

Vendors MUST fill out Cost Sheet included as an attachment and separate from the technical proposal. Labeling each respectively. See Section 6 of the Instructions to Bidders

****ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED****

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2025-03-19

REQUEST FOR PROPOSAL

West Virginia Secretary of State CRFP SOS 2500000001

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- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Attachment A: Cost Sheet/Pricing Page**
- 9. Attachment B: Mandatory Features**

SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Secretary of State (hereinafter referred to as the “Agency”) to provide development, maintenance, and support for a system that integrates a centralized voter registration database and campaign finance reporting portal, as well as maintenance and support.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

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SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

See PDF attachment Instructions to Vendors Submitting Bids

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. PRE-BID 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. 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.

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.

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 non-binding.

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

Submission Deadline: Wednesday March 19, 2025 @ 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 or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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.: CRFP SOS2500000001

BID OPENING DATE: *TECHNICAL* 3/31/2025

BID OPENING TIME: 1:30 P.M.

FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East

Charleston, WV 25305-0130

Fax: 304-558-3970

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 zero 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.

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 or via delivery by mail).

Bid Opening Date and Time: 03/31/25 @ 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 Acknowledgement Form. 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 **shall** 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. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. 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.

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

14. 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.

15. 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. 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.

22. 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.

REQUEST FOR PROPOSAL

West Virginia Secretary of State CRFP SOS 2500000001

SECTION 3: GENERAL TERMS AND CONDITIONS

See attached PDF Terms & Conditions SRVS-CF

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP SOS25*001

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 checked="" 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.

TGS Technology LLC

Company



Authorized Signature

03/26/2025

Date

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

REQUEST FOR PROPOSAL

West Virginia Secretary of State CRFP SOS 2500000001

SECTION 4: PROJECT SPECIFICATIONS

- 4.1. Background and Current Operating Environment:** Currently Agency has a license for two separate systems: (1) centralized voter registration system, and (2) campaign finance reporting system. Agency seeks to consolidate the functionalities of a centralized voter registration system and campaign finance system into a bundled contract, which systems are integrated, as well as maintenance and support for the statutory maximum five (5) years (broken down as one (1) year, with four (4) years of optional renewals per state law).
- 4.2. Project Goals and Mandatory Requirements:** Agency seeks to procure development of a centralized voter registration system and campaign finance reporting system, which are integrated, that will be considered in-house systems for long-term stability and consistency in election systems in use in West Virginia. For the same reason, agency desires to be the owner of the source code of the integrated systems for flexibility and longevity, and to benefit the State from its development of these systems by receiving credits against maintenance and support from the development vendor for any future sales of the system developed, whether derived in whole or in part from the Agency's system.

Vendor proposals will be evaluated as provided herein, which include, in part, the project timeline and capacity to deliver a fully developed product and replace existing systems by no later than July 1, 2025, or at least prior to the start of the next election cycle by December 31, 2025.

The system shall provide all statutorily required functions for a centralized voter registration system and campaign finance reporting system, which vendors can find in Chapter 3 of the West Virginia Code.

Vendors should describe their approach and methodology to providing the service or solving the problem described by the goals/objectives identified below by the timeframe required. Vendor responses should include any information about how the proposed approach is superior or inferior to other possible approaches if different than the proposal by Agency, and justify such succinctly.

4.2.1. Goals and Objectives – The project goals and objectives are listed below. Bid responses must provide a narrative that addresses each element in each sub-paragraph listed below.

4.2.1.1. Develop a new centralized voter registration system and campaign finance system to Agency specifications as provided herein, consistent with industry standards or better, in compliance with state and federal law, and in satisfaction of nationally recognized security recommendations, which systems shall be integrated to accomplish the functions of a cohesive centralized voter registration system and campaign finance reporting portal.

4.2.1.2. Agency to exclusively own all rights in and to the systems, which rights shall be licensed to Vendor for use or sale outside of West Virginia.

4.2.1.3. Agency to receive credits upon future sale(s) of the system or new versions of the system that are developed by Vendor in whole or part with the Agency's system source

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code and later sold, which credits shall be applied to future development, maintenance, and support at Agency's discretion. Proposal shall set forth events that result in Agency earning credits, as well as the value of each credit. Format for this portion of the proposal may be in table form or a clearly written narrative.

