



Mahantech Corporation
405 Capitol Street, Suite 101
Charleston, WV 25301
Phone: 304-720-2246
Fax: 304-720-2247
www.mahantech.com

05/20/2015

State of West Virginia Department of Administration Purchasing Division
2019 Washington Street East
Charleston, WV 25305 US
Attention: Robert P Kilpatrick

Re: Request for Proposal: CRFQ 0511 HHR1500000008

05/20/15 12:20:52
WV Purchasing Division

Dear Mr. Kilpatrick,

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 HHR1500000008, we have enclosed the following documents as required:


- 1) Cover Letter
- 2) Contractor Qualifications Documents
- 3) Certificate of Insurance
- 4) CRFQ 0511 HHR1500000008 Vendor Preference Certificate
- 5) CRFQ 0511 HHR1500000008 Instructions to Vendors Submitting Bids and General Conditions
- 6) CRFQ 0511 HHR1500000008 Purchasing Affidavit

- 7) CRFQ 0511 HHR1500000008 Specifications
- 8) Final_CRFQ_0511_HHR1500000008_6_CRFQ_FORM
- 9) CRFQ 0511 HHR1500000008 Addendum 1
- 10) CRFQ 0511 HHR1500000008 Addendum 2
- 11) CRFQ 0511 HHR1500000008 Addendum 3
- 12) CRFQ 0511 HHR1500000008 Addendum 4
- 13) CRFQ 0511 HHR1500000008 Addendum 5

Mahantech Corporation provides Information Technology related services to both government entities and private corporations. With experience covering more than 17 years, our management and staff understand the unique challenges faced by state government. We are expert in providing insight across multiple facets of IT and business collaboration. Mahantech Corporation is committed to working with its client in the most efficient and cost effective manner. Since 1998, Mahantech 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 Arjuna
President
05/20/2015



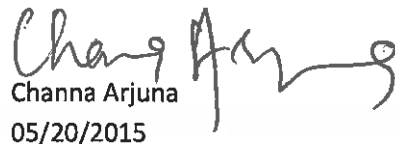
Mahantech Corporation
405 Capitol Street, Suite 101
Charleston, WV 25301
Phone: 304-720-2246
Fax: 304-720-2247
www.mahantech.com

Contractor Qualifications

Mahantech Corporation provides Information Technology related services to both government entities and private corporations. With experience covering more than 17 years, our management and staff understands the unique challenges faced by federal and state governments. We are expert in providing insight across multiple facets of IT and business collaboration. Mahantech Corporation is committed to working its client in the most efficient and cost effective manner. Since 1998, Mahantech has been providing Information technology staff augmentation services to multiple clients across the USA. These include the following: the State of West Virginia, DTE Energy, SEARS, Image Entry, Microsoft Corporation, BrickStreet Insurance, Jonson Roberts Associates Ltd, Pitney Bowes Incorporated, CORE Technologies, Magee Resource Group, Kaiser Permanente, Phillips, netGuru Systems Incorporated, NCR, Erie Insurance, JP Morgan Chase, State of Wisconsin DOT.

We are more than pleased to provide more detail about these services upon request.

Sincerely


Channa Arjuna
05/20/2015



Mahantech Corporation
405 Capitol Street, Suite 101
Charleston, WV 25301
Phone: 304-720-2246
Fax: 304-720-2247
www.mahantech.com

Contractor Qualifications

Mahantech Corporation acted in the capacity of a sub-contractor and provided contract IT staff as detailed below to fulfill contracts to a Prime Contractor, Technology Solutions Inc. (a local West Virginia Company) in support of their contract with BrickStreet Mutual Insurance (and in its previous form, West Virginia Workers Compensation) from 2003 to 2011.

- 1) Senior Application Oracle Database Administrator
- 2) Application Oracle Database Administrator
- 3) Business Analyst
- 4) Senior SharePoint Application Programmer Analyst
- 5) SharePoint Application Programmer Analyst
- 6) .NET Application Programmer Analyst
- 7) Senior .NET Application Programmer Analyst
- 8) Mainframe Application Programmer Analyst

Technology Solutions Contact details:


BrickStreet Insurance Contact Details

Alan Black
(Former) President
Technology Solutions
Phone: 304-552-1589

Tony Laska
Sr. Vice President-CIO
BrickStreet Mutual Insurance
Phone: 304-941-1015

Please let us know if you need more details.

Sincerely


Channa Arjuna
05/20/2015



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

State of West Virginia
 Request for Quotation
 21 – Info Technology

Proc Folder: 87116

Doc Description: Addendum 5: Temporary IT Staffing Contract for WVDHHR/OMIS

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2015-05-19	2015-05-20 13:30:00	CRFQ 0511 HHR1500000008	6

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

MAHANTECH CORP
 405 CAPITOL STREET, SUITE 101
 CHARLESTON, WV 25301
 PHONE: 304-720-2246

FOR INFORMATION CONTACT THE BUYER

Robert Kilpatrick
 (304) 558-0067
 robert.p.kilpatrick@wv.gov

Signature X

FEIN # 34-1855567

DATE

05/20/2015

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

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	FACTS Technical Project Manager	2288.00000	HOUR	\$84.99	\$194,457.12

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.1 FACTS Technical Project Manager - All-inclusive Hourly Rate

Quantities provided in this solicitation are estimates only; actual ordered quantities may vary.

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	FACTS Senior Web Application Analyst	2288.00000	HOUR	\$67.95	\$155,469.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.2 FACTS Senior Web Application Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	FACTS Web Application Analyst	2288.00000	HOUR	\$67.95	\$155,469.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.3 FACTS Web Application Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	FACTS Application Architect	2288.00000	HOUR	\$78.45	\$179,493.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.4 FACTS Application Architect - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Web Team Senior Web Application Analyst	2288.00000	HOUR	\$57.99	\$132,681.12

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.5 Web Team Senior Web Application Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	OSCAR Senior Application Programmer Analyst	2288.00000	HOUR	\$74.00	\$169,312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.6 OSCAR Senior Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	OSCAR Application Programmer Analyst	2288.00000	HOUR	\$74.00	\$169,312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.7 OSCAR Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	OSCAR Application Programmer	2288.00000	HOUR	\$89.00	\$157,872.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.8 OSCAR Application Programmer - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Senior Application Oracle Database Administrator	2288.00000	HOUR	\$62.35	\$142,656.80

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

4.1.9 Senior Application Oracle Database Administrator - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Application Oracle Database Administrator	2288.00000	HOUR	\$59.99	\$137,257.12

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :

4.1.10 Application Oracle Database Administrator - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Senior SQL Server Database Administrator	2288.00000	HOUR	\$57.99	\$132,681.12

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
4.1.11 Senior SQL Server Database Administrator - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	SQL Server Database Administrator	2288.00000	HOUR	\$54.99	\$125,817.12

Comm Code	Manufacturer	Specification	Model #
80111609			

Extended Description :
4.1.12 SQL Server Database Administrator - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Senior COGNOS Analyst/Project Manager	2288.00000	HOUR	\$77.39	\$177,068.32

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.13 Senior COGNOS Analyst/Project Manager - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	COGNOS Analyst	2288.00000	HOUR	\$59.85	\$136,936.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.14 COGNOS Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	Software Test Analyst	2288.00000	HOUR	\$54.99	\$125,817.12

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.15 Software Test Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	Help Desk Analyst	2288.00000	HOUR	\$44.99	\$102,937.12

Comm Code	Manufacturer	Specification	Model #
80111616			

Extended Description :

4.1.16 Help Desk Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Business Analyst	2288.00000	HOUR	\$54.99	\$125,817.12

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.17 Business Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Technical Writer	2288.00000	HOUR	\$69.95	\$160,045.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.18 Technical Writer- All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Senior CRM Application Programmer Analyst	9000.00000	HOUR	\$77.95	\$701,550.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.19 Senior CRM Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	CRM Application Programmer Analyst	25000.00000	HOUR	\$71.35	\$1,783,750.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.20 CRM Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Senior SharePoint Application Programmer Analyst	7000.00000	HOUR	\$69.94	\$489,580.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
4.1.21 Senior SharePoint Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	SharePoint Application Programmer Analyst	13000.00000	HOUR	\$64.99	\$844,870.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
4.1.22 SharePoint Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Senior .NET Application Programmer Analyst	25000.00000	HOUR	\$57.99	\$1,449,750.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.23 Senior .NET Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	.NET Application Programmer Analyst	50000.00000	HOUR	\$54.98	\$2,749,000.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.24 .NET Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211 CHARLESTON WV25301 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Senior Mainframe Application Programmer Analyst	13000.00000	HOUR	\$59.99	\$779,870.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.25 Senior Mainframe Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Mainframe Application Programmer Analyst	13000.00000	HOUR	\$59.99	\$779,870.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
4.1.26 Mainframe Application Programmer Analyst - All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Senior Application DB2 Database Administrator	9000.00000	HOUR	\$64.99	\$584,910.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :
4.1.27 Senior Application DB2 Database Administrator- All-inclusive Hourly Rate

INVOICE TO		SHIP TO	
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE ONE DAVIS SQUARE, RM 211		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
CHARLESTON	WV25301	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Application DB2 Database Administrator	9000.00000	HOUR	\$62.99	\$566,910.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Extended Description :

4.1.28 Application DB2 Database Administrator- All-inclusive Hourly Rate

	Document Phase	Document Description	Page
HHR150000008	Final	Addendum 5: Temporary IT Staffing Contract for WVDHHR/OMIS	14 of 14

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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 in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Tuesday, May 5, 2015 by 3:00pm EST

Submit Questions to: Robert P Kilpatrick, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: robert.p.kilpatrick@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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Statewide Contract for Temporary IT Staffing Services
BUYER: Robert P Kilpatrick File 22
SOLICITATION NO.: CRFQ 0511 HHR1500000008
BID OPENING DATE: May 20, 2015
BID OPENING TIME: 1:30pm
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus *n/a* convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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).

May 20, 2015 at 1:30pm EST

Bid Opening Date and Time:
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. **ALTERNATES:** 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.
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 only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) 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 by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or 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 if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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. "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.
 - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "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.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of One (1) year(s).

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 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. 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 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
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 are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
- Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
- Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
- One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **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.
7. **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.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of \$1,000,000.00 _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of N/A

for N/A.

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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 32. 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.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. 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.
- 40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider 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 to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

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.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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

- d. 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.

43. 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.

