



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 986667

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: COGENT INFOTECH CORPORATION

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000122

Published Date: 2/24/22

Close Date: 3/3/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 986667  
**Solicitation Description:** ADDENDUM NO\_1 WVDOT IT Temporary Staffing Services(81220053)  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-03 13:30	SR 0803 ESR0303220000005324	1

**VENDOR**  
 000000174943  
 COGENT INFOTECH CORPORATION

**Solicitation Number:** CRFQ 0803 DOT2200000122  
**Total Bid:** 0  
**Response Date:** 2022-03-03  
**Response Time:** 10:11:44  
**Comments:** Response - Cogent Infotech Corporation- all forms and required information  
 Pricing Page Exhibit A (81220053)

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Mainframe Application Analyst				0.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:**

**Extended Description:**

Senior Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Mainframe Application Analyst				0.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:**

**Extended Description:**

Mainframe Application Analyst

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Application Oracle Database Administrator				0.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:**

**Extended Description:**

Senior Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Application Oracle Database Administrator				0.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:**

**Extended Description:**

Application Oracle Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application DB2 Database Administrator				0.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:**

**Extended Description:**

Senior Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Application DB2 Database Administrator				0.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:**

**Extended Description:**

Application DB2 Database Administrator

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	PC Programmer Analyst				0.00

Comm Code	Manufacturer	Specification	Model #
80111609			

**Commodity Line Comments:**

**Extended Description:**

PC Programmer Analyst



## CENTRALISED REQUEST FOR QUOTE



Centralised Request For Quote  
CRFQ 0803 DOT2200000122  
WVDOT IT Temporary Staffing  
Services (81220053)

### PROPOSED TO:

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

### PROPOSED BY:

Justin Acord, Executive Vice President  
Cogent Infotech Corporation  
701 Cox Road, Suite 285, Glen Allen, VA 23060  
Phone: (412) 889-7700  
Fax: (412) 774-1515  
Email: justin.acord@coagentinfo.com

**DUE DATE:**  
**MARCH 3, 2022**  
**1:30 PM PST**

## Table of Contents

SPECIFICATIONS.....	3
TERMS AND CONDITIONS.....	17
CRFQ FORM- ADDENDUM NO 1.....	18
CRFQ FORM .....	19
DISCLOSURE OF INTERESTED PARTIES TO CONTRACTS .....	20
PURCHASING AFFIDAVIT .....	21
ADDENDUM ACKNOWLEDGEMENT FORM .....	22



**SPECIFICATIONS****REQUEST FOR QUOTATION**  
**WVDOT Information Technology Temporary Staffing Services (81220053)****SPECIFICATIONS**

**1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Transportation (WVDOT) to establish multiple open-end contracts for information technology temporary technical staffing services. This contract shall cover for the following position classifications:

1. Senior Mainframe Application Analyst
2. Mainframe Application Analyst
3. Senior Application Oracle Database Administrator
4. Application Oracle Database Administrator
5. Senior Application DB2 Database Administrator
6. Application DB2 Database Administrator
7. PC Programmer Analyst

The position classifications listed above are to provide for the technical expertise to meet the contracted staffing needs for all entities within the West Virginia Department of Transportation for support of the department's IT efforts. These services would be used to develop modifications and enhancements to the computer systems for the end-user State agency, as well as mentor, provide technical training and support and provide "shadowing" opportunities for State analysts, among other tasks as defined by the end-user State agency on its Delivery Order for the services.

Though 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 - DB2 and VSAM. Client server- Visual Studio, both Microsoft SQL Server and Oracle databases. At times, these Agencies require additional technical expertise and support to accomplish specific project goals for these systems. Currently our main need is for assistance with the mainframe environment.

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

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

Revised 12/12/2017

REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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- 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 “DB2”** means IBM’s DB2 database software.
- 2.5 “VSAM”** means Virtual Storage Access Method which is used for IBM’s mainframe computer system.
- 2.6 “Oracle”** is an object-relational database developed by Oracle Corporation.
- 2.7 “Microsoft SQL Server”** is a relational database developed by Microsoft.
- 2.8 “Visual Studio”** is a source code editor that runs on the Windows operating system for personal computers.
- 2.9 “.NET”** means Microsoft’s .NET or .NET Framework software.
- 2.10 “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, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1. Vendors shall be in business a minimum of five (5) years, providing similar information technology services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.
- 3.2. Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid.

Revised 12/12/2017

REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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#### 4. MANDATORY REQUIREMENTS:

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

##### 4.1.1 Senior Mainframe Application Analyst:

**4.1.1.1** Senior Mainframe Application Analyst must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of five (5) years of equivalent work experience required.

**4.1.1.2** Senior Mainframe Application Analyst must have a minimum of five (5) years of Mainframe Application development experience using COBOL, CICS, and JCL.

