



Mahantech Corporation
405 Capitol St., Ste. 101
Charleston, WV 25301
Phone: (304)720-2246
Fax: (304)720-2247
www.mahantech.com

October 31, 2024

RECEIVED

2024 OCT 31 AM 10:51

WV PURCHASING
DIVISION

Bid Clerk
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305 US
Buyer: Crystal G Hustead

**Re: Request for Proposal (Technical Temporary Staffing Services
(Solicitation No: CRFQ 0511 MIS2500000001))**

Dear Bid Clerk,

We appreciate the opportunity to propose our company as a potential resource to meet the requirements of the above-mentioned RFP for the State of West Virginia. Our proposal is built upon a proven history of success and we are sure that we can create a worthwhile business partnership with your agency.

In response to the solicitation number: **CRFQ 0511 MIS2500000001**, we have enclosed the following documents as required:

- 1) Cover Letter
- 2) CRFQ MIS2500000001_Complete Solicitation Documents
- 3) Final_CRFQ_0511_MIS2500000001_1_WV_CRFQ_FORM
- 4) Final_CRFQ_0511_MIS2500000001_2_WV_CRFQ_FORM
- 5) PLEASE READ-INSTRUCTIONS TO VENDORS (5)
- 6) Addendum 1
- 7) Purchasing Affidavit
- 8) Certificate of Insurance
- 9) Vendor Preference Certificate

Mahantech Corporation provides Information Technology-related services to both government entities and private corporations. With experience covering more than 20 years, our management and staff understand the unique challenges faced by state government. We are experts in providing insight across multiple facets of IT and business collaboration. Mahantech Corporation is committed to working with its clients in the most efficient and cost-effective manner. Since 1998, Mahantech Corp. has been providing Information Technology staff augmentation services to multiple clients across the USA.

We look forward to the opportunity of working with you.

Sincerely,



Channa M Arjuna
President



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1475603

Doc Description: TECHNICAL TEMPORARY STAFFING SERVICES

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-02	2024-10-31 13:30	CRFQ 0511 MIS2500000001	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 : Mahantech Corp

Address :

Street : 405 Capitol St, Ste 101

City : Charleston

State : WV

Country : USA

Zip : 25301

Principal Contact : Channa M Arjuna

Vendor Contact Phone: 304-720-2246

Extension: 1001

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN# 34-1855567

DATE 10/31/2024

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED ADMINISTRATION, OFFICE OF MANAGEMENT INFORMATION SERVICES, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR TECHNICAL TEMPORARY STAFFING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Web Application Analyst	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Senior Web Application Analyst Optional renewal year 1	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Web Application Analyst Optional renewal year 2	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Senior Web Application Analyst Optional renewal year 3	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application Oracle Database Administrator	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Senior Application DB2 Database Administrator	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	SQL Server Database Administrator	2080.00000	HOURL	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	SQL Server Database Administrator Opt Ren Yr 1	2080.00000	HOURL	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	SQL Server Database Administrator Opt Ren Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SQL Server Database Administrator Opt Ren Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Help Desk Analyst	2080.00000	HOURL	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Help Desk Analyst Optional Renewal Year 1	2080.00000	HOURL	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Help Desk Analyst Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Help Desk Analyst Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Business Analyst	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Business Analyst Optional Renewal Year 1	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Business Analyst Optional Renewal Year 2	2080.00000	hour	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608		/	

Extended Description:
Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Business Analyst Optional Renewal Year 3	2080.00000	hour	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Information Systems Assistant	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Information Systems Assistant Optional Renewal Year 1	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Information Systems Assistant Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Information Systems Assistant Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Programmer Analyst	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Programmer Analyst Optional Renewal Year 1	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Programmer Analyst Optional Renewal Year 2	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Programmer Analyst Optional Renewal Year 3	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Senior Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Mainframe Application Analyst Renewal Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Mainframe Application Analyst Renewal Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Mainframe Application Analyst Renewal Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-10-10

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: October 10, 2024 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

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

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

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

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

Revised 8/24/2023

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME:

BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ MIS2500000001
BID OPENING DATE: October 31, 2024
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: October 31, 2024 at 1:30 PM ET

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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: _____ 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a 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) Channa M Arjuna , President

(Address) 405 Capitol St, Ste 101, Charleston, WV 25301

(Phone Number) / (Fax Number) (304) 720-2246 / (304) 720-2247

(email address) carjuna@mahantech.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.

Mahantech Corp

(Company)

(Signature of Authorized Representative)

CHANNA M ARJUNA, President 10/31/2024

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

(304) 720-2246 / (304) 720-2247

(Phone Number) (Fax Number)

carjuna@mahantech.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ MIS2500000001

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)

- ☐ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ 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.

Mahantech Corp

Company

Authorized Signature

10/31/2024

Date

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

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Technical Temporary Staffing Services

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Shared Administration, Office of Management Information Services (OMIS), also referred to as Agency or Department hereinafter, to establish multiple open-end contracts for technical temporary staffing services. This contract shall cover for the following position classifications:

1. Senior Web Application Analyst
2. Senior Application Oracle Database Administrator
3. Senior Application DB2 Database Administrator
4. SQL Server Database Administrator
5. Help Desk Analyst
6. Business Analyst
7. Information Systems Assistant
8. Programmer Analyst
9. Senior Mainframe Application Analyst
10. Mainframe Application Analyst

The position classifications listed above are to provide for the technical expertise to meet the contracted staffing needs for all entities within the West Virginia Office of Shared Administration, West Virginia Department of Health, West Virginia Department of Health Facilities, West Virginia Department of Human Services, and Office of Management Information Services (OMIS) for support of our IT efforts. This includes support for all Agencies that might have the need for these specific services. These services would be used to develop modifications and enhancements to the computer systems for the end-user State agency, as well as mentor, provide technical training and support and provide “shadowing” opportunities for State analysts, among other tasks as defined by the end-user State agency on its Delivery Order for the services.

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

BACKGROUND & CURRENT OPERATING ENVIRONMENT: The end-user Agencies manage many systems (some specifically designed for the Agencies) that support various applications for the State of West Virginia. These systems have varying platforms; mainframe Natural and DB2, client server PowerBuilder and Oracle, and web applications, Java, and Visual Studio/MVC, among others. At times, many Agencies require additional

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technical expertise and support to accomplish specific project goals for these systems.

This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1- "Federal Funds Addendum"

The WVDHHR has developed an EEOP Utilization Report, and it is available at:
<http://www.wvdhhr.org/pdfs/h1.5%20utilization%20report%20and%20eeo%20policy.pdf>.

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

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

2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

2.4 "COGNOS" means IBM's COGNOS software.

2.5 "CRM" means Microsoft's Dynamics CRM software.

2.6 "DB2" means IBM's DB2 database software.

2.7 ".NET" means Microsoft's .NET or .NET Framework software.

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

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

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

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

4. MANDATORY REQUIREMENTS:

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

4.1.1 Senior Web Application Analyst:

4.1.1.1 Senior Web Application Analyst must have a minimum of five (5) years of .Net development experience with dynamic database driven enterprise level web applications.

4.1.1.2 Senior Web Application Analyst must have a minimum of five (5) years of experience in web development using ASP.Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.

4.1.1.3 Senior Web Application Analyst must have a minimum of five (5) years of Relational Database experience.

4.1.1.4 Senior Web Application Analyst must have a minimum of five (5)

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years Data Design/Data Modeling experience.

4.1.1.5 Senior Web Application Analyst must have a minimum of five (5) years of Analysis and Design experience.

4.1.1.6 Senior Web Application Analyst must have a minimum of three (3) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.

4.1.1.7 Senior Web Application Analyst must have a minimum of two (2) years of experience using a client side MVVM architectural model for building web applications.

4.1.1.8 Senior Web Application Analyst must have a minimum of two (2) years of experience with designing and developing applications using SOAP/ REST Web Services.

4.1.1.9 Senior Web Application Analyst must have a minimum of two (2) years of experience with Microsoft SharePoint Services/Server and Team Foundation Server (TFS) for team collaboration.

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

4.1.2 Senior Application Oracle Database Administrator:

4.1.2.1 Senior Application Oracle Database Administrator must be an Oracle Database Administrator Certified Professional.

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

4.1.2.3 Senior Application Oracle Database Administrator must have a minimum of a bachelor's degree in computer science or a related field from an accredited institution or a minimum of six (6) years of equivalent work experience.

4.1.2.4 Senior Application Oracle Database Administrator must have a

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minimum of five (5) years of experience in providing connectivity to an Oracle database.

- 4.1.2.5** Senior Application Oracle Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions, and packages (PL/SQL Code).
- 4.1.2.6** Senior Application Oracle Database Administrator must have a minimum of five (5) years in optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.
- 4.1.2.7** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.
- 4.1.2.8** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.2.9** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.
- 4.1.2.10** Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience with the utilization and administration of Oracle Warehouse Builder.
- 4.1.2.11** Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.

4.1.3 Senior Application DB2 Database Administrator:

- 4.1.3.1** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of DB2 database systems.
- 4.1.3.2** Senior Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related

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field from an accredited institution or a minimum of five (5) years of equivalent work experience.

- 4.1.3.3** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions to a DB2 database.
- 4.1.3.4** Senior Application DB2 Database Administrator must have a minimum of five (5) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.3.5** Senior Application DB2 Database Administrator must have a minimum of five (5) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.3.6** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.3.7** Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.
- 4.1.3.8** Senior Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.4 SQL Server Database Administrator:

- 4.1.4.1** SQL Server Database Administrator must have a minimum of three (3) years of experience with the operation, maintenance, and implementation of Microsoft SQL Server database (SQL Server 2008 and higher). This experience must include the candidate being proficient in T-SQL and package creation (stored procedures) and utilization.
- 4.1.4.2** SQL Server Database Administrator must have a minimum of three (3) years of experience with the creation of databases and database primary objects in SQL Server.

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- 4.1.4.3** SQL Server Database Administrator must have a minimum of three (3) years of experience in backup and recovery of SQL Server databases.
- 4.1.4.4** SQL Server Database Administrator must have a minimum of two (2) years of experience migrating prior versions of SQL Server to SQL Server 2012 on Windows servers. This must include the conversion of DTS packages to SSIS.
- 4.1.4.5** SQL Server Database Administrator must have a minimum of two (2) years of experience installing, implementing, and monitoring SSIS and SSAS for SQL Server 2008.
- 4.1.4.6** SQL Server Database Administrator must have a minimum of two (2) years of experience in command line Data Definition Language (DDL) operations and scripting.

