



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***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header @ 5

List View

## General Information

## Contact

## Default Values

## Discount

## Document Information

## Clarification Request

Procurement Folder: 1475603

Procurement Type: Central Master Agreement

Vendor ID: VC0000025037



Legal Name: TEKSYSTEMS INC

Alias/DBA:

Total Bid: \$5,540,121.60

Response Date: 10/31/2024



Response Time: 11:31

Responded By User ID: linwilli1014



First Name: Linda

Last Name: Williams

Email: linwilli@teksystems.com

Phone: 8505120540

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: MIS2500000001

Published Date: 10/16/24

Close Date: 10/31/24

Close Time: 13:30

Status: Closed

Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES

Total of Header Attachments: 5

Total of All Attachments: 5



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: 1475603  
Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES  
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-10-31 13:30	SR 0511 ESR10092400000002497	1

VENDOR  
VC0000025037  
TEKSYSTEMS INC

Solicitation Number: CRFQ 0511 MIS2500000001  
Total Bid: 5540121.599999999627470970153 Response Date: 2024-10-31 Response Time: 11:31:01  
Comments:

FOR INFORMATION CONTACT THE BUYER  
Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@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 Web Application Analyst	2080.0000	HOUR	71.250000	148200.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Senior Web Application Analyst Optional renewal year 1	2080.0000	HOUR	73.380000	152630.40

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Web Application Analyst Optional renewal year 2	2080.0000	HOUR	75.580000	157206.40

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Senior Web Application Analyst Optional renewal year 3	2080.0000	HOUR	77.840000	161907.20

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application Oracle Database Administrator	2080.0000	HOUR	70.110000	145828.80



Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.0000	HOUR	72.210000	150196.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.0000	HOUR	74.370000	154689.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.0000	HOUR	76.600000	159328.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Senior Application DB2 Database Administrator	2080.0000	HOUR	83.460000	173596.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.0000	HOUR	85.960000	178796.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.0000	HOUR	88.540000	184163.20

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.0000	HOUR	91.200000	189696.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	SQL Server Database Administrator	2080.0000	HOUR	62.560000	130124.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	SQL Server Database Administrator Opt Ren Yr 1	2080.0000	HOUR	64.440000	134035.20

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	SQL Server Database Administrator Opt Ren Yr 2	2080.0000	HOUR	66.370000	138049.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SQL Server Database Administrator Opt Ren Yr 3	2080.0000	HOUR	68.360000	142188.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Help Desk Analyst	2080.0000	HOUR	27.380000	56950.40

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Help Desk Analyst Optional Renewal Year 1	2080.0000	HOUR	28.200000	58656.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Help Desk Analyst Optional Renewal Year 2	2080.0000	HOUR	29.040000	60403.20

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Help Desk Analyst Optional Renewal Year 3	2080.0000	HOUR	29.910000	62212.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Business Analyst	2080.0000	HOUR	57.900000	120432.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Business Analyst Optional Renewal Year 1	2080.0000	HOUR	59.640000	124051.20

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Business Analyst Optional Renewal Year 2	2080.0000	HOUR	61.380000	127670.40

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Business Analyst Optional Renewal Year 3	2080.0000	HOUR	63.220000	131497.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Information Systems Assistant	2080.0000	HOUR	32.100000	66768.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Information Systems Assistant Optional Renewal Year 1	2080.0000	HOUR	33.060000	68764.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Information Systems Assistant Optional Renewal Year 2	2080.0000	HOUR	34.050000	70824.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Information Systems Assistant Optional Renewal Year 3	2080.0000	HOUR	35.070000	72945.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Programmer Analyst	2080.0000	HOUR	64.320000	133785.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Programmer Analyst Optional Renewal Year 1	2080.0000	HOUR	66.250000	137800.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Programmer Analyst Optional Renewal Year 2	2080.0000	HOUR	68.230000	141918.40

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Programmer Analyst Optional Renewal Year 3	2080.0000	HOUR	70.270000	146161.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Senior Mainframe Application Analyst	2080.0000	HOUR	86.510000	179940.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.0000	HOUR	89.100000	185328.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.0000	HOUR	91.770000	190881.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.0000	HOUR	94.520000	196601.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Mainframe Application Analyst	2080.0000	HOUR	81.120000	168729.60

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Mainframe Application Analyst Renewal Yr 1	2080.0000	HOUR	83.550000	173784.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Mainframe Application Analyst Renewal Yr 2	2080.0000	HOUR	86.060000	179004.80

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

**Extended Description:**

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



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Mainframe Application Analyst Renewal Yr 3	2080.0000	HOUR	88.640000	184371.20

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:** Per answer to question #250 on Addendum 1 to this CRFQ:  
 The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0).

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087	<b>CONTACT</b> NAME: Certificates PHONE (A/C, No, Ext): 610-526-9130 E-MAIL ADDRESS: altus@altuspartners.com	<b>FAX</b> (A/C, No): 610-526-2021
License#: 57081 CERTTEK-01	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> TEKsystems, Inc 7437 Race Road Hanover MD 21076	<b>INSURER A:</b> ACE Property and Cas Ins Co	20699
	<b>INSURER B:</b> ACE American Insurance Company	22667
	<b>INSURER C:</b> Indemnity Ins Co of N Am	43575
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 407208407**REVISION NUMBER:** Standard

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G47306863	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H10699964 (OWNED) H10699873 (HNOA)	11/30/2023 11/30/2023	11/30/2024 11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$100000			G27926691 009	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	C70318246 (AOS) C70318209 (AZ CA MA) C70318283 (WI)	11/30/2023 11/30/2023 11/30/2023	11/30/2024 11/30/2024 11/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

This certificate is issued as evidence of insurance, subject to the policy terms, conditions and exclusions, including the following provisions:

**CERTIFICATE HOLDER****CANCELLATION**

For Information Purposes Only

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

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

State of West Virginia  
Centralized Request for Quote  
Service - Prof

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

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VC0000025037  
**Vendor Name :** TEKsystems, Inc.  
**Address :** 7437 Race Road  
**Street :**  
**City :** Hanover  
**State :** MD **Country :** USA **Zip :** 21076  
**Principal Contact :** Linda Williams  
**Vendor Contact Phone:** 850.512.0540 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

*Michael Kramer*

Michael Kramer, Sr. Mgr Operations Support

**Vendor Signature X** **FEIN#** 38-3858542 **DATE** 10/30/2024

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

**ADDITIONAL INFORMATION**

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

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Web Application Analyst	2080.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Senior Web Application Analyst Optional renewal year 1	2080.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior Web Application Analyst Optional renewal year 2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Senior Web Application Analyst Optional renewal year 3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Senior Application Oracle Database Administrator	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Senior Application DB2 Database Administrator	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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



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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	SQL Server Database Administrator	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
14	SQL Server Database Administrator Opt Ren Yr 1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
15	SQL Server Database Administrator Opt Ren Yr 2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
16	SQL Server Database Administrator Opt Ren Yr 3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
17	Help Desk Analyst	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
18	Help Desk Analyst Optional Renewal Year 1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
19	Help Desk Analyst Optional Renewal Year 2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
20	Help Desk Analyst Optional Renewal Year 3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
21	Business Analyst	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
22	Business Analyst Optional Renewal Year 1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
23	Business Analyst Optional Renewal Year 2	2080.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
24	Business Analyst Optional Renewal Year 3	2080.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
25	Information Systems Assistant	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
26	Information Systems Assistant Optional Renewal Year 1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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



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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
27	Information Systems Assistant Optional Renewal Year 2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
28	Information Systems Assistant Optional Renewal Year 3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
29	Programmer Analyst	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
30	Programmer Analyst Optional Renewal Year 1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
31	Programmer Analyst Optional Renewal Year 2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
32	Programmer Analyst Optional Renewal Year 3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
33	Senior Mainframe Application Analyst	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
37	Mainframe Application Analyst	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
38	Mainframe Application Analyst Renewal Yr 1	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
39	Mainframe Application Analyst Renewal Yr 2	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
40	Mainframe Application Analyst Renewal Yr 3	2080.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111608			

**Extended Description:**

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

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2024-10-10

**SOLICITATION NUMBER:** CRFQ MIS2500000001

**Addendum Number:** 1

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions
2. To modify Section 5 Contract Award

No other changes

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

**Terms and Conditions:**

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



# ATTACHMENT A

Vendor Questions and Agency Responses

1. Is it a vacant position or do you have an incumbent? In case there is an incumbent, do you intend to renew their services?

**Answer:** This is not a solicitation for a current vacancy or to replace an incumbent. The intent of this solicitation is to enter into an ongoing contract for a vendor or vendors to supply temporary employees when necessary and at the agency's request.

2. Will this position be required to start onsite from day one and be 100% onsite, or will any remote work be allowed? If this role is hybrid, how many times a week do you expect the candidate to travel for on-site visits? Are they going to be one-day visits or multiple day visits? Would you consider someone working remotely?

**Answer:** At this time, these positions are 100% on-site and are generally located in Charleston, WV. The agency reserves the right to allow remote work in the future if the agency deems it to be necessary. The agency has locations throughout the State of WV, but travel should be minimal, if required at all, and would be noted in the original request order.

3. What will be the anticipated dates for interviews and for the Announcement of Vendor Selection?

**Answer:** There are no anticipated dates for interviews. Once the contract is awarded, and when the agency requires staffing, the agency will contact the vendor per the ordering processes contained in the solicitation. Please refer to 4.3.1.

4. How many hours per week should the service be performed by the contractor?

**Answer:** 40 hours per week but occasionally additional hours are required. The agency pays the vendor the contracted rate regardless of the hours worked by the temporary employee.

5. Could you please share some specifics on the project, initiative that you are working on?

**Answer:** Projects vary and will be specified when we request staffing services. Requirements for each staffing classification are listed in the solicitation.

6. What top skills does the Hiring Manager want to see in the resumes?

**Answer:** Please see section 3 for Qualifications and section 4 for mandatory requirements.

Vendor Questions and Agency Responses

7. Do you plan to have an in-person or virtual interview if selected?

**Answer:** Interviews may be virtual or in person and are the sole discretion of the agency.

8. Please also advise, if you will consider H1B visa candidates for these positions?

**Answer:** The agency will not sponsor candidates.

9. What is the rate for this role?

**Answer:** Vendors provide flat rates per staffing classification. Vendors providing the lowest rate per classification and who meet the mandatory qualifications will be awarded the contract.

10. Does a vendor have a set rate for this type of resource, or do we submit our best price?

**Answer:** Vendors are encouraged to provide their best price as the contract will be awarded by lowest price.

11. Is this position working remote or onsite?

**Answer:** The current requirement is work will be 100% onsite. The agency reserves the right to require remote work if business needs change.

12. In the RFQ documents we have the following information: "If vendor is able to supply candidate(s), the Agency prefers the vendor send qualified candidate names within five calendar days of the Agency's request, however, the Vendor must submit a qualified candidate list within ten (10) business days of the date of the Agency's initial request. Should a vendor not respond within the allowed number of days from the original notice of the Agency need (e.g. 2 days to confirm/waiver of request; 10 business days to provide a list of candidates), the vendor with the second lowest cost contract and other vendors for the classification will be contacted and given the opportunity to provide needed staffing. Evaluation will be completed in order of lowest cost quoted." At the same time we have Solicitation closing date: 10/31 1:30pm. Therefore, please advise, what will be the exact deadline for submitting response to this RFQ - 10/31/24 at 1:30pm, or in 5 calendar days, or in 10 business days?

**Answer:** The solicitation closes on 10/31/24 at 1:30 p.m. and bids must be submitted by this time. Section 5 of the specifications will be updated for clarity.

The reference made to the 10 business days is part of the vendor requirements in Section 4 for the ordering process after the contract is awarded.

**13. How many vendors will be awarded?**

**Answer:** A maximum of five (5) vendors per classification will be awarded based upon the lowest cost per classification.

**14. Who are the current providers? If any, please provide us with the response documents that they have submitted previously for the same.**

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**15. Do we need our local office/WV Business Registration to bid on this Quote? If yes, please help us with the link/website from where we can register and pay \$125 as mentioned in the RFQ document or are you taking about VSS portal registration as mentioned below?**

**Answer:** Vendors are not required to be registered or pay the registration fee in order to submit a bid response. However, Vendors must be registered appropriately before receiving a contract award. Please see section 32 Licensing of the General Terms and Conditions for all registration requirements.

The link to pay vendors registration (VSS) fee is <https://www.wvoasis.gov/VSS/Default.aspx>  
WV One Stop Business Portal link is <https://sites.google.com/wv.gov/wvot-rates/home>

**16. Are there any local preferences?**

**Answer:** Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

**17. Is online submission allowed for this bid? Or do we need to submit hard copies?**

**Answer:** Refer to Section 6 Bid Submission contained in the Terms and Conditions.

18. I am writing to inquire about the job location for the positions listed on page 43 of the RFP document. Could you kindly provide details regarding the primary work location for these roles?

**Answer:** The primary work location is in Charleston, West Virginia. If the role is requested for another location, within West Virginia, it will be included in the request for the classification order from the Agency.

19. What types of positions are you looking to offer? Are you open to offering both full-time and contract-based positions?

**Answer:** All positions are listed in section 1 of the specifications with qualifications for those positions listed in section 3 of the solicitation. All positions are temporary contract-based positions.

20. Which resumes are you referring to? Actual or sample resumes?

**Answer:** Resumes do not need to be submitted with the bid. The solicitation is intended to create a list of qualified vendors to supply temporary employees on an as needed and ongoing basis.