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

**4.1.1.4** Senior Mainframe Application Analyst must have a minimum of five (5) years of Analysis and Design experience.

**4.1.1.5** Senior Mainframe Application Analyst must have a minimum of three (3) years of experience as a lead analyst or in a senior analyst role.

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

##### 4.1.2 Mainframe Application Analyst:

**4.1.2.1** Mainframe Application Analyst must have a minimum of three (3) years of Mainframe Application development experience using COBOL, CICS and JCL.

**4.1.2.2** Mainframe Application Analyst must have a minimum of three (3) years of Relational Database experience.

Revised 12/12/2017

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REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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**4.1.2.3** Mainframe Application Analyst must have a minimum of three (3) years of Analysis and Design experience.

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

**4.1.3 Senior Application Oracle Database Administrator:**

**4.1.3.1** Senior Application Oracle Database Administrator must be an Oracle Database Administrator Certified Professional.

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

**4.1.3.3** Senior Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of six (6) years of equivalent work experience.

**4.1.3.4** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an Oracle database.

**4.1.3.5** 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).

**4.1.3.6** 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.

**4.1.3.7** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.

**4.1.3.8** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.

Revised 12/12/2017

**REQUEST FOR QUOTATION**  
**WVDOT Information Technology Temporary Staffing Services (81220053)**

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- 4.1.3.9** Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.
- 4.1.3.10** Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience with the utilization and administration of Oracle Warehouse Builder.
- 4.1.3.11** Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.

**4.1.4 Application Oracle Database Administrator:**

- 4.1.4.1** Application Oracle Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of Oracle database systems.
- 4.1.4.2** 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 a minimum of three (3) years of equivalent work experience.
- 4.1.4.3** Application Oracle Database Administrator must have a minimum of two (2) years of experience in providing connectivity to an Oracle Database.
- 4.1.4.4** 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).
- 4.1.4.5** Application Oracle Database Administrator must have a minimum of two (2) years in optimizing SQL execution for Oracle SQL procedures, functions, packages, and triggers.
- 4.1.4.6** 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.
- 4.1.4.7** 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.

Revised 12/12/2017

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REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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**4.1.5 Senior Application DB2 Database Administrator:**

- 4.1.5.1 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of DB2 database systems.
- 4.1.5.2 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 a minimum of five (5) years of equivalent work experience.
- 4.1.5.3 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions to a DB2 database.
- 4.1.5.4 Senior Application DB2 Database Administrator must have a minimum of five (5) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.5.5 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.
- 4.1.5.6 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.5.7 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.
- 4.1.5.8 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.

**4.1.6 Application DB2 Database Administrator:**

- 4.1.6.1 Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an

Revised 12/12/2017

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REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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accredited institution or a minimum of six (6) years of equivalent work experience.

- 4.1.6.2 Application DB2 Database Administrator must have a minimum of four (4) years of experience with the maintenance and management of DB2 database systems.
- 4.1.6.3 Application DB2 Database Administrator must have a minimum of three (3) years of experience in managing permissions to a DB2 database.
- 4.1.6.4 Application DB2 Database Administrator must have a minimum of three (3) years of providing assistance to programming staff in debugging triggers, procedures, functions, and packages.
- 4.1.6.5 Application DB2 Database Administrator must have a minimum of three (3) years in optimizing SQL execution for DB2 SQL procedures, functions, packages, and triggers.
- 4.1.6.6 Application DB2 Database Administrator must have a minimum of three (3) years of experience in Data Modeling.
- 4.1.6.7 Application DB2 Database Administrator must have a minimum of three (3) years of experience developing and performing disaster recovery procedures.
- 4.1.6.8 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.

**4.1.7 PC Programmer Analyst:**

- 4.1.7.1 Programmer Analyst must have a minimum of a Bachelor's degree from an accredited college or university in computer science or related field including but not limited to business data programming, business systems analysis, computer servicing technologies, information systems management, data processing or computer engineering, **OR** a minimum of an associate's degree and eighteen (18) months of equivalent work experience **OR** a minimum of three (3) years equivalent work experience.

Revised 12/12/2017

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**REQUEST FOR QUOTATION**  
**WVDOT Information Technology Temporary Staffing Services (81220053)**

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- 4.1.7.2** Programmer Analyst must have a minimum of three (3) years of experience with database management, documentation project control techniques, data processing concepts and equipment usage.
- 4.1.7.3** Programmer Analyst must have a minimum of three (3) years of experience developing and maintaining complex systems and evaluate and analyze system requests to develop work plans for systems development and maintenance.
- 4.1.7.4** Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to, project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

#### **4.2 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 must provide staffing as requested by the Agency. Assignments also may 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. Vendors must include a current resume and a completed qualification documentation for each candidate with their responses. Resumes will identify the candidate's qualifications listed in the requirements section above and will include copies as verification of degrees and certifications. Resume pages will be numbered

Revised 12/12/2017



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REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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(ex: 1 of 2, 2 of 2 etc...). These must be sent to the Agency along with the listing of possible candidates to interview.