4.1.5 Help Desk Analyst:

- 4.1.5.1** Help Desk Analyst must have a minimum of three (3) years of experience in providing technical assistance to computer system users on a variety of issues. Must identify, research, and resolve technical problems. Must respond to telephone calls, email, and personnel requests for technical support. Must document, track, and monitor the problem to ensure a timely resolution. Must answer questions to resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.
- 4.1.5.2** Help Desk Analyst must have a minimum of one (1) year of experience in the field of a support office or in a related area.
- 4.1.5.3** Help Desk Analyst must have knowledge of commonly used Help Desk concepts, practices, and procedures within an Information Technology field. Relies on instructions and pre-established guidelines to perform the functions of the job.
- 4.1.5.4** Help Desk Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders

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including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.6 Business Analyst:

- 4.1.6.1** Business Analyst must have a minimum of a Bachelor's degree from an accredited college or university in computer science or related field and a minimum of one (1) year of experience in the field or in a related area, or a minimum of an Associate's degree from an accredited college, university, or business school in computer science or related field and a minimum of three (3) years of full-time computer programming experience, or a minimum of five (5) years of experience in the field or in a related area.
- 4.1.6.2** Business Analyst must have a minimum of three (3) years of experience with standard concepts, practices, and procedures within application development. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- 4.1.6.3** Business Analyst must have a minimum of three (3) years of experience with facilitating meetings or Joint Application Development (JAD) sessions in eliciting business requirements, operational constraints, and assumptions.
- 4.1.6.4** Business Analyst must have a minimum of three (3) years of experience in Systems Development Life Cycle (SDLC).
- 4.1.6.5** Business Analyst must have a minimum of three (3) years of experience in the review, analysis, and evaluation of business systems and user needs. Must formulate systems to parallel overall business strategies. Must prepare solution options and risk identification. Must create documents that contain detailed descriptions of user needs, program functions, and steps required to develop or modify computer programs. Must play an active role in acceptance testing, document results, reports issues and retests, as necessary. Must adhere to project standards.
- 4.1.6.6** Business Analyst must have a minimum of three (3) years of experience in preparing and documenting Functional and Technical

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Specifications for reporting and data warehouse work. Must assist with business warehouse/intelligence support and enhancements. Must assist in deployment and management of end-user reporting tools and platforms. Must work with IT and business project teams to understand reporting and data warehousing requirements and propose solutions. Must provide reporting knowledge transfer training to other team members.

4.1.6.7 Business Analyst must have a minimum of three (3) years of experience with relational database concepts, and client-server concepts. Works under general supervision; typically reports to a project leader or manager.

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

4.1.7 Information Systems Assistant:

4.1.7.1 Information Systems Assistant must have a minimum of one (1) year of experience in data processing, word processing, computer operations, system monitoring, data job coordination or advanced level office work which involved operation a computer equipment.

4.1.7.2 Information Systems Assistant must have a minimum of one (1) year of experience maintaining hardware and software.

4.1.7.3 Information Systems Assistant must have a minimum of one (1) year of experience in backup and recovery procedures.

4.1.7.4 Information Systems Assistant must have a minimum of one (1) year of experience maintaining and preparing comprehensive and accurate reports such as inventory, electronic calendars, and database files.

4.1.7.5 Information Systems Assistant must have a minimum of one (1) year of experience purchasing computer hardware components.

4.1.7.6 Information Systems Assistant should have excellent communications skills (both verbal and written) to communicate

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with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.8 Programmer Analyst:

- 4.1.8.1** Programmer Analyst must have a minimum of a Bachelor's degree from an accredited college or university in computer science or related field including but not limited to business data programming, business systems analysis, computer servicing technologies, information systems management, data processing or computer engineering, **OR** a minimum of an associate's degree and eighteen (18) months of equivalent work experience **OR** a minimum of three (3) years equivalent work experience.
- 4.1.8.2** Programmer Analyst must have a minimum of three (3) years of experience with database management, documentation project control techniques, data processing concepts and equipment usage.
- 4.1.8.3** Programmer Analyst must have a minimum of three (3) years of experience developing and maintaining complex systems and evaluate and analyze system requests to develop work plans for systems development and maintenance.
- 4.1.8.4** Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.9 Senior Mainframe Application Analyst:

- 4.1.9.1** Senior Mainframe Application Analyst must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience required.
- 4.1.9.2** Senior Mainframe Application Analyst must have a minimum of five (5) years of Mainframe Application development experience using COBOL, CICS, and JCL.

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- 4.1.9.3** Senior Mainframe Application Analyst must have a minimum of five (5) years of Relational Database experience.
- 4.1.9.4** Senior Mainframe Application Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.9.5** Senior Mainframe Application Analyst must have a minimum of three (3) years of experience as a lead analyst or in a senior analyst role.
- 4.1.9.6** Senior Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.1.10 Mainframe Application Analyst:

- 4.1.10.1** Mainframe Application Analyst must have a minimum of three (3) years of Mainframe Application development experience using COBOL, CICS and JCL.
- 4.1.10.2** Mainframe Application Analyst must have a minimum of three (3) years of Relational Database experience.
- 4.1.10.3** Mainframe Application Analyst must have a minimum of three (3) years of Analysis and Design experience.
- 4.1.10.4** Mainframe Application Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.2 VENDOR RESPONSIBILITIES

- 4.2.1** Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates for, as requested by Agency. When

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presenting candidates for review by the Agency, Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.

- 4.2.2** Successful vendors must provide staffing as requested by the Agency. Assignments also may be for a specified period and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from the Agency, or consistently being unresponsive to Agency's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3** Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe benefits for the candidate must be included in the successful vendor's hourly rates. Overtime pay may not be billed at a higher rate to the agency. All hours worked beyond the standard workweek will be billed at the contracted pay rate. All travel expenses must be included in the vendor's hourly rates and may not be billed separately.
- 4.2.4** Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered (ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.
- 4.2.5** Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6** Successful vendor is prohibited from providing as a candidate any employee who was previously dismissed for disciplinary or performance reasons by any State Agency, Facility, or Office, whether as a full-time employee or as contract temporary staff.
- 4.2.7** Successful vendor having the first priority contract for any classification required by the Agency will be contacted first and will have 48 hours (2

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

If vendor is able to supply candidate(s), the Agency prefers the vendor send qualified candidate names within five calendar days of the Agency's request, however, the Vendor must submit a qualified candidate list within ten (10) business days of the date of the Agency's initial request.

Vendors must provide all documentation for every candidate who indicates they meet the requirements for the classification, including a qualifications document (template supplied by the agency) and resumes. Vendors may send multiple resumes so the agency may choose the most appropriate candidate.

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

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

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

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this notification to provide the qualifications for a replacement. However, the agency prefers the vendor provide a replacement candidate list within five business days of the notice. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.

- 4.2.8** The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.
- 4.2.9** If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to the Agency a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. However, the agency prefers the vendor to provide a replacement candidate list within five business days of the notice. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that the agency may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If the Agency needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).

The agency will either issue a new delivery or may issue a change order to the original delivery order for the replacement candidate. Any hours not worked by the original candidate will be reduced on the delivery order.

- 4.2.10** Successful Vendors and candidates must comply with all Agency policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by the Agency.

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4.3 DUTIES AND RESPONSIBILITIES OF THE AGENCY

4.3.1 Ordering Procedure: Agency will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. Agency may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; the Agency has full discretion on how they wish to organize and issue notifications to the Vendor with current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of the Agency (ie, the Agency should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, the Agency requires two Technical Writers for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification.

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

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

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

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- 4.3.2** Successful Vendor(s)' candidate shall work under Agency supervision. The Agency shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at the Agency.
- 4.3.3** Agency reserves the right to terminate the candidate selected for a position providing services to the Agency without cause if it is determined to be in the best interest and well-being of the Agency. Termination would occur by cancellation of the remainder of the Delivery Order and does not require prior notification to the Vendor.
- 4.3.4** Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:
- IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>
- IRS – <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Independent-Contractor-Self-Employed-or-Employee>
- DOL – <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

Prior to utilizing the services available under this contract, each agency must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker relating to performance of the job and the degree to which the temporary worker is integrated into the State's system. The Purchasing Division recommends that each agency review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

- 4.3.5** It is the sole responsibility of the Agency to ensure that they are notifying the appropriately prioritized vendor for each classification; the Vendor is not responsible for determining if the Agency has acquired the necessary waiver

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from, or documented the non-responsiveness of, any other vendor in order for them to be appropriately contacting the current Vendor.

4.4 Hiring of Temporary Employees/Credit Application

- 4.4.1** There shall be no fee incurred by the State of West Virginia if the Department decides to hire a temporary employee in a permanent position.
- 4.4.2** Vendor shall not require a credit application to be completed by the Department.
- 4.4.3** Vendor shall not request nor require any additional forms, policy statements, etc. to be signed by the Department.
- 4.4.4** No additional terms and conditions shall be requested or required by Vendor to Department for any positions filled through this contract.
- 4.4.5** Any remaining hours not worked by the candidate will be reduced and the delivery order liquidated and closed.

4.5 HIPAA

- 4.5.1** The HIPAA requirements are attached. This must be signed by the Vendor and returned prior to issuance of any contract.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The contract is intended to provide Agencies with a purchase price on all Contract Items. The contract will be a progressive award with multiple vendors. Awards will be based on the lowest price per classification provided on the pricing page in wvOASIS. Request for service will be placed by email to the lowest bidder. If the lowest bidder cannot provide the services requested at the requested time, within the requested timeframe, the second lowest bidder will be contacted and so forth. We will allow for forty-eight (48) hours from the time the email has been sent for the vendor to determine if they will be able to meet our needs and send confirmation back by email. If confirmation has not been received by forty-eight (48), we will move to the next lowest bidder and send a request via email, and the second lowest bidder will have forty-eight (48) hours to send an email confirmation and so forth.

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5.2 Pricing Page: Vendor should complete the Pricing Pages (Exhibit A) by providing an hourly rate for each classification and renewal year as listed. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate. Vendor may choose to bid all classifications or singular classifications. The hours listed on the pricing pages are an estimate and will only be used to evaluate bids. Vendor should complete the Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendors should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

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

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9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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

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

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

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11. MISCELLANEOUS:

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

Contract Manager: Channa M Arjuna
Telephone Number: (304) 720-2246
Fax Number: (304) 720-2247
Email Address: carjuna@mahantech.com

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:
(2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**2. DOMESTIC PREFERENCES:
(2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia

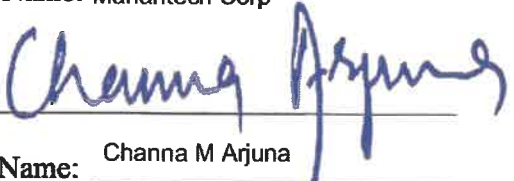
By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name: Mahantech Corp

By:  _____

Printed Name: Channa M Arjuna

Title: President

Date: 10/31/2024

**EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.

Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317);

Prevailing Wage Determination

- ☐ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in *Designated Record Sets* available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a *Designated Record Set*, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Signature: _____

Title: _____

Date: _____

Name of Associate: Mahantech Corp

Signature: Channing Aspin

Title: President

Date: 10/31/2024

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Nov 20 13
BY Patrick Morrissey
Attorney General

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Mahantech Corp

Name of Agency: WV Departments of Health, Health Facilities, and Human Services- Office of Shared Administration

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

These temporary employees will work on PATH related programs, such as RAPIDS, and at times may have access to names, addresses, dates of birth, email address, or SSN.