21. Do we need to submit actual resumes of the proposed candidates along with the bid submission?

**Answer:** Resumes do not need to be submitted with the bid.

22. Is there any page limit for resumes?

**Answer:** No. Do not submit candidate resumes with the bid. Resumes are only required when the agency asks for an assignment after the contract is awarded.

23. Is there any page limit for proposal?

**Answer:** No.

24. Is this a new initiative? If not, would you please let us know the incumbent's details?

**Answer:** This is a new contract to provide ongoing temporary staffing services when the agency requests a position to be filled.

25. Can you share which roles are onsite and/or remote work?

**Answer:** All roles are 100% onsite at this time.

26. Is the listed minimum required technical skills considered essential or are they merely preferred qualifications?

Vendor Questions and Agency Responses

**Answer:** All qualifications listed under in Section 4 (for each classification) are mandatory.

**27.** Will the agency release an additional task order, or will it be releasing specific requirements within the mentioned Statement of Work (SOW)?

**Answer:** Refer to Section 4.3 Duties and Responsibilities of the Agency. The agency will provide a classification order request when needed to the vendor.

**28.** Can a firm be both a prime and a subcontractor simultaneously for this opportunity?

**Answer:** No.

**29.** Is the qualification of firm is mandatory or considerable?

**Answer:** All qualifications listed under section 4 MANDATORY REQUIREMENTS are mandatory. Any reference that states WILL, SHALL, MUST or MANDATORY are mandatory.

**30.** Can prime & subcontractor fulfil the qualification of firm collaboratively?

**Answer:** No

**31.** Is this solicitation considered a bid or an RFP? There are different submission instructions depending on which it is. Bids can be submitted through wvOASIS but RPP's are not permitted to be submitted through wvOASIS as per the submission instructions.

**Answer:** This is request for quotation. Please follow bidding submission instructions in the solicitation and review the terms and conditions for further instructions.

**32.** RFQ 4.2.1 - Does Agency require sample resumes for each position or labor classification Vendor quotes?

**Answer:** Vendors do not need to supply a sample or candidate resumes for this solicitation with the bid. Vendors must bid on an hourly rate per classification and \$0.00 or n/a for any classifications vendor chooses not to bid on.

**33.** Aside from documents that demonstrate qualifications (RFQ 3.1 & 3.2), which Vendors may choose to include with their submittal, is there any other non-pricing documentation or information Agency requires with Vendor proposal submission?

**Answer:** No

**34.** Is this a new contract or renewal of an existing contract?

**Answer:** This will be a new contract.

Vendor Questions and Agency Responses

35. If there is an existing contract, could you please share the names of the current vendors and their pricing?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

36. In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?

**Answer:** It is not mandatory to bid on all positions. Vendors will be selected by the lowest price per each classification. Vendors should bid \$0.00 or n/a on any classification they choose not to bid on.

37. What is the estimated budget for this contract?

**Answer:** The State of WV does not disclose budget information.

38. Is it mandatory to subcontract?

**Answer:** No. The Agency's contract is with the vendor. This contract is for vendors to provide temporary employees as the agency requires them through the terms and rates established in the contract.

39. Could you please provide information on the daily duration of shifts required for the necessary professions? For example, the number of hours per day?

**Answer:** All positions are 8 hours per day, 5 days a week, Monday through Friday. However, at times and to meet a project deadline, staffing may be required for additional hours or days at the hiring manager's request. The agency does not pay for hours or days temporary employees do not worked nor overtime rates.

40. Is this a newly launched project? If No, kindly provide the incumbent Details.

**Answer:** This is a new contract and required work depends on the needs of the agency.

41. What is the tentative budget for this project?

**Answer:** The State of WV does not disclose budget information

**42.** Are the positions on-site or remote?

**Answer:** 100% onsite at this time.

**43.** Can you clarify whether the submission of the resumes for the position should be a Live Resume or a Sample Resume, also clarify how many resumes are required to be attached for every position?

**Answer:** Candidate resumes do not need to be submitted with the bid. Resumes will be required during the ordering process after the contract is awarded and agency requests a staffing assignment.

**44.** If the submission of Live Resume is required, please clarify do you need references of the candidates. If so, how many references?

**Answer:** Candidate resumes do not need to be submitted with the bid. Resumes will be required during the ordering process after the contract is awarded.

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

Please clarify what kind of documentation do you need us to provide.



Vendor Questions and Agency Responses

**Answer:** Verification that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This may include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidder may include this documentation with their bid.

**46.** Is there any format for the RFP?

**Answer:** This solicitation is an RFQ (request for quote). Vendor must follow instructions in the solicitation and terms and conditions to submit their bid.

**47.** Please share the incumbent vendors and their pricing.

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**48.** What is the budget for this bid? OR the estimated annual spending in the past under this contract for similar services?

**Answer:** The State of WV does not disclose budget information.

**49.** Is there any challenge fulfilling the needs with the existing contracts for related services or any specific improvements you are looking for?

**Answer:** This is a new contract term. Once the contract is awarded, the agency follows an ordering process, the agency would prefer vendors to submit candidates in an expeditious manner, preferably within 5 days of receiving the agency's request.

**50.** How many vendors would be awarded?

**Answer:** Maximum of 5 vendors per staffing classification.

**51.** Is there any preference for the local vendor?

Vendor Questions and Agency Responses

**Answer:** Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

**52.** What is the exact work location and the working hours?

**Answer:** Charleston, West Virginia unless otherwise specified. 40 hours per week. Working hours will be provided in the request to the vendor. Typical office hours are 8:00am-4:00pm or 9:00am-5:00pm. Additional hours or days may be requested by the hiring manager as the need would arise during the assignment.

**53.** What are the overtime terms and orientation process if required for any role?

**Answer:** No overtime rates apply to this contract. The agency pays the contracted rate for all hours worked. The orientation process will begin once a candidate is selected. The agency will provide onboarding documents to the vendor.

**54.** Please share the type of background check and drug test required.

**Answer:** Fingerprint-based State and Federal Background Investigation (WVDPS Form 12-26)

Pursuant to West Virginia Code 15-2D-3 (e), service providers, such as vendors or contractors, whose employees are regularly employed on the grounds or in the buildings of the Capitol complex, or who have access to sensitive or critical information, are required to submit to a fingerprint based criminal history investigation completed by both the West Virginia State Police and Federal Bureau of Investigation. Applicants are required to complete the required background checks and forward the same to the Division of Protective Services before fingerprints are submitted at IdentoGo (Idemia).

Preemployment drug testing is not required at this time, however, the Agency reserves the right to have the vendor provide drug testing if probable cause exists. This cost will be at the Vendor's expense and the Agency reserves the right to have any temporary employee removed from an assignment at any time.

**55.** Will there be a kick-off meeting once the contract is awarded?

**Answer:** There will not be a formal kick-off meeting. The agency is not opposed to speaking with the vendor to go through the ordering process if needed.

**56.** How many resources/candidates are currently active at this time under incumbent contracts?

Please provide the breakdown of numbers under each incumbent vendor.

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**57.** What is the spending to date against each of the incumbent vendors?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**58.** Will active candidates under the incumbent vendors be transitioned to the new vendors if the same incumbent vendors are not awarded the contract this time?

**Answer:** As this is a new contract, no current temporary employees will be transitioned to the new vendor(s).

**59.** When providing rates, are we to add the rates directly to the Unit Price and Total Price field in the Centralized Request for Quote Service – Prof form?

**Answer:** Rates are a flat hourly fee per classification. Please follow all the instructions in the solicitation. Vendors may choose to bid \$0.00 or n/a for any classification they do not intend to bid on. The commodity lines contained in wvOASIS are an estimated of hours for bidding purposes only. Please provide rates for renewal years for any classifications being bid on.

**60.** Are proposal responses need to be submitted to wvOASIS online portal or by mail to the Charleston, WV address?

**Answer:** Please review Section 6 in the terms and conditions for bid submission methods of responding to the solicitation. Electric submission through wvOASIS is the preferred method.

**61.** How many contingent staffing/contract positions did the State of West Virginia fill in 2023? How many do you expect to fill in 2024 and 2025?

Vendor Questions and Agency Responses

**Answer:** Staffing needs fluctuate. Agency cannot provide an exact figure for future usage. The agency estimates approximately 7-10 positions per year but this could increase or decrease with the needs of the agency.

**62.** What is the contingent staffing budget for 2024/2025?

**Answer:** The State of WV does not disclose budget information

**63.** Do you want the Centralized Request for Quote Service – Prof forms to be submitted separately from the general proposal, or as one complete response?

**Answer:** Vendors should submit all related documents with the bid response and per the bid submission instructions. One complete response document is acceptable.

**64.** I am assuming there is no mandatory pre-bid meeting? A check box indicating no pre-bid meeting, but the paragraph below it in the RFP states “All Vendors submitting a bid must attend the mandatory Pre-bid meeting.” Could you please clarify?

**Answer:** Per the Instructions to Vendors Submitting Bids, a pre-bid meeting will not be held.

**65.** How should we acknowledge receipt of addendum? In letter form, via email, etc.?

**Answer:** Per the Instructions to Vendors Submitting Bids Section 8, Addendum Acknowledgement form should be submitted with bid response but must be provided prior to award.

**66.** Is there a bid / proposal format that we should use for this response?

**Answer:** See Section 6 of the Terms and Conditions and Section 5 of the specifications.

**67.** Do we need to be registered with the West Virginia Purchasing Division at the time of bid submission, or can we do that immediately after being awarded?

**Answer:** Per the Instructions to Vendors Submitting Bids Section 13, vendors are not required to be registered to submit a bid response. Vendors must complete all registrations prior to award. See Also General Terms and Conditions Section 32.

**68.** In Section 4.2.4- It is mentioned “Vendors must include current resume and a completed qualification documentation for each candidate with their responses”. Please confirm if we

Vendor Questions and Agency Responses

have to submit the resumes in this proposal response or upon receiving a request from the client post contract execution. If so, can we provide sample resumes?

**Answer:** Candidate resumes do not need to be submitted with the bid. Resumes will be requested by the agency to the vendor along with qualification documents provided during the ordering process after contract award.

69. Since the State has not provided any format template to assemble the proposal, please confirm, if the State is expecting only the resumes, compliance with minimum qualification, and the quotation of pricing in the response? Please elaborate the response deliverables State expects the vendor to provide in the proposal.

**Answer:** Please follow bid submission instructions contained in the solicitation. Note - This is not a RFP but a request for quote for an open-end contract for a vendor or vendors to provide temporary staffing when needed. Candidate resumes are not required until the contract is awarded and will be requested following the ordering procedures as defined in the solicitation. Ve

70. Please provide the budget of this contract.

**Answer:** The State of WV does not disclose budget information

71. Is this a new contract? If not, please provide the previous spending and list of incumbents.

**Answer:** This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

72. Will the candidates be required to work on site or remotely?

**Answer:** 100% onsite.

73. What are the most required profile under the contract?

**Answer:** Senior Web Application Analyst is the most requested and staffed position based on historical information.

74. How many vendors does the State intend to award under this contract?

**Answer:** Maximum of 5 vendors per classification will be awarded under this contract

**75.** Is the vendor required to submit all job titles?

**Answer:** No, however, vendor should bid \$0.00 or n/a for any classifications they elect not to bid on. Vendor should bid renewal year prices for any classifications they do choose to bid on as well.

**76.** Is this a new initiative?

**Answer:** This is a new contract period.

**77.** If not, who are the current vendors?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**78.** Please share their pricing file.

**Answer:** If the vendor is requesting pricing pages to formulate a bid, please see bid submission instructions contained in the terms and conditions. The commodity lines contained in wvOASIS is the electronic pricing page. Submitting bid through wvOASIS is the preferred method.

If the vendor is requesting previous pricing for this service, requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**79.** What are the historical annual spending volumes in the project?

**Answer:** The State of WV does not disclose budget information

**80.** What is the estimated budget for this project?

**Answer:** The State of WV does not disclose budget information

**81.** Will you provide a pricing sheet?

**Answer:** See answer 79.

**82.** Is there an incumbent on this contract? If so, will the OMIS provide the incumbent name, current contract number, duration, historical level of effort, and value of the contract?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**83.** Is the incumbent eligible to bid on this project?

**Answer:** This is a new contract period. Any qualified vendor may bid.

**84.** What kind of documentation is OMIS expecting from the offeror?

**Answer:** The Agency does not understand the intent of this question. Please refer to the solicitation requirements and the terms and conditions for any documentation that may be required as part of the bidding process.

The ordering procedures in the solicitation detail what will be expected from the vendor when a staffing order is placed after the contract is awarded. Vendor are not required to submit candidate resumes with their bid.

**85.** Can the work be performed remotely?

**Answer:** No.

**86.** Can the work be performed outside the USA, such as in India?

**Answer:** No, work is currently 100% onsite in Charleston, West Virginia.

**87.** Does the offeror required to provide resumes for this effort?

**Answer:** Candidate resumes do not need to be submitted with the bid.

**88.** Does the OMIS require actual resumes or sample resumes for this requirement?

**Answer:** Candidate resumes do not need to be submitted with the bid.

**89.** Can the OMIS extend the deadline by a week?

**Answer:** No. This is a request for quote and a proposal is not needed, only the pricing and any other documents required to be submitted with the bid. See bidding instructions.

**90.** Can the OMIS please clarify the number of awards for this contract?

**Answer:** A maximum of 5 vendors will be awarded to each classification based on the lowest bid and then assigned priority to receive staffing orders based on those bids. Lowest vendor will have priority 1 and so on.