CERTIFICATION AND SIGNATURE PAGE

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

MAHANTECH CORP

(Company)

Channa M Arjuna CHANNA M ARJUNA PRESIDENT
(Authorized Signature) (Representative Name, Title)

(304-720-2246) FAX: 304-720-4427 05/20/2015
(Phone Number) (Fax Number) (Date)

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SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids to establish multiple open-end Statewide Contracts for technical staffing services. This contract shall cover the following position classifications:

1. FACTS Technical Project Manager
2. FACTS Senior Web Application Analyst
3. FACTS Web Application Analyst
4. FACTS Application Architect
5. Web Team Senior Web Application Analyst
6. OSCAR Senior Application Programmer Analyst
7. OSCAR Application Programmer Analyst
8. OSCAR Application Programmer
9. Senior Application Oracle Database Administrator
10. Application Oracle Database Administrator
11. Senior SQL Server Database Administrator
12. SQL Server Database Administrator
13. Senior COGNOS Analyst/Project Manager
14. COGNOS Analyst
15. Software Test Analyst
16. Help Desk Analyst
17. Business Analyst
18. Technical Writer
19. Senior CRM Application Programmer Analyst
20. CRM Application Programmer Analyst
21. Senior SharePoint Application Programmer Analyst
22. SharePoint Application Programmer Analyst
23. Senior .NET Application Programmer Analyst
24. .NET Application Programmer Analyst
25. Senior Mainframe Application Programmer Analyst
26. Mainframe Application Programmer Analyst
27. Senior Application DB2 Database Administrator
28. Application DB2 Database Administrator

The position classifications listed above are to provide for the technical expertise to meet the temporary contracted staffing needs for all entities within the WV Department of Health and Human Resources, Office of Management Information Services (OMIS) - for systems such as their Families and Children Tracking Systems (FACTS), Online Support Collection and Reporting (OSCAR), and Recipient Automated Payment Information Data System (RAPIDS) – and the WV Office of Technology, plus any additional State Agencies that might have the need for these specific services. These services would to be used to develop modifications and enhancements to the computer systems for the end-user State

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agency, as well as to mentor, provide technical training and support, and provide “shadowing” opportunities for State programmer analysts, among other tasks as defined by the end-user State agency on its Delivery Order for the services.

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

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

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).

2.2 **“Pricing Page”** means the pages, contained wvOASIS 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 **“BCF”** means Bureau of Children and Families.

2.5 **“COGNOS”** means IBM’s COGNOS software.

2.6 **“CPS”** means Child Protective Services.

2.7 **“CRM”** means Microsoft’s Dynamics CRM software.

2.8 **“DB2”** means IBM’s DB2 database software.

2.9 **“FACTS”** means Families and Children Tracking System. This system

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supports the following BCF Social Service programs; Child Protective Services, Foster Care, Adoption, Child Care and many other programs.

2.10 "FADS" means FACTS Application Development and Support team.

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

2.12 "OSCAR" means Online Support Collection and Reporting. This system supports the programs for the Bureau of Child Support Enforcement.

2.13 "RAPIDS" means Recipient Automated Payment and Information Data System. This system supports the Family Assistance programs within BCF.

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

3 QUALIFICATIONS: Vendor 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 individuals within at least six (6) different 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, bidders may include this documentation with their bid.

4 MANDATORY REQUIREMENTS:

4.1 **Contract Services and Mandatory Requirements:** Vendor(s) shall provide the Agency with an all-inclusive hourly rate for the Contract Services listed below on an open-end and continuing basis. Individuals supplied by the Vendor to fulfill the Contract Services must meet or exceed the mandatory

requirements as shown below:

4.1.1 FACTS Technical Project Manager:

- 4.1.1.1 FACTS Technical Project Manager must have a minimum of seven (7) years of experience in leading a development team in a project management role.
- 4.1.1.2 FACTS Technical Project Manager must have a minimum of seven (7) years of experience in Systems Development Life Cycle (SDLC), tracking, overseeing and reporting throughout the project life cycle.
- 4.1.1.3 FACTS Technical Project Manager must have a minimum of seven (7) years of Web development experience with dynamic database driven enterprise level web applications.
- 4.1.1.4 FACTS Technical Project Manager must have a minimum of seven (7) years of experience in web development using ASP, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.1.5 FACTS Technical Project Manager must have a minimum of seven (7) years development experience with a complex, large-scale, N-Tier application.
- 4.1.1.6 FACTS Technical Project Manager must have a minimum of seven (7) years of Telerik /Kendo user interface controls experience to develop ASP.Net applications.
- 4.1.1.7 FACTS Technical Project Manager must have a minimum of seven (7) years of experience using CSLA (Component based, Scalable, and Logical Architecture) Framework to build .net applications.
- 4.1.1.8 FACTS Technical Project Manager must have a minimum of five (5) years of experience using ASP.Net MVC, WCF and jQuery.
- 4.1.1.9 FACTS Technical Project Manager must have a minimum of seven (7) years of experience using Oracle RDBMS (must include experience using version 11g or higher),

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SQL tuning, PL/SQL development skills, including the development of stored procedures.

- 4.1.1.10 FACTS Technical Project Manager must have a minimum of seven (7) years Data Design/Data Modeling experience.
- 4.1.1.11 FACTS Technical Project Manager must have a minimum of two (2) years of experience with designing and developing applications using the Java platform and the Oracle SOA suite.
- 4.1.1.12 FACTS Technical Project Manager must have a minimum of five (5) years of experience in application security and application performance tuning using dynaTrace.
- 4.1.1.13 FACTS Technical Project Manager must have a minimum of seven (7) years of experience with an enterprise level Statewide Automated Child Welfare Information System (SACWIS).
- 4.1.1.14 FACTS Technical Project Manager must have a minimum of seven (7) years of experience developing client server applications using PowerBuilder.
- 4.1.1.15 FACTS Technical Project Manager must have a minimum of seven (7) years of Analysis and Design experience.
- 4.1.1.16 FACTS Technical Project Manager must have a minimum of seven (7) years of experience as a system administrator on Windows servers to include; managing server certificate, and installation and configuration of applications.
- 4.1.1.17 FACTS Technical Project Manager must have a minimum of two (2) year experience designing and developing applications using Microsoft Bing Maps and Oracle Locator.
- 4.1.1.18 FACTS Technical Project Manager must have a minimum of five (5) years of experience development experience using QAS address verification tool.

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4.1.1.19 **FACTS Technical Project Manager** must have a minimum of five (5) years of experience with Microsoft SharePoint Services/Server and Team Foundation Server (TFS) for team collaboration.

4.1.2 FACTS Senior Web Application Analyst:

4.1.2.1 **FACTS Senior Web Application Analyst** must have a minimum of seven (7) years of Web development experience with dynamic database driven enterprise level web applications.

4.1.2.2 **FACTS Senior Web Application Analyst** must have a minimum of seven (7) years of experience in web development using ASP.Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.

4.1.2.3 **FACTS Senior Web Application Analyst** must have a minimum of seven (7) years development experience with a complex, large-scale, N-Tier application.

4.1.2.4 **FACTS Senior Web Application Analyst** must have a minimum of five (5) years of Telerik/Kendo user interface controls experience to develop ASP.Net applications.

4.1.2.5 **FACTS Senior Web Application Analyst** must have a minimum of one (1) year of experience using CSLA (Component based, Scalable, and Logical Architecture) Framework to build .net applications.

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

4.1.2.7 **FACTS Senior Web Application Analyst** must have a minimum of one (1) year of experience using a client side MVVM architectural model for building web applications.

4.1.2.8 **FACTS Senior Web Application Analyst** must have a minimum of five (5) years of experience using Oracle RDBMS (must include experience using version 11g or higher), SQL tuning, PL/SQL development skills, including the development of stored procedures.

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- 4.1.2.9 FACTS Senior Web Application Analyst must have a minimum of five (5) years Data Design/Data Modeling experience.
- 4.1.2.10 FACTS Senior Web Application Analyst must have a minimum of two (2) years of experience with designing and developing applications using SOAP/ REST Web Services.
- 4.1.2.11 FACTS Senior Web Application Analyst must have a minimum of one (1) year of experience in application security and application performance tuning using dynaTrace.
- 4.1.2.12 FACTS Senior Web Application Analyst must have a minimum of one (1) year of experience with an enterprise level Statewide Automated Child Welfare Information System (SACWIS).
- 4.1.2.13 FACTS Senior Web Application Analyst must have a minimum of one (1) year of experience developing client server applications using PowerBuilder.
- 4.1.2.14 FACTS Senior Web Application Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.2.15 FACTS Senior Web Application Analyst must have a minimum of one (1) year of experience designing and developing applications using Microsoft Bing Maps and Oracle Locator.
- 4.1.2.16 FACTS Senior Web Application Analyst must have a minimum of one (1) year of experience development experience using QAS address verification tool.
- 4.1.2.17 FACTS 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.

4.1.3 FACTS Web Application Analyst:

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- 4.1.3.1 FACTS Web Application Analyst must have a minimum of five (5) years of Web development experience with dynamic database driven enterprise level web applications.
- 4.1.3.2 FACTS Web Application Analyst must have a minimum of three (3) years of experience in web development using ASP. Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.3.3 FACTS Web Application Analyst must have a minimum of five (5) years development experience with a complex, large-scale, N-Tier application.
- 4.1.3.4 FACTS Web Application Analyst must have a minimum of two (2) years of experience using third party controls (i.e. Telerik, Component Art or Infragistics) to develop ASP.Net applications.
- 4.1.3.5 FACTS Web Application Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.3.6 FACTS Web Application Analyst must have a minimum of seven (5) years of Relational Database experience.
- 4.1.3.7 FACTS Web Application Analyst must have a minimum of two (2) years of experience using Oracle RDBMS, SQL tuning, PL/SQL development skills, including the development of stored procedures.
- 4.1.3.8 FACTS Web Application Analyst must have a minimum of two (2) years Data Design/Data Modeling experience.
- 4.1.3.9 FACTS Web Application Analyst must have a minimum of two (2) years of Analysis and Design experience.

4.1.4 FACTS Application Architect:

- 4.1.4.1 FACTS Application Architect must have a minimum of seven (7) years of Web development experience with dynamic database driven enterprise level web applications.