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1475603			Reason for Modification:
Doc Description: TECHNICAL TEMPORARY STAFFING SERVICES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-02	2024-10-31 13:30	CRFQ 0511 MIS2500000001	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 : Mahantech Corp

Address :

Street : 405 Capitol St, Ste 101

City : Charleston

State : WV

Country : USA

Zip : 25301

Principal Contact : Channa M Arjuna

Vendor Contact Phone: 304-720-2246

Extension: 1001

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN# 34-1855567

DATE 10/31/2024

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED ADMINISTRATION, OFFICE OF MANAGEMENT INFORMATION SERVICES, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR TECHNICAL TEMPORARY STAFFING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Web Application Analyst	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Senior Web Application Analyst Optional renewal year 1	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Web Application Analyst Optional renewal year 2	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Senior Web Application Analyst Optional renewal year 3	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application Oracle Database Administrator	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Senior Application DB2 Database Administrator	2080.00000	HOURL	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.00000	HOURL	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	SQL Server Database Administrator	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	SQL Server Database Administrator Opt Ren Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	SQL Server Database Administrator Opt Ren Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SQL Server Database Administrator Opt Ren Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Help Desk Analyst	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Help Desk Analyst Optional Renewal Year 1	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Help Desk Analyst Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Help Desk Analyst Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Business Analyst	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Business Analyst Optional Renewal Year 1	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Business Analyst Optional Renewal Year 2	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Business Analyst Optional Renewal Year 3	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Information Systems Assistant	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Information Systems Assistant Optional Renewal Year 1	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Information Systems Assistant Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Information Systems Assistant Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Programmer Analyst	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Programmer Analyst Optional Renewal Year 1	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Programmer Analyst Optional Renewal Year 2	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Programmer Analyst Optional Renewal Year 3	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Senior Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposes only.

3

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Mainframe Application Analyst Renewal Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Mainframe Application Analyst Renewal Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Mainframe Application Analyst Renewal Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-10-10

	Document Phase	Document Description	Page 22
MIS2500000001	Final	TECHNICAL TEMPORARY STAFFING SERVICES	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1475603

Doc Description: TECHNICAL TEMPORARY STAFFING SERVICES

Reason for Modification:
ADDENDUM 1
TO PROVIDE ANSWERS TO
VENDOR QUESTIONS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-16	2024-10-31 13:30	CRFQ 0511 MIS2500000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Mahantech Corp

Address :

Street : 405 Capitol St, Ste 101

City : Charleston

State : WV

Country : USA

Zip : 25301

Principal Contact : Channa M Arjuna

Vendor Contact Phone: 304-720-2246

Extension: 1001

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor
Signature X

FEIN# 34-1855567

10/31/2024

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED ADMINISTRATION, OFFICE OF MANAGEMENT INFORMATION SERVICES, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR TECHNICAL TEMPORARY STAFFING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
ONE DAVIS SQUARE, RM 211
CHARLESTON WV
US

SHIP TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
321 CAPITOL ST, STE 200
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Web Application Analyst	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code**Manufacturer****Specification****Model #**

80111608

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

INVOICE TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
ONE DAVIS SQUARE, RM 211
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US

SHIP TO

HEALTH AND HUMAN
RESOURCES
MANAGEMENT
INFORMATION SERVICE
321 CAPITOL ST, STE 200
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Senior Web Application Analyst Optional renewal year 1	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code**Manufacturer****Specification****Model #**

80111608

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Web Application Analyst Optional renewal year 2	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purpos

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Senior Web Application Analyst Optional renewal year 3	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purpos

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application Oracle Database Administrator	2080.00000	HOURL	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purpos

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.00000	HOURL	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Senior Application DB2 Database Administrator	2080.00000	hour	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.00000	hour	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding pur

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding pur

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding pur

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	SQL Server Database Administrator	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	SQL Server Database Administrator Opt Ren Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	SQL Server Database Administrator Opt Ren Yr 2	2080.00000	HOURL	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SQL Server Database Administrator Opt Ren Yr 3	2080.00000	HOURL	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Help Desk Analyst	2080.00000	HOURL	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Help Desk Analyst Optional Renewal Year 1	2080.00000	HOURL	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Help Desk Analyst Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Help Desk Analyst Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Business Analyst	2080.00000	hour	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Business Analyst Optional Renewal Year 1	2080.00000	hour	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Business Analyst Optional Renewal Year 2	2080.00000	HOURL	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Business Analyst Optional Renewal Year 3	2080.00000	HOURL	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Information Systems Assistant	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Information Systems Assistant Optional Renewal Year 1	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purpose

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Information Systems Assistant Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purpose

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Information Systems Assistant Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purpose

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Programmer Analyst	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Programmer Analyst Optional Renewal Year 1	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Programmer Analyst Optional Renewal Year 2	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Programmer Analyst Optional Renewal Year 3	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Senior Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposos

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.00000	HOURL	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purpos

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.00000	HOURL	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
 Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purpos

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Mainframe Application Analyst Renewal Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Mainframe Application Analyst Renewal Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Mainframe Application Analyst Renewal Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.

SCHEDULE OF EVENTS		
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Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2024-10-10

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: October 10, 2024 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

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

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

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

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

Revised 8/24/2023

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ MIS2500000001

BID OPENING DATE: October 31, 2024

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

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

Bid Opening Date and Time: October 31, 2024 at 1:30 PM ET

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1475603			Reason for Modification: ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS
Doc Description: TECHNICAL TEMPORARY STAFFING SERVICES			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-16	2024-10-31 13:30	CRFQ 0511 MIS2500000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Mahantech Corp

Address :

Street : 405 Capitol St, Ste 101

City : Charleston

State : WV **Country :** USA **Zip :** 25301

Principal Contact : Channa M Arjuna

Vendor Contact Phone: 304-720-2246 **Extension:** 1001

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

Vendor Signature X  **FEIN#** 34-1855567 **DATE** 10/31/2024

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH, OFFICE OF SHARED ADMINISTRATION, OFFICE OF MANAGEMENT INFORMATION SERVICES, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR TECHNICAL TEMPORARY STAFFING SERVICES PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Web Application Analyst	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Senior Web Application Analyst Optional renewal year 1	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Web Application Analyst Optional renewal year 2	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Senior Web Application Analyst Optional renewal year 3	2080.00000	HOUR	\$55.00	\$114,400.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application Oracle Database Administrator	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Senior Application DB2 Database Administrator	2080.00000	HOUR	\$60.00	\$124,800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.00000	HOUR	\$56.00	\$116,480.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	SQL Server Database Administrator	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	SQL Server Database Administrator Opt Ren Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:
SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	SQL Server Database Administrator Opt Ren Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SQL Server Database Administrator Opt Ren Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Help Desk Analyst	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Help Desk Analyst Optional Renewal Year 1	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Help Desk Analyst Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Help Desk Analyst Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Business Analyst	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Business Analyst Optional Renewal Year 1	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Business Analyst Optional Renewal Year 2	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Business Analyst Optional Renewal Year 3	2080.00000	HOUR	\$42.00	\$87,360.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Information Systems Assistant	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Information Systems Assistant Optional Renewal Year 1	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Information Systems Assistant Optional Renewal Year 2	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Information Systems Assistant Optional Renewal Year 3	2080.00000	HOUR	\$26.00	\$54,080.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Programmer Analyst	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Programmer Analyst Optional Renewal Year 1	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Programmer Analyst Optional Renewal Year 2	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Programmer Analyst Optional Renewal Year 3	2080.00000	HOUR	\$45.00	\$96,300.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Senior Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Mainframe Application Analyst	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Mainframe Application Analyst Renewal Yr 1	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Mainframe Application Analyst Renewal Yr 2	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

INVOICE TO			SHIP TO		
HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV US			HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE 321 CAPITOL ST, STE 200 CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Mainframe Application Analyst Renewal Yr 3	2080.00000	HOUR	\$50.00	\$104,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description:

Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2024-10-10

SOLICITATION NUMBER: CRFQ MIS2500000001

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To modify Section 5 Contract Award

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

Vendor Questions and Agency Responses

1. Is it a vacant position or do you have an incumbent? In case there is an incumbent, do you intend to renew their services?

Answer: This is not a solicitation for a current vacancy or to replace an incumbent. The intent of this solicitation is to enter into an ongoing contract for a vendor or vendors to supply temporary employees when necessary and at the agency's request.

2. Will this position be required to start onsite from day one and be 100% onsite, or will any remote work be allowed? If this role is hybrid, how many times a week do you expect the candidate to travel for on-site visits? Are they going to be one-day visits or multiple day visits? Would you consider someone working remotely?

Answer: At this time, these positions are 100% on-site and are generally located in Charleston, WV. The agency reserves the right to allow remote work in the future if the agency deems it to be necessary. The agency has locations throughout the State of WV, but travel should be minimal, if required at all, and would be noted in the original request order.

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

Answer: There are no anticipated dates for interviews. Once the contract is awarded, and when the agency requires staffing, the agency will contact the vendor per the ordering processes contained in the solicitation. Please refer to 4.3.1.

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

Answer: 40 hours per week but occasionally additional hours are required. The agency pays the vendor the contracted rate regardless of the hours worked by the temporary employee.

5. Could you please share some specifics on the project, initiative that you are working on?

Answer: Projects vary and will be specified when we request staffing services. Requirements for each staffing classification are listed in the solicitation.

6. What top skills does the Hiring Manager want to see in the resumes?

Answer: Please see section 3 for Qualifications and section 4 for mandatory requirements.

Vendor Questions and Agency Responses

7. Do you plan to have an in-person or virtual interview if selected?

Answer: Interviews may be virtual or in person and are the sole discretion of the agency.

8. Please also advise, if you will consider H1B visa candidates for these positions?

Answer: The agency will not sponsor candidates.

9. What is the rate for this role?

Answer: Vendors provide flat rates per staffing classification. Vendors providing the lowest rate per classification and who meet the mandatory qualifications will be awarded the contract.

10. Does a vendor have a set rate for this type of resource, or do we submit our best price?

Answer: Vendors are encouraged to provide their best price as the contract will be awarded by lowest price.

11. Is this position working remote or onsite?

Answer: The current requirement is work will be 100% onsite. The agency reserves the right to require remote work if business needs change.

12. In the RFQ documents we have the following information: "If vendor is able to supply candidate(s), the Agency prefers the vendor send qualified candidate names within five calendar days of the Agency's request, however, the Vendor must submit a qualified candidate list within ten (10) business days of the date of the Agency's initial request. Should a vendor not respond within the allowed number of days from the original notice of the Agency need (e.g. 2 days to confirm/waiver of request; 10 business days to provide a list of candidates), the vendor with the second lowest cost contract and other vendors for the classification will be contacted and given the opportunity to provide needed staffing. Evaluation will be completed in order of lowest cost quoted." At the same time we have Solicitation closing date: 10/31 1:30pm. Therefore, please advise, what will be the exact deadline for submitting response to this RFQ - 10/31/24 at 1:30pm, or in 5 calendar days, or in 10 business days?