**91.** Is it mandatory to provide hourly rates for all job titles?

**Answer:** No, vendor should list price as \$0.00 or n/a for any item they are not bidding on. Vendor should bid renewal year pricing as well for any classifications they elect to bid on.

**92.** Budget Determination: What is the budget for this contract?

**Answer:** The State of WV does not disclose budget information

**93.** In this RFP, the Submission Requirements are not provided. Can the OMIS provide the required response instructions for this effort? Ex: Technical response and financial response? Please clarify.

**Answer:** This is not an RFP. Please follow the instructions to bidders and bid submission guidelines. This is a request for quote.

**94.** As per the RFP resume template is missing. Can the OMIS provide the required resume template?

**Answer:** Candidate resumes are not required for the bidding process.

**95.** As per the RFP Exhibit A is missing. Can the OMIS provide the required Exhibit A – Pricing page?

**Answer:** The commodity lines contained in wvOASIS for the solicitation are the pricing page.



Vendor Questions and Agency Responses

**96.** Could you please confirm whether commercial experience and references will be considered as part of the evaluation criteria for this bid?

**Answer:** This is a request for a quote and the contract will be awarded based on the lowest rate and vendor must meet the minimum requirements. Commercial references and experience may be considered as part of Section 3 Qualifications.

**97.** What is the estimated annual budget allocated for this contract, and what are the key cost drivers that will impact the overall spend?

**Answer:** The State of WV does not disclose budget information.

**98.** How many contractors are currently engaged and actively working on this contract?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**99.** Could you provide the names of the existing vendors holding the incumbent contracts for this procurement?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**100.** What was the total expenditure or contract value for each incumbent vendor during the previous contract term?

**Answer:** The State of WV does not disclose budget information.

**101.** Are there any specific challenges, concerns, or areas for improvement with the present contract vendors that the successful bidder should be aware of?

**Answer:** No, this is a new contract period.

**102.** Is the incumbent pricing sheet available for review, or will it be shared with shortlisted bidders?

Vendor Questions and Agency Responses

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**103.** Could you provide a comprehensive list of incumbent vendors, including their contract details and scopes of work?

**Answer:** This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**104.** Is this a newly initiated project, or is it a continuation of an existing one?

**Answer:** This is a new contract period and bidding is required to establish new contract(s).

**105.** If it is ongoing, kindly provide the names of the current service providers/incumbent vendors.

**Answer:** This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**106.** Could you provide details on the previous expenditure associated with this contract?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**107.** Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation

Vendor Questions and Agency Responses

is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**108.** Are there any specific challenges or issues currently being faced with the existing vendors?

**Answer:** No.

**109.** Can you clarify the expected number of awards for this solicitation?

**Answer:** There will be a maximum of five (5) vendors awarded per classification.

**110.** Is there any preference or priority given to local vendors for this contract?

**Answer:** Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

**111.** Could you please confirm whether we need to submit resumes of proposed candidates in the proposal?

**Answer:** Candidate resumes do not need to be submitted with the bid. Resumes will be requested by the agency to the vendor along with qualification documents provided when the contract is awarded and the agency requests a staffing order.

**112.** If yes, should these be the actual resumes of candidates or would sample resumes be acceptable for the submission?

**Answer:** See answer 112.

**113.** Could you confirm the accepted method of proposal submission? Is it via email, an online portal, or a physical copy?

**Answer:** Follow bid submission instructions contained in the instructions to vendors submitting bids - Section 6.

**114.** Can you provide information on the previous budget or spending allocated for similar services?

**Answer:** The State of WV does not disclose budget information.

**115.** What is the annual budget of the contract?

**Answer:** The State of WV does not disclose budget information

**116.** Do you need actual resumes or sample resumes?

**Answer:** See answer 112.

**117.** Is this bid refresh? If yes, Can you share details from where we can get old proposal details?

**Answer:** This is a new contract. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**118.** Do we require a WV business license to respond to this CRFQ, or can we provide it prior to the bid award?

**Answer:** You are not required to be registered in order to submit a response. However, Vendors must be registered appropriately before receiving a contract award. Please see section 32 Licensing of the General Terms and Conditions for all registration requirements.

The link to pay vendors registration (VSS) fee is <https://www.wvoasis.gov/VSS/Default.aspx>

WV One Stop Business Portal link is <https://sites.google.com/wv.gov/wvot-rates/home>

**119.** Is there any preference for local vendors?

**Answer -** Vendor shall refer to section 15, 15A, and 16 of the Terms and Conditions for information regarding preference.

**120.** Will the evaluation focus solely on rates, or will other factors be considered?

**Answer:** The lowest rate per classification. Maximum of five vendors per classification.

**121.** To offer you competitive pricing, can you please provide incumbent details with hourly rates, if any?

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation

Vendor Questions and Agency Responses

is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**122.** What are the Evaluation Criteria?

**Answer:** Lowest price per classification. See Section 5 – Contract award.

**123.** Are there incumbents for these positions?

**Answer:** This is a new contract. This is not a solicitation for vacancies. The intention of the solicitation is to contract with vendors to supply temporary technology employees as necessary and at the agency's request.

**124.** Will remote work be allowed? If so, how? Will schedule require EST hours if remote is allowed?

**Answer:** Positions are 100% on site in Charleston, WV currently.

**125.** Will there be multiple awards for this contract?

**Answer:** A maximum of five (5) vendors will be awarded to each classification based on the lowest bid.

**126.** Do you require the Right to Represent for candidates?

**Answer:** The agency will not sign a right to represent with any vendor or for anyone in employment by the vendor. The purpose of this contract is for the agency to enter into an open-end and ongoing agreement for the stated contract term for a vendor to provide temporary employees at the agency's request.

**127.** What is the anticipated award date?

**Answer:** The contract will be awarded as quickly as possible.

**128.** For candidates, may we submit anyone authorized to work in the US for any employer?

**Answer:** Yes, but please be aware that this is not a solicitation for vacancies. The intention of the RFQ is to solicit vendors to enter into contract to supply temporary employees as necessary when a vacancy occurs.

**129.** Is it required that we respond to all labor categories, or may we select from those provided?

**Answer:** You may select from those provided. Vendor's must put \$0.00 or n/a for any classification they are not bidding on. Please ensure to provide pricing for the renewal years for any classifications being bid on as well.

**130.** Will there be a pricing template that we should use in our response?

**Answer:** Commodity lines are listed in wvOASIS and that is the preferred pricing page for vendor's to submit bids electronically. Please refer to instructions for vendor submitting bids in the solicitation – Section 6.

**131.** How many resumes should be provided for each position?

**Answer:** This is a new contract. This is not a solicitation for vacancies. Candidate resumes do not need to be submitted with the bid. The RFQ is intended to create a list of qualified vendors to supply temporary employees as the agency requests them.

**132.** Regarding Section 3: Qualifications, 3.1 which states *"Vendors shall be in business a minimum of five (5) years, providing similar information technology staffing services."* Our Canadian affiliate, 2iSolutions Inc., has been in business for 19 years, specializing in IT staffing, while our U.S. presence is relatively new, having been established in 2023. Can the business experience of our Canadian affiliate be used to meet this requirement?

**Answer:** The requirement pertains to the registered business entity the contract will be awarded to. This contracted business name/entity must have 5 years of staffing experience.

**133.** Regarding Section 3: Qualifications, 3.2 which states *"Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years."* Can the past performance of our Canadian affiliate, which meets this requirement, be considered valid to demonstrate compliance?

**Answer:** See answer 132.

Vendor Questions and Agency Responses

134. Regarding Section 3: Qualifications, 3.2 which states "*Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years.* Please confirm vendors are to provide documentation for 6 individuals in total and not 6 individuals per classification.

**Answer:** Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

135. Are vendors required to provide sample candidate resumes for each position classification?

**Answer:** No, candidate resumes nor sample resumes are not required to be submitted with the bid.

136. Regarding Section 8: Insurance - Automobile. If selected, we will need to increase the limit of our Automobile Liability Insurance. Will time be permitted to allow for this increase between notification of selection and contract award?

**Answer:** All mandatory requirements must be met prior to a contract award.

137. There is a mention that the candidate's resume along with a qualification template needs to be submitted. However, I couldn't find this template in the RFP document. Could you please direct me to this template?

**Answer:** Candidate resumes do not need to be submitted with the bid. The RFQ is intended to create a list of qualified vendors to supply temporary employees. Resumes will be requested by the agency to the vendor along with qualification documents that will be provided later after contract award and when a temp staffing order is necessary.

138. Could the State please clarify in which section of the response vendors should include the 'Designated Contact' information? There is no mandatory section where the Designated Contact page should be

**Answer:** See Section 11 – Contract Manager.

139. Could the State please confirm if vendors must be certified by HIPAA?

Vendor Questions and Agency Responses

**Answer:** Yes. HIPPA compliance is a requirement as these temporary positions may work on projects that contain sensitive information protected by HIPPA laws. .

**140.** Could the State please confirm whether vendors are allowed to submit their responses via the portal?

**Answer:** Please follow instructions for vendors submitting bids. wvOASIS electronic submission is the preferred method for vendors to submit bids.

**141.** Is the certificate of Insurance required with the response?

**Answer:** Must be provided prior to award.

**142.** Could the State please confirm whether vendors are required to submit a single document or if the forms should be submitted as separate documents?

**Answer:** Vendor may include all documents in one attachment or attach as separate attachments.

**143.** Could the State please confirm the required forms that must be submitted with the proposal?

**Answer:** Vendors should include any required documents or forms with bid submission. Vendor should carefully read the solicitation and instructions and terms and conditions to determine what should be submitted with their bid.

**144.** Could the State please grant an extension on the due date?

**Answer:** No.

**145.** Does the State accept remote/ offshore resources to work on this engagement?

**Answer:** No. All positions will work on site.

**146.** Could the State kindly clarify the exact number of attached files needed for the response?

**Answer:** There is no exact number. Please follow bid submission instructions. This is a request for quote and not a request for proposal. Candidate resumes are not required to be submitted with a bid.



Vendor Questions and Agency Responses

**147.** Could the State please provide clarification on the appropriate section within the response where vendors should include the forms?

**Answer:** There is no mandatory format. Please follow instructions to submit bids and if bidding electronically through wvOASIS, attach any required documents to the bid.

**148.** Is the estimated budget meant for all the vendors collectively? If so, what is the allocated budget for each vendor?

**Answer:** The agency will not disclose any budget information.

**149.** If a vendor exhausts their assigned budget, can the purchase order (PO) be extended with additional funds?

**Answer:** The agency is required to follow WV Purchasing Rules for any change order to a contract and is required to follow any terms and conditions contained in the contract.

**150.** Are the vendors allowed to subcontract at the Task Order Level?

**Answer:** See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor.

**151.** Could the State please confirm if vendors must include the pricing information two times (in the technical proposal and in the portal)? If yes, could the State please confirm in which section of the proposal vendors should include their pricing?

**Answer:** The solicitation is a Request for Quotation, there is no technical proposal, see section 5.2 Pricing Page of the solicitation specifications for pricing instructions.

**152.** Do vendors have to provide references within their response? If yes, how many?

**Answer:** Please refer to Section 3 Qualifications. Documentation is preferred with the bid submission to expedite the review process, however, confirmation of these requirements is required prior to a contract award.

**153.** Could the State please confirm that vendors can fill out proposal forms electronically?

**Answer:** See section 5.2 Pricing Page of the specifications, submission using wvOASIS is the preferred method.

Vendor Questions and Agency Responses

**154.** How many vendors is the State looking to award?

**Answer:** Maximum of five (5) per classification.

**155.** Is this a new initiative? If not, could the State please provide the incumbent information?

**Answer:** No, this solicitation is to establish a new contract(s).

**156.** Is the State looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?

**Answer:** This solicitation is to establish multiple open-end contracts for technical temporary staffing services. The awarded vendor(s) will be required to provide ongoing temporary staffing services for the Agency when and as requested.

**157.** Can firms comply with the minimum qualifications through a subcontractor?

**Answer:** The contracted vendor must meet all minimum qualifications.

**158.** Can firms comply with the minimum experience requirements enlisted under section 3. QUALIFICATIONS by demonstrating the requested experience through their engagements in the private sector?

**Answer:** The contracted vendor must meet all minimum qualifications. Experience does not necessarily have to be with government or public entities.

**159.** Could the State please disclose if they have faced any challenges or pain points with their current vendors?

**Answer:** This is a new contract.

**160.** Is there any mandatory subcontracting goal for this engagement?

**Answer:** See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

**161.** Are electronic signatures allowed?

**Answer:** Bids submitted in wvOASIS are deemed to be electronically signed.

**162.** Could you please share the content that needs to be submitted with the proposal?

**Answer:** Please refer to bid instructions and any requirements that state an item must or shall be submitted with the bid.

**163.** Can firms provide commercial references and references from ongoing contracts?

**Answer:** Yes.

**164.** Could the State please provide the evaluation criteria that will be used to assess the proposals submitted by vendors?

**Answer:** See specification Section 5.1 Contract Award.

**165.** Can the State please confirm if firms must include resumes for the requested positions and their resumes? If yes, are the requested resumes sample or actual resumes?

**Answer:** Candidate resumes do not need to be submitted with the bid. The solicitation is intended to create a list of qualified vendors to supply temporary employees on an as needed and ongoing basis.

**166.** If firms must present actual candidates, can these be replaced by equally qualified consultants if they are no longer available after the award?

**Answer:** Candidate resumes do not need to be submitted with the bid. The solicitation is intended to create a list of qualified vendors to supply temporary employees on an as needed and ongoing basis.