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- 4.1.4.2 FACTS Application Architect must have a minimum of seven (7) years of experience in architecting, developing and maintaining custom client and server side web framework.
- 4.1.4.3 FACTS Application Architect must have a minimum of seven (7) years of experience in web development using ASP.Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript, and C#.
- 4.1.4.4 FACTS Application Architect must have a minimum of seven (7) years development experience with a complex, large-scale, N-Tier application.
- 4.1.4.5 FACTS Application Architect must have a minimum of five (5) years of Telerik /Kendo user interface controls experience to develop ASP.Net applications.
- 4.1.4.6 FACTS Application Architect must have a minimum of one (1) year experience using Kendo UI with ASP.Net MVC server wrappers.
- 4.1.4.7 FACTS Application Architect must have a minimum of five (5) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.4.8 FACTS Application Architect must have a minimum of three (3) years of experience creating, maintaining and using jQuery Widgets.
- 4.1.4.9 FACTS Application Architect must have a minimum of one (1) year of experience using a client side MVVM architectural model for building web applications.
- 4.1.4.10 FACTS Application Architect must have a minimum of three (3) years of experience with designing and developing applications using SOAP/ REST Web Services.
- 4.1.4.11 FACTS Application Architect must have a minimum of seven (7) years of Relational Database experience.
- 4.1.4.12 FACTS Application Architect must have a minimum of three (3) years of experience using Oracle RDBMS (must include experience using version 11g or higher), SQL

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tuning, PL/SQL development skills, including the development of stored procedures.

4.1.4.13 FACTS Application Architect must have a minimum of five (5) years Data Design/Data Modeling experience.

4.1.4.14 FACTS Application Architect must have a minimum of one (1) year of experience in NHibernate with Oracle RDBMS.

4.1.4.15 FACTS Application Architect must have a minimum of three (3) years of experience in application security and application performance tuning.

4.1.4.16 FACTS Application Architect must have a minimum of five (5) years of Analysis and Design experience.

4.1.4.17 FACTS Application Architect must have a minimum of three (3) year of experience as a system administrator on Windows servers to include; managing server certificate, and installation and configuration of applications.

4.1.5 Web Team Senior Web Application Analyst:

4.1.5.1 Web Team Senior Web Application Analyst must have a minimum of seven (7) years of Web development experience with dynamic database driven enterprise level web applications.

4.1.5.2 Web Team Senior Web Application Analyst must have a minimum of seven (7) years of experience in web development using ASP.Net, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.

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

4.1.5.4 Web Team Senior Web Application Analyst must have a minimum of one (1) year of experience using a client side MVVM architectural model for building web applications.

4.1.5.5 Web Team Senior Web Application Analyst must have a

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minimum of five (5) years Data Design/Data Modeling experience.

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

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

4.1.6 OSCAR Senior Application Programmer Analyst:

4.1.6.1 OSCAR Senior Application Programmer Analyst must have a Bachelor's degree in Computer Science or a related field from an accredited institution or six (6) years of equivalent work experience required.

4.1.6.2 OSCAR Senior Application Programmer Analyst must have a minimum of ten (10) years of experience in a mainframe NATURAL for DB2 environment.

4.1.6.3 OSCAR Senior Application Programmer Analyst must have a minimum of eight (8) years of experience in Job Control Language (JCL) experience.

4.1.6.4 OSCAR Senior Application Programmer Analyst must have a minimum of ten (10) years of experience working with a State IV-D (Child Support) computer system.

4.1.6.5 OSCAR Senior Application Programmer Analyst must have a minimum of ten (10) years of experience as a lead analyst or in a senior analyst role.

4.1.6.6 OSCAR Senior Application Programmer Analyst must have a minimum of eight (8) years of experience using Computer Associate's (CA) DB2 Tools – RC/Update, RC/Query and PRF.

4.1.6.7 OSCAR Senior Application Programmer Analyst must have a minimum of five (5) years of experience working with financial distribution under PRWORA.

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4.1.6.8 OSCAR Senior Application Programmer Analyst must have a minimum of five (5) years of experience with leading the implementation requirements of the Deficit Reduction Act (DRA).

4.1.7 OSCAR Application Programmer Analyst:

4.1.7.1 OSCAR Application Programmer Analyst must have a minimum of ten (10) years of experience in a mainframe NATURAL for DB2 environment.

4.1.7.2 OSCAR Application Programmer Analyst must have a minimum of eight (8) years of experience in Job Control Language (JCL) experience.

4.1.7.3 OSCAR Application Programmer Analyst must have a minimum of ten (10) years of experience working with a State IV-D (Child Support) computer system.

4.1.7.4 OSCAR Application Programmer Analyst must have a minimum of ten (10) years of experience of Analysis and Design experience.

4.1.7.5 OSCAR Application Programmer Analyst must have a minimum of eight (8) years of experience using Computer Associate's (CA) DB2 Tools – RC/Update, RC/Query and PRF.

4.1.7.6 OSCAR Application Programmer Analyst must have a minimum of two (2) years of experience with the Federal OCSE-157 form and requirements or child support legal and administrative documents.

4.1.7.7 OSCAR Application Programmer Analyst must have a minimum of five (5) years of experience with Datalect's FORMQuest form-building software.

4.1.8 OSCAR Application Programmer:

4.1.8.1 OSCAR Application Programmer must have a minimum of five (5) years of experience in a mainframe NATURAL for DB2 environment.

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- 4.1.8.2 OSCAR Application Programmer must have a minimum of four (4) years of experience in Job Control Language (JCL) experience.
- 4.1.8.3 OSCAR Application Programmer must have a minimum of four (4) years of experience using Computer Associate's (CA) DB2 Tools – RC/Update, RC/Query and PRF.

4.1.9 Senior Application Oracle Database Administrator:

- 4.1.9.1 Senior Application Oracle Database Administrator must be an Oracle Database Administrator Certified Professional.
- 4.1.9.2 Senior Application Oracle Database Administrator must have a minimum of ten (10) years of experience with the maintenance and management of Oracle database systems.
- 4.1.9.3 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 six (6) years of equivalent work experience required.
- 4.1.9.4 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an Oracle database.
- 4.1.9.5 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).
- 4.1.9.6 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.
- 4.1.9.7 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.

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- 4.1.9.8 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.9.9 Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience with the utilization and administration of Oracle Warehouse Builder.
- 4.1.9.10 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.
- 4.1.9.11 Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.

4.1.10 Application Oracle Database Administrator:

- 4.1.10.1 Application Oracle Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of Oracle database systems.
- 4.1.10.2 Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or three (3) years of equivalent work experience required.
- 4.1.10.3 Application Oracle Database Administrator must have a minimum of two (2) years of experience in providing connectivity to an Oracle database.
- 4.1.10.4 Application Oracle Database Administrator must have a minimum of two (2) years providing assistance to programming staff in debugging triggers, procedures, functions and packages (PL/SQL Code).
- 4.1.10.5 Application Oracle Database Administrator must have a minimum of two (2) years in optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.

4.1.10.6 Application Oracle Database Administrator must have a minimum of two (2) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.

4.1.10.7 Application Oracle Database Administrator must have a minimum of two (2) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.

4.1.11 Senior SQL Server Database Administrator:

4.1.11.1 Senior SQL Server Database Administrator must have a minimum of eight (8) years of experience with the operation, maintenance and implementation of Microsoft SQL Server database (SQL Server 2005, 2008 and 2012). This experience must include the candidate being proficient in T-SQL and package creation (stored procedures) and utilization.

4.1.11.2 Senior SQL Server Database Administrator must have a minimum of eight (8) years of experience with the creation of databases and database primary objects in SQL Server.

4.1.11.3 Senior SQL Server Database Administrator must have a minimum of five (5) 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.

4.1.11.4 Senior SQL Server Database Administrator must have a minimum of five (5) years of experience installing, implementing and monitoring SSIS and SSAS for SQL Server 2008.

4.1.11.5 Senior SQL Server Database Administrator must have a minimum of eight (8) years of experience in command line Data Definition Language (DDL) operations and scripting.

4.1.11.6 Senior SQL Server Database Administrator must have a minimum of eight (8) years of experience in backup and recovery of SQL Server databases.

4.1.12 SQL Server Database Administrator:

4.1.12.1 SQL Server Database Administrator must have a minimum of five (5) years of experience with the operation, maintenance and implementation of Microsoft SQL Server database (SQL Server 2005, 2008 and 2012). This experience must include the candidate being proficient in T-SQL and package creation (stored procedures) and utilization.

4.1.12.2 SQL Server Database Administrator must have a minimum of five (5) years of experience with the creation of databases and database primary objects in SQL Server.

4.1.12.3 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.

4.1.12.4 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.

4.1.12.5 SQL Server Database Administrator must have a minimum of two (2) years of experience in command line Data Definition Language (DDL) operations and scripting.

4.1.12.6 SQL Server Database Administrator must have a minimum of five (5) years of experience in backup and recovery of SQL Server databases.

4.1.13 Senior COGNOS Analyst/ Project Manager:

4.1.13.1 Senior COGNOS Analyst/Project Manager must have a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of ten (10) years of equivalent work experience required.

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- 4.1.13.2 Senior COGNOS Analyst/Project Manager must have experience in the successful implementation of medium and/or large scale projects.
- 4.1.13.3 Senior COGNOS Analyst/Project Manager must have a minimum of ten (10) years of experience using the COGNOS suite of components including metadata Modeler and Report Developer specifically COGNOS V10 BI, Framework Manager, Transformer, Query Studio, Report Studio, Analysis Studio, Metric Studio, Business Insight and Business Insight Advanced.
- 4.1.13.4 Senior COGNOS Analyst/Project Manager must have a minimum of seven (7) years of experience with relational databases - Oracle required.
- 4.1.13.5 Senior COGNOS Analyst/Project Manager must have a minimum of five (5) years of experience with Oracle Warehouse Builder.
- 4.1.13.6 Senior COGNOS Analyst/Project Manager must have a minimum of seven (7) years of experience in requirements gathering, process and data analysis.
- 4.1.13.7 Senior COGNOS Analyst/Project Manager must have a minimum of seven (7) years of experience working with various modeling techniques, data flow diagrams and workflow diagrams.
- 4.1.13.8 Senior COGNOS Analyst/Project Manager must have a minimum of seven (7) years of experience installing, configuring, monitoring and maintaining a COGNOS server environment.
- 4.1.13.9 Senior COGNOS Analyst/Project Manager must have a minimum of three (3) years of experience in creation of UAT Test Plans.
- 4.1.13.10 Senior COGNOS Analyst/Project Manager must have a minimum of three (3) years of experience in building Active Reports using COGNOS V10 BI.

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4.1.13.11 Senior COGNOS Analyst/Project Manager must have a minimum of seven (7) years of experience in administration of user permissions, user accounts and security profiles, Implement security at different levels in COGNOS Connection, Performance Tuning, Distribution Management, Scheduling, Installation of fix packs and knowledge in upgrading COGNOS to newer versions.

4.1.13.12 Senior COGNOS Analyst/Project Manager must have a minimum of five (5) years of experience with coding Database Stored Procedures, Functions and Packages.