Answer: The solicitation closes on 10/31/24 at 1:30 p.m. and bids must be submitted by this time. Section 5 of the specifications will be updated for clarity.

The reference made to the 10 business days is part of the vendor requirements in Section 4 for the ordering process after the contract is awarded.

13. How many vendors will be awarded?

Answer: A maximum of five (5) vendors per classification will be awarded based upon the lowest cost per classification.

14. Who are the current providers? If any, please provide us with the response documents that they have submitted previously for the same.

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

15. Do we need our local office/WV Business Registration to bid on this Quote? If yes, please help us with the link/website from where we can register and pay \$125 as mentioned in the RFQ document or are you taking about VSS portal registration as mentioned below?

Answer: Vendors are not required to be registered or pay the registration fee in order to submit a bid response. However, Vendors must be registered appropriately before receiving a contract award. Please see section 32 Licensing of the General Terms and Conditions for all registration requirements.

The link to pay vendors registration (VSS) fee is <https://www.wvoasis.gov/VSS/Default.aspx>
WV One Stop Business Portal link is <https://sites.google.com/wv.gov/wvot-rates/home>

16. Are there any local preferences?

Answer: Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

17. Is online submission allowed for this bid? Or do we need to submit hard copies?

Answer: Refer to Section 6 Bid Submission contained in the Terms and Conditions.

18. I am writing to inquire about the job location for the positions listed on page 43 of the RFP document. Could you kindly provide details regarding the primary work location for these roles?

Answer: The primary work location is in Charleston, West Virginia. If the role is requested for another location, within West Virginia, it will be included in the request for the classification order from the Agency.

19. What types of positions are you looking to offer? Are you open to offering both full-time and contract-based positions?

Answer: All positions are listed in section 1 of the specifications with qualifications for those positions listed in section 3 of the solicitation. All positions are temporary contract-based positions.

20. Which resumes are you referring to? Actual or sample resumes?

Answer: Resumes do not need to be submitted with the bid. The solicitation is intended to create a list of qualified vendors to supply temporary employees on an as needed and ongoing basis.

21. Do we need to submit actual resumes of the proposed candidates along with the bid submission?

Answer: Resumes do not need to be submitted with the bid.

22. Is there any page limit for resumes?

Answer: No. Do not submit candidate resumes with the bid. Resumes are only required when the agency asks for an assignment after the contract is awarded.

23. Is there any page limit for proposal?

Answer: No.

24. Is this a new initiative? If not, would you please let us know the incumbent's details?

Answer: This is a new contract to provide ongoing temporary staffing services when the agency requests a position to be filled.

25. Can you share which roles are onsite and/or remote work?

Answer: All roles are 100% onsite at this time.

26. Is the listed minimum required technical skills considered essential or are they merely preferred qualifications?

Vendor Questions and Agency Responses

Answer: All qualifications listed under in Section 4 (for each classification) are mandatory.

27. Will the agency release an additional task order, or will it be releasing specific requirements within the mentioned Statement of Work (SOW)?

Answer: Refer to Section 4.3 Duties and Responsibilities of the Agency. The agency will provide a classification order request when needed to the vendor.

28. Can a firm be both a prime and a subcontractor simultaneously for this opportunity?

Answer: No.

29. Is the qualification of firm is mandatory or considerable?

Answer: All qualifications listed under section 4 MANDATORY REQUIREMENTS are mandatory. Any reference that states WILL, SHALL, MUST or MANDATORY are mandatory.

30. Can prime & subcontractor fulfil the qualification of firm collaboratively?

Answer: No

31. Is this solicitation considered a bid or an RFP? There are different submission instructions depending on which it is. Bids can be submitted through wvOASIS but RFP's are not permitted to be submitted through wvOASIS as per the submission instructions.

Answer: This is request for quotation. Please follow bidding submission instructions in the solicitation and review the terms and conditions for further instructions.

32. RFQ 4.2.1 - Does Agency require sample resumes for each position or labor classification Vendor quotes?

Answer: Vendors do not need to supply a sample or candidate resumes for this solicitation with the bid. Vendors must bid on an hourly rate per classification and \$0.00 or n/a for any classifications vendor chooses not to bid on.

33. Aside from documents that demonstrate qualifications (RFQ 3.1 & 3.2), which Vendors may choose to include with their submittal, is there any other non-pricing documentation or information Agency requires with Vendor proposal submission?

Answer: No

34. Is this a new contract or renewal of an existing contract?

Answer: This will be a new contract.

Vendor Questions and Agency Responses

35. If there is an existing contract, could you please share the names of the current vendors and their pricing?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

36. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?

Answer: It is not mandatory to bid on all positions. Vendors will be selected by the lowest price per each classification. Vendors should bid \$0.00 or n/a on any classification they choose not to bid on.

37. What is the estimated budget for this contract?

Answer: The State of WV does not disclose budget information.

38. Is it mandatory to subcontract?

Answer: No. The Agency's contract is with the vendor. This contract is for vendors to provide temporary employees as the agency requires them through the terms and rates established in the contract.

39. Could you please provide information on the daily duration of shifts required for the necessary professions? For example, the number of hours per day?

Answer: All positions are 8 hours per day, 5 days a week, Monday through Friday. However, at times and to meet a project deadline, staffing may be required for additional hours or days at the hiring manager's request. The agency does not pay for hours or days temporary employees do not worked nor overtime rates.

40. Is this a newly launched project? If No, kindly provide the incumbent Details.

Answer: This is a new contract and required work depends on the needs of the agency.

41. What is the tentative budget for this project?

Answer: The State of WV does not disclose budget information

42. Are the positions on-site or remote?

Answer: 100% onsite at this time.

43. Can you clarify whether the submission of the resumes for the position should be a Live Resume or a Sample Resume, also clarify how many resumes are required to be attached for every position?

Answer: Candidate resumes do not need to be submitted with the bid. Resumes will be required during the ordering process after the contract is awarded and agency requests a staffing assignment.

44. If the submission of Live Resume is required, please clarify do you need references of the candidates. If so, how many references?

Answer: Candidate resumes do not need to be submitted with the bid. Resumes will be required during the ordering process after the contract is awarded.

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

Please clarify what kind of documentation do you need us to provide.

Vendor Questions and Agency Responses

Answer: Verification that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This may include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidder may include this documentation with their bid.

46. Is there any format for the RFP?

Answer: This solicitation is an RFQ (request for quote). Vendor must follow instructions in the solicitation and terms and conditions to submit their bid.

47. Please share the incumbent vendors and their pricing.

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

48. What is the budget for this bid? OR the estimated annual spending in the past under this contract for similar services?

Answer: The State of WV does not disclose budget information.

49. Is there any challenge fulfilling the needs with the existing contracts for related services or any specific improvements you are looking for?

Answer: This is a new contract term. Once the contract is awarded, the agency follows an ordering process, the agency would prefer vendors to submit candidates in an expeditious manner, preferably within 5 days of receiving the agency's request.

50. How many vendors would be awarded?

Answer: Maximum of 5 vendors per staffing classification.

51. Is there any preference for the local vendor?

Vendor Questions and Agency Responses

Answer: Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

52. What is the exact work location and the working hours?

Answer: Charleston, West Virginia unless otherwise specified. 40 hours per week. Working hours will be provided in the request to the vendor. Typical office hours are 8:00am-4:00pm or 9:00am-5:00pm. Additional hours or days may be requested by the hiring manager as the need would arise during the assignment.

53. What are the overtime terms and orientation process if required for any role?

Answer: No overtime rates apply to this contract. The agency pays the contracted rate for all hours worked. The orientation process will begin once a candidate is selected. The agency will provide onboarding documents to the vendor.

54. Please share the type of background check and drug test required.

Answer: Fingerprint-based State and Federal Background Investigation (WVDPS Form 12-26) Pursuant to West Virginia Code 15-2D-3 (e), service providers, such as vendors or contractors, whose employees are regularly employed on the grounds or in the buildings of the Capitol complex, or who have access to sensitive or critical information, are required to submit to a fingerprint based criminal history investigation completed by both the West Virginia State Police and Federal Bureau of Investigation. Applicants are required to complete the required background checks and forward the same to the Division of Protective Services before fingerprints are submitted at IdentoGo (Idemia).

Preemployment drug testing is not required at this time, however, the Agency reserves the right to have the vendor provide drug testing if probable cause exists. This cost will be at the Vendor's expense and the Agency reserves the right to have any temporary employee removed from an assignment at any time.

55. Will there be a kick-off meeting once the contract is awarded?

Answer: There will not be a formal kick-off meeting. The agency is not opposed to speaking with the vendor to go through the ordering process if needed.

Vendor Questions and Agency Responses

- 56.** How many resources/candidates are currently active at this time under incumbent contracts?
Please provide the breakdown of numbers under each incumbent vendor.

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

- 57.** What is the spending to date against each of the incumbent vendors?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

- 58.** Will active candidates under the incumbent vendors be transitioned to the new vendors if the same incumbent vendors are not awarded the contract this time?

Answer: As this is a new contract, no current temporary employees will be transitioned to the new vendor(s).

- 59.** When providing rates, are we to add the rates directly to the Unit Price and Total Price field in the Centralized Request for Quote Service – Prof form?

Answer: Rates are a flat hourly fee per classification. Please follow all the instructions in the solicitation. Vendors may choose to bid \$0.00 or n/a for any classification they do not intend to bid on. The commodity lines contained in wvOASIS are an estimated of hours for bidding purposes only. Please provide rates for renewal years for any classifications being bid on.

- 60.** Are proposal responses need to be submitted to wvOASIS online portal or by mail to the Charleston, WV address?

Answer: Please review Section 6 in the terms and conditions for bid submission methods of responding to the solicitation. Electric submission through wvOASIS is the preferred method.

- 61.** How many contingent staffing/contract positions did the State of West Virginia fill in 2023?
How many do you expect to fill in 2024 and 2025?

Vendor Questions and Agency Responses

Answer: Staffing needs fluctuate. Agency cannot provide an exact figure for future usage. The agency estimates approximately 7-10 positions per year but this could increase or decrease with the needs of the agency.

62. What is the contingent staffing budget for 2024/2025?

Answer: The State of WV does not disclose budget information

63. Do you want the Centralized Request for Quote Service – Prof forms to be submitted separately from the general proposal, or as one complete response?

Answer: Vendors should submit all related documents with the bid response and per the bid submission instructions. One complete response document is acceptable.

64. I am assuming there is no mandatory pre-bid meeting? A check box indicating no pre-bid meeting, but the paragraph below it in the RFP states “All Vendors submitting a bid must attend the mandatory Pre-bid meeting.” Could you please clarify?

Answer: Per the Instructions to Vendors Submitting Bids, a pre-bid meeting will not be held.