**167.** Under section 3. QUALIFICATIONS, point 3.1., states: "Vendors shall be in business a minimum of five (5) years, providing similar information technology staffing services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid." Could the State please elaborate further on what type of documentation/information (case studies, examples of placements, etc.) firms must provide to comply with this requirement?

Vendor Questions and Agency Responses

**Answer:** Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

**168.** Is the State looking for firms to provide local candidates to perform the services?

**Answer:** Candidates will work onsite in Charleston, West Virginia.

**169.** Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity." Do the individuals provided have to be from a single agency or can they be from different agencies?

**Answer:** The requirement pertains to the registered business entity the contract will be awarded to.

**170.** Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity." Will the information provided under this section be used as references? If yes, would the State consider reducing the amount of individuals provided, as not all agencies agree to be used as a reference?

**Answer:** The state will not waive this requirement. The references do not necessarily have to be government or public entities.

Vendor Questions and Agency Responses

171. Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity." Could the State please confirm the number of references that firms must provide to comply with this requirement?

**Answer:** Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

172. Under section 3. QUALIFICATIONS, point 3.2., states: "Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid." Could the State please clarify what type of documentation vendors must provide to suffice this point?

**Answer:** Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

173. How many vendors do you anticipate selecting to provide technical staffing services for this RFQ?

**Answer:** Maximum of five (5) per classification.

Vendor Questions and Agency Responses

**174.** How many vendors were selected to provide technical staffing services for the previous RFQ in 2020?

**Answer:** Maximum of five (5) per classification.

**175.** What is the anticipated number of new positions you expect to open under this RFQ for the 2025 calendar year?

**Answer:** The agency's needs change as projects are assigned or due to staffing shortages. We cannot predict any future use of this contract or specific classifications.

The agency has staffed as little as five temporary employees in a calendar year up and up to as many as fifteen in a calendar year.

**176.** Does the "firm for the life of the contract" clause apply only to the initial one-year term, or does it extend to all potential renewal periods?

**Answer:** Pricing is firm as bid for the life of the contract. Vendors may opt to bid different hourly rates for each classification, each renewal year for each classification, however, this pricing must be stated on the initial bid.

**177.** Could you provide guidance on how to factor travel expenses into the hourly rates, particularly for services delivered across various locations in West Virginia?

**Answer:** We anticipate these positions to be in Charleston, WV with very limited travel. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate. Travel should be minimal, if at all, and would generally be within the State.

**178.** Could you clarify if there is flexibility for remote work for these positions, such as allowing employees to work from home part of the time (e.g., two days per week)?

**Answer:** All work is onsite.

**179.** Is there an estimated range for the amount of travel required, or should vendors propose a scalable pricing model to accommodate potential travel needs?

**Answer:** We anticipate these positions to be in Charleston WV with very limited travel. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate.

Vendor Questions and Agency Responses

**180.** How will unanticipated travel requirements be financially handled if they arise outside the scope of the bid?

**Answer:** We anticipate these positions to be in Charleston WV with very limited travel. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate. If positions will be located in a different vicinity or more than occasional travel required, this will be disclosed to vendor with the temp service order.

**181.** Could you confirm the payment terms for services rendered under this RFQ?

**Answer:** Section 7 PAYMENT: Agency shall pay only the hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

When a temp employee is selected and working - 4.2.8 states "The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly."

**182.** Is subcontracting permitted for any portion of the services, or must all work be performed by the vendor's direct employees?

**Answer:** See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

**183.** Are candidates under work sponsorship (e.g., H1B visa) acceptable, provided that the vendor can document the candidate's legal authorization to work in the U.S.?

**Answer:** They agency will not sponsor candidates or complete any additional paperwork. The agency will only consider temporary employees who are legally authorized to work within the US.

**184.** How should subcontractor relationships, if applicable, be documented and presented within the bid?

**Answer:** See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

**185.** What are the specific requirements for background checks and drug testing for proposed candidates?

**Answer:** Fingerprint-based State and Federal Background Investigation WVDPS Form 26

Pursuant to West Virginia Code 15-2D-3 (e), service providers, such as vendors or contractors, whose employees are regularly employed on the grounds or in the buildings of the Capitol complex, or who have access to sensitive or critical information, are required to submit to a fingerprint based criminal history investigation completed by both the West Virginia State Police and Federal Bureau of Investigation. Applicants are required to complete the required background checks and forward the same to the Division of Protective Services before fingerprints are submitted at IdentoGo (Idemia). Preemployment drug testing is not required however if probable cause exists the agency will contact the vendor.

**186.** Could you clarify the documentation required to demonstrate that we have staffed at least six individuals across all classifications in the past five years?

**Answer:** Proof that vendor has provided staffing of at least six individuals within the specified classifications over the past five years. This can include employment records, contracts, or assignments details. Documentation naming the entities to whom these individuals were supplied this could include the name of the client or contact information for a representative at the client entity. Any additional documentation that can verify the services provided such as performance reviews, client testimonials, or completion certificates. You must include this documentation with your bid.

**187.** Besides the lowest price, are there any other evaluation criteria, such as past performance or technical capabilities, that will influence the award decision?

**Answer:** Lowest price and vendor must meet all other requirements listed in the solicitation.

**188.** How will ties be resolved if multiple bids have identical pricing?

**Answer:** A maximum of five (5) vendors will be awarded per classification. Ties are handled by the WV Purchasing Division. Vendors affected by a tie should be notified by the buyer and given an opportunity to attend the tie breaker.

**189.** What is the expected timeline for the evaluation of bids and the subsequent award notification?



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**Answer:** The agency will award the contract as quickly as possible.

**190.** Could you elaborate on the "Right to Hire" provision? Specifically, can the Agency hire any vendor employee at any time without an additional fee, regardless of the length of service provided by the employee?

**Answer:** Yes, the agency can direct hire any temporary employee at any time without any additional fees or penalties. Any unused hours on the initial delivery order will be liquidated as the agency can only pay for hours worked.

**191.** Can vendors submit bids for only a subset of the positions listed in this RFQ, and would this impact the likelihood of selection if not all positions are quoted?

**Answer:** Vendor may bid on any classification however vendor should bid \$0.00 or n/a for any classification not bidding on.

**192.** What would be the number of awards you intend to give(approximate number)?

**Answer:** A maximum number of five (5) vendors will be award per classification.

**193.** What are the estimated funds that are estimated to be allocated for this contract?

**Answer:** The agency does not disclose budgets and cannot estimate future usage of the contract.

**194.** What is the tentative start date of this engagement?

**Answer:** This is an open end contract and will be awarded as quickly as possible. We are not staffing positions with this solicitation. This solicitation it to establish vendor contracts to provide future temporary employees when the agency places an order for one.

**195.** What is the work location of the proposed candidates?

**Answer:** Charleston WV and 100% onsite unless otherwise specified. No remote work currently authorized.

**196.** Please provide the evaluation criteria for evaluating the bids for this CRFQ.

**Answer:** Lowest cost meeting specifications. A maximum of five vendors awarded per classification.

Vendor Questions and Agency Responses

**197.** Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

**Answer:** New contract.

**198.** Are there any pain points or issues with the current vendor(s)?

**Answer:** No.

**199.** Could you please share the previous spending on this contract, if any?

**Answer:** Agency does not disclose budgets or previous spending and any such requests should be requested through a Freedom of Information Act.

**200.** Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

**Answer:** See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor. The goal of the contract is for awarded vendor(s) to provide the agency with temporary staffing services when the agency requests orders.

**201.** How many positions were used in the previous contract (approximate)?

**Answer:** This is a new contract term.

**202.** How many positions will be required per year or throughout the contract term?

**Answer:** The agency's needs change as projects are assigned or due to staffing shortages. We cannot predict any future use of this contract or specific classifications.

The agency has used as little as five temporary employees in a calendar year and up to as many as fifteen in a calendar year.

**203.** If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources?

**Answer:** Vendor is only required to provide costs and to meet the mandatory minimum requirements.

**204.** Can we provide hourly rate ranges in the price proposal?

**Answer:** Vendor must provide flat hourly rates per classification listed. Vendor may propose different rates for each renewal year and classification at a flat hourly rate. Vendor does not have

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to bid every classification but should put \$0.00 or n/a for those not bidding on. Vendor must bid according to the commodity lines and pricing instructions.

**205.** Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

**Answer:** 100% onsite work currently.

**206.** Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

**Answer:** Candidate resumes are not required with the bid.

**207.** Could you please provide the list of holidays?

**Answer:** Federal and WV State observed Holidays. These may change annually.

Please see

<https://wvtreasury.com/Portals/wvtreasury/content/About/Contact/Treasurer%20Calendar%202024%20wvOASIS.pdf> for the current list of 2024 Holidays. A 2025 calendar will be published soon.

**208.** Are there any mandated Paid Time Off, Vacation, etc.?

**Answer:** The agency does not pay for services not rendered. If the contracted vendor allows their employee paid time off, those hours not worked at the agency are not paid by the agency.

**209.** I do see We have multiple forms with the different job titles, do we need to attach those with the bid?

**Answer:** Candidate resumes should be included with the bid response. This bid process is to establish pricing and contract(s) for future temporary assignments. Any documents listed in the solicitation or terms and conditions as "must be submitted with the bid" must be included with the bid response or bid may be disqualified.

**210.** When is the call scheduled for this bid? I don't see that information.

**Answer:** See Instructions to Vendors Submitting Bids – Section 7 – for further bid opening date and time information.

**211.** Do we need to send the bid through post?

**Answer:** See Section 6 of Instructions to Vendor Submitting Bids for appropriate methods of responding to the solicitation.

**212.** Do we need to have West Virginia Certificate to place this bid?

**Answer:** Registrations are not required to respond to the solicitation, all registrations must be completed prior to award

**213.** From the list of forms (see list below) in the RFP documents, what forms are not necessary to include in the Technical Proposal:

**Answer:** a. Israel Boycot Certification

**Answer -** Certificate not required with bid.

b. Addendum Acknowledgment Form Solicitation.

**Answer -** Vendor should include with bid, must be provided prior to award

c. Request for Quotation CFRQ (Pag 11).

**Answer -** Contract Manager should include with bid

d. Federal Funds Addendum.

**Answer -** Vendor should include with bid, must be provided prior to award

e. HIPAA Business Associate Addendum.

**Answer -** Vendor should include with bid, must be provided prior to award

f. Exhibit B.

**Answer -** not required with bid response.

**214.** Are we required to submit resumes for all 10 positions as part of the technical response?

**Answer:** No, do not submit candidate resumes with the bid response.

**215.** Will the work be performed on-site, or is remote work an option?

**Answer:** Work will be performed onsite

**216.** Could you confirm the required format for the technical response submission?

**Answer:** Follow instructions for submitting the bid. There is no specific format as this is a request for quotation and not proposal.

**217.** What is the page limit for the technical response?

**Answer:** No page limit, but this is a request for quote. Follow bidding instructions.

**218.** Who are the current incumbents for these positions?

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**Answer:** This is a new contract term.

219. Regarding Section 4.2.7, could you please clarify the process for determining the "first priority" vendor for each classification? How does the priority system work if a vendor cannot fulfill a request or fails to respond within the 48-hour timeframe? We want to ensure a clear understanding of the obligations and implications of being a "first priority" vendor.

**Answer:** Each job classification has a priority associated with it based on the lowest bid per vendor. If the first priority vendor does not respond within the 48-hour time frame we move to the next priority vendor and so forth until the role is filled.

220. Are vendors required to bid on all 10 position classifications, or can we bid selectively on specific positions we are best equipped to staff?

**Answer:** Vendors do not need to bid on all classifications but should list \$0.00 or n/a for any classifications not bidding on.

221. Besides the lowest price per classification, are there other evaluation criteria? Are there particular qualifications or experiences that will carry additional weight in the decision-making process?

**Answer:** Lowest price that meets mandatory specifications.

222. With reference to Section 4.2.4: a. At what stage are vendors required to submit candidate resumes and qualification documentation? Is this required with the initial bid or only after a contract is awarded? b. Is there a specific format or template for the "completed qualification documentation" mentioned in Section 4.2.4?

**Answer:** Candidate resumes do not need to be submitted with the bid.

223. Is this a re-compete CRFQ, If yes:

- a. Could you please the name of Current prequalified vendors (who are currently providing services to Agency)?

**Answer -** No. This must be requested through a FOIA.

- b. When the existing contract was started, and what is the annual monetary spent value of the current agreement since inception?

**Answer -** State does not provide budgets.

- c. How many resources are currently engaged in the bids under current agreement?

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**Answer** - State does not provide this information.

- d. Can you please share the no. of positions served in previous years under this agreement?

**Answer** – Staffing needs fluctuate, could staff as little as five candidates and as many as fifteen in a calendar year.

- e. Can you please share the amount of business each vendor did under this agreement in previous years?

**Answer** - No. This information must be requested through a FOIA.

- 224.** What will be the estimated annual budget for this project?

**Answer:** The State of WV does not disclose budget information.

- 225.** What communication method will be utilized for the distribution of requisitions/task orders among the vendors awarded under the contract? This includes options such as Email, VMS, or any alternative mode.

**Answer:** Agency will email the first priority vendor with the request. See Section 4.3 Duties and Responsibilities of the Agency. If the first priority vendor cannot provide acceptable candidates or passes, the agency will contact the next priority vendor and so.

- 226.** Do we also need to submit potential resumes of candidates for the respective classifications?