4.1.13.13 Senior COGNOS Analyst/Project Manager must have a minimum of one (1) year of experience in the Administration of a Database as a primary or assistant DBA.

4.1.13.14 Senior COGNOS Analyst/Project Manager must have a minimum of five (5) years of experience with an enterprise level Statewide Automated Child Welfare Information System (SACWIS) and a statewide Child Support Enforcement system.

4.1.14 COGNOS Analyst:

4.1.14.1 COGNOS Analyst must have 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 required.

4.1.14.2 COGNOS Analyst must have experience in the successful implementation of small and/or medium scale projects.

4.1.14.3 COGNOS Analyst must have a minimum of three (3) years of experience using the COGNOS suite of components including metadata Modeler and Report Developer specifically COGNOS V10/V8 BI, Framework Manager, Query Studio, Report Studio and Analysis Studio.

4.1.14.4 COGNOS Analyst must have a minimum of three (3) years of experience with relational databases - Oracle required.

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- 4.1.14.5 COGNOS Analyst must have a minimum of one (1) year of experience with Oracle Warehouse Builder.
- 4.1.14.6 COGNOS Analyst must have a minimum of one (1) year of experience in requirements gathering, process and data analysis.
- 4.1.14.7 COGNOS Analyst must have a minimum of one (1) year of experience working with various modeling techniques, data flow diagrams and workflow diagrams.
- 4.1.14.8 COGNOS Analyst must have a minimum of one (1) year of experience installing, configuring and maintaining a COGNOS server environment.
- 4.1.14.9 COGNOS Analyst must have a minimum of one (1) year of experience in creation of UAT Test Plans.
- 4.1.14.10 COGNOS Analyst must have a minimum of one (1) year of experience in administration of user permissions, user accounts and security profiles.

4.1.15 Software Test Analyst:

- 4.1.15.1 Software Test Analyst must have a Bachelor's degree from an accredited college or university in computer science or related field, or an Associate's degree from an accredited college, university, or business school in computer science or related field and a minimum of one (1) year of full-time computer programming experience, or a minimum of three (3) years of experience in the field or in a related area.
- 4.1.15.2 Software Test Analyst must have a minimum of three (3) years of experience in evaluating and testing new or modified software programs and software development procedures used to verify that programs function according to user requirements and conform to establishment guidelines. Must be able to write, revise, and verify quality standards and test procedures for program design and product evaluation to obtain a quality of software acceptable to the Agency.

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- 4.1.15.3 Software Test Analyst must have a minimum of three (3) years of experience in developing, publishing, and implementing test plans.
- 4.1.15.4 Software Test Analyst must have a minimum of three (3) years of experience in writing and maintaining test automation. Must be able to evaluate, recommend, and implement automated test tools and strategies. Must develop, maintain, and upgrade automated test scripts and architectures for application products.
- 4.1.15.5 Software Test Analyst must have a minimum of three (3) years of experience in writing, implementing, and reporting the status of system test cases for testing. Must analyze test cases and provide regular progress reports. Must participate in the testing process through test review and analysis, test witnessing and certification of software.

4.1.16 Help Desk Analyst:

- 4.1.16.1 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.
- 4.1.16.2 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.
- 4.1.16.3 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.

4.1.17 Business Analyst:

- 4.1.17.1 Business Analyst must have 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 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 minimum of five (5) years of experience in the field or in a related area.
- 4.1.17.2 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.
- 4.1.17.3 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.
- 4.1.17.4 Business Analyst must have a minimum of three (3) years of experience in Systems Development Life Cycle.
- 4.1.17.5 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, documents results, reports issues and retests as necessary. Must adhere to project standards.
- 4.1.17.6 Business Analyst must have a minimum of three (3) years of experience in preparing and documenting Functional and Technical 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

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business project teams to understand reporting and data warehousing requirements and propose solutions. Must provide reporting knowledge transfer training to other team members.

4.1.17.7 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.

4.1.18 Technical Writer:

4.1.18.1 Technical Writer must have an associate's degree from an accredited college, university, or business school in computer science or related, or minimum of two (2) years of experience in the field or in a related area.

4.1.18.2 Technical Writer must have a minimum of three (3) years of experience using knowledge of commonly used concepts, practices, and procedures within a particular field. Must rely on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

4.1.18.3 Technical Writer must have a minimum of three (3) years of experience composing technical documents, manuals, bulletins, brochures, publications, training manuals, and special reports. Must have experience organizing and coordinating the composition of materials and drafting of forms suitable for reproduction. Must review and edit prepared material and illustrations. Must develop and refine material for publication in journals and periodicals. Must prepare informational material for release to the mass media. Must work with agency staff in the development of formats, graphics, and the layout of publications. Must assist agency staff in preparing and refining material for speeches and other public presentations. May research product design, capabilities, and compatibility ranges.

4.1.18.4 Technical Writer must have a minimum of three (3) years of experience overseeing the writing, editing, publishing,

and distribution of specification documents. Must review project resources and prepare analysis or summaries. Must have experience with the techniques and methods of planning, organizing, and writing various types of materials; of research methodology; and of policies, procedures, and regulations. Must conduct research; must compose, review, illustrate, and edit technical documents, materials, and reports; must communicate with staff; and must train others to develop these skills.

4.1.19 Senior CRM Application Programmer Analyst:

- 4.1.19.1 Senior CRM Application Programmer Analyst must have a minimum of five (5) years of Microsoft Dynamics CRM development experience.
- 4.1.19.2 Senior CRM Application Programmer Analyst must have a minimum of seven (7) years of experience in web development using ASP.Net, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.19.3 Senior CRM Application Programmer Analyst must have a minimum of seven (7) years development experience with a complex, large-scale, N-Tier application.
- 4.1.19.4 Senior CRM Application Programmer Analyst must have a minimum of three (3) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.19.5 Senior CRM Application Programmer Analyst must have a minimum of five (5) years of experience using SQL Server.
- 4.1.19.6 Senior CRM Application Programmer Analyst must have a minimum of five (5) years Data Design/Data Modeling experience.
- 4.1.19.7 Senior CRM Application Programmer Analyst must have a minimum of two (2) years of experience with designing and developing applications using SOAP/ REST Web Services.
- 4.1.19.8 Senior CRM Application Programmer Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.19.9 Senior CRM Application Programmer Analyst should have excellent communications skills (both verbal and written) to

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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.

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

4.1.20 CRM Application Programmer Analyst:

4.1.20.1 CRM Application Programmer Analyst must have a minimum of three (3) years of Microsoft Dynamics CRM development experience.

4.1.20.2 CRM Application Programmer Analyst must have a minimum of three (3) years of experience in web development using ASP.Net, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.

4.1.20.3 CRM Application Programmer Analyst must have a minimum of five (5) years development experience with a complex, large-scale, N-Tier application.

4.1.20.4 CRM Application Programmer Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.

4.1.20.5 CRM Application Programmer Analyst must have a minimum of two (2) years of experience using SQL Server.

4.1.20.6 CRM Application Programmer Analyst must have a minimum of two (2) years Data Design/Data Modeling experience.

4.1.20.7 CRM Application Programmer Analyst must have a minimum of two (2) years of Analysis and Design experience.

4.1.20.8 CRM Application 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.

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4.1.20.9 CRM Application Programmer Analyst must have a minimum of one (1) year of experience with Microsoft SharePoint Services/Server and Team Foundation Server (TFS) for team collaboration.

4.1.21 Senior SharePoint Application Programmer Analyst:

4.1.21.1 Senior SharePoint Application Programmer Analyst must have a minimum of four (4) years of Microsoft SharePoint development experience, in conjunction with the use of Infopath.

4.1.21.2 Senior SharePoint Application Programmer Analyst must have a minimum of seven (7) years of experience in web development using ASP.Net, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.

4.1.21.3 Senior SharePoint Application Programmer Analyst must have a minimum of seven (7) years development experience with a complex, large-scale, N-Tier application.

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

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

4.1.21.6 Senior SharePoint Application Programmer Analyst must have a minimum of five (5) years of Analysis and Design experience.

4.1.21.7 Senior SharePoint Application 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.

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

4.1.22 SharePoint Application Programmer Analyst:

- 4.1.22.1 SharePoint Application Programmer Analyst must have a minimum of two (2) years of SharePoint development experience, in conjunction with the use of Infopath.
- 4.1.22.2 SharePoint Application Programmer Analyst must have a minimum of two (2) years of experience in web development using ASP.Net, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.22.3 SharePoint Application Programmer Analyst must have a minimum of three (3) years development experience with a complex, large-scale, N-Tier application.
- 4.1.22.4 SharePoint Application Programmer Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.22.5 Senior SharePoint Application Programmer Analyst must have a minimum of one (1) years of experience with designing and developing applications using SOAP/ REST Web Services.
- 4.1.22.6 SharePoint Application Programmer Analyst must have a minimum of three (3) years of Relational Database experience.
- 4.1.22.7 SharePoint Application Programmer Analyst must have a minimum of two (2) years of Analysis and Design experience.
- 4.1.22.8 SharePoint Application 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.

4.1.23 Senior .NET Application Programmer Analyst:

- 4.1.23.1 Senior .NET Application Programmer Analyst must have a minimum of seven (7) years of .NET development experience.

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- 4.1.23.2 Senior .NET Application Programmer Analyst must have a minimum of seven (7) years of experience in web development using ASP.Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.23.3 Senior .NET Application Programmer Analyst must have a minimum of seven (7) years development experience with a complex, large-scale, N-Tier application.
- 4.1.23.4 Senior .NET Application Programmer Analyst must have a minimum of three (3) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.23.5 Senior .NET Application Programmer Analyst must have a minimum of two (2) years of experience using a client side MVVM architectural model for building web applications.
- 4.1.23.6 Senior .NET Application Programmer Analyst must have a minimum of five (5) years Data Design/Data Modeling experience.
- 4.1.23.7 Senior .NET Application Programmer Analyst must have a minimum of two (2) years of experience with designing and developing applications using SOAP/ REST Web Services.
- 4.1.23.8 Senior .NET Application Programmer Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.23.9 Senior .NET Application 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.
- 4.1.23.10 Senior .NET Application Programmer Analyst must have a minimum of two (2) years of experience with Microsoft SharePoint Services/Server and Team Foundation Server (TFS) for team collaboration.

4.1.24 .NET Application Programmer Analyst:

- 4.1.24.1 .NET Application Programmer Analyst must have a minimum of five (5) years of .NET development experience.