- 4.2.5** Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6** Successful vendor 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 the allowed number 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 and other priority vendors for the classification will be contacted and given the opportunity to provide needed staffing. Evaluation will be completed in order of priority.

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

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

Revised 12/12/2017

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REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.

- 4.2.7** 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.
- 4.2.8** 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)).
- 4.2.9** 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

Revised 12/12/2017

**REQUEST FOR QUOTATION**  
**WVDOT Information Technology Temporary Staffing Services (81220053)**

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current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of the Agency (ie, the Agency should indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, the Agency requires two Mainframe Application Analyst 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 \$250,000.00 shall require processing as Centralized Delivery Orders through the WV State Purchasing Division. Orders of \$250,000.00 or under will be processed as Agency Delivery Orders. Signed, 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.
- 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

Revised 12/12/2017

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REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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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.

## 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 ensure 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 Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An

Revised 12/12/2017

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REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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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. Vendors may opt to bid different hourly rates for each renewal year.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: John.W.Estep@wv.gov.

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

Revised 12/12/2017

REQUEST FOR QUOTATION  
WVDOT Information Technology Temporary Staffing Services (81220053)

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

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

**10. VENDOR DEFAULT:**

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

**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.

<b>Contract Manager:</b>	Justin Acord
<b>Telephone Number:</b>	(412) 889-7700
<b>Fax Number:</b>	(412) 774-1515
<b>Email Address:</b>	justin.acord@coagentinfo.com

Revised 12/12/2017


**TERMS AND CONDITIONS**

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Justin Acord, Executive Vice President  
\_\_\_\_\_  
(Name, Title)  
Justin Acord, Executive Vice President  
\_\_\_\_\_  
(Printed Name and Title)  
1035 Boyce Road, Suite 108, Pittsburgh, PA 15241  
\_\_\_\_\_  
(Address)  
(412) 889-7700  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
justin.acord@cogentinfo.com  
\_\_\_\_\_  
(email address)


**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

Cogent Infotech Corporation  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)  
Justin Acord | Executive Vice President  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)  
March 3, 2022  
\_\_\_\_\_  
(Date)  
(412) 889-7700 | (412) 774-1515  
\_\_\_\_\_  
(Phone Number) (Fax Number)

Revised 01/18/2022

**CRFQ FORM- ADDENDUM NO 1**

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	<b>State of West Virginia</b> <b>Centralized Request for Quote</b> <b>Service - Prof</b>
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<b>Proc Folder:</b>	986667	<b>Reason for Modification:</b>	Addendum No_1 Vendor Questions and responses Attach revised Pricing Page with Formulas
<b>Doc Description:</b>	ADDENDUM NO_1 WVDOT IT Temporary Staffing Services(81220053)		
<b>Proc Type:</b>	Central Master Agreement		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-02-24	2022-03-03 13:30	CRFQ 0803 DOT2200000122	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000174943

**Vendor Name :** Cogent Infotech Corporation

**Address :** 1035 Boyce Road,  
**Street :** Suite 108  
**City :** Pittsburgh  
**State :** Pennsylvania **Country :** USA **Zip :** 15241

**Principal Contact :** Justin Acord

**Vendor Contact Phone:** (412) 889-7700 **Extension:**


**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

 <b>Vendor Signature X</b>	32-0083904 <b>FEIN#</b>	March 3, 2022 <b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation



**CRFQ FORM**


	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	<b>State of West Virginia</b> <b>Centralized Request for Quote</b> <b>Service - Prof</b>
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<b>Proc Folder:</b> 986667 <b>Doc Description:</b> WVDOT IT Temporary Staffing Services (81220053)  <b>Proc Type:</b> Central Master Agreement	<b>Reason for Modification:</b>   		
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-02-15	2022-03-03 13:30	CRFQ 0803 DOT2200000122	1

<b>BID RECEIVING LOCATION</b>
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

<b>VENDOR</b>
<b>Vendor Customer Code:</b> 000000174943 <b>Vendor Name :</b> Cogent Infotech Corporation <b>Address :</b> 1035 Boyce Road, <b>Street :</b> Suite 108 <b>City :</b> Pittsburgh <b>State :</b> Pennsylvania <span style="float: right;"><b>Zip :</b> 15241</span> <b>Principal Contact :</b> Justin Acord <b>Vendor Contact Phone:</b> (412) 889-7700 <span style="float: right;"><b>Extension:</b></span>

<b>FOR INFORMATION CONTACT THE BUYER</b> John W Estep 304-558-2566 john.w.estep@wv.gov
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 <b>Vendor Signature X</b>	32-0083904 <b>FEIN#</b>	March 3, 2022 <b>DATE</b>
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**All offers subject to all terms and conditions contained in this solicitation**