**Answer:** Candidate resumes do not need to be submitted with the bid.

If resumes are required, do we need to submit actual resumes? Additionally, how many resumes are required for each position?

**Answer:** See answer 226.

- 227.** Could you please confirm if all roles are required onsite?

**Answer:** 100% onsite

- 228.** Could you please confirm what all information is required in response to the CRFQ?

**Answer:** Please follow the bid submissions instructions contained in the solicitation. Pricing is required and any documents that are stated must be submitted with the bid.

**229. Question:** We have placed multiple similar roles with one client, could you please confirm if we can submit 1 reference for multiple positions?

**Answer:** Candidate references and resumes are not required with the bid package.

**230. Question:** Could you please confirm if we need to demonstrate 6 successful placements for each required role to meet the qualification criteria?

**Answer:** No, six overall within the listed classifications being bid on.

**231. Question:** Is it mandatory to bid on all positions?

**Answer:** No, it is not mandatory to bid on all positions, however vendor should bid \$0.00 or n/a for any classifications they choose not to bid on.

**232. To confirm-** the intent of this procurement is to short-list a number of vendors who will then bid on the roles, individually? What is the target number of vendors to be awarded to the short-list?

**Answer:** The solicitation is to be considered as a vendor for temporary employee services. Vendors are not bidding specific candidates at this time. See Specification Section 5.1 Contract Award

**233. Are responses allowed to be electronic only or do vendors have to provide a hard copy as well?**

**Answer:** See Instructions to Vendors Submitting Bids – Section 6 - for appropriate methods of submitting a bid response.

**234. Just to confirm-** for the initial responses— In section 4.2.4 it states that vendors must provide resumes with their responses—is the expectation for vendors to provide sample resumes showing we have placed people in the skill sets listed? If so, how many sample resumes per skill set? Or is the vendor responsible for providing actual resumes for candidates listed here?

**Answer:** Candidate resumes do not need to be submitted for this proposal. The RFQ is intended to create a list of qualified vendors to supply temporary employees. Resumes will be requested

Vendor Questions and Agency Responses

by the agency to the vendor along with qualification documents that will be provided if awarded. Vendor and Agency roles are defined in the solicitation and are requirements after the contract is awarded.

**235.** What is the timeline around when vendors will be awarded/added to the staffing contract?

**Answer:** Agency will award the contract as soon as possible.

**236.** Is the expectation for us to provide pricing in our initial response? Or is this as positions are being released after selected vendors are added to the contract?

**Answer:** Yes. See Specification Section 5 Contract Award

**237.** Are resources expected to always sit 100% on-site? Or is there flexibility around certain skill sets being remote? This will help us with pricing resources out

**Answer:** 100% on site

**238.** Who is responsible for providing laptops?

**Answer:** The Agency (State of West Virginia).

**239.** How will these resources enter their hours worked and is there anticipated overtime?

**Answer:** The Vendor has to provide timesheets to the agency for proper approval. There is no overtime rates, however, the candidate may be asked to work over 40 hours a week and the rate will be the flat hourly contracted rate .

**240.** Will we be able to leverage both US Citizens and Green card holders for the work?

**Answer:** The candidate has to be eligible to legally work within the United States.

**241.** Is there anticipated travel for any/all of these resources?

**Answer:** At this time, these positions are 100% on-site and are generally located in Charleston, WV. The agency reserves the right to allow remote work in the future if the agency deems it to be necessary. The agency has locations throughout the State of WV but travel should be minimal, if required at all and would be stated in the initial order request. Temporary employees may be asked to attend meetings with area.



**242.** Will you be able to provide the WV Tax exemption certification?

**Answer:** Yes, upon contract award.

**243.** As a non-resident vendor, is it necessary to be registered with the State of West Virginia when submitting our bid/proposal, or can we complete the registration after being awarded the contract?

**Answer:** Registrations are not required to submit a bid response, all registrations must be completed prior to award

**244.** As a non-resident vendor, can we submit small business, women-owned, and minority-owned business certifications issued in the State of California with our proposal?

**Answer:** SWAM certification is not applicable to this solicitation. See Instructions to Vendors Submitting Bids Section 15, 15A and 16 regarding preferences.

**245.** Are we required to submit actual resumes or sample resumes for candidates for each role during the proposal submission process?

**Answer:** Candidate resumes do not need to be submitted for this proposal. The RFQ is intended to create a list of qualified vendors to supply temporary employees. Resumes will be requested by the agency to the vendor along with qualification documents that will be provided if awarded.

**246.** 1. The solicitation file, "CRFQ MIS2500000001 \_Complete Solicitation Documents" (attached), mentions the Price Sheet. Specifically, section 5.2 states that vendors should complete the Pricing Pages (Exhibit A) by providing an hourly rate for each classification and renewal year (page 61). However, Exhibit A (page 70) appears to be empty. Does the file with position lines (40 rows) and details on unit price and total price titled "Final\_CRFQ\_0511\_MIS2500000001\_1\_WV\_CRFQ\_FORM" (attached) replace the Pricing Page?

**Answer:** The commodity lines provided within wvOASIS is the pricing page/sheet. Vendor shall provide hourly rate for classifications and renewal years for any item electing to bid on. Quantity of hours listed are for bidding purposes only and to establish the contract(s).

Vendor Questions and Agency Responses

**247.** The wvOasis Price Sheet and the file

“Final\_CRFQ\_0511\_MIS2500000001\_1\_WV\_CRFQ\_FORM” both require information on the candidate’s hourly rate (Unit price). Since the Solicitation allows multiple candidates to be offered for one position, should this one price listed on these pricing pages reflect the maximum rate of all candidates, or the lowest proposed rate?

**Answer:** Each classification award is chosen by the lowest proposed rate. A maximum of five (5) contracts will be awarded per classification and in priority reference by low bid to next low bid and so on.

**248.** And what should be considered the primary source of pricing information—the cover letter and resumes with individual candidate pricing details, or the consolidated pricing information in the Price Sheet on the wvOasis website?

**Answer:** The consolidated pricing information is the commodity lines provided within wvOASIS. Do not submit candidate resumes with the bid, only vendor required documents per the bid instructions and terms and conditions.

**250.** The wvOasis submittal page includes a Delivery dates for all 40 rows in this Solicitation request. Could you please clarify what this date represents? Does it refer to the average time between notification that a candidate has received an offer and their start date, or can this information be left blank in the application?

**Answer:** The delivery date information can be left blank for this solicitation. If the system requires an entry, the vendor may use zero (0). This is for bid purposes only and does not waive any requirements of the required ordering process after the contract is awarded.

**251.** Is it acceptable to leave the "Enter the Discounts and Comments" section blank on the wvOasis submission page, as it appears to be irrelevant to the current bid?

**Answer:** Yes, it is acceptable. If an entry is required, vendor may enter zero (0).

**252.** Is this a new opportunity or a recumbent? Please provide us the information of the previous vendors.

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation

Vendor Questions and Agency Responses

is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**253.** Is there any possibility of due date extension?

**Answer:** No.

**254.** Could you please provide an editable version of the RFP document as we need to fill the pricing data in the line items for submission.

**Answer:** No, an editable version cannot be provided, the solicitation is a Request for Quotation (RFQ) not a Request for Proposal (RFP). Please follow bid submission instructions.

**255.** Can we submit the bid through WVoasis? We are already registered with the Purchasing division, so do we need to pay \$125 during proposal submission or after award?

**Answer:** See Instructions to Vendors Submitting Bids Section 6 for appropriate methods of submitting a bid response. The fee will be due only if awarded a contract.

**256.** What is the historical spend of the state for this opportunity?

**Answer:** The State of WV does not disclose budget information.

**257.** How many resources were previously utilized/what is the volume of work to be generated from this?

**Answer:** Staffing needs fluctuate. Agency cannot provide an exact figure for future usage. We estimated approximately 7-10 positions per year but this could increase or decrease with the needs of the agency.

**258.** Is there any subcontracting goal?

**Answer:** See Section 22 of Terms and Conditions. The agency's contract is with the awarded vendor.

**259.** Is there any preference to the WV based local vendors?

**Answer:** See Instructions to Vendors Submitting Bids Section 15, 15a, and 16 preference information.

**260.** Do we need to provide resumes of the candidate at the time of proposal submission?

**Answer:** No, candidate resumes are not required to be submitted with the bid.

**261.** Is there any proposal sequence or page limit for this bid?

**Answer:** No, this is a request for quote and not a request for a proposal.

**262.** What are the proposal submission requirements?

**Answer:** See Instructions to Vendors Submitting Bids Section 6 of the Terms and Conditions.

**263.** Are there any requirements of license from the vendors during proposal submission?

**Answer:** Vendor is not required to be registered in order to submit a response. However, Vendors must be registered appropriately before receiving a contract award. Please see section 32 Licensing of the General Terms and Conditions for all registration requirements.

The link to pay vendors registration (VSS) fee is <https://www.wvoasis.gov/VSS/Default.aspx>  
WV One Stop Business Portal link is <https://sites.google.com/wv.gov/wvot-rates/home>

**264.** What are the expected Deliverables from this RFQ? Is this only for providing the pricing proposal?

**Answer:** The purpose of the RFQ is to establish multiple open-end contracts for vendors that can provide technical temporary staffing services for the classifications listed.

**265.** Will government consider extending the due date by 1 week?

**Answer:** No.

**266.** Is it a recompetete ? If yes, who is the incumbent.

**Answer:** This is a new contract.

**267.** What is the value of the current contract?

Vendor Questions and Agency Responses

**Answer:** Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

**268.** Could you please clarify if this requirement is a new opportunity or a re-compete of an existing contract?"

**Answer:** This is a new contract.

**269.** Is there is any pain point with the previous incumbents?

**Answer:** No. Vendor requirements are listed in the solicitation.

**270.** Are we required to submit live resumes for proposed candidates as part of the proposal, or can these be submitted post-award?

**Answer:** Candidate resumes are not required to be submitted with the bid.

**271.** Do you require Key personnel resume along with the proposal.

**Answer:** Candidate resumes are not required to be submitted with the bid.

**272.** Do you require COI along with the proposal or after award?

**Answer:** All mandatory requirements, including COI, must be met prior to a contract award.

**273.** Could you provide insight into the expected spending for this project?

**Answer:** The State of WV does not disclose budget information.

**274.** Is the need for temporary staffing based on an as-needed basis, or is there a predetermined requirement?

**Answer:** As needed basis.

**275.** How many candidates are expected to be provided for each position?

**Answer:** No candidates are expected to be provided with the bid. Once the contract is awarded, the vendor will follow the required vendor responsibilities (Section 4.2) listed in the solicitation to provide applicants.

**276.** Do we need to submit qualifications documents like copies as verification of degrees or certifications of the proposed candidates along with the bid proposal?

**Answer:** Vendors will not need to submit resumes for proposed candidates for this solicitation. If the vendor is selected to enter into contract, they will be required to submit resume and qualification documents(provided) for candidates per qualification they are submitting.

### **Section 5 revision**

**5.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for all of the Contract Services, and it is the State's intent to award multiple contracts to ensure that every classification can be adequately supplied during the life of the Contract. The contract will be a progressive award with multiple vendors. Each classification will be considered separately for award purposes. The qualified bidder providing the lowest Total Price on the Pricing Page for a classification will be awarded the First Priority Contract for that classification. The qualified bidder providing the second lowest Classification Total Hourly Rate for a classification will be awarded the Second Priority Contract for that classification, and so on, until such time that at most five (5) Contracts are awarded for that classification. Bidders may be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An indicator of "1" on the spreadsheet contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

**Pricing Page:** Vendor should complete the Pricing Pages in wvOASIS or attached hereto as Exhibit A (if provided) by providing an hourly rate for each classification and each classification renewal year as listed. The vendor must factor in all costs (taxes, benefits, etc.) as part of the firm and fixed hourly rate. Vendor may choose to bid all classifications or singular classifications. The hours listed on the pricing pages are an estimate and will only be used to evaluate bids. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. If vendor is not bidding a certain classification/commodity line, vendor should clearly note a "no bid" by inputting

Vendor Questions and Agency Responses

\$0.00 or "N/A" on the line. Vendors may opt to bid different hourly rates for each classification and each classification renewal year.

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

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: MIS250000001**

**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 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.

TEKsystems, Inc

Company

*Michael Kramer*

Authorized Signature

October 30, 2024

Date

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

Revised 6/3/2012



## Exceptions

Per Section 11 of Instructions to Vendors Submitting Bids: 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. If the Proponent takes exception to any of the requirements, terms or conditions contained in the RFP, the Proponent must submit the list and details of such exceptions below. Reference should be made in each case to the relevant provision(s) of the RFP in respect to the requirements and/or terms or conditions to which the exception applies and, to the extent possible, the Proponent should submit the wording it would propose, if applicable.

Section	Exception/Clarifications	Rationale
	<b>General Terms and Conditions (Pages 28-41)</b>	
8. Insurance	TEKsystems requests to modify sentence 3 of Section 8 to reduce the timeframe from thirty (30) to five (5) days as follows:  “ <b>Five (5) days</b> prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued.”	TEKsystems COIs renew the same week of each year, upon renewal TEK will promptly issue the renewed/updated COI.
14. Payment in arrears	<b>No Exception</b> - just a clarifying question: What are State of West Virginia’s standard net payment terms for invoicing?	TEKsystems would like to ensure proper setup of payment terms in our internal systems.
15. Payment Methods	<b>No Exception</b> - confirming that TEKsystems accepts EFT payments.	Confirming that TEKsystems accepts EFT payments.
19. Cancellation	TEKsystems requests to modify Section 19 as follows in <b>bold</b> :  “The Purchasing Division Director reserves the right to cancel this Contract <b>upon five (5) business days</b> written notice to the vendor if the <b>Contract Services</b> do not conform to the specifications contained in the Contract. <b>In such cases, the Vendor shall be allotted five (5) business days</b>	TEKsystems would request to receive 5 business days written notice of non-conforming Contract Services (as defined in the Specifications) along with a cure period, to correct any non-conforming Contract Services to the extent applicable.