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- 4.1.24.2 .NET Application Programmer Analyst must have a minimum of three (3) years of experience in web development using ASP.Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.24.3 .NET Application Programmer Analyst must have a minimum of three (3) years development experience with a complex, large-scale, N-Tier application.
- 4.1.24.4 .NET Application Programmer Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.24.5 .NET Application Programmer Analyst must have a minimum of five (5) years of Relational Database experience.
- 4.1.24.6 .NET Application Programmer Analyst must have a minimum of two (2) years Data Design/Data Modeling experience.
- 4.1.24.7 .NET Application Programmer Analyst must have a minimum of two (2) years of Analysis and Design experience.
- 4.1.24.8 .NET Application 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.

4.1.25 Senior Mainframe Application Programmer Analyst:

- 4.1.25.1 Senior Mainframe Application Programmer Analyst must have a minimum of seven (7) years of Mainframe Application development experience using COBOL, CICS, and JCL.
- 4.1.25.2 Senior Mainframe Application Programmer Analyst must have a minimum of seven (7) years of Relational Database experience.
- 4.1.25.3 Senior Mainframe Application Programmer Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.25.4 Senior Mainframe Application 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.

4.1.26 Mainframe Application Programmer Analyst:

- 4.1.26.1 Mainframe Application Programmer Analyst must have a minimum of five (5) years of Mainframe Application development experience using COBOL, CICS, and JCL.
- 4.1.26.2 Mainframe Application Programmer Analyst must have a minimum of five (5) years of Relational Database experience.
- 4.1.26.3 Mainframe Application Programmer Analyst must have a minimum of two (2) years of Analysis and Design experience.
- 4.1.26.4 Mainframe Application 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.

4.1.27 Senior Application DB2 Database Administrator:

- 4.1.27.1 Senior Application DB2 Database Administrator must have a minimum of seven (7) years of experience with the maintenance and management of DB2 database systems.
- 4.1.27.2 Senior Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or six (6) years of equivalent work experience required.
- 4.1.27.3 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions to a DB2 database.
- 4.1.27.4 Senior Application DB2 Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions and packages.

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- 4.1.27.5 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.
- 4.1.27.6 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.27.7 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.
- 4.1.27.8 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.

4.1.28 Application DB2 Database Administrator:

- 4.1.28.1 Application DB2 Database Administrator must have a minimum of four (4) years of experience with the maintenance and management of DB2 database systems.
- 4.1.28.2 Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or six (6) years of equivalent work experience required.
- 4.1.28.3 Application DB2 Database Administrator must have a minimum of three (3) years of experience in managing permissions to a DB2 database.
- 4.1.28.4 Application DB2 Database Administrator must have a minimum of three (3) years providing assistance to programming staff in debugging triggers, procedures, functions and packages.
- 4.1.28.5 Application DB2 Database Administrator must have a minimum of three (3) years in optimizing SQL execution for DB2 SQL procedures, functions, packages and triggers.
- 4.1.28.6 Application DB2 Database Administrator must have a minimum of three (3) years of experience in Data Modeling.

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- 4.1.28.7 Application DB2 Database Administrator must have a minimum of three (3) years of experience developing and performing disaster recovery procedures.
- 4.1.28.8 Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

4.2 VENDOR RESPONSIBILITIES

- 4.2.1 Bidders must provide an hourly rate for each position they expect to submit qualifications for proposed candidates when the need arises. When presenting candidates for review by the Agency, Vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.
- 4.2.2 Successful vendors will provide staffing as requested by the Agency. Assignments will be for a specified period of time and quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from the Agency, or consistently being unresponsive to Agency's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3 Successful vendors must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.
- 4.2.4 Successful vendors shall provide the Agency with information on each staffing candidate according to the state and federal standards, including applications. These must be sent to the Agency along with the listing of possible candidates to interview.

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

If able to supply candidate(s), Vendor must provide to the Agency a list of potential candidates for staffing needs within 2 weeks (10 business days) of the initial notification of need. Vendors must provide all documentation for every candidate who indicates they meet the requirements for the classification, including a qualifications document, template supplied by the agency, and resumes. Vendors may send multiple resumes so the agency may choose the most appropriate candidate.

Should a vendor not respond within allowed numbers of days from the original notice of the Agency need (eg, 2 days to confirm/waiver a request; 10 business days to provide a list of candidates), the vendor with the second priority contract for the classification will be contacted and given the opportunity to provide needed staffing.

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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.

Once the Agency has notified the vendor that they will accept candidate(s) for the project, the vendor must provide the Agency with a signed quote which specifies the classification(s), the name of the candidate(s), the general name and description of the Agency project, the quantity of hours that will be supplied, and the start and end dates during which the candidate will be supplied, plus any additional, order-specific information that might apply. **This quote must be provided within 48 hours (2 business days) of the Agency notification of accepting the candidate(s).**

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

- 4.2.9 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.
- 4.2.10 If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of

services. Vendor must provide to the Agency a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendors must provide documentation and resumes for every candidate which indicates their meeting the requirements for the classification. Vendors may send multiple resumes so that the agency may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order. If the Agency needs to issue a secondary Delivery Order to cover any cancelled Delivery Order, they are not required to contact or acquire waivers from any vendor for which they had previously contacted to fill the classification (copies of the original waivers and documentation regarding the cancellation should be kept in the files for both the original the replacement Delivery Order(s)).

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

4.3 DUTIES AND RESPONSIBILITIES OF THE AGENCY

- 4.3.1 **Ordering Procedure:** Agency will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. Agency may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; the Agency has full discretion on how they wish to organize and issue notifications to the Vendor with 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

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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 and review of qualifications will be performed by the Agency in order to verify the candidate meets the requirements for the requested classification.

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

Delivery Orders in excess of \$25,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Order of \$25,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in WVOasis).

- 4.3.2 Successful Vendor(s)' candidate shall work under Agency supervision. The Agency shall be solely responsible to provide each candidate with day-to-day guidance in the execution of responsibilities at the Agency.
- 4.3.3 Agency reserves the right to terminate the candidate selected for a position providing services to the Agency without cause if it is determined to be in the best interest and well-being of the Agency. Termination would occur by cancellation of the remainder of the Delivery Order, and does not require prior notification to the Vendor.

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- 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 insure that they are notifying the appropriately prioritized vendor for each classification; the Vendor is not responsible for determining if the Agency has acquired the necessary waiver from, or documented the non-responsiveness of, any other vendor in order for them to be appropriately contacting the current Vendor.

4.4 GENERAL REQUIREMENTS

4.4.1 In addition to what is covered by the General Terms and Conditions included with the solicitation, quarterly reports required from the Vendor must contain:

- Complete name of each candidate;
- Classification of each candidate;
- Agency and Program (when applicable) where each candidate was provided;
- Number of hours each candidate has worked (for each quarter and YTD);
- The contract's hourly pay rate for each candidate;

NOTE: These reports will be mandatory; failure to adhere to this requirement may result in cancellation of the Contract. Such reports shall be sent electronically to each Agency issuing Delivery Orders (covering the hours reported for that Agency) and to the Purchasing Division Buyer responsible for the Contract (including all hours provided during the quarter). **These reports are due within 30 days after the end of each calendar year quarter.**

5 CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to insure that every classification can be adequately supplied during the life of the Contract. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Grand Total for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most six (6) Contracts are awarded for that classification. Bidders may

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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.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing the all-inclusive hourly rate to provide a candidate meeting the requirements for each classification. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. However, Vendors may opt to bid only certain classifications. If not bidding a classification/commodity line, bidders should clearly note a "no bid" or "N/A" on their bid.

Vendor should type or electronically enter the information into the Pricing Pages provided as the assembled CRFQ document in wvOASIS. Bidders wishing to submit a paper bid should download and print a hard copy of the wvOASIS Pricing Pages and provide as the Unit Price their Hourly Rate; then, they should multiply the bid Unit Price by the Quantity (Qty), which is the Estimated Hours, to calculate the Total Price for each Commodity Line (ie, each Classification). If bidders are submitting electronically through wvOASIS, the calculation of Quantity times Unit Price and all summation totals are done automatically.

The rates bid for the contract shall remain firm for the life of the Contract. Rates reflected on delivery orders issued will remain firm for the effective dates of the delivery order and shall concur with the rates bid.

- 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 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

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may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9 FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

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

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.

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10.2.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

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

Contract Manager: CHANNA M ARJUNA
Telephone Number: 304-720-2246
Fax Number: 304-720-2247
Email Address: CARJUNA@MAHANTECH.COM

SOLICITATION NUMBER: CRFQ 0511 HHR150000008

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #1 issued to provide for scheduling of a NON-MANDATORY Pre-Bid Meeting by a modification to the Instructions to Vendors Submitting Bids (First Page). Replace original first page with attached.

Pre-Bid Meeting is scheduled for Thursday, April 30, 2015 at 10:00am EST, with interested vendors meeting in the lobby of the WVDHHR office at 321 Capitol Street (One Davis Square), Charleston, WV 25301. Attendance is not mandatory.

Technical Questions deadline remains May 5, 2015 by 3:00pm EST.

Bid Opening Date and Time remains May 20, 2015 at 1:30pm EST.

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

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

Thursday, April 30, 2015, beginning at 10:00am

WVDHHR
321 Capitol Street
One Davis Square
Charleston, WV 25301

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 person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR1500000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

MAHANTECH CORP

Company

Chang A. V. S.

Authorized Signature

05/20/2015

Date

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

Revised 6/8/2012

SOLICITATION NUMBER: CRFQ 0511 HHR1500000008

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #2 issued to provide information for interested vendors to use to participate, by conference call-in, in the Non-Mandatory Pre-Bid Meeting scheduled for Thursday, April 30, 2015 at 10:00am.

Vendors may dial 1-866-453-5550, and use participant code 8252429#.

No verbal representations made at the meeting are contractually binding. All questions regarding the solicitation should be submitted to the Buyer by the Technical Questions deadline, to be answered by formal addendum.

Technical Questions deadline remains May 5, 2015 by 3:00pm EST.

Bid Opening Date and Time remains May 20, 2015 at 1:30pm EST.

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR150000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

MAHANTECH CORP

Company



Authorized Signature

05/20/2015

Date

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

SOLICITATION NUMBER: CRFQ 0511 HHR1500000008

Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #3 issued to provide a copy of the Non-Mandatory Pre-Bid Meeting Sign In Sheet and to provide Answers to Technical Questions submitted.

Bid Opening Date and Time remains May 20, 2015 at 1:30pm EST.

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

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TECHNICAL QUESTIONS & ANSWERS

Question#1: Are submittals to be submitted online and in person delivery?

