



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

State of West Virginia  
**Master Agreement**

Order Date: 2016-01-26

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

<b>Order Number:</b> CMA 0511 0511 HHR1600000010	<b>Procurement Folder:</b> 183430
<b>Document Name:</b> Temporary IT Staffing Contract for WVDHHR/OMIS	<b>Reason for Modification:</b>
<b>Document Description:</b> Temporary IT Staffing Contract for WVDHHR/OMIS	
<b>Procurement Type:</b> Statewide MA (Open End)	
<b>Buyer Name:</b> April Battle	
<b>Telephone:</b> (304) 558-0067	
<b>Email:</b> april.e.battle@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2016-01-25
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2017-01-24

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> 000000111336 RADGOV INC 6750 N ANDREWS AVE STE 200  FORT LAUDERDALE FL 333092180  US <b>Vendor Contact Phone:</b> (999) 999-9999 <b>Extension:</b> 5753 <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Harriett (Jo) Bess <b>Requestor Phone:</b> (304) 558-0114 <b>Requestor Email:</b> jo.h.bess@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

**AGENCY COPY**

<b>Total Order Amount</b>	Open End
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*ack 1/26/16*

<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> <i>[Signature]</i> <b>DATE:</b> <i>1/27/16</i> <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> <i>[Signature]</i> <b>DATE:</b> <i>2/3/16</i> <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> <i>[Signature]</i> <b>DATE:</b> <i>FEB 4 2016</i> <b>ELECTRONIC SIGNATURE ON FILE</b>
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**Extended Description:**

The Vendor, RadGov Inc., agrees to enter with the West Virginia Purchasing Division, into an open-end contract for the purchase of Temporary IT Staffing Service per the Specifications, Terms and Conditions, Bid Requirements, and the Vendor's bid dated 05/15/15 incorporated herein by reference and made a part hereof. Releases from this Statewide Master Agreement are to be made in accordance with Section 4.3.1 of the Specifications and the attached spreadsheet entitled "IT Staffing Contract for WVDHHR/OMIS".

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80111608			HOUR	\$77.12000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** FACTS Technical Project Manager

**Extended Description:**

4.1.1 FACTS Technical Project Manager - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80111608			HOUR	\$56.880000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** FACTS Senior Web Application Analyst

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80111608			HOUR	\$47.430000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** FACTS Web Application Analyst

**Extended Description:**

4.1.3 FACTS Web Application Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80111608			HOUR	\$76.640000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** FACTS Application Architect

**Extended Description:**

4.1.4 FACTS Application Architect - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80111608			HOUR	\$59.140000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Web Team Senior Web Application Analyst

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80111608			HOUR	\$58.1100
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** OSCAR Senior Application Programmer Analyst

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80111608			HOUR	\$51.20000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** OSCAR Application Programmer Analyst

**Extended Description:**

4.1.7 OSCAR Application Programmer Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80111608			HOUR	\$58.160000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** OSCAR Application Programmer

**Extended Description:**

4.1.8 OSCAR Application Programmer - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	80111609			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior Application Oracle Database Administrator

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	80111609			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Application Oracle Database Administrator

**Extended Description:**

4.1.10 Application Oracle Database Administrator - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	80111609			HOUR	\$0.0000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior SQL Server Database Administrator

**Extended Description:**

4.1.11 Senior SQL Server Database Administrator - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	80111609			HOUR	\$0.0000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** SQL Server Database Administrator

**Extended Description:**

4.1.12 SQL Server Database Administrator - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	80111608			HOUR	\$76.21000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior COGNOS Analyst/Project Manager

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	80111608			HOUR	\$60.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** COGNOS Analyst

**Extended Description:**

4.1.14 COGNOS Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	80111608			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Software Test Analyst

**Extended Description:**

4.1.15 Software Test Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	80111616			HOUR	\$0.00000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Help Desk Analyst

**Extended Description:**

4.1.16 Help Desk Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	80111608			HOUR	\$0.00000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Business Analyst