65. How should we acknowledge receipt of addendum? In letter form, via email, etc.?

Answer: Per the Instructions to Vendors Submitting Bids Section 8, Addendum Acknowledgement form should be submitted with bid response but must be provided prior to award.

66. Is there a bid / proposal format that we should use for this response?

Answer: See Section 6 of the Terms and Conditions and Section 5 of the specifications.

67. Do we need to be registered with the West Virginia Purchasing Division at the time of bid submission, or can we do that immediately after being awarded?

Answer: Per the Instructions to Vendors Submitting Bids Section 13, vendors are not required to be registered to submit a bid response. Vendors must complete all registrations prior to award. See Also General Terms and Conditions Section 32.

68. In Section 4.2.4- It is mentioned “Vendors must include current resume and a completed qualification documentation for each candidate with their responses”. Please confirm if we

Vendor Questions and Agency Responses

have to submit the resumes in this proposal response or upon receiving a request from the client post contract execution. If so, can we provide sample resumes?

Answer: Candidate resumes do not need to be submitted with the bid. Resumes will be requested by the agency to the vendor along with qualification documents provided during the ordering process after contract award.

69. Since the State has not provided any format template to assemble the proposal, please confirm, if the State is expecting only the resumes, compliance with minimum qualification, and the quotation of pricing in the response? Please elaborate the response deliverables State expects the vendor to provide in the proposal.

Answer: Please follow bid submission instructions contained in the solicitation. Note - This is not a RFP but a request for quote for an open-end contract for a vendor or vendors to provide temporary staffing when needed. Candidate resumes are not required until the contract is awarded and will be requested following the ordering procedures as defined in the solicitation. Ve

70. Please provide the budget of this contract.

Answer: The State of WV does not disclose budget information

71. Is this a new contract? If not, please provide the previous spending and list of incumbents.

Answer: This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

72. Will the candidates be required to work on site or remotely?

Answer: 100% onsite.

73. What are the most required profile under the contract?

Answer: Senior Web Application Analyst is the most requested and staffed position based on historical information.

74. How many vendors does the State intend to award under this contract?

Answer: Maximum of 5 vendors per classification will be awarded under this contract

75. Is the vendor required to submit all job titles?

Answer: No, however, vendor should bid \$0.00 or n/a for any classifications they elect not to bid on. Vendor should bid renewal year prices for any classifications they do choose to bid on as well.

76. Is this a new initiative?

Answer: This is a new contract period.

77. If not, who are the current vendors?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

78. Please share their pricing file.

Answer: If the vendor is requesting pricing pages to formulate a bid, please see bid submission instructions contained in the terms and conditions. The commodity lines contained in wvOASIS is the electronic pricing page. Submitting bid through wvOASIS is the preferred method.

If the vendor is requesting previous pricing for this service, requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

79. What are the historical annual spending volumes in the project?

Answer: The State of WV does not disclose budget information

80. What is the estimated budget for this project?

Answer: The State of WV does not disclose budget information

81. Will you provide a pricing sheet?

Answer: See answer 79.

82. Is there an incumbent on this contract? If so, will the OMIS provide the incumbent name, current contract number, duration, historical level of effort, and value of the contract?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

83. Is the incumbent eligible to bid on this project?

Answer: This is a new contract period. Any qualified vendor may bid.

84. What kind of documentation is OMIS expecting from the offeror?

Answer: The Agency does not understand the intent of this question. Please refer to the solicitation requirements and the terms and conditions for any documentation that may be required as part of the bidding process.

The ordering procedures in the solicitation detail what will be expected from the vendor when a staffing order is placed after the contract is awarded. Vendor are not required to submit candidate resumes with their bid.

85. Can the work be performed remotely?

Answer: No.

86. Can the work be performed outside the USA, such as in India?

Answer: No, work is currently 100% onsite in Charleston, West Virginia.

87. Does the offeror required to provide resumes for this effort?

Answer: Candidate resumes do not need to be submitted with the bid.

88. Does the OMIS require actual resumes or sample resumes for this requirement?

Answer: Candidate resumes do not need to be submitted with the bid.

89. Can the OMIS extend the deadline by a week?

Answer: No. This is a request for quote and a proposal is not needed, only the pricing and any other documents required to be submitted with the bid. See bidding instructions.

90. Can the OMIS please clarify the number of awards for this contract?

Answer: A maximum of 5 vendors will be awarded to each classification based on the lowest bid and then assigned priority to receive staffing orders based on those bids. Lowest vendor will have priority 1 and so on.

91. Is it mandatory to provide hourly rates for all job titles?

Answer: No, vendor should list price as \$0.00 or n/a for any item they are not bidding on. Vendor should bid renewal year pricing as well for any classifications they elect to bid on.

92. Budget Determination: What is the budget for this contract?

Answer: The State of WV does not disclose budget information

93. In this RFP, the Submission Requirements are not provided. Can the OMIS provide the required response instructions for this effort? Ex: Technical response and financial response? Please clarify.

Answer: This is not an RFP. Please follow the instructions to bidders and bid submission guidelines. This is a request for quote.

94. As per the RFP resume template is missing. Can the OMIS provide the required resume template?

Answer: Candidate resumes are not required for the bidding process.

95. As per the RFP Exhibit A is missing. Can the OMIS provide the required Exhibit A – Pricing page?

Answer: The commodity lines contained in wvOASIS for the solicitation are the pricing page.

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96. Could you please confirm whether commercial experience and references will be considered as part of the evaluation criteria for this bid?

Answer: This is a request for a quote and the contract will be awarded based on the lowest rate and vendor must meet the minimum requirements. Commercial references and experience may be considered as part of Section 3 Qualifications.

97. What is the estimated annual budget allocated for this contract, and what are the key cost drivers that will impact the overall spend?

Answer: The State of WV does not disclose budget information.

98. How many contractors are currently engaged and actively working on this contract?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

99. Could you provide the names of the existing vendors holding the incumbent contracts for this procurement?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

100. What was the total expenditure or contract value for each incumbent vendor during the previous contract term?

Answer: The State of WV does not disclose budget information.

101. Are there any specific challenges, concerns, or areas for improvement with the present contract vendors that the successful bidder should be aware of?

Answer: No, this is a new contract period.

102. Is the incumbent pricing sheet available for review, or will it be shared with shortlisted bidders?

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Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

103. Could you provide a comprehensive list of incumbent vendors, including their contract details and scopes of work?

Answer: This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

104. Is this a newly initiated project, or is it a continuation of an existing one?

Answer: This is a new contract period and bidding is required to establish new contract(s).

105. If it is ongoing, kindly provide the names of the current service providers/incumbent vendors.

Answer: This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

106. Could you provide details on the previous expenditure associated with this contract?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

107. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation

Vendor Questions and Agency Responses

is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

108. Are there any specific challenges or issues currently being faced with the existing vendors?

Answer: No.

109. Can you clarify the expected number of awards for this solicitation?

Answer: There will be a maximum of five (5) vendors awarded per classification.

110. Is there any preference or priority given to local vendors for this contract?

Answer: Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

111. Could you please confirm whether we need to submit resumes of proposed candidates in the proposal?

Answer: Candidate resumes do not need to be submitted with the bid. Resumes will be requested by the agency to the vendor along with qualification documents provided when the contract is awarded and the agency requests a staffing order.

112. If yes, should these be the actual resumes of candidates or would sample resumes be acceptable for the submission?

Answer: See answer 112.

113. Could you confirm the accepted method of proposal submission? Is it via email, an online portal, or a physical copy?

Answer: Follow bid submission instructions contained in the instructions to vendors submitting bids - Section 6.

114. Can you provide information on the previous budget or spending allocated for similar services?

Answer: The State of WV does not disclose budget information.

115. What is the annual budget of the contract?

Answer: The State of WV does not disclose budget information

116. Do you need actual resumes or sample resumes?

Answer: See answer 112.

117. Is this bid refresh? If yes, Can you share details from where we can get old proposal details?

Answer: This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

118. Do we require a WV business license to respond to this CRFQ, or can we provide it prior to the bid award?

Answer: You are not required to be registered in order to submit a response. However, Vendors must be registered appropriately before receiving a contract award. Please see section 32 Licensing of the General Terms and Conditions for all registration requirements.

The link to pay vendors registration (VSS) fee is <https://www.wvoasis.gov/VSS/Default.aspx>

WV One Stop Business Portal link is <https://sites.google.com/wv.gov/wvot-rates/home>

119. Is there any preference for local vendors?

Answer - Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

120. Will the evaluation focus solely on rates, or will other factors be considered?

Answer: The lowest rate per classification. Maximum of five vendors per classification.

121. To offer you competitive pricing, can you please provide incumbent details with hourly rates, if any?

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation

is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

122. What are the Evaluation Criteria?

Answer: Lowest price per classification. See Section 5 – Contract award.

123. Are there incumbents for these positions?

Answer: This is a new contract. This is not a solicitation for vacancies. The intention of the solicitation is to contract with vendors to supply temporary technology employees as necessary and at the agency's request.

124. Will remote work be allowed? If so, how? Will schedule require EST hours if remote is allowed?

Answer: Positions are 100% on site in Charleston, WV currently.

125. Will there be multiple awards for this contract?

Answer: A maximum of five (5) vendors will be awarded to each classification based on the lowest bid.

126. Do you require the Right to Represent for candidates?

Answer: The agency will not sign a right to represent with any vendor or for anyone in employment by the vendor. The purpose of this contract is for the agency to enter into an open-end and ongoing agreement for the stated contract term for a vendor to provide temporary employees at the agency's request.

127. What is the anticipated award date?

Answer: The contract will be awarded as quickly as possible.

128. For candidates, may we submit anyone authorized to work in the US for any employer?

Answer: Yes, but please be aware that this is not a solicitation for vacancies. The intention of the RFQ is to solicit vendors to enter into contract to supply temporary employees as necessary when a vacancy occurs.

129. Is it required that we respond to all labor categories, or may we select from those provided?

Answer: You may select from those provided. Vendor's must put \$0.00 or n/a for any classification they are not bidding on. Please ensure to provide pricing for the renewal years for any classifications being bid on as well.

130. Will there be a pricing template that we should use in our response?

Answer: Commodity lines are listed in wvOASIS and that is the preferred pricing page for vendor's to submit bids electronically. Please refer to instructions for vendor submitting bids in the solicitation – Section 6.

131. How many resumes should be provided for each position?

Answer: This is a new contract. This is not a solicitation for vacancies. Candidate resumes do not need to be submitted with the bid. The RFQ is intended to create a list of qualified vendors to supply temporary employees as the agency requests them.

132. Regarding Section 3: Qualifications, 3.1 which states *"Vendors shall be in business a minimum of five (5) years, providing similar information technology staffing services."* Our Canadian affiliate, 2iSolutions Inc., has been in business for 19 years, specializing in IT staffing, while our U.S. presence is relatively new, having been established in 2023. Can the business experience of our Canadian affiliate be used to meet this requirement?