**DISCLOSURE OF INTERESTED PARTIES TO CONTRACTS**

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Cogent Infotech Corporation Address: 701 Cox Road, Suite 285, Glen Allen, VA 23060

Name of Authorized Agent: Justin Acord Address: 1035 Boyce Road, Suite 108, Pittsburgh, PA 15241

Contract Number: CRFQ 0803 DOT220000122 Contract Description: WVDOT IT Temporary Staffing Services (81220053)

Governmental agency awarding contract: State of West Virginia Department of Administration

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

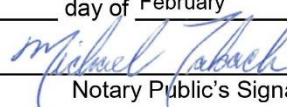
Signature:  Date Signed: February 22, 2022

**Notary Verification**

State of Pennsylvania, County of Allegheny:

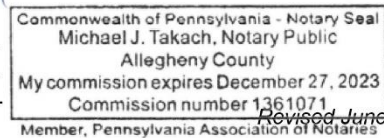
I, Justin Acord, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 22nd day of February, 2022.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_  
Date submitted to Ethics Commission: \_\_\_\_\_  
Governmental agency submitting Disclosure: \_\_\_\_\_



Revised June 8, 2018

**PURCHASING AFFIDAVIT**

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Cogent Infotech Corporation

Authorized Signature:  Date: February 22, 2022

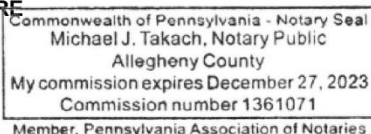
State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 22 day of February, 2022.

My Commission expires December 27, 2023.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

  
Purchasing Affidavit (Revised 01/19/2018)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2200000122**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Cogent Infotech Corporation

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*Justin Ford* Company

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Authorized Signature

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March 3, 2022

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Date

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

# Exhibit A - Pricing Page

## WVDOT Information Technology Staffing Services RFQ(81220053)

*Revised - Version 2 - 2.22.2022*

Contract Item	Description	Est. Qty.	Unit of Measure	Year 1 Unit Cost	Year 2 Unit Cost	Year 3 Unit Cost	Year 4 Unit Cost	Extended Cost
4.1.1	Senior Mainframe Application Analyst (On-Site)	2080	EA	\$88.40	\$88.40	\$89.28	\$90.18	\$741,022.55
4.1.1	Senior Mainframe Application Analyst (Remote Work)	2080	EA	\$81.60	\$81.60	\$82.42	\$83.24	\$684,020.81
4.1.2	Mainframe Application Analyst (On-Site)	2080	EA	\$73.44	\$73.44	\$74.17	\$74.92	\$615,618.73
4.1.2	Mainframe Application Analyst (Remote Work)	2080	EA	\$68.00	\$68.00	\$68.68	\$69.37	\$570,017.34
4.1.3	Senior Application Oracle Database Administrator (On-Site)	2080	EA	\$88.40	\$88.40	\$89.28	\$90.18	\$741,022.55
4.1.3	Senior Application Oracle Database Administrator (Remote Work)	2080	EA	\$81.60	\$81.60	\$82.42	\$83.24	\$684,020.81
4.1.4	Application Oracle Database Administrator (On-Site)	2080	EA	\$74.80	\$74.80	\$75.55	\$76.30	\$627,019.08
4.1.4	Application Oracle Database Administrator (Remote Work)	2080	EA	\$68.00	\$68.00	\$68.68	\$69.37	\$570,017.34
4.1.5	Senior Application DB2 Database Administrator (On-Site)	2080	EA	\$88.40	\$88.40	\$89.28	\$90.18	\$741,022.55
4.1.5	Senior Application DB2 Database Administrator (Remote Work)	2080	EA	\$81.60	\$81.60	\$82.42	\$83.24	\$684,020.81

4.1.6	Application DB2 Database Administrator (On-Site)	2080	EA	\$74.80	\$74.80	\$75.55	\$76.30	\$627,019.08
4.1.6	Application DB2 Database Administrator (Remote Work)	2080	EA	\$68.00	\$68.00	\$68.68	\$69.37	\$570,017.34
4.1.7	Programmer Analyst (On-Site)	2080	EA	\$68.00	\$68.00	\$68.68	\$69.37	\$570,017.34
4.1.7	Programmer Analyst (Remote Work)	2080	EA	\$61.20	\$61.20	\$61.81	\$62.43	\$513,015.61
<b>Grand Total</b>								<b>\$8,937,871.95</b>

**Contract will be evaluated on all lines but only awarded on first year. Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the Vendor and processed by the WV Purchasing Division as Change Orders for subsequent years.**

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

Justin Acord, Executive Vice President

**Vendors Signature:**