**Extended Description:**

4.1.17 Business Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	80111608			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Technical Writer

**Extended Description:**

4.1.18 Technical Writer- All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	80111608			HOUR	\$26.320000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior CRM Application Programmer Analyst

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	80111608			HOUR	\$54.210000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** CRM Application Programmer Analyst

**Extended Description:**

4.1.20 CRM Application Programmer Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	80111608			HOUR	\$0.00000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior SharePoint Application Programmer Analyst

**Extended Description:**

4.1.21 Senior SharePoint Application Programmer Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	80111608			HOUR	\$0.00000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** SharePoint Application Programmer Analyst

**Extended Description:**

4.1.22 SharePoint Application Programmer Analyst - All-inclusive Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	80111608			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior .NET Application Programmer Analyst

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	80111608			HOUR	\$55.270000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** .NET Application Programmer Analyst

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	80111608			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior Mainframe Application Programmer Analyst

**Extended Description:**

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	80111608			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Mainframe Application Programmer Analyst

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	80111608			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Senior Application DB2 Database Administrator

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

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	80111608			HOUR	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** Application DB2 Database Administrator

**Extended Description:**  
4.1.28 Application DB2 Database Administrator- All-inclusive Hourly Rate

HHR1600000010	<b>Document Phase</b> Draft	<b>Document Description</b> Temporary IT Staffing Contract for WVDHHR/OMIS	<b>Page 8</b> <b>of 8</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



## GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.3. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.7. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on January 25, 2016 and extends for a period of One (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.
- Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.
- One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

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

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

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

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

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

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

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

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

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

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

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

9. **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
10. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of N/A for N/A.  
This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
- 15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement whose cost at the time the contract is awarded will be paid with public money in an amount greater than \$500,000. Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established under West Virginia Code §§ 21-5A-1 et seq. Vendor shall

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

21. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
22. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
24. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

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

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

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

**31. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.



**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but

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

- 36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater.

For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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



Temporary IT Staffing Contract for WVDHHR/OMIS

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**CERTIFICATION AND SIGNATURE PAGE**

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

RADgov, Inc.

(Company)

*Clarisey Lee* Clarisey Lee (Contracts Administrator)  
(Authorized Signature) (Representative Name, Title)

(954) 938 2800 (954) 938 2004 05-15-2015

(Phone Number) (Fax Number) (Date)

**Remainder of the page intentionally left blank**

**SPECIFICATIONS**

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

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

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

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

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

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Services" means providing temporary staffing services for the list of classifications identified in Section 1 (above) and/or Section 4.1 (below).
  - 2.2 "Pricing Page" means the pages, contained wvOASIS upon which Vendor should list its proposed price for the Contract Services.
  - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 "BCF" means Bureau of Children and Families.
  - 2.5 "COGNOS" means IBM's COGNOS software.
  - 2.6 "CPS" means Child Protective Services.
  - 2.7 "CRM" means Microsoft's Dynamics CRM software.
  - 2.8 "DB2" means IBM's DB2 database software.
  - 2.9 "FACTS" means Families and Children Tracking System. This system

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

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

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

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

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

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

**3 QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

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

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

**4 MANDATORY REQUIREMENTS:**

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



requirements as shown below:

**4.1.1 FACTS Technical Project Manager:**

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

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

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

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

**4.1.2 FACTS Senior Web Application Analyst:**

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

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

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

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

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

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

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

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

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

**4.1.3 FACTS Web Application Analyst:**

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- 4.1.3.1 FACTS Web Application Analyst must have a minimum of five (5) years of Web development experience with dynamic database driven enterprise level web applications.
- 4.1.3.2 FACTS Web Application Analyst must have a minimum of three (3) years of experience in web development using ASP. Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.3.3 FACTS Web Application Analyst must have a minimum of five (5) years development experience with a complex, large-scale, N-Tier application.
- 4.1.3.4 FACTS Web Application Analyst must have a minimum of two (2) years of experience using third party controls (i.e. Telerik, Component Art or Infragistics) to develop ASP.Net applications.
- 4.1.3.5 FACTS Web Application Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.3.6 FACTS Web Application Analyst must have a minimum of seven (5) years of Relational Database experience.
- 4.1.3.7 FACTS Web Application Analyst must have a minimum of two (2) years of experience using Oracle RDBMS, SQL tuning, PL/SQL development skills, including the development of stored procedures.
- 4.1.3.8 FACTS Web Application Analyst must have a minimum of two (2) years Data Design/Data Modeling experience.
- 4.1.3.9 FACTS Web Application Analyst must have a minimum of two (2) years of Analysis and Design experience.
- 4.1.4 **FACTS Application Architect:**
  - 4.1.4.1 FACTS Application Architect must have a minimum of seven (7) years of Web development experience with dynamic database driven enterprise level web applications.

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

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

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

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

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

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

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

**4.1.5 Web Team Senior Web Application Analyst:**

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

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

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

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

4.1.5.5 Web Team Senior Web Application Analyst must have a

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

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

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

**4.1.6 OSCAR Senior Application Programmer Analyst:**

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

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

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

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

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

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

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



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

**4.1.7 OSCAR Application Programmer Analyst:**

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

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

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

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

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

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

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

**4.1.8 OSCAR Application Programmer:**

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

- 4.1.8.2 OSCAR Application Programmer must have a minimum of four (4) years of experience in Job Control Language (JCL) experience.
- 4.1.8.3 OSCAR Application Programmer must have a minimum of four (4) years of experience using Computer Associate's (CA) DB2 Tools – RC/Update, RC/Query and PRF.
- 4.1.9 **Senior Application Oracle Database Administrator:**
  - 4.1.9.1 Senior Application Oracle Database Administrator must be an Oracle Database Administrator Certified Professional.
  - 4.1.9.2 Senior Application Oracle Database Administrator must have a minimum of ten (10) years of experience with the maintenance and management of Oracle database systems.
  - 4.1.9.3 Senior Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or six (6) years of equivalent work experience required.
  - 4.1.9.4 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in providing connectivity to an Oracle database.
  - 4.1.9.5 Senior Application Oracle Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions and packages (PL/SQL Code).
  - 4.1.9.6 Senior Application Oracle Database Administrator must have a minimum of five (5) years in optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.
  - 4.1.9.7 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience writing and maintaining UNIX/LINUX shell scripts in HP UNIX and/or RedHat LINUX environment.

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- 4.1.9.8 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
- 4.1.9.9 Senior Application Oracle Database Administrator must have a minimum of two (2) years of experience with the utilization and administration of Oracle Warehouse Builder.
- 4.1.9.10 Senior Application Oracle Database Administrator must have a minimum of five (5) years of experience in utilization of Oracle RMAN backup to include full and incremental backups and cloning a database.
- 4.1.9.11 Senior Application Oracle Database Administrator must have a minimum of two (2) years in fine grain access control in an Oracle database.
- 4.1.10 Application Oracle Database Administrator:**
  - 4.1.10.1 Application Oracle Database Administrator must have a minimum of five (5) years of experience with the maintenance and management of Oracle database systems.
  - 4.1.10.2 Application Oracle Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or three (3) years of equivalent work experience required.
  - 4.1.10.3 Application Oracle Database Administrator must have a minimum of two (2) years of experience in providing connectivity to an Oracle database.
  - 4.1.10.4 Application Oracle Database Administrator must have a minimum of two (2) years providing assistance to programming staff in debugging triggers, procedures, functions and packages (PL/SQL Code).
  - 4.1.10.5 Application Oracle Database Administrator must have a minimum of two (2) years in optimizing SQL execution for Oracle SQL procedures, functions, packages and triggers.

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

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

**4.1.11 Senior SQL Server Database Administrator:**

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

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

4.1.11.3 Senior SQL Server Database Administrator must have a minimum of five (5) years of experience migrating prior versions of SQL Server to SQL Server 2012 on Windows servers. This must include the conversion of DTS packages to SSIS.