Answer: The requirement pertains to the registered business entity the contract will be awarded to. This contracted business name/entity must have 5 years of staffing experience.

133. Regarding Section 3: Qualifications, 3.2 which states *"Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years."* Can the past performance of our Canadian affiliate, which meets this requirement, be considered valid to demonstrate compliance?

Answer: See answer 132.

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- 134.** Regarding Section 3: Qualifications, 3.2 which states "*Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years.* Please confirm vendors are to provide documentation for 6 individuals in total and not 6 individuals per classification.

Answer: Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

- 135.** Are vendors required to provide sample candidate resumes for each position classification?

Answer: No, candidate resumes nor sample resumes are not required to be submitted with the bid.

- 136.** Regarding Section 8: Insurance - Automobile. If selected, we will need to increase the limit of our Automobile Liability Insurance. Will time be permitted to allow for this increase between notification of selection and contract award?

Answer: All mandatory requirements must be met prior to a contract award.

- 137.** There is a mention that the candidate's resume along with a qualification template needs to be submitted. However, I couldn't find this template in the RFP document. Could you please direct me to this template?

Answer: Candidate resumes do not need to be submitted with the bid. The RFQ is intended to create a list of qualified vendors to supply temporary employees. Resumes will be requested by the agency to the vendor along with qualification documents that will be provided later after contract award and when a temp staffing order is necessary.

- 138.** Could the State please clarify in which section of the response vendors should include the 'Designated Contact' information? There is no mandatory section where the Designated Contact page should be

Answer: See Section 11 – Contract Manager.

- 139.** Could the State please confirm if vendors must be certified by HIPAA?

Answer: Yes. HIPPA compliance is a requirement as these temporary positions may work on projects that contain sensitive information protected by HIPPA laws. .

140. Could the State please confirm whether vendors are allowed to submit their responses via the portal?

Answer: Please follow instructions for vendors submitting bids. wvOASIS electronic submission is the preferred method for vendors to submit bids.

141. Is the certificate of Insurance required with the response?

Answer: Must be provided prior to award.

142. Could the State please confirm whether vendors are required to submit a single document or if the forms should be submitted as separate documents?

Answer: Vendor may include all documents in one attachment or attach as separate attachments.

143. Could the State please confirm the required forms that must be submitted with the proposal?

Answer: Vendors should include any required documents or forms with bid submission. Vendor should carefully read the solicitation and instructions and terms and conditions to determine what should be submitted with their bid.

144. Could the State please grant an extension on the due date?

Answer: No.

145. Does the State accept remote/ offshore resources to work on this engagement?

Answer: No. All positions will work on site.

146. Could the State kindly clarify the exact number of attached files needed for the response?

Answer: There is no exact number. Please follow bid submission instructions. This is a request for quote and not a request for proposal. Candidate resumes are not required to be submitted with a bid.

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147. Could the State please provide clarification on the appropriate section within the response where vendors should include the forms?

Answer: There is no mandatory format. Please follow instructions to submit bids and if bidding electronically through wvOASIS, attach any required documents to the bid.

148. Is the estimated budget meant for all the vendors collectively? If so, what is the allocated budget for each vendor?

Answer: The agency will not disclose any budget information.

149. If a vendor exhausts their assigned budget, can the purchase order (PO) be extended with additional funds?

Answer: The agency is required to follow WV Purchasing Rules for any change order to a contract and is required to follow any terms and conditions contained in the contract.

150. Are the vendors allowed to subcontract at the Task Order Level?

Answer: See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor.

151. Could the State please confirm if vendors must include the pricing information two times (in the technical proposal and in the portal)? If yes, could the State please confirm in which section of the proposal vendors should include their pricing?

Answer: The solicitation is a Request for Quotation, there is no technical proposal, see section 5.2 Pricing Page of the solicitation specifications for pricing instructions.

152. Do vendors have to provide references within their response? If yes, how many?

Answer: Please refer to Section 3 Qualifications. Documentation is preferred with the bid submission to expedite the review process, however, confirmation of these requirements is required prior to a contract award.

153. Could the State please confirm that vendors can fill out proposal forms electronically?

Answer: See section 5.2 Pricing Page of the specifications, submission using wvOASIS is the preferred method.

154. How many vendors is the State looking to award?

Answer: Maximum of five (5) per classification.

155. Is this a new initiative? If not, could the State please provide the incumbent information?

Answer: No, this solicitation is to establish a new contract(s).

156. Is the State looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?

Answer: This solicitation is to establish multiple open-end contracts for technical temporary staffing services. The awarded vendor(s) will be required to provide ongoing temporary staffing services for the Agency when and as requested.

157. Can firms comply with the minimum qualifications through a subcontractor?

Answer: The contracted vendor must meet all minimum qualifications.

158. Can firms comply with the minimum experience requirements enlisted under section 3. QUALIFICATIONS by demonstrating the requested experience through their engagements in the private sector?

Answer: The contracted vendor must meet all minimum qualifications. Experience does not necessarily have to be with government or public entities.

159. Could the State please disclose if they have faced any challenges or pain points with their current vendors?

Answer: This is a new contract.

160. Is there any mandatory subcontracting goal for this engagement?

Answer: See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

161. Are electronic signatures allowed?

Answer: Bids submitted in wvOASIS are deemed to be electronically signed.

162. Could you please share the content that needs to be submitted with the proposal?

Answer: Please refer to bid instructions and any requirements that state an item must or shall be submitted with the bid.

163. Can firms provide commercial references and references from ongoing contracts?

Answer: Yes.

164. Could the State please provide the evaluation criteria that will be used to assess the proposals submitted by vendors?

Answer: See specification Section 5.1 Contract Award.

165. Can the State please confirm if firms must include resumes for the requested positions and their resumes? If yes, are the requested resumes sample or actual resumes?

Answer: Candidate resumes do not need to be submitted with the bid. The solicitation is intended to create a list of qualified vendors to supply temporary employees on an as needed and ongoing basis.

166. If firms must present actual candidates, can these be replaced by equally qualified consultants if they are no longer available after the award?

Answer: Candidate resumes do not need to be submitted with the bid. The solicitation is intended to create a list of qualified vendors to supply temporary employees on an as needed and ongoing basis.

167. Under section 3. QUALIFICATIONS, point 3.1., states: "Vendors shall be in business a minimum of five (5) years, providing similar information technology staffing services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid." Could the State please elaborate further on what type of documentation/information (case studies, examples of placements, etc.) firms must provide to comply with this requirement?

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Answer: Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

168. Is the State looking for firms to provide local candidates to perform the services?

Answer: Candidates will work onsite in Charleston, West Virginia.

169. Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity." Do the individuals provided have to be from a single agency or can they be from different agencies?

Answer: The requirement pertains to the registered business entity the contract will be awarded to.

170. Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity." Will the information provided under this section be used as references? If yes, would the State consider reducing the amount of individuals provided, as not all agencies agree to be used as a reference?

Answer: The state will not waive this requirement. The references do not necessarily have to be government or public entities.

Vendor Questions and Agency Responses

171. Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity." Could the State please confirm the number of references that firms must provide to comply with this requirement?

Answer: Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

172. Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid." Could the State please clarify what type of documentation vendors must provide to suffice this point?

Answer: Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

173. How many vendors do you anticipate selecting to provide technical staffing services for this RFQ?

Answer: Maximum of five (5) per classification.

174. How many vendors were selected to provide technical staffing services for the previous RFQ in 2020?

Answer: Maximum of five (5) per classification.

175. What is the anticipated number of new positions you expect to open under this RFQ for the 2025 calendar year?

Answer: The agency's needs change as projects are assigned or due to staffing shortages. We cannot predict any future use of this contract or specific classifications.

The agency has staffed as little as five temporary employees in a calendar year up and up to as many as fifteen in a calendar year.

176. Does the "firm for the life of the contract" clause apply only to the initial one-year term, or does it extend to all potential renewal periods?

Answer: Pricing is firm as bid for the life of the contract. Vendors may opt to bid different hourly rates for each classification, each renewal year for each classification, however, this pricing must be stated on the initial bid.

177. Could you provide guidance on how to factor travel expenses into the hourly rates, particularly for services delivered across various locations in West Virginia?

Answer: We anticipate these positions to be in Charleston, WV with very limited travel. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate. Travel should be minimal, if at all, and would generally be within the State.

178. Could you clarify if there is flexibility for remote work for these positions, such as allowing employees to work from home part of the time (e.g., two days per week)?

Answer: All work is onsite.

179. Is there an estimated range for the amount of travel required, or should vendors propose a scalable pricing model to accommodate potential travel needs?

Answer: We anticipate these positions to be in Charleston WV with very limited travel. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate.

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180. How will unanticipated travel requirements be financially handled if they arise outside the scope of the bid?

Answer: We anticipate these positions to be in Charleston WV with very limited travel. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate. If positions will be located in a different vicinity or more than occasional travel required, this will be disclosed to vendor with the temp service order.

181. Could you confirm the payment terms for services rendered under this RFQ?

Answer: Section 7 PAYMENT: Agency shall pay only the hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

When a temp employee is selected and working - 4.2.8 states "The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly."

182. Is subcontracting permitted for any portion of the services, or must all work be performed by the vendor's direct employees?

Answer: See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

183. Are candidates under work sponsorship (e.g., H1B visa) acceptable, provided that the vendor can document the candidate's legal authorization to work in the U.S.?

Answer: They agency will not sponsor candidates or complete any additional paperwork. The agency will only consider temporary employees who are legally authorized to work within the US.

184. How should subcontractor relationships, if applicable, be documented and presented within the bid?

Answer: See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

185. What are the specific requirements for background checks and drug testing for proposed candidates?

Answer: Fingerprint-based State and Federal Background Investigation WVDPS Form 26

Pursuant to West Virginia Code 15-2D-3 (e), service providers, such as vendors or contractors, whose employees are regularly employed on the grounds or in the buildings of the Capitol complex, or who have access to sensitive or critical information, are required to submit to a fingerprint based criminal history investigation completed by both the West Virginia State Police and Federal Bureau of Investigation. Applicants are required to complete the required background checks and forward the same to the Division of Protective Services before fingerprints are submitted at IdentoGo (Idemia). Preemployment drug testing is not required however if probably cause exists the agency will contact the vendor.

186. Could you clarify the documentation required to demonstrate that we have staffed at least six individuals across all classifications in the past five years?

Answer: Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

187. Besides the lowest price, are there any other evaluation criteria, such as past performance or technical capabilities, that will influence the award decision?

Answer: Lowest price and vendor must meet all other requirements listed in the solicitation.

188. How will ties be resolved if multiple bids have identical pricing?

Answer: A maximum of five (5) vendors will be awarded per classification. Ties are handled by the WV Purchasing Division. Vendors affected by a tie should be notified by the buyer and given an opportunity to attend the tie breaker.