4.2.1.4. Vendor to provide maintenance and support of the centralized voter registration system and campaign finance reporting portal, which maintenance and support services include direct communication contact with vendor's agent(s) assigned to Agency's systems, and whose agent(s) shall be specifically designated to the Agency's system. Bid submissions shall include pricing in the appropriate form for the state-maximum five (5) year term (one (1) year minimum, with four (4) optional renewals per state law) for a maintenance and support contract, with each year being priced separately in line-item fashion.

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in the evaluation score where appropriate. The mandatory project requirements are listed below.

4.2.2.1. Delivery date of fully developed centralized voter registration system and campaign finance reporting portal shall be by December 31, 2025: *Provided*, that an earlier delivery date shall receive greater points, with the earliest delivery date of July 1, 2025, being the earliest delivery date to receive maximum points allotted for this subsection.

4.2.2.2. By date of full deployment, systems should satisfy all required base specifications as provided in **Attachment B**, which is an exhaustive list of mandatory features. Additional features that are relevant for Agency consideration may be added to the **Attachment B** document after all listed features, but are not required; *failure to provide additional features will not result in a points reduction for this item*. However, if on the date of deployment (*i.e.* partial or early deployment), if any features will not be available on that date, such shall be noted in **Attachment B** and indicate the estimated delivery date of the specific feature. Be advised that points will be deducted for delivery of mandatory features after the delivery date, even if the later-delivered mandatory feature(s) are prior to the latest acceptable delivery date of December 31, 2025.

4.2.2.3. Proposals shall provide a timeline of full deployment that considers and includes sufficient time for all data conversion and all testing.

4.2.2.4. Agency shall be the sole owner of all data.

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff

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certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in narrative form how it meets the desirable qualification and experience requirements listed below.

4.3.1.1. Developing and maintaining voter registration systems and/or campaign finance systems in other jurisdictions. The narrative may include any relevant qualifications and experience including past and current projects, contracts, or professional experience.

4.3.1.2. Cooperating and working with other election system vendors for data import and export purposes, such as importing data files from campaign finance third-party filers or election definition files from voting system vendors, or exporting data files to election night reporting vendors.

4.3.1.3. Cyber security and relevant industry standards, both (1) at the development stage for systems and (2) for ongoing maintenance and support. The narrative may include any relevant qualifications and experience of the vendor, its agent(s) assigned to the Agency, certifications, and system certifications that have been attained or received.

4.3.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1. Vendor or its agents assigned to this project have experience in developing and maintaining a voter registration system and/or campaign finance reporting system. The narrative may include any relevant qualifications and experience of the vendor, its agent(s) assigned to the Agency, and past projects or current contracts.

SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

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5.3. Proposal Format: Vendors should provide responses in the format listed below:

- 5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening, which shall include the cost of maintenance and support for the state-maximum five (5) years, broken down by line-item, with a one (1) year contract and four (4) years of optional renewals as provided by state law.
- 5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
- 5.3.3. Table of Contents:** Clearly identify the material by section and page number.
- 5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division prior to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (30) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (30) Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (5) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (5) Points Possible

Total Technical Score: **70 Points Possible**

Total Cost Score: **30 Points Possible**

Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

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6.5. Proposal Disqualification:

6.5.1. Minimum Acceptable Score ("MAS"): Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. Failure to Meet Mandatory Requirement: Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. Cost Bid Opening: The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. Cost Evaluation: The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times 30 \text{ Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 \text{ (100\%)}$
Step 2 – $1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1 – $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 \text{ (90.9091\%)}$

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Step 2 – $0.909091 \times 30 =$ Total Cost Score of 27.27273

- 6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

TGS Technology LLC

(Company)

Keval Patel, CEO

(Representative Name, Title)

757-537-0781

(Contact Phone/Fax Number)

03/26/2025

(Date)

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 Five (5) Years. 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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.

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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: \$1,000,000.00 per occurrence.

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

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

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

☒ **Cyber Liability Insurance** in an amount of: \$5,000,000.00 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.

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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.

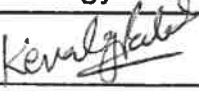
46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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) Keval Patel, CEO
(Address) 7301 Carmel Executive Park Dr., STE 101, Charlotte NC 28226
(Phone Number) / (Fax Number) 757-537-0781
(email address) kpatel@tgstechnology.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.

TGS Technology LLC
(Company) 
(Signature of Authorized Representative) Keval Patel, CEO 03/26/2025
(Printed Name and Title of Authorized Representative) (Date)
757-537-0781
(Phone Number) (Fax Number)
kpatel@tgstechnology.com
(Email Address)