	<p><b>in which to cure such non-conforming Contract Services, to the extent applicable.</b> The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules§ 148-1-5.2.b.”</p>	
36. Indemnification	<p>TEK requests to modify the Section 36 to read as follows (edits shown in <b>Bold</b>):</p> <p><b>“Except to the extent that any claims or losses arise from Vendor’s reasonable reliance on the instructions of the State and the Agency or can be attributed to the negligence, gross negligence or willful misconduct of the State or the Agency, the</b> Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against the <b>following in the furtherance of the Contract Services performed under the Contract:</b> (1) Any <b>third-party</b> 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 <b>third-party</b> 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.</p>	<p>TEKsystems requests to tie indemnification obligations back to the furtherance of the Contract Services it will be providing under the Contract as TEKsystems will not be onsite to oversee the work being performed by assigned candidates.</p> <p>TEKsystems should only be liable for damages to the extent caused by TEKsystems. TEKsystems is not responsible for damages caused by Agency or third parties performing on behalf of Agency.</p>

40. Background	<p><b>No Exception</b> - TEKsystems would like to note that as a staffing company we cannot comply with the fingerprint requirement as we are not regulated to do so. However, TEKsystems can facilitate this on behalf of the State of WV but the State of WV would get the results and adjudicate, so we would request your ORI # and fingerprint instructions to ensure we can make that happen.</p>	Clarifying that TEKsystems would need the State/Agency's ORI # and fingerprint instructions for TEKsystems to be able to provide records to adjudicate.
Request to add an additional section for Limitation of Liability as Section 47.	<p>TEKsystems would like to request the addition of a Limitation of Liability Section as shown below:</p> <p><b>"Limitation of Liability.</b></p> <p>Under no circumstances shall either party be liable to the other for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise.</p> <p>The parties' total aggregate liability under this agreement shall be limited to twice the total value of services provided in the last calendar year or one million dollars (\$1,000,000), whichever value is greater."</p>	<p>TEK would request to limit the liability of each respective party as noted in the proposed language.</p> <p>Request to cap liability for direct damages at \$1,000,000 or twice the value of services provided in the last calendar year – whichever is greater.</p> <p>Neither party shall be liable for any indirect, special, or consequential damages.</p>
<p><b>Request for Quotation Technical Temporary Staffing Services Specifications (Pages 43-62)</b></p>		
4.2.8	<p>TEKsystems requests to add the following to the end of section 4.2.8:</p> <p>"The approval of weekly time sheets by an authorized representative of the Agency shall constitute acceptance of the services."</p>	TEKsystems would like to add language noting that the approval of weekly timesheets constitutes acceptance of the services.

**FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

## **FEDERAL FUNDS ADDENDUM**

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

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

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

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

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

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



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

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

- c. Definitions: For purposes of this section:

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

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

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

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

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

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

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

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

**6. DAVIS-BACON WAGE RATES:**

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

State of West Virginia

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor Name: TEKsystems, Inc.

By: \_\_\_\_\_

Printed Name: Michael Kramer

Title: Sr. Manager Operations Support

Date: October 30, 2024

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

W. Va. CSR § 148-1-5

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

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

Currentness

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

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

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

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

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

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

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

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

5.4. Suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

#### **5.6. Damages.**

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

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

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

#### **Credits**

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

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

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

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**End of Document**

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

Prevailing Wage Determination

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

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agency/li.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

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

## 2. Permitted Uses and Disclosures.

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

### 3. Obligations of Associate.

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



**f. Support of Individual Rights.**

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

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

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

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

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

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

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

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

#### 4. Addendum Administration.

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



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

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

#### 5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: TEKsystems, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Sr. Manager Operations Support

Date: \_\_\_\_\_

Date: October 30, 2024

Form - WVBA-012004  
Amended 06.26.2013

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

## Appendix A

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

Name of Associate: \_\_\_\_\_

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

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

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



October 31, 2024

# **TECHNICAL TEMPORARY STAFFING SERVICES**

**CRFQ MIS2500000001**

State of West Virginia

Linda Williams

Account Manager – State & Local Government, and Higher Education

1116 Smith Street

Charleston, WV 25301

P: 850.512.0540

[linwilli@TEKsystems.com](mailto:linwilli@TEKsystems.com)



## Cover Letter

October 31, 2024

Crystal Husted  
State of West Virginia Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305

### Subject: Proposal for Technical Temporary Staffing Services

Dear Ms. Husted:

Enclosed is TEKsystems' response to the State of West Virginia's ("the State") CRFQ MIS2500000001.

As outlined in the response, TEKsystems possesses the expertise and capability to excel in all areas the State deems necessary for a successful business relationship:

- **No. 1 IT Staffing Provider in the United States with Large Recruiting Force to Support the State's technical temporary staffing needs.** Staffing Industry Analysts, the premier research and analysis firm for the contingent workforce, has ranked TEKsystems as the No. 1 IT staffing provider in the United States every year since 2000 (the first year this data was captured by Staffing Industry Analysts). The 2023 list of largest IT staffing firms included 66 companies with combined revenue of \$30.9 billion. Controlling 10% market share, TEKsystems ranked as the largest overall market shareholder among the companies on Staffing Industry Analysts' 2023 list.
- **Established, Experienced Government Practice Equipped to Support the State.** TEKsystems' Government Services practice supports 43 states and over 350 local cities and municipalities, focusing on the unique needs of local government entities like the State. Our leaders and teams target the initiatives most common to state and local administrations and then find the IT consultants with the experience and skills to help accomplish them, providing the State the consultants with hands-on experience in the infrastructures and systems common to your environment.
- **Experience Working With State Public Health Agencies We Will Use to Provide the Ideal Candidates and Talent Management for the State.** TEKsystems makes more than 5,000 placements annually to 43 states, including Medicaid clients in 35 states, over 55 federal HHS programs, and 22 state IES programs to support initiatives to advance public health. Our government and technically aligned recruiters will use their experience with public health customers to tap into their networks for the most appropriate and experienced resources for the State.
- **State Coverage—National Reach.** Our Charleston office is less than a mile from the State's administrative offices. Our teams and consultants understand the local IT market, live and work in your community, and are fully dedicated to supporting all of your technical temporary staffing needs. Combined with this personalized approach is TEKsystems' massive network of IT talent, comprising nearly three million qualified candidates, we can evaluate to support the State's initiatives.

TEKsystems appreciates the opportunity to participate in this CRFQ. Please feel free to contact me directly for any reason before or after your selection process.

Regards,



Linda Williams  
Account Manager – State & Local Government, and Higher Education  
P: 850.512.0540  
[linwilli@TEKsystems.com](mailto:linwilli@TEKsystems.com)



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## Qualifications

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

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

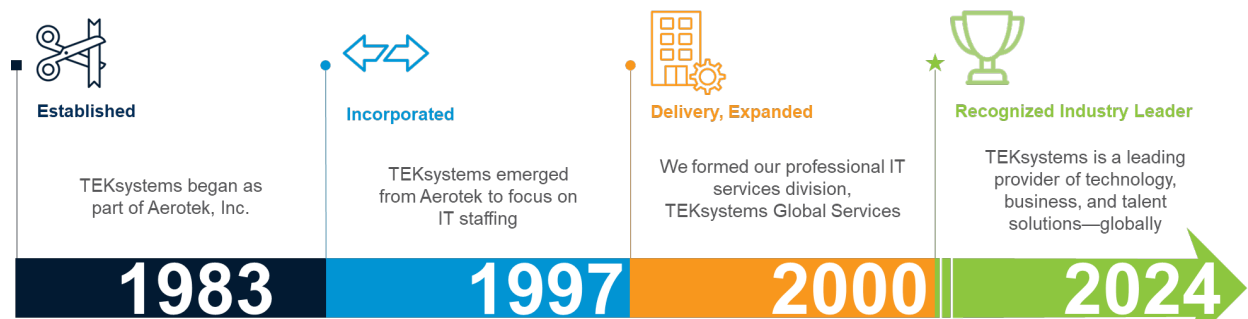
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**Articles of Incorporation showing that TEKsystems meets the five-year minimum are included as Appendix B to this document.**

TEKsystems began in 1983 as part of Aerotek. Throughout the 1980s, Aerotek developed several subsidiaries to expand its offerings and footprint. Our first international operations began in England and Canada during this time.

In 1997, our parent company, Allegis Group—now one of the world's largest privately held staffing companies—was formed, and TEKsystems emerged from one of Aerotek's subsidiaries to become a standalone organization. Aerotek and other divisions remain separate companies under Allegis Group.

Today, TEKsystems is a global business and technology services company. We have 100 locations worldwide, serve 6,000 customers, including 80% of the Fortune 500, and are recognized as the No. 1 IT staffing firm in the U.S. by the Staffing Industry Analysts with over 80,000 annual placements.



**Figure 1. Over Four Decades of Successful Technical Temporary Staffing Services**

*Beginning with just two individuals in 1983, TEKsystems has emerged as the No. 1 provider of IT staffing in the United States (Staffing Industry Analysts). We are positioned as a premier partner to the State of West Virginia in support of your technical temporary staffing needs.*

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.

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TEKsystems makes approximately 80,000 placements annually in skill sets and roles representing the entire technology spectrum.

## TEKsystems' West Virginia and National Network of the State's Requested Classifications

The data below represents the number of candidates in the West Virginia and national networks for each classification who match the degree and/or minimum years of experience requirement(s) documented in the CRFQ:

Skill Set	# Candidates in West Virginia Network (50-mile radius of Charleston)	# Candidates in National Network
Senior Web Application Analyst	95	10,000+
Senior Application Oracle Database Administrator	997	10,000+
Senior Application DB2 Database Administrator	414	10,000+
SQL Server Database Administrator	1,468	10,000+
Help Desk Analyst	360	10,000+
Business Analyst	199	10,000+
Information Systems Assistant	1459	10,000+
Programmer Analyst	128	10,000+
Senior Mainframe Application Analyst	118	10,000+
Mainframe Application Analyst	25	10,000+

## State Government Experience Summary

Over the last three years, TEKsystems has placed more than 10,000 IT consultants across 43 state governments serving more than 350 public sector customers across state and local government entities.

Below is contact information for several state agency customers as well as a summary of additional experience.

Commonwealth of Kentucky Cabinet for Health and Family Services	
Street or P.O. Address	275 E Main Street
City, State, Zip Code	Frankfort, KY 40621
Contact Name	Jennifer Harp
Contact Phone Number	502.320.9094
Contact Email Address	<a href="mailto:Jennifer.harp@ky.gov">Jennifer.harp@ky.gov</a>
Narrative Statement	<p>TEKsystems began working with Kentucky Cabinet for Health and Family Services (CHFS) in 1999 as a sub-contractor. TEKsystems was chosen as a prime vendor for the Commonwealth of KY in 2010 and then again in 2017 under the SDS contract. <b>Over the past 25+ years, TEKsystems has provided CHFS with over 700 IT consultants.</b></p> <ul style="list-style-type: none"> <li>▪ C# Programmers</li> <li>▪ Web developers</li> <li>▪ Mainframe engineers</li> <li>▪ Database administrators</li> <li>▪ SharePoint administrators</li> <li>▪ SQL server database administrators</li> <li>▪ HL7 programmers</li> </ul>



**Commonwealth of Kentucky Cabinet for Health and Family Services**

	<ul style="list-style-type: none"> <li>▪ Health information exchange onboarding specialists</li> <li>▪ RFP writers</li> <li>▪ Trainers</li> <li>▪ Business analysts</li> <li>▪ Project coordinators</li> <li>▪ Project managers</li> <li>▪ Program managers</li> <li>▪ Technical writers</li> <li>▪ Technical analysts</li> <li>▪ Systems analysts</li> <li>▪ Functional help desk</li> <li>▪ Network engineers</li> <li>▪ Systems engineers</li> <li>▪ CITRIX engineers</li> <li>▪ Help desk / Desktop support</li> <li>▪ Quality assurance testers</li> <li>▪ Technical architects</li> </ul>
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**State of Tennessee Department of Finance and Administration, Strategic Technology Solutions (STS)**

<b>Street or P.O. Address</b>	901 Rep. John Lewis Way North
<b>City, State, Zip Code</b>	Nashville, TN 37216
<b>Contact Name</b>	Sergio Weiberg
<b>Contact Phone Number</b>	615.532.9830
<b>Contact Email Address</b>	sergio.weiberg@tn.gov
<b>Narrative Statement</b>	<p><b>TEKsystems has supported the State of Tennessee STS Business Intelligence team with staffing services for over seven years, placing over 100 technical resources.</b> Over that time, we have staffed multiple skill sets, including SQL database administrators, Tableau dashboard developers, SQL BI developers, and data architects. These technical consultants were placed to help the state complete projects and initiatives for multiple State of Tennessee departments. This team directly supports work being done at the Tennessee Dept. of Economic and Community Development, Dept. of Health, Dept. of Commerce and Insurance, Dept. of Environment and Conservation, and others.</p>