189. What is the expected timeline for the evaluation of bids and the subsequent award notification?

Vendor Questions and Agency Responses

Answer: The agency will award the contract as quickly as possible.

190. Could you elaborate on the "Right to Hire" provision? Specifically, can the Agency hire any vendor employee at any time without an additional fee, regardless of the length of service provided by the employee?

Answer: Yes, the agency can direct hire any temporary employee at any time without any additional fees or penalties. Any unused hours on the initial delivery order will be liquidated as the agency can only pay for hours worked.

191. Can vendors submit bids for only a subset of the positions listed in this RFQ, and would this impact the likelihood of selection if not all positions are quoted?

Answer: Vendor may bid on any classification however vendor should bid \$0.00 or n/a for any classification not bidding on.

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

Answer: A maximum number of five (5) vendors will be award per classification.

193. What are the estimated funds that are estimated to be allocated for this contract?

Answer: The agency does not disclose budgets and cannot estimate future usage of the contract.

194. What is the tentative start date of this engagement?

Answer: This is an open end contract and will be awarded as quickly as possible. We are not staffing positions with this solicitation. This solicitation it to establish vendor contracts to provide future temporary employees when the agency places an order for one.

195. What is the work location of the proposed candidates?

Answer: Charleston WV and 100% onsite unless otherwise specified. No remote work currently authorized.

196. Please provide the evaluation criteria for evaluating the bids for this CRFQ.

Answer: Lowest cost meeting specifications. A maximum of five vendors awarded per classification.

Vendor Questions and Agency Responses

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

Answer: New contract.

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

Answer: No.

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

Answer: Agency does not disclose budgets or previous spending and any such requests should be requested through a Freedom of Information Act.

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

Answer: See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

201. How many positions were used in the previous contract (approximate)?

Answer: This is a new contract term.

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

Answer: The agency's needs change as projects are assigned or due to staffing shortages. We cannot predict any future use of this contract or specific classifications.

The agency has used as little as five temporary employees in a calendar year and up to as many as fifteen in a calendar year.

203. If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources?

Answer: Vendor is only required to provide costs and to meet the mandatory minimum requirements.

204. Can we provide hourly rate ranges in the price proposal?

Answer: Vendor must provide flat hourly rates per classification listed. Vendor may propose different rates for each renewal year and classification at a flat hourly rate. Vendor does not have

Vendor Questions and Agency Responses

to bid every classification but should put \$0.00 or n/a for those not bidding on. Vendor must bid according to the commodity lines and pricing instructions.

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

Answer: 100% onsite work currently.

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

Answer: Candidate resumes are not required with the bid.

207. Could you please provide the list of holidays?

Answer: Federal and WV State observed Holidays. These may change annually.

Please see

<https://wvttreasury.com/Portals/wvttreasury/content/About/Contact/Treasurer%20Calendar%202024%20wvOASIS.pdf> for the current list of 2024 Holidays. A 2025 calendar will be published soon.

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

Answer: The agency does not pay for services not rendered. If the contracted vendor allows their employee paid time off, those hours not worked at the agency are not paid by the agency.

209. I do see We have multiple forms with the different job titles, do we need to attach those with the bid?

Answer: Candidate resumes should be included with the bid response. This bid process is to establish pricing and contract(s) for future temporary assignments. Any documents listed in the solicitation or terms and conditions as “must be submitted with the bid” must be included with the bid response or bid may be disqualified.

210. When is the call scheduled for this bid? I don't see that information.

Answer: See Instructions to Vendors Submitting Bids – Section 7 – for further bid opening date and time information.

211. Do we need to send the bid through post?

Answer: See Section 6 of Instructions to Vendor Submitting Bids for appropriate methods of responding to the solicitation.

212. Do we need to have West Virginia Certificate to place this bid?

Answer: Registrations are not required to respond to the solicitation, all registrations must be completed prior to award

213. From the list of forms (see list below) in the RFP documents, what forms are not necessary to include in the Technical Proposal:

Answer: a. Israel Boycot Certification

Answer - Certificate not required with bid.

b. Addendum Acknowledgment Form Solicitation.

Answer - Vendor should include with bid, must be provided prior to award

c. Request for Quotation CFRQ (Pag 11).

Answer - Contract Manager should include with bid

d. Federal Funds Addendum.

Answer - Vendor should include with bid, must be provided prior to award

e. HIPAA Business Associate Addendum.

Answer - Vendor should include with bid, must be provided prior to award

f. Exhibit B.

Answer - not required with bid response.

214. Are we required to submit resumes for all 10 positions as part of the technical response?

Answer: No, do not submit candidate resumes with the bid response.

215. Will the work be performed on-site, or is remote work an option?

Answer: Work will be performed onsite

216. Could you confirm the required format for the technical response submission?

Answer: Follow instructions for submitting the bid. There is no specific format as this is a request for quotation and not proposal.

217. What is the page limit for the technical response?

Answer: No page limit, but this is a request for quote. Follow bidding instructions.

218. Who are the current incumbents for these positions?

Answer: This is a new contract term.

- 219.** Regarding Section 4.2.7, could you please clarify the process for determining the "first priority" vendor for each classification? How does the priority system work if a vendor cannot fulfill a request or fails to respond within the 48-hour timeframe? We want to ensure a clear understanding of the obligations and implications of being a "first priority" vendor.

Answer: Each job classification has a priority associated with it based on the lowest bid per vendor. If the first priority vendor does not respond within the 48-hour time frame we move to the next priority vendor and so forth until the role is filled.

- 220.** Are vendors required to bid on all 10 position classifications, or can we bid selectively on specific positions we are best equipped to staff?

Answer: Vendors do not need to bid on all classifications but should list \$0.00 or n/a for any classifications not bidding on.

- 221.** Besides the lowest price per classification, are there other evaluation criteria? Are there particular qualifications or experiences that will carry additional weight in the decision-making process?

Answer: Lowest price that meets mandatory specifications.

- 222.** With reference to Section 4.2.4: a. At what stage are vendors required to submit candidate resumes and qualification documentation? Is this required with the initial bid or only after a contract is awarded? b. Is there a specific format or template for the "completed qualification documentation" mentioned in Section 4.2.4?

Answer: Candidate resumes do not need to be submitted with the bid.

- 223.** Is this a re-compete CRFQ, If yes:

- a. Could you please the name of Current prequalified vendors (who are currently providing services to Agency)?

Answer - No. This must be requested through a FOIA.

- b. When the existing contract was started, and what is the annual monetary spent value of the current agreement since inception?

Answer - State does not provide budgets.

- c. How many resources are currently engaged in the bids under current agreement?

Vendor Questions and Agency Responses

Answer - State does not provide this information.

- d. Can you please share the no. of positions served in previous years under this agreement?

Answer – Staffing needs fluctuate, could staff as little as five candidates and as many as fifteen in a calendar year.

- e. Can you please share the amount of business each vendor did under this agreement in previous years?

Answer - No. This information must be requested through a FOIA.

- 224.** What will be the estimated annual budget for this project?

Answer: The State of WV does not disclose budget information.

- 225.** What communication method will be utilized for the distribution of requisitions/task orders among the vendors awarded under the contract? This includes options such as Email, VMS, or any alternative mode.

Answer: Agency will email the first priority vendor with the request. See Section 4.3 Duties and Responsibilities of the Agency. If the first priority vendor cannot provide acceptable candidates or passes, the agency will contact the next priority vendor and so.

- 226.** Do we also need to submit potential resumes of candidates for the respective classifications?

Answer: Candidate resumes do not need to be submitted with the bid.

If resumes are required, do we need to submit actual resumes? Additionally, how many resumes are required for each position?

Answer: See answer 226.

- 227.** Could you please confirm if all roles are required onsite?

Answer: 100% onsite

- 228.** Could you please confirm what all information is required in response to the CRFQ?

Answer: Please follow the bid submissions instructions contained in the solicitation. Pricing is required and any documents that are stated must be submitted with the bid.

229. Question: We have placed multiple similar roles with one client, could you please confirm if we can submit 1 reference for multiple positions?

Answer: Candidate references and resumes are not required with the bid package.

230. Question: Could you please confirm if we need to demonstrate 6 successful placements for each required role to meet the qualification criteria?

Answer: No, six overall within the listed classifications being bid on.

231. Question: Is it mandatory to bid on all positions?

Answer: No, it is not mandatory to bid on all positions, however vendor should bid \$0.00 or n/a for any classifications they choose not to bid on.

232. To confirm- the intent of this procurement is to short-list a number of vendors who will then bid on the roles, individually? What is the target number of vendors to be awarded to the short-list?

Answer: The solicitation is to be considered as a vendor for temporary employee services. Vendors are not bidding specific candidates at this time. See Specification Section 5.1 Contract Award

233. Are responses allowed to be electronic only or do vendors have to provide a hard copy as well?

Answer: See Instructions to Vendors Submitting Bids – Section 6 - for appropriate methods of submitting a bid response.

234. Just to confirm- for the initial responses— In section 4.2.4 it states that vendors must provide resumes with their responses—is the expectation for vendors to provide sample resumes showing we have placed people in the skill sets listed? If so, how many sample resumes per skill set? Or is the vendor responsible for providing actual resumes for candidates listed here?

Answer: Candidate resumes do not need to be submitted for this proposal. The RFQ is intended to create a list of qualified vendors to supply temporary employees. Resumes will be requested

Vendor Questions and Agency Responses

by the agency to the vendor along with qualification documents that will be provided if awarded. Vendor and Agency roles are defined in the solicitation and are requirements after the contract is awarded.

235. What is the timeline around when vendors will be awarded/added to the staffing contract?

Answer: Agency will award the contract as soon as possible.

236. Is the expectation for us to provide pricing in our initial response? Or is this as positions are being released after selected vendors are added to the contract?

Answer: Yes. See Specification Section 5 Contract Award

237. Are resources expected to always sit 100% on-site? Or is there flexibility around certain skill sets being remote? This will help us with pricing resources out

Answer: 100% on site

238. Who is responsible for providing laptops?

Answer: The Agency (State of West Virginia).

239. How will these resources enter their hours worked and is there anticipated overtime?

Answer: The Vendor has to provide timesheets to the agency for proper approval. There is no overtime rates, however, the candidate may be asked to work over 40 hours a week and the rate will be the flat hourly contracted rate .

240. Will we be able to leverage both US Citizens and Green card holders for the work?

Answer: The candidate has to be eligible to legally work within the United States.

241. Is there anticipated travel for any/all of these resources?

Answer: At this time, these positions are 100% on-site and are generally located in Charleston, WV. The agency reserves the right to allow remote work in the future if the agency deems it to be necessary. The agency has locations throughout the State of WV but travel should be minimal, if required at all and would be stated in the initial order request. Temporary employees may be asked to attend meetings with area.

242. Will you be able to provide the WV Tax exemption certification?

Answer: Yes, upon contract award.

243. As a non-resident vendor, is it necessary to be registered with the State of West Virginia when submitting our bid/proposal, or can we complete the registration after being awarded the contract?