Answer#1: ("submittals" interpreted as responses to the solicitation): Acceptable methods of delivering bids in response to this solicitation are detailed in Section 6, Bid Submission, of the Instructions to Vendors Submitting Bids document included as an attachment to the Centralized Request for Quotation (CRFQ), and include: electronic submission via WVOasis, hand delivery, delivery by courier, or facsimile. There is no requirement to submit both online AND in person. Neither is submitting two ways prohibited. However, if submitting by two separate means, it is preferred bidders indicate which bid supersedes the other(s) if they differ.

Question#2: If this is a service that is currently under contract, could you provide the historical annual spend?

Answer#2: There is no current blanket contract for Information Technology (IT) staffing services. No records of annual spend are available.

Question#3: Could you please provide the bid tab from the previous bid results, as well as, the current pricing and vendors you are contracted for each job classification?

Answer#3: The last time a blanket contract for IT staffing services was bid out was in 2010. The bids received from that solicitation are available for review at:

<http://www.state.wv.us/admin/purchase/Bids/FY2010/BO20100120.html>

ITECH10 was cancelled in June of 2013, and in the interim, only individual contracts for specific staffing needs have been processed. Some of the classifications listed in this CRFQ do not have current contracts. Current pricing and vendor information is unavailable at this time.

Question#4: We understand that we need to submit the below in response to this RFQ. Kindly let us know if we need to submit anything else.

- Our response to Sections 3.1 and 3.2 under Qualifications
- Signed Vendor Preference Certificate
- Signed and Notarized Purchasing Affidavit
- Pricing- Hourly Rates

Answer#4: To clarify the instructions for submitting bids, as related to each of these items:

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- Documentation supporting a bidder's meeting the Qualifications requirements is **preferred** with the bid, but is only **required** prior to award
- Vendor Preference, is requested, must be requested **with the bid**; bidders should carefully examine the form to insure they are requesting the appropriate preference; a bidders requesting an inapplicable or inappropriate preference on the form is grounds for denying the application of the preference;
- The signed and notarized Purchasing Affidavit is **preferred** with the bid, but only required prior to award;
- Vendors must provide their bid pricing with their bid

Otherwise, bidders should follow the instructions provided with the CRFQ. Bidders having difficulties with attaching documents when trying to submit electronically through WVOasis should contact the WVOasis Help Desk at (304)558-6708.

Question#5: We have learnt that AC COY CO LP, CDI CORP, and PLANET TECHNOLOGIES INC are currently providing the services though there is no blanket contract in place. Kindly let us know if there are any other vendors and share the relevant information.

Answer#5: The Purchasing Division is also aware of individual current contracts for similar services with Global Science and Technology and Fenwick Technologies Inc.

Question#6: Are these vendors currently supporting given any preference?

Answer#6: No. Any vendor may qualify for and request the preferences noted on the Vendor Preference Certificate, but no automatic preferences are applied.

Question#7: What is the anticipated contract value?

Answer#7: The State does not reveal budgetary information as part of the solicitation process. The quantities provided in the Pricing Pages are estimates for annual usage, but no guarantee of actual usage is implied.

Question#8: How much travel is anticipated for the work under this contract?

Answer#8: All costs associated with any travel must be incorporated into the vendor's bid. It is anticipated that most work under this contract will occur under direct Agency supervision in the metro Charleston, WV area, as these are the home office areas for the two primary Agency sponsors of this solicitation. However, the awarded contract(s) will be available for use by ALL State Agencies, meaning candidates could need to be supplied for State Agencies located anywhere within the State.

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Question#9: Is there any local preference given to vendors who are certified as a small, women-owned, or minority-owned business?

Answer#9: Per the Vendor Preference Certificate attached to the CRFQ, the small, women-owned, or minority-owned business (SWAM) preference is applicable to nonresident vendors only. Vendors requesting a SWAM preference will receive the highest preference applicable to a resident vendor when comparing bids.

Question#10: Can you please explain to us when the Vendor preference would be considered? Is it at the time of awarding contracts resulting from this RFQ or is it applicable for the selection of the resources when the need arises?

Answer#10: Award will be made to up to six (6) vendors for each classification, with the lowest vendor for each classification receiving the first priority for providing that classification during the life of the contract, the second lowest receiving the second priority, and so on. Vendor preference will be compared between bids for each classification in evaluating and determining how that priority of award is established. Thus, a vendor may be given lower priority whose raw bid (ie, without the application of any appropriately requested and applied preference) is higher than another's. Application of the vendor preference is only applied at the time of awarding resulting contracts.

Question#11: We are an M/WBE certified firm based in Tampa, Florida. As we are non-residents, do we need to apply for M/WBE certification from the State of West Virginia? (If yes, please let know to the earliest possible so that we can apply for it).(sic)

Answer#11: To receive non-resident SWAM vendor status, a vendor must register for such with the State Purchasing Division **prior to contract award**. The Vendor Preference Certificate indicates that a vendor who expects to be certified prior to contract award can request this type of preference. Approval of the certification must be approved prior to contract award, though.

Question #12: How many vendors with the Vendor preference will be selected?

Answer#12: Vendor preference is not relevant to the number of contracts awarded. Award will be made to a maximum of six (6) vendors per classification, from first priority to at most sixth. Appropriately requested and applied vendor preference will only be used to determine priority of award, so it could possibly mean the difference between a sixth (ie, maximum possible ranking) priority vendor being awarded a contract and seventh not being awarded a contract.

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Question#13: We understand that we need to submit pricing for the base year as well as 3 renewals. When submitting online through WVOASIS how do we give different prices for base year and 3 renewals for each of the classifications? I'm referring to the Tab1 - Respond to Lines under My response (Online submission via WVOASIS). Also what should we enter for the "Delivery Days" mentioned under Tab 1?

Answer#13: Pricing is firm for the life of the contract, including any optional renewal years. Inclusion of a price adjustment provision in a vendor's bid may be grounds for disqualification of the bid. The "Delivery Days" field in WVOasis (ie, when submitting a bid electronically) is a systemically required field, but any data entry is acceptable. The field is not evaluated as part of evaluation of the bids. (For example, entering "0" is no different for bid evaluation purposes than entering "1," "10," "100," "14," etc.)

Question#14: Under General Terms and Conditions - #6 Pricing: #6 specifically states "inclusion of price adjustment provisions in its bid"....."without authorization"....."may result in bid disqualification." Does the State want quotes submitted supporting Year's 1 through 4, or just one rate supporting all four years?

Answer#14: See answer #13. The State is requesting one rate supporting all four years.

Question#15: General question – Will other State Agencies outside of DHHR and OMIS be able to use this IT Staffing agreement for contingent labor hiring?

Answer#15: Yes. The awarded contracts will be "statewide contracts," meaning they will be available for use by all State of WV Agencies and political subdivisions. Note: OMIS is a subordinate Office to DHHR (Office of Management Information Services is a political subdivision of the WV Department of Health and Human Resources). The other main sponsoring Agency of this Statewide Contract is the WV Office of Technology within the WV Department of Administration.

Question#16: (Specification Document) If a company currently has resources supporting the State under any of the "classifications" listed in the specification section, will these resources migrate to this new agreement at the end of their current PO term? If so, will the rates we submit under this RFQ then apply to the new term of their assignment with the State?

Answer#16: Any contract under which a vendor might be providing the services covered by this solicitation is distinct and separate from any contract(s) resulting from this solicitation. There would, then, be no automatic "migration" of "resources." If and how Agencies currently being provided the type of services covered by this contract wish to prolong or extend extant services will be entirely at the discretion of the Agency. However, by regulation, State Agencies are required to use extant Statewide Contracts. The rates submitted "under this RFQ" certainly apply to any delivery orders issued under the contract(s) awarded as a result of this solicitation.

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Question#17: General Question – If a company has an existing employee working for the State and they have reach the end of their PO term. Will the State have the ability to renew this resources under the new agreement with the company providing them? Or will the State be required to send the solicitation to the low bidder to fill from this solicitation award?(sic)

Answer#17: Any contract under which a vendor might be providing the services covered by this solicitation is distinct and separate from any contract(s) resulting from this solicitation. State Agencies utilizing the contract(s) awarded as a result of this solicitation must follow the ordering procedures provided for therein, which specifically include contacting the first priority contract vendor first, and so on.

Question#18: For this convenience type RFQ, how many resumes would WVHHR prefer to have submitted in a proposal?

Answer#18: There is no specific requirement for resumes to be submitted with a vendor's bid. However, to meet the minimum requirement for award covered by Qualifications requirement Section 3.2, a vendor must be able to document, **prior to award**, that they have provided at least six (6) of the 28 listed classifications within the past five (5) years. The preferred documentation includes the names and contact information for the **entities to which the classifications were supplied** (not necessarily the name of the individual(s) supplied). In order to demonstrate that they have provided an individual meeting the requirements of the classification, though, vendors may be required to provide a resume for the individual supplied. This information can be included with the vendor's response, but if not included, may be requested by the Purchasing Division to confirm qualifications.

Question #19: May we quote not-to-exceed rates with the understanding that individual candidates submitted at the time of the Agency's request for staff? (read as, ..."with the understanding that individual candidates submitted at the time of the Agency's request for staff may be provided for less than the bid rate")

Answer#19: All bids are considered "not-to-exceed" rates, ie, the **maximum** charge allowed by the vendor. The rate included with the bid will be the amount upon which the determination for award is made, and will thus be the determining factors in the priority of award a vendor will receive for each classification. Vendors are not prohibited from later charging the user Agency less for any classification, but doing so will not affect priority order in any manner.

Question#20: Must a bidder respond to all titles/classifications?

Answer#20: There is no requirement for a bidder to bid all classifications.

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Question#21: Are the positions included in the RFQ currently held by incumbents?

Answer#21: The Purchasing Division is aware of extant contracts for some of the positions.

Question#22: What is meant by Section 4.2.7 "Successful vendor having the first priority contract for any classification"? Aren't all approved vendors offered the opportunity to submit candidates when a request for staff is released?

Answer#22: Only up to six (6) priority ranked contracts will be awarded, from lowest bidder to sixth lowest (maximum). The "first priority contract" is the contract awarded to the lowest bidder for the classification. This solicitation is not merely an exercise in "pre-approving" vendors, nor will the resulting contract be one of secondary bidding. Vendor awarded the first priority contract for each classification for having provided the lowest bid and met all of the Qualifications and other award requirements, will have the "right of first refusal" of the opportunity to provide a qualifying candidate at the time of each request.

Question#23: Payment terms are clear, what are the invoicing terms? Weekly, bi-weekly, etc.?

Answer#23: Successful vendors may invoice no more frequently than weekly, and no less frequently than quarterly? However, vendors may be asked to generate *ad hoc* invoices by the user Agency to comply with fiscal year closeout requirements.