**North Carolina Department of Information Technology**

<b>Street or P.O. Address</b>	3700 Wake Forest Rd.
<b>City, State, Zip Code</b>	Raleigh, NC, 27609
<b>Contact Name</b>	Chris King
<b>Contact Phone Number</b>	919.274.3916
<b>Contact Email Address</b>	chris.king@raleighnc.gov

### North Carolina Department of Information Technology

<b>Narrative Statement</b>	<p><b>TEKsystems has supported the State of North Carolina with IT services for 20+ years and has provided over 1,000 technical resources.</b> Over that time, we have staffed multiple skill sets including ServiceNow architects/developers, technical writers, RFP writers, network engineers, GIS analyst, data analyst, O365 engineers, application developers, QA testers, mainframe engineers, DBA engineers, claims analyst, content trainers, desktop engineers/technicians and help desk associates. These technical consultants have been utilized to help the state complete projects and initiatives for multiple State of North Carolina agencies. The agencies we've supported are NC Dept. of Information Technology, NC Dept of Transportation, NC Dept of Employment Security, Dept of Health and Human Services, NC FAST, Administrative Office of the Courts, Department of Commerce, Dept. of Justice and Department of Revenue.</p>
----------------------------	---

### New York State Energy Research Development Authority (NYSERDA)

<b>Street or P.O. Address</b>	17 Columbia Cir
<b>City, State, Zip Code</b>	Albany, NY 12203
<b>Contact Name</b>	Glen Kaatz
<b>Contact Phone Number</b>	518.429.6661
<b>Contact Email Address</b>	<a href="mailto:Glen.kaatz@nysERDA.ny.gov">Glen.kaatz@nysERDA.ny.gov</a>
<b>Narrative Statement</b>	<p><b>TEKsystems started working with NYSERDA in 2013 and has placed over 100 technical resources.</b> In 2016, TEKsystems was awarded to be one on NYSERDA's preferred IT staffing partners. NYSERDA has ongoing needs for technical professionals to help with many of their projects.</p> <p>TEKsystems has supported the following projects:</p> <ul style="list-style-type: none"> <li>▪ Salesforce implementation</li> <li>▪ SharePoint upgrade</li> <li>▪ PeopleSoft upgrade</li> <li>▪ Transformation and LEAN</li> <li>▪ Data governance</li> <li>▪ VoIP upgrade</li> </ul> <p>TEKsystems has placed the following types of consultants:</p> <ul style="list-style-type: none"> <li>▪ .NET developers</li> <li>▪ Salesforce developers</li> <li>▪ SQL developers</li> <li>▪ Project managers</li> <li>▪ Data governance leads</li> <li>▪ Tableau developers</li> <li>▪ Systems administrators</li> <li>▪ PeopleSoft developers</li> </ul>

Additional experience includes but is not limited to the following:

### **State of Arkansas**

Through an Interstate Cooperation Contract (ITSAC), TEKsystems currently supports the Department of Health (ADH) with over 30 consultants spread across multiple departments. Key departmental initiatives that we support include:

- Field support to locations across the state
- Writing grants to capture funding for various projects
- Data analysis and modernization

The ADH leadership team is extremely pleased with the flexibility that the ITSAC vehicle has given them to impact multiple projects/initiatives with one strategic partner. Some key consultant skill sets we have provided include, but are not limited to:

- Security administrator
- Database administrator
- Trainer
- QA tester
- Help desk
- Data analyst
- Business analyst
- Systems analyst
- Developer
- Project manager
- Network analyst
- Desktop support
- Program manager
- Architects
- Network engineer

### **State of New Mexico**

TEKsystems is working with the State of New Mexico Human Services department to help them deliver on their Medicaid-focused Unified Portal / Integration Eligibility Services Bus Project and several other projects. **We have placed over 1,200 consultants with the Human Services department.** We are supporting them through staff augmentation and discussing technology services options as well. On-site we have project managers, Java developers, and SharePoint staff to support in the successful planning and implementation of this work.

TEKsystems' local Albuquerque, New Mexico, office supports not only the department's IT needs, but also the State's broader ones. Through our local presence and scalable staffing solutions, we support over 12 active agencies.

### **State of New York**

TEKsystems was one of only three vendors initially chosen to support the State of New York's Integrated Eligibility (IES) project. **The chosen vendors provide up to 150 consultants to support New York's IES implementation.** The mission of IES is to enhance the well-being of New Yorkers by transforming health and human service delivery through coordinated business practices, modernized technology, and strategic partnerships. IES will provide eligibility, enrollment, case management, and payment

functionality for Health and Human Service programs currently served by the Welfare Management System, Benefits Issuance Control System, and other State of New York systems. IES will build on the successful opening of the New York State of Health (NYSoH) by leveraging assets created for the health benefit exchange to modernize the eligibility system for health and human service programs.

We also have supported the New York State Department of Health (DOH) indirectly for several years through integrator partners. **Over the past five years, we have placed 200 resources to assist in initiatives including the Medicaid Management Information System (MMIS), Health Insurance Exchange (HIX), and All Payer Database (APD).**

### **Commonwealth of Pennsylvania**

**TEKsystems has worked with the Commonwealth directly and through integrator partners in support of IES and DOH programs, placing over 50 resources to support these projects within the past five years.** We have also assisted the Commonwealth with writing the MMIS 2020 requirements for the DOH and resulting RFP development.

### **State of Wisconsin**

TEKsystems has worked with the State of Wisconsin for 20+ years. During this time, **we have placed over 200 consultants with the Department of Health Services and over 800 indirectly to support the State's MMIS project.**

## Why TEKsystems?

Among the thousands of staffing companies nationwide, why should the State of West Virginia choose TEKsystems to fulfill your technical temporary staffing needs?



#1 IT Staffing  
Provider in U.S. for  
20+ Years (Staffing  
Industry Analysts)



Serves 43 State  
Governments  
Through Formal  
Practice



Supports 15 State  
Public Health  
Agencies With  
Technology Staffing



Charleston & Statewide  
Presence for  
Personalized Service &  
Local Market Intel

### Figure 2. Standing Out From the Crowd

*With thousands of local and national staffing providers, why choose TEKsystems? As the leading provider of technology talent in the United States for over 20 years, we bring not only the best talent, but also the best talent management processes so our customers can focus on achieving your critical business goals.*

## Our Position as the Largest IT Staffing Company in the U.S. Means Massive Talent Pool for the State

Staffing Industry Analysts, the premier research and analysis firm for the contingent workforce, has ranked TEKsystems as the No. 1 IT staffing provider in the United States every year since 2000 (the first year this data was captured by Staffing Industry Analysts). The 2023 list of largest IT staffing firms included 66 companies with combined revenue of \$30.9 billion. Controlling 10% market share, TEKsystems ranked as the largest overall market shareholder among the companies on Staffing Industry Analysts' 2023 list.

TEKsystems' unparalleled network of technology talent comprises nearly three million qualified candidates. By partnering with TEKsystems, the State has access to over 81% of the domestic IT workforce in North America. Our proven methods to attract, develop, and retain the best technology talent in the industry will help the State build high performing teams that meet your critical business goals. We make over 80,000 IT placements annually across a wide range of skill sets.

## Our Experience With 43 State Governments Has Resulted in a Specialized Practice Catering to Public Entities Like the State

TEKsystems' Government Services practice supports 43 states and more than 350 public sector customers, focusing on the unique needs of government entities like the State. Our leaders and teams target the initiatives most common to state and local administrations and then find the IT consultants with the experience and skills to help accomplish them, providing the State the consultants with hands-on experience in the infrastructures and systems common to your environment.

Examples of our state and local government capabilities include our involvement in the following initiatives:

- Health and Human Services initiatives for effective and secure system interface deployment that allows providers, hospitals, public health departments, and state agencies to implement respective services

- Data center consolidation and modernization initiatives to simplify and streamline operations while supporting hardware and software assets
- Transportation initiatives to improve safety and reduce vehicle wear, transportation times, and fuel consumption
- Public safety initiatives to securely share information while meeting standards for interoperability and data exchange
- Education initiatives to permit the generation and use of accurate and timely data, facilitate informed analytics and decision making, improve student academic achievement, and support education accountability systems

TEKsystems is committed to helping public sector agencies and integrators improve citizens' lives and create sustainable, meaningful change. We will work with you to bring commercial innovation and efficiency to local, state, and national government services backed by skilled teams that understand the public sector and partnerships with the world's leading technology companies.

### **Providing Thousands of Consultants to State Public Health Agencies Has Resulted in Pipelines of Candidates Well-Versed in the Common Programs and Challenges of This Space**

Among common government engagements, we have provided thousands of IT consultants in support of state public health initiatives for effective and secure system interface deployment that allows providers, hospitals, public health departments, and state agencies to implement respective services. We currently work with the following:

- Arkansas Department of Health
- Connecticut – Access Health
- Florida Department of Health
- Hawaii Health Systems
- Kentucky Cabinet for Health and Family Services
- Louisiana Department of Health
- Idaho Department of Health and Welfare
- Michigan Public Health Institute
- Minnesota Department of Health
- New Mexico Department of Health
- Oklahoma Department of Health Services
- Pennsylvania Department of Health
- Texas Health and Human Services
- Virginia Department of Health
- Wisconsin Department of Health Services

TEKsystems' Recent Public Health Experience	
<b>Integrated Eligibility</b>	Food Inspection Application
<b>Medicaid SI</b>	All Payers Claims Database (APCD)
<b>Medicaid PMO</b>	Online Gateway
<b>Medicaid DSS</b>	Partner Portal / Medicaid Partner Portal
<b>Medicaid Waiver 1115 – Entitlement Reform</b>	Vital Statistics



TEKsystems' Recent Public Health Experience	
Medicaid Enterprise Management System (MEMS)	Immunization Registry
Medicaid Management Information System (MMIS)	Child Support Enforcement System
Health Information Exchange	Child Support Enforcement Web Portal
Health Insurance Exchange	SNAP
Prescription Electronic Reporting System	TANF
Integrated Child Care System	LIHEAP
Case Worker Applications	Medicaid Waivers

### Our Office in Charleston Provides Personalized Service and Local Market Knowledge to Form a True Partnership With the State

Our Charleston office, located at 1116 Smith Street, is less than a mile from your administrative offices. Our 20 dedicated local recruiters understand the local IT market, live and work in your community, and are fully dedicated to supporting all of your technical temporary staffing needs.

Along with our 20 local recruiters, TEKsystems has more than 40 recruiters dedicated solely to our state and local government customers. They build pipelines of candidates experienced in the challenges and systems common to your unique segment.

Nationwide, we employ over 2,000 recruiters who we can call upon to support our customers' temporary staffing requests. These recruiters are segmented by technical division. Because we align our talent offerings to specific technical divisions, the State's personnel requirements will be filtered directly to recruitment professionals with deep insight into the respective skill sets. Technical subject matter experts in each division oversee delivery strategy and assist in screening all candidates' technical knowledge, ensuring we provide you IT talent with proven skills who best match your requirements.

Our technical divisions align with your requested job classifications and include the following:



**Figure 3. Skill Set Expertise**

*The State will receive specialized support from technically aligned recruiters who understand the technologies and skill sets critical to your projects.*

## **Appendix A: State and Local Government Customers**

Below represents state and local government customers that TEKsystems currently or has supported with technical staffing and services either directly, indirectly, or both.

### **West Virginia**

Department of Health and Human Resources

### **Alabama**

Department of Education

Department of Finance

Alabama Medicaid Agency

Auburn University at Montgomery

### **Alaska**

Municipality of Anchorage

### **Arizona**

Department of Administration

Department of Economic Security

Department of Transportation

Maricopa County Environment Services

Maricopa County Sheriff's Office

Pima County

City of Goodyear

City of Phoenix

Salt River Project

Salt River Project Agricultural Improvement & Power District

### **Arkansas**

Department of Health

Department of Human Services

### **California**

Department of Corrections

Department of Education

Department of Fish & Wildlife

Department of General Services

Department of Health and Human Services

Department of Human Assistance

Department of Mental Health

Department of Parks and Recreation

Department of Veterans Affairs

Department of Water Resources

Franchise Tax Board



Public Employee Retirement System  
State Lottery  
Stephen P. Teale Center  
City of Carlsbad  
City of Fremont  
City of Hope  
City of Milpitas  
City of Modesto  
City of Richmond  
City of Rocklin  
City of Santa Cruz  
City of Vallejo  
City of Visalia  
City of Torrance  
City of Vacaville  
County of Fresno  
County of Fresno Sheriff's Office  
County of Madera  
County of Riverside  
County of Riverside – Department of Public Social Services  
County of San Mateo  
County of Santa Clara  
County of San Bernardino  
County of Solano  
County of Placer  
County of Sacramento Department of Technology  
County of Sacramento Department of Human Assistance  
County of Sacramento Office of Communications and Information Technology  
County of Sacramento Department of Transportation  
County of Sacramento Department of Probation  
County of Ventura  
County Sanitation Districts of Los Angeles  
Orange County Sanitation  
Sacramento County Sheriff's Department  
Kern County  
Kern County Superintendent  
California Earthquake Authority  
California Rural Indian Health Board  
California School Boards Association  
California School Information Services  
Sacramento Area Sewer District  
San Diego Unified Port District

### **Colorado**

Department of Human Services  
Department of Corrections  
Town of Parker  
Colorado Lottery  
Adams County School District #14  
Adams Twelve Five Star Schools  
Denver Public Schools Credit Union  
Denver International Airport  
Town of Castle Rock  
City and County of Denver  
City of Brighton  
City of Centennial  
City of Longmont  
Douglas County  
Jefferson County  
County of Larimer  
Platte River Power Authority