Answer: Registrations are not required to submit a bid response, all registrations must be completed prior to award

244. As a non-resident vendor, can we submit small business, women-owned, and minority-owned business certifications issued in the State of California with our proposal?

Answer: SWAM certification is not applicable to this solicitation. See Instructions to Vendors Submitting Bids Section 15, 15A and 16 regarding preferences.

245. Are we required to submit actual resumes or sample resumes for candidates for each role during the proposal submission process?

Answer: Candidate resumes do not need to be submitted for this proposal. The RFQ is intended to create a list of qualified vendors to supply temporary employees. Resumes will be requested by the agency to the vendor along with qualification documents that will be provided if awarded.

246. 1. The solicitation file, "CRFQ MIS2500000001_Complete Solicitation Documents" (attached), mentions the Price Sheet. Specifically, section 5.2 states that vendors should complete the Pricing Pages (Exhibit A) by providing an hourly rate for each classification and renewal year (page 61). However, Exhibit A (page 70) appears to be empty. Does the file with position lines (40 rows) and details on unit price and total price titled "Final_CRFQ_0511_MIS2500000001_1_WV_CRFQ_FORM" (attached) replace the Pricing Page?

Answer: The commodity lines provided within wvOASIS is the pricing page/sheet. Vendor shall provide hourly rate for classifications and renewal years for any item electing to bid on. Quantity of hours listed are for bidding purposes only and to establish the contract(s).

247. The wvOasis Price Sheet and the file

“Final_CRFQ_0511_MIS2500000001_1_WV_CRFQ_FORM” both require information on the candidate’s hourly rate (Unit price). Since the Solicitation allows multiple candidates to be offered for one position, should this one price listed on these pricing pages reflect the maximum rate of all candidates, or the lowest proposed rate?

Answer: Each classification award is chosen by the lowest proposed rate. A maximum of five (5) contracts will be awarded per classification and in priority reference by low bid to next low bid and so on.

248. And what should be considered the primary source of pricing information—the cover letter and resumes with individual candidate pricing details, or the consolidated pricing information in the Price Sheet on the wvOasis website?

Answer: The consolidated pricing information is the commodity lines provided within wvOASIS. Do not submit candidate resumes with the bid, only vendor required documents per the bid instructions and terms and conditions.

250. The wvOasis submittal page includes a Delivery dates for all 40 rows in this Solicitation request. Could you please clarify what this date represents? Does it refer to the average time between notification that a candidate has received an offer and their start date, or can this information be left blank in the application?

Answer: The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0). This is for bid purposes only and does not waive any requirements of the required ordering process after the contract is awarded.

251. Is it acceptable to leave the "Enter the Discounts and Comments" section blank on the wvOasis submission page, as it appears to be irrelevant to the current bid?

Answer: Yes, it is acceptable. If an entry is required, vendor may enter zero (0).

252. Is this a new opportunity or a recumbent? Please provide us the information of the previous vendors.

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation

Vendor Questions and Agency Responses

is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

253. Is there any possibility of due date extension?

Answer: No.

254. Could you please provide an editable version pf the RFP document as we need to fill the pricing data in the line items for submission.

Answer: No, an editable version cannot be provided, the solicitation is a Request for Quotation (RFQ) not a Request for Proposal (RFP). Please follow bid submission instructions.

255. Can we submit the bid through WVoasis? We are already registered with the Purchasing division, so do we need to pay \$125 during proposal submisison or after award?

Answer: See Instructions to Vendors Submitting Bids Section 6 for appropriate methods of submitting a bid response. The fee will be due only if awarded a contract.

256. Whis the historical spend of the state for this opportunity?

Answer: The State of WV does not disclose budget information.

257. How many resources were previously utilized/what is the volume of work to be generated from this?

Answer: Staffing needs fluctuate. Agency cannot provide an exact figure for future usage. We estimated approximately 7-10 positions per year but this could increase or decrease with the needs of the agency.

258. Is there any subcontracting goal?

Answer: See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor.

259. Is there any preference to the WV based local vendors?

Answer: See Instructions to Vendors Submitting Bids Section 15, 15a, and 16 preference information.

260. Do we need to provide resumes of the candidate at the time of proposal submission?

Answer: No, candidate resumes are not required to be submitted with the bid.

261. Is there any proposal sequence or page limit for this bid?

Answer: No, this is a request for quote and not a request for a proposal.

262. What are the proposal submission requirements?

Answer: See Instructions to Vendors Submitting Bids Section 6 of the Terms and Conditions.

263. Are there any requirements of license from the vendors during proposal submission?

Answer: Vendor is not required to be registered in order to submit a response. However, Vendors must be registered appropriately before receiving a contract award. Please see section 32 Licensing of the General Terms and Conditions for all registration requirements.

The link to pay vendors registration (VSS) fee is <https://www.wvoasis.gov/VSS/Default.aspx>
WV One Stop Business Portal link is <https://sites.google.com/wv.gov/wvot-rates/home>

264. What are the expected Deliverables from this RFQ? Is this only for providing the pricing proposal?

Answer: The purpose of the RFQ is to establish multiple open-end contracts for vendors that can provide technical temporary staffing services for the classifications listed.

265. Will government consider extending the due date by 1 week?

Answer: No.

266. Is it a recompetete ? If yes, who is the incumbent.

Answer: This is a new contract.

267. What is the value of the current contract?

Vendor Questions and Agency Responses

Answer: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

268. Could you please clarify if this requirement is a new opportunity or a re-compete of an existing contract?"

Answer: This is a new contract.

269. Is there is any pain point with the previous incumbents?

Answer: No. Vendor requirements are listed in the solicitation.

270. Are we required to submit live resumes for proposed candidates as part of the proposal, or can these be submitted post-award?

Answer: Candidate resumes are not required to be submitted with the bid.

271. Do you require Key personnel resume along with the proposal.

Answer: Candidate resumes are not required to be submitted with the bid.

272. Do you require COI along with the proposal or after award?

Answer: All mandatory requirements, including COI, must be met prior to a contract award.

273. Could you provide insight into the expected spending for this project?

Answer: The State of WV does not disclose budget information.

274. Is the need for temporary staffing based on an as-needed basis, or is there a predetermined requirement?

Answer: As needed basis.

275. How many candidates are expected to be provided for each position?

Answer: No candidates are expected to be provided with the bid. Once the contract is awarded, the vendor will follow the required vendor responsibilities (Section 4.2) listed in the solicitation to provide applicants.

276. Do we need to submit qualifications documents like copies as verification of degrees or certifications of the proposed candidates along with the bid proposal?

Answer: Vendors will not need to submit resumes for proposed candidates for this solicitation. If the vendor is selected to enter into contract, they will be required to submit resume and qualification documents(provided) for candidates per qualification they are submitting.

Section 5 revision

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

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An indicator of "1" on the spreadsheet contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

Pricing Page: Vendor should complete the Pricing Pages in wvOASIS or attached hereto as Exhibit A (if provided) by providing an hourly rate for each classification and each classification renewal year as listed. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate. Vendor may choose to bid all classifications or singular classifications. The hours listed on the pricing pages are an estimate and will only be used to evaluate bids. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. If vendor is not bidding a certain classification/commodity line, vendor should clearly note a "no bid" by inputting

CRFQ MIS2500000001

Vendor Questions and Agency Responses

\$0.00 or “N/A” on the line. Vendors may opt to bid different hourly rates for each classification and each classification renewal year.

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

Vendors should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MIS2500000001

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)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

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

Mahantech Corp

Company



Authorized Signature

10/31/2024

Date

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

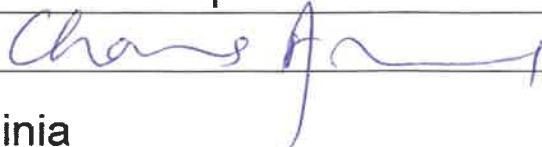
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Mahantech Corp

Authorized Signature:  Date: 10/16/2024

State of West Virginia

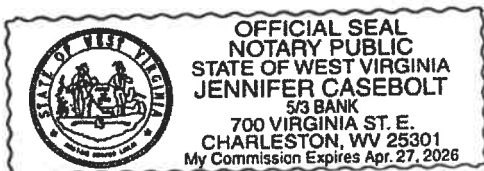
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16 day of October, 2024.

My Commission expires April 27, 2026.

AFFIX SEAL HERE

NOTARY PUBLIC 



Purchasing Affidavit (Revised 08/01/2015)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Technology Insurance Associates InsureYourCompany.com/Techsmart Insurance Agency 225 Gordons Corner Road 2B Manalapan NJ 07726	CONTACT NAME: Benjamin Levenson PHONE (A/C, No, Ext): (888) 242-4675 E-MAIL ADDRESS: Ben@insureyourcompany.com FAX (A/C, No): (732) 862-1177																					
INSURED Mahantech Corporation 405 Capitol Street Suite 101 Charleston WV 25301	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Hartford Insurance Company</td><td>19682</td></tr><tr><td>INSURER B :</td><td>Hartford Fire and Its P&C Affiliates</td><td>29459</td></tr><tr><td>INSURER C :</td><td>Philadelphia Indemnity Insurance Company</td><td>18058</td></tr><tr><td>INSURER D :</td><td>Travelers Casualty Ins Co of America</td><td>19046</td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hartford Insurance Company	19682	INSURER B :	Hartford Fire and Its P&C Affiliates	29459	INSURER C :	Philadelphia Indemnity Insurance Company	18058	INSURER D :	Travelers Casualty Ins Co of America	19046	INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 204678**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	13SBABH4MY9	07/20/2024	07/20/2025	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,00 MED EXP (Any one person) \$ 10,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA-7T183682	07/20/2024	07/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	X	X	13SBABH4MY9	07/20/2024	07/20/2025	EACH OCCURRENCE \$ 6,000,00 AGGREGATE \$ 6,000,00
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	13WECID7460	07/20/2024	07/20/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,00 E.L. DISEASE - POLICY LIMIT \$ 1,000,00
A	Tech Profess Liab/E&O	X	X	13SBABH4MY9	07/20/2024	07/20/2025	\$5,000,000 Limit / \$5,000,000 Aggregate
A	Privacy & Security (Cyber)	X	X	13SBABH4MY9	07/20/2024	07/20/2025	\$5,000,000 Occurrence / \$5,000,000 Aggregate
C	3rd Party Fidelity Crime Bond			PHSD1808891	07/20/2024	07/20/2025	\$3,000,000 Limit / \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder named as additional insured only if there is a written contract.

CERTIFICATE HOLDERState of West Virginia
Department of Administration
Purchasing Division
2019 Washington St, E
Charleston WV 25305**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Benjamin Levenson

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ACORD 25 (2016/03)

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CERT NO:204678

Benjamin Levenson

07/08/2024

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

☒ Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; **or**,

☐ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

☐ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

☐ Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Mahantech Corp

Signed: 

Date: 10/31/2024

Title: President

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*