Question#24: Could you please tell us, you required only cost proposal? No need any technical proposal? (sic)

Answer#24: Correct. This is a Request for Quotation, not a Request for Proposal. Bidders should carefully review the Specifications and Instructions to Vendors Submitting Bids and General Conditions to examine what is required to be submitted. Also, see Answer #1.

Question#25: What is the evaluation criteria? (sic)

Answer#25: See Contract Award section of the Specifications. Awards will be made based solely on bid amounts from vendors who meet the bid requirements.

Question #26: Are we correct in understanding that there is no Technical response required to this RFQ?

Answer#26: See Answer #24.

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Question#27: Are we supposed to complete and submit only the forms provided in the RFQ?

Answer#27: See Answers #1, #4, #18, #24 and #26, plus the Instruction to Vendors Submitting Bids, Specifications and General Conditions documents included with the CRFQ. Questions regarding how to submit a bid are not considered "Technical" in nature, and thus may be addressed to the Purchasing Division Buyer at any time (ie, beyond the 5/4/2015 deadline for technical questions) and by any means. Contact the WVOasis Help Desk, though, for questions regarding how to submit or attach documents to a bid online (304)558-6708.

Question #28: Do we sign and return all the addendums to this RFQ or can we submit only the last addendum?

Answer#28: A single Addendum Acknowledgement is sufficient to satisfy the requirement that successful vendor's acknowledge having receive every addendum, if the Acknowledgement is completed correctly by the vendor.

Question#29: Please can you advise if we have to complete the contract section and advise on the performance bond amount?

Answer#29: (assumes that "contract section" refers to #3 of the General Terms and Conditions for "Contract Term"). There is a slight error on the original General Terms and Conditions document included with the CRFQ; the "Term Contract" check box should have been checked on #3, Contract Term (please consider this box to be checked for all intents and purposes). There is no requirement on this solicitation for vendors to submit any type of Bonds. The boxes are intentionally unchecked on the General Terms and Conditions document.

Question#30: Under the Insurance and Licenses of 'Instruction to Vendors' are we supposed to complete some information or we can only sign at the end and return the Form? (sic)

Answer#30: The Insurance and License(s)/Certifications/Permits sections are in the General Terms and Conditions. There is nothing to "complete" in these sections. There are no License(s)/Certifications/Permits requirements for bidding on this solicitation. There is a requirement for the successful vendor(s) to demonstrate proof of coverage of at least \$1,000,000.00 in Commercial General Liability insurance. The certificate must be signed, bear a future expiration date, and name the Agency or the State of WV as a certificate holder. As a requirement for the successful vendor(s), the document is NOT required with the bid, but may be included at the vendor's discretion.

Question#31: If we are not claiming the Vendor Preference, do we still submit the Vendor Preference Form?

Answer#31: The Vendor Preference Form is required only if requesting a vendor preference.

Question#32: There are three forms Final_CRFQ_0511_HHR1500000008_1_CRFQ_FORM, Final_CRFQ_0511_HHR1500000008_2_CRFQ_FORM and

CRFQ 0511 HHR150000008
Information Technology Staffing Services

Final_CRFQ_0511_HHR150000008_3_CRFQ_FORM. Please can you advise if we are supposed to complete and send all three or the last form would suffice?

Answer#32: The fifth element of this assembled document number (eg, the “_1_”, “_2_”, or “_3_” following “HHR150000008”) indicates the “Version” of the CRFQ form/document. Upon issuance of Addendum #3, there should appear a newer Version with the number “4” in addition to those referenced in this question. Vendors should use the most current Version (ie, the highest numbered Version) as their Pricing Page when submitting a bid on paper. This would insure that any changes to the Pricing Pages incorporated by Addendum would be included in a vendor’s bid. However, there have been no such changes to the Pricing Page structure by addendum thus far (ie, by Addendum #3/Version 4), so the use of any of the four printed forms would suffice. There is no requirement to submit all three (or four) forms.

Question#33: On the CRFQ form are we supposed to only fill the ‘Unit Price’ and ‘Total Price’ corresponding to the hours mentioned or do we submit the information online with only the Unit price?

Answer#33: These instructions are clearly provided in Section 5.2 of the Specifications. If responding on paper, “Bidders...should download and print a hard copy of the wvOasis Pricing Pages and provide as the Unit Price their Hourly Rate; then, they should multiply the bid Unit Price by the Quantity (Qty), which is the Estimated Hours, to calculate the Total Price for each Commodity Line (ie, each Classification). If bidders are submitting electronically through wvOasis, the calculation of Quantity times Unit Price and all summation totals are done automatically.” Thus, the answer depends on the manner in which a vendor chooses to submit their bid, on paper or electronically. Please note #14, Unit Price, of the Instructions to Vendors Submitting Bids.

Question#34: Please can you advise on the delivery days? Does the state mean the delivery days for the contractor whom the supplier will provide to the state?

Answer#34: “Delivery Days” is a required field when responding electronically in WVOasis. See Answer #13. The field has no relevant meaning; any numerical answer is satisfactory.

Question#35: Are we also supposed to send any sample resumes for the categories we are submitting a quote for?

Answer#35: See Answer #18. No resumes are specifically required at the time of bidding. Bidders may be required to present them to document that they meet the basic Qualifications requirement. Successful Vendors must provide them to the end user Agency when responding to a request for staffing to demonstrate that prospective candidate meets the classifications requirement.

Question#36: How many awards is the state looking to make as a result of this RFQ?

Answer#36: This question is clearly addressed in Section 5.1 of the Specifications. At most six (6) contracts will be awarded for each classification.

CRFQ 0511 HHR150000008
Information Technology Staffing Services

Question#37: Is there any preference for Out of State certified MBEs?

Answer#37: The available preferences for vendors are clearly indicated in the Vendor Preference Certificate. See Answers #4, #6, #9-#12, and #31.

Question#38: Do we attach a cover letter to this RFQ? In the attachments fields what information is the agency expecting see from the suppliers?

Answer#38: A cover letter is not required, but may be included at the vendor's discretion. The latter question is interpreted as "what should vendors attach to their online bid responses?" If responding online, vendors wishing to include any of the forms, certificates or other documentation should do so by scanning the documents and attaching them as "Standard" type of attachments in WVOasis. Per #30, Disclosure, of the General Terms and Conditions, simply choosing the "Proprietary" attachment type when responding in WVOasis is not sufficient grounds for exempting a vendor's response from public disclosure.

Question#39: Besides the quote is the state also looking at some marketing material to evaluate the supplier's credentials?

Answer#39: No marketing material is required, but vendors may include whatever documentation they feel is necessary to document their meeting any of the CRFQ's requirements.

Question #40: Are there any references required by the state for the suppliers bidding on this RFQ? If yes what details are expected for the references?

Answer#40: Though not specifically named as "references," the documentation preferred from vendors to demonstrate they meet the Qualifications requirements of Section 3.2 of the Specifications (ie, the name and contact information of the entity to whom they supplied the six qualifying classifications in the past five years) could be considered "references."

Question#41: Does the requirement for "providing similar information technology staffing services" refer to providing to the State of WV or providing those services in general? If Vendor has a team of subcontractors, can Vendor use the qualifications of the subcontractors to meet the requirements of the RFP?

Answer#41: (In reference to the Qualifications requirements of the CRFQ, Section 3.1) 3.1 Staffing services provided by the vendor which qualify the vendor for award may have been to any entity, and do not have to have been provided to the State of West Virginia. Vendors may use the documented experience of a subcontractor to meet the qualifications requirements of this solicitation, but only if a) the subcontractor acted as a subcontractor to the Vendor when the services were provided for which the experience is being claimed; AND b) the Vendor specifically describes the role which the subcontractor will serve to fulfill the Vendor's responsibilities under the awarded Contract. It is strongly preferred that, were a vendor to opt to

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Information Technology Staffing Services

adopt a subcontractor's experience or qualifications, that they include this required documentation in their response (ie, with their bid); but, it will be required prior to award.

Question#42: **4.1.1 through 4.1.28** – On the Final_CRFQ_0511_HHR150000008_1_CRFQ_FORM there are various quantities of hours listed for different positions. What is the reason for that?

Answer#42: The statement is true for all Versions of the CRFQ form. The hours listed (ie, the Quantities) are estimated quantities only, used only for evaluating bids. Actual quantities ordered during the life of the contract may vary.

Question#43: **4.2.3 & 8** – Will any potential travel requirements be disclosed when the Agency notifies Vendor of the staffing need?

Answer #43: See Answer #8. Any requirements for travel should be included in the Agency's "assignment/project-specific requirements" as outlined in the Ordering Procedure language of Section 4.3.1 of the Specifications. Vendor may not charge the user Agency for any travel expenses under this contract.

Question#44: **4.2.4** – What is meant by "the state and federal standards"?

Answer#44: The section of specifications is meant to cover any project-specific informational requirements. If the project concerns a State or Federal funded project for which there is any additional required information, the Vendor must provide it, but not information which is outside any State or Federal privacy standard. For example, if the project required that the candidate be a licensed driver, the vendor would need to acquire and supply the necessary credentials for the candidate (ie, the Agency would not have to acquire it directly), as long as sharing the credentials of the candidate were within the guidelines and standards applicable to the project (and the Contract as a whole).

Question#45: **4.2.10** – Does this mean the Agency can go to any Vendor to replace a cancelled Delivery Order without following the hierarchy of highest to lowest priority?

Answer#45: The question lacks specificity. However, nothing in Section 4.2.10 of the Specifications indicates that the Agency can "go to any Vendor." The Agency is relieved of the Ordering Procedure requirement that they contact vendors from first priority to lower, **if they had contacted them previously**. For example, if the Priority 1 and 2 vendors could not provide the classification, but Priority 3 confirmed they could and was issued a delivery order which was, then, later cancelled, the Agency does not have to wait to contact the Priority 1, 2 or 3 vendors again to replace the employee. It is not written so that they can "go to any Vendor." They can proceed to the "next" vendor in priority if they so choose, retaining the waivers and contact

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Information Technology Staffing Services

information from the original delivery order. Or, of course, they can start the process over again, in which case they would follow the standard Ordering Procedures for the new delivery order.

Question#46: 4.3.1 – Will funding for the positions be pre-approved when the Agency notifies Vendor of the staffing need?

Answer#46: The “Funding” terms of the General Terms and Conditions (#13) applies to each issued Delivery Order (at the time of its issuance).

Question#47: What is the expected turnaround time for Vendor to receive a Delivery Order after the Agency chooses the candidate?