### **Connecticut**

Department of IT  
Access Health CT  
City of Danbury

### **Florida**

Agency for Healthcare Administration  
Department of Blind Services  
Department of Children & Families  
Department of Corrections  
Department of Education  
Department of Education, Division of Blind Services  
Department of Environmental Protection  
Department of Health  
Department of Revenue  
Department of Transportation  
Broward County Office of Information Technology  
Broward County School Board  
Broward County Sheriff's Office  
City of Boca Raton  
City of Jacksonville  
City of West Palm Beach  
City of Winter Park  
City of Ft. Lauderdale

City of Gainesville  
City of Jacksonville Beach  
City of Tallahassee  
City of Tamarac  
City of Tampa  
County of Hillsborough  
County of Miami Dade  
County of Palm Beach  
Clerk & Comptroller, Palm Beach County  
Hillsborough County Clerk Circuit Court  
HIP Administrators of Florida  
Leon County  
Leon County Schools  
Orange County Finance Department  
Orange County Government  
Palm Beach County Sheriff's Office  
Palm Beach County Board of County Commissioners  
Sarasota County Government  
South Florida Water Management  
St. John River Water Management  
The School District of Palm Beach County  
Eighth Judicial Circuit of Florida  
Florida Office of Legislative Information Technology Services  
Florida Senate  
Florida Virtual School  
Seminole County Sheriff's Office  
Hillsborough County Sheriff Office  
Pasco County Sheriff Office  
Polk County  
Town of Davie

### **Georgia**

Department of Administrative Services  
Department of Behavioral Health and Developmental Disabilities  
Department of Community Health  
Department of Education  
Department of Human Services  
Department of Revenue  
Secretary of State  
Department of Transportation  
Atlanta Housing Authority  
Atlanta Public Schools  
City of Atlanta

Board of Regents – Office of Instructional Technology  
Criminal Justice Coordinating Council  
Georgia Lottery  
Georgia Tech Foundation  
Georgia Medical Care Foundation  
Georgia Technology Authority  
Office of Planning and Budget  
Professional Standards Commission

### **Hawaii**

Hawaii Health Systems Corporation  
Kamehameha Schools

### **Idaho**

Department of Commerce and Labor  
Department of Corrections  
Department of Health and Welfare  
Department of Lands  
Department of Transportation  
Idaho State Insurance Fund  
Judiciary Courts of the State of Idaho

### **Illinois**

Illinois State Board of Education  
City of Chicago  
Cook County Treasury  
State of Illinois

### **Indiana**

Bureau of Motor Vehicles  
Department of Revenue  
Department of Transportation  
Family and Social Services Administration  
Office of Technology  
Capital Improvement Board of Managers  
Indiana Public Schools Education Foundation  
Indianapolis Public Schools

### **Iowa**

Department of Administrative Services  
Judicial Branch

### **Kansas**

Department of Labor  
Department of Transportation  
Social and Rehabilitation Services

Blue Valley School District  
City of Kansas City Aviation  
City of Shawnee

### **Kentucky**

Cabinet for Health and Family Services  
Commonwealth Office of Technology  
Department of Corrections  
Department of Human Resources Administration  
Department of Insurance  
Department of Motor Vehicles  
Department of Nursing  
Department for Public Advocacy  
Department for Public Health  
Department of Transportation  
Division of Laboratory Services  
Council for Postsecondary Education  
Education Cabinet  
Environment and Public Protection Cabinet  
Kentucky Housing Corporation  
Kentucky Employers' Mutual Insurance  
Kentucky Retirement Systems  
Kentucky Teacher Retirement System  
County of Jefferson  
Lexington-Fayette Urban County Government  
Louisville/Jefferson County Metro Government  
Louisville Water Company  
University of Kentucky – All-Payer Claims Database

### **Louisiana**

Department of Education  
Department of Health  
Department of Public Safety  
City of New Orleans Assessor's Office  
St. James Parish School Board

### **Maine**

State of Maine

### **Maryland**

Administrative Office of the Courts  
Medicare and Medicaid Services  
Baltimore City Public Schools  
Harford County Health Department

### **Massachusetts**

Attorney General's Office  
Department of Corrections  
Department of Education

Department of Public Health  
Department of Public Safety  
Department of Social Services  
Division of Medical Assistance  
Emergency Management Agency  
Office of Labor and Workforce Development  
Massachusetts Bay Transportation Authority

### **Michigan**

Department of Education  
Department of Health and Human Services  
Department of Technology  
Department of Treasury  
Judicial Information System  
Legislative Service Bureau  
BAE Systems  
Berrien County  
City of Flint  
Detroit Land Bank Authority  
Jackson County  
Kalamazoo Regional Educational Service  
Kent County ISD  
Lansing Board of Water and Light  
Livingston County Library  
Michigan Economic Development Authority  
Michigan Education Special Services  
Michigan Public Health Institute  
Oakland County  
Saint Clair County Library  
Third Judicial Circuit of Michigan  
United States Environmental Protection Agency (EPA)  
Washtenaw County

### **Minnesota**

Department of Corrections  
County of Hennepin  
Ramsey County  
Washington County

### **Missouri**

City of Kansas City  
Excelsior Springs School District

### **Montana**

Department of Environmental Quality  
Department of Transportation  
Office of Public Instruction  
Montana Teachers Retirement Fund

### **Nebraska**

Department of Administrative Services  
Department of Labor  
Douglas Omaha Technology Commission  
Omaha Public Schools

### **Nevada**

Department of Administration  
Department of Employment, Training and Rehabilitation  
Department of Health and Human Services  
Department of Natural Resources  
Employees Association  
Nevada Commission on Tourism  
Secretary of State Office  
City of Henderson  
Clark County Government  
District Attorney Family Support  
Kent School District  
Las Vegas Metro Police Department  
Las Vegas Valley Water District  
Truckee Meadows Water Authority

### **New Mexico**

Albuquerque Public School District  
Bernalillo County  
City of Albuquerque  
State of New Mexico

### **New York**

Department of Environmental Conservation  
Department of Health  
Financial Information Services Agency  
New York State Board of Education  
New York State Electric & Gas  
New York State Energy Research & Development  
New York City Department of Education  
New York City Department of Information Technology and Telecommunications  
New York City Fire Department  
New York City School Construction Authority  
County of Suffolk  
New York Liquidation Bureau

### **North Carolina**

Housing Finance Agency  
IT Services  
City of Charlotte  
City of Greensboro  
Forsyth County  
Granite School District

Guilford County Schools  
Guilford County Mental Health  
Mecklenburg County Government  
Wake County Health & Human Services  
Wake County Public Schools

#### **North Dakota**

State of North Dakota

#### **Ohio**

Attorney General of Ohio  
Department of Developmental Disabilities  
Department of Health  
Department of Job and Family Services  
Department of Unemployment Compensation  
City of Columbus  
City of Dublin  
Columbus Regional Airport Authority  
Franklin County Data Center  
Greater Cleveland Regional Transit Authority  
Ohio Public Employees  
Ohio Bureau of Workers Compensation  
Ohio Legislative Information Systems  
School Employees Retirement System of Ohio

#### **Oklahoma**

City of Tulsa Police Department  
Housing Authority of the City of Tulsa  
Independent School District of Tulsa  
Oklahoma Office of Management and Enterprise

#### **Oregon**

Department of Administrative Services  
Department of Human Services  
Department of Transportation  
City of Gresham  
City of Portland  
City of Salem  
City of Tigard  
City of Woodburn  
Clark County  
Multnomah County  
Beaverton School District  
Hillsboro School District  
Northwest Regional Education Service District  
Portland Public Schools  
Reynolds School District  
Port of Portland



### **Pennsylvania**

Administrative Office of Pennsylvania Courts  
Association of Pennsylvania Courts  
Department of Community Economic Development  
Department of Conservation and Natural Resources  
Department of General Services  
Department of Labor and Industry  
Department of Public Welfare  
Department of Transportation  
Pennsylvania Bar Association  
Pennsylvania Employees Benefit Trust Fund  
Pennsylvania Higher Education Assistance Agency  
Pennsylvania Game Commission  
Pennsylvania Insurance Department  
Pennsylvania Legislative Office  
Pennsylvania Municipal Retirement System  
Pennsylvania Water Works  
City of Philadelphia  
Dauphin County  
Washington County  
Bethel Park School District

### **South Carolina**

State of South Carolina  
City of Columbia  
Greenville County School District  
Richland County School District

### **South Dakota**

State of South Dakota

### **Tennessee**

Bureau of TennCare  
Department of Children's Services  
Department of Commerce and Insurance  
Department of Education  
Department of Finance and Administration  
Department of Health  
Department of Human Services  
Department of Intellectual and Developmental Disabilities  
Department of Labor  
Department of Strategic Technology Solutions  
Department of Transportation  
Office of Comptroller  
Metropolitan Government of Nashville and Davidson County

### **Texas**

Alcoholic Beverage Commission  
Attorney General's Office

Health and Human Services Commission  
Legislative Council  
Secretary of State Office  
Department of Agriculture  
Department of State Health Services  
City of Fort Worth  
City of Garland  
City of North Richland Hills  
County of El Paso  
Dallas County  
Region 4 Education Service Center  
Birdville Independent School District  
Tarrant Regional Water District  
Teacher Retirement Systems of Texas

### **Utah**

Department of Health  
Department of Public Safety  
Department of Transportation  
Department of Workforce Services  
Division of Courts  
Utah Transit Authority  
Granite School District

### **Virginia**

Commonwealth of Virginia  
Arlington County  
County of Rockingham  
City of Chesapeake  
City of Portsmouth  
Hanover Public Schools  
Virginia Port Authority

### **Washington**

State of Washington  
City of Seattle  
City of Vancouver  
Sound Transit  
Kent School District  
Washington Health Benefit Exchange

### **Wisconsin**

Bureau of Highway Construction  
Circuit Court  
Employee Trust  
Judiciary Courts  
Department of Children and Family  
Department of Corrections  
Department of Financial Institutions

Department of Health and Family Services  
Department of Justice  
Department of National Resources  
Department of Public Infrastructure  
Department of Revenue  
Department of Transportation  
Department of Workforce Development  
Office of the Commissioner of Insurance  
Kenosha County  
City of Appleton  
City of Kenosha  
City of Racine  
Hortonville Area School District  
Unified School District of De Pere  
Milwaukee County Information Management Services Division  
Wisconsin Housing and Economic Development Authority

**Wyoming**

Department of Administration and Information

## **Appendix B Articles of Incorporation**

A copy of TEKsystems' Articles of Incorporation are shown on the following pages as required documentation of our years in business.

ARTICLES OF INCORPORATION  
OF  
TEK SYSTEMS MANAGEMENT, INC.

RECEIVED  
ASSESS. & TAX.

97 JAN 2 PM 12 23

THIS IS TO CERTIFY THAT:

FIRST: The undersigned, Robert A. Snyder, Jr., whose address is c/o Weinberg & Green LLC, 100 South Charles Street, Baltimore, Maryland 21201, being at least eighteen (18) years of age, does hereby form a corporation under the general laws of the State of Maryland.

SECOND: The name of the corporation (which is hereinafter called the "Corporation") is:

TEK Systems Management, Inc.

THIRD: The Corporation is formed for the purpose of carrying on any lawful business.

FOURTH: The address of the principal office of the Corporation in this State is 7301 Parkway Drive, Hanover, Maryland 21076.

FIFTH: The resident agent of the Corporation is Randall D. Sones, Esquire, whose address is 7301 Parkway Drive, Hanover, Maryland 21076. The resident agent is a citizen of and resides in the State of Maryland.

SIXTH: The total number of shares of stock which the Corporation has authority to issue is two hundred thousand (200,000) shares, \$.01 par value per share, all of one class. The aggregate par value of all authorized shares having a par value is twenty thousand dollars (\$2,000.00).

SEVENTH: The Corporation shall have a board of three (3) directors unless the number is increased or decreased in accordance with the bylaws of the Corporation. However, the number of directors shall never be less than the minimum number required by the Maryland General Corporation Law. The initial directors are:

Stephen J. Bisciotti  
James C. Davis  
John T. Carey

EIGHTH: (a) The Corporation reserves the right to make any amendment of the charter, now or hereafter authorized by law, including any amendment which alters the contract rights, as expressly set forth in the charter, of any shares of outstanding stock.

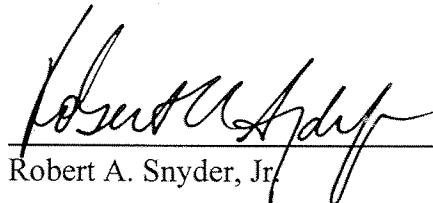
(b) The board of directors of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the board of directors may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation.

(c) The board of directors of the Corporation may, by articles supplementary, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversion or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or terms or conditions of redemption of the stock.

NINTH: No holder of shares of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the board of directors may, in authorizing the issuance of shares of stock of any class, confer any preemptive right that the board of directors may deem advisable in connection with such issuance.

TENTH: To the maximum extent that Maryland law in effect from time to time permits limitation of the liability of directors and officers, no director or officer of the Corporation shall be liable to the Corporation or its stockholders for money damages. Neither the amendment nor repeal of this Article, nor the adoption or amendment of any other provision of the charter or bylaws inconsistent with this Article, shall apply to or affect in any respect the applicability of the preceding sentence with respect to any act or failure to act which occurred prior to such amendment, repeal or adoption.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation and acknowledge the same to be my act on this 2nd day of January, 1997.

  
Robert A. Snyder, Jr.