Answer#47: Each Agency’s delivery order processing time will vary, based on their aptitude with the ordering system, their internal controls procedures, etc. There is no expectation in this regard. Moreover, delivery orders resulting from this contract will be issued as Agency Delivery Orders and Centralized Delivery Orders (the latter of which require approval by the State Purchasing Division).

Question#48: If a candidate is no longer available because of delays in the issuance of a delivery order, will the vendor be given an opportunity to fill the position with another candidate?

Answer#48: If the delivery order is issued more than 30 calendar days after the Agency chooses the candidate (provided there are no delays caused by the vendor), the vendor is not required to provide the original candidate, but may seek the Agency’s approval of a replacement candidate having the same or better qualifications as the originally selected candidate. However, a vendor’s inability to provide a qualified, Agency-approved replacement for the originally selected candidate within two (2) business days of the approval of the delivery order will also allow the Agency the option to either a) immediately cancel the delivery order, and then follow the procedures for reissuance covered by Section 4.2.10 (see Answer #45), or b) allow the vendor as much more time as the Agency wishes to provide the replacement.

Question#49: Will Delivery Orders be issued for a duration of more than 12 months?

Answer#49: The “Delivery Order Limitations” language under #3, Contract Term, of the General Terms and Conditions answers this question, which states, “In the event this contract permits delivery orders (which it does), a delivery order may only be issued during the time the Contract is in effect. Any delivery order issued within one year of the expiration of this Contract (which means, by virtue of the first sentence, any delivery order issued) 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.” Thus, no Delivery Order can be issued which has a duration in

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Information Technology Staffing Services

excess of one year. Nor may a delivery order be extended (ie, by Change Order, see Answer #50), to an end date in excess of one calendar year beyond the current expiration date of the Contract from which it was issued.

Question#50: What is the process for renewing/extending existing Delivery Orders?

Answer#50: No Delivery Order will be issued without a specific project scope of work, meaning no Delivery Order will be issued for an "open-ended" quantity of hours. Thus, Delivery Orders will not be issued with language that will allow for a standard renewal. However, the Agency may request a change order to any Centralized Delivery Order for various reasons including, but not limited to, extensions of the end date or increases in the quantity of hours (Agency may approve and issue their own change orders for Agency Delivery Orders, but no change order to an Agency Delivery Order may cause the total of the Agency Delivery Order to exceed \$25,000.00).

Question#51: 5.1 – After award, if a vendor is disqualified in a particular classification for any reason, will another vendor be added to that classification?

Answer#51: No.

Question#52: 7.0 – Some agencies have a history of slow payments for their accounts payable. Will there be any special payment terms for this contract?

Answer#52: There will be no special payment terms for this contract.

Question#53: 9.4 – 9.5 – When will the Agency provide the Vendor with their Security Protocols and Procedures?

Answer#53: Agency should include this type of information in the Agency's "assignment/project-specific requirements" as outlined in the Ordering Procedure language of Section 4.3.1 of the Specifications.

SIGN IN SHEET

Request for Proposal No. HAR1548

PLEASE PRINT

Date: 4-30-15

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME **MAILING ADDRESS** **TELEPHONE & FAX NUMBERS**

Company: <u>AC Cay</u>		PHONE <u>724-820-1868</u>
Rep: <u>Vocco</u>		TOLL FREE
Email Address: <u>John@accay.com</u>		FAX
Company: <u>Manhantech</u>		PHONE <u>304-720-2246</u>
Rep: <u>Charina Arjuna</u>		TOLL FREE
Email Address: <u>CArjuna@manhantech.com</u>		FAX
Company: <u>Amzur Tech.</u>		PHONE <u>813 600-4060</u>
Rep: <u>Jelicia Ivaturi</u>		TOLL FREE <u>X130</u>
Email Address: <u>Jelicia.Ivaturi@Amzur.com</u>		FAX
Company: <u>Next Generation Tech</u>		PHONE <u>847-454-0900</u>
Rep: <u>Nirmal D</u>		TOLL FREE <u>X257</u>
Email Address: <u>NDeonzttechinc.com</u>		FAX
Company: <u>Next Generation Tech</u>		PHONE <u>312-304-0564</u>
Rep: <u>Peter Mauro</u>		TOLL FREE
Email Address: <u>pmauro@encore.com</u>		FAX

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SIGN IN SHEET

Page 3 of 3

Request for Proposal No. HHK1548

PLEASE PRINT

Date: 4-30-15

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

*via
callin*

Company: <u>Infotree service</u>	PHONE <u>734 446-7070</u>
Rep: <u>Herit Paul</u>	TOLL FREE
Email Address: <u>apaul@infotreeservice.com</u>	FAX
Company: <u>WVDHHR</u>	PHONE <u>302-558-5849</u>
Rep: <u>Lesia D Mercer</u>	TOLL FREE
Email Address: <u>Lesia.d.mercer@wv.gov</u>	FAX
Company: _____	PHONE
Rep: _____	TOLL FREE
Email Address: _____	FAX
Company: _____	PHONE
Rep: _____	TOLL FREE
Email Address: _____	FAX
Company: _____	PHONE
Rep: _____	TOLL FREE
Email Address: _____	FAX

SIGN IN SHEET

Page 1 of 3

Request for Proposal No. HHK1548

PLEASE PRINT

Date: 4-30-15

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>FENNICK Technologies</u> Rep: <u>MARK BEACOM</u> Email Address: <u>Mark.Beacon@FENTECH.com</u>	<u>405 CAPITAL ST. # 608</u> <u>CHAS WV 25301</u>	PHONE <u>304 720 5151</u> TOLL FREE <u>x245</u> FAX <u>304.720.3257</u>
Company: <u>CDI Corp.</u> Rep: <u>Rob Strickland</u> Email Address: <u>Robert.Strickland@CDICORP.COM</u>		PHONE TOLL FREE FAX
Company: <u>DHHR - MIS</u> Rep: <u>Connie Oswald</u> Email Address: <u>Connie.S.Oswald@wv.gov</u>		PHONE <u>304-558-9195</u> TOLL FREE FAX
Company: <u>DHHR - MIS</u> Rep: <u>Donna McCormick</u> Email Address: <u>Donna.L.McCormick@wv.gov</u>		PHONE <u>304-558-8825</u> TOLL FREE FAX
Company: <u>WVDT (DOR)</u> Rep: <u>Melanie Lopez</u> Email Address: <u>melanie.l.lopez@wv.gov</u>	<u>Bldg 5, 1900 Kanawha Blvd</u> <u>Charleston, WV</u>	PHONE <u>304-957-8158</u> TOLL FREE FAX

via
conf.
call

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR150000008

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

MAHANTECH CORP

Company

Chang An

Authorized Signature

05/20/2015

Date

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

Revised 6/8/2012

SOLICITATION NUMBER: CRFQ 0511 HHR1500000008

Addendum Number: 4

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #4 issued to modify the the Qualifications Section 3.2, per the attached:

Bid Opening Date and Time remains May 20, 2015 at 1:30pm EST.

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ 0511 HHR1500000008
ADDENDUM #4

Please revise the Specifications document by replacing any and previous versions of Section 3.2 of the Qualifications with the following:

- 3.2** Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of five (5) individuals in any one or more of the 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, bidders may include this documentation with their bid.

SOLICITATION NUMBER: CRFQ 0511 HHR1500000008

Addendum Number: 5

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum #5 issued to modify the specifications, per the attached:

Bid Opening Date and Time remains May 20, 2015 at 1:30pm EST.

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ 0511 HHR1500000008
ADDENDUM #5

Please revise the Specifications document by adding the following, as Section 4.4.2 of the Specifications:

- 4.4.2 In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, Vendor and any candidate they provide may be required to sign the HIPAA/Business Associate Addendum with an Appendix 1, which indicates the specific Protected Health Information (PHI), specifically written for the project for which the Agency is requesting the candidate, prior to issuance of any delivery order. A copy of the form (without the specific PHI in Appendix 1) is available on the website referenced in the Confidentiality term. The HIPAA/Business Associate Addendum is **not** required for award of the Contract.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR1500000008

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

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

Addendum Numbers Received:

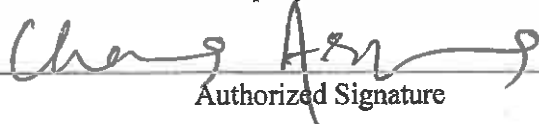
(Check the box next to each addendum received)

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

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

MAHANTECH CORP

Company



Authorized Signature

05/20/2015

Date

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

Revised 6/8/2012



MAHACOR-01

SKERNS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/18/2015

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 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 Ramsey Insurance Agency, Inc. 340 MacCorkle Ave. SE Charleston, WV 25314	CONTACT NAME: Susan Kerns PHONE (A/C, No, Ext): (304) 925-6789 FAX (A/C, No): (304) 925-0149 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Hartford Casualty Insurance Co</td> <td style="border: none;">29424</td> </tr> <tr> <td style="border: none;">INSURER B : Sentinel Ins Co</td> <td style="border: none;">11000</td> </tr> <tr> <td style="border: none;">INSURER C : Hartford Fire</td> <td style="border: none;">19682</td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Co	29424	INSURER B : Sentinel Ins Co	11000	INSURER C : Hartford Fire	19682	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Hartford Casualty Insurance Co	29424														
INSURER B : Sentinel Ins Co	11000														
INSURER C : Hartford Fire	19682														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Mahantech Corp 5003 Venable Avenue Charleston, WV 25303															

COVERAGES**CERTIFICATE NUMBER:****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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		40SBAVQ9116	07/20/2014	07/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			40UECHY5974	07/20/2014	07/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			40SBAVQ9116	07/20/2014	07/20/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	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/A	40WECBQ9317	04/17/2015	04/17/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Tech E&O			40SBAVQ9116	07/20/2014	07/20/2015	Errors & Ommis 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E/L Broad form coverage is included under Workers Compensation Policy. Technology Errors and Omissions Liability is written on claims first coverage form. Retroactive date 7/20/2001 and \$10,000 retention each "Glitch" applies

CERTIFICATE HOLDER**CANCELLATION**

State of West Virginia
 State Capitol Complex
 Charleston, WV 25305

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

Susan Kerns

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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 for four (4) years immediately preceding the date of this certification; 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 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who 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 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 employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this 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.

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) reject the bid; 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.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), 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: 05/18/2015

Title: PRESIDENT

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: *Chang Aring* Date: 05/18/2015

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 18 day of MAY, 2015.

My Commission expires April 16, 2024

AFFIX SEAL HERE

NOTARY PUBLIC *Robin M. Miles*