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

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

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

**4.1.12 SQL Server Database Administrator:**

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

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

4.1.12.3 SQL Server Database Administrator must have a minimum of two (2) years of experience migrating prior versions of SQL Server to SQL Server 2012 on Windows servers. This must include the conversion of DTS packages to SSIS.

4.1.12.4 SQL Server Database Administrator must have a minimum of two (2) years of experience installing, implementing and monitoring SSIS and SSAS for SQL Server 2008.

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

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

**4.1.13 Senior COGNOS Analyst/ Project Manager:**

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

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

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- 4.1.13.11 Senior COGNOS Analyst/Project Manager must have a minimum of seven (7) years of experience in administration of user permissions, user accounts and security profiles, Implement security at different levels in COGNOS Connection, Performance Tuning, Distribution Management, Scheduling, Installation of fix packs and knowledge in upgrading COGNOS to newer versions.
- 4.1.13.12 Senior COGNOS Analyst/Project Manager must have a minimum of five (5) years of experience with coding Database Stored Procedures, Functions and Packages.
- 4.1.13.13 Senior COGNOS Analyst/Project Manager must have a minimum of one (1) year of experience in the Administration of a Database as a primary or assistant DBA.
- 4.1.13.14 Senior COGNOS Analyst/Project Manager must have a minimum of five (5) years of experience with an enterprise level Statewide Automated Child Welfare Information System (SACWIS) and a statewide Child Support Enforcement system.
- 4.1.14 **COGNOS Analyst:**
- 4.1.14.1 COGNOS Analyst must have a Bachelor's degree in Computer Science or a related field from an accredited institution or a minimum of six (6) years of equivalent work experience required.
- 4.1.14.2 COGNOS Analyst must have experience in the successful implementation of small and/or medium scale projects.
- 4.1.14.3 COGNOS Analyst must have a minimum of three (3) years of experience using the COGNOS suite of components including metadata Modeler and Report Developer specifically COGNOS V10/V8 BI, Framework Manager, Query Studio, Report Studio and Analysis Studio.
- 4.1.14.4 COGNOS Analyst must have a minimum of three (3) years of experience with relational databases - Oracle required.

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- 4.1.14.5 COGNOS Analyst must have a minimum of one (1) year of experience with Oracle Warehouse Builder.
  - 4.1.14.6 COGNOS Analyst must have a minimum of one (1) year of experience in requirements gathering, process and data analysis.
  - 4.1.14.7 COGNOS Analyst must have a minimum of one (1) year of experience working with various modeling techniques, data flow diagrams and workflow diagrams.
  - 4.1.14.8 COGNOS Analyst must have a minimum of one (1) year of experience installing, configuring and maintaining a COGNOS server environment.
  - 4.1.14.9 COGNOS Analyst must have a minimum of one (1) year of experience in creation of UAT Test Plans.
  - 4.1.14.10 COGNOS Analyst must have a minimum of one (1) year of experience in administration of user permissions, user accounts and security profiles.
- 4.1.15 **Software Test Analyst:**
- 4.1.15.1 Software Test Analyst must have a Bachelor's degree from an accredited college or university in computer science or related field, or an Associate's degree from an accredited college, university, or business school in computer science or related field and a minimum of one (1) year of full-time computer programming experience, or a minimum of three (3) years of experience in the field or in a related area.
  - 4.1.15.2 Software Test Analyst must have a minimum of three (3) years of experience in evaluating and testing new or modified software programs and software development procedures used to verify that programs function according to user requirements and conform to establishment guidelines. Must be able to write, revise, and verify quality standards and test procedures for program design and product evaluation to obtain a quality of software acceptable to the Agency.



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4.1.15.3 Software Test Analyst must have a minimum of three (3) years of experience in developing, publishing, and implementing test plans.

4.1.15.4 Software Test Analyst must have a minimum of three (3) years of experience in writing and maintaining test automation. Must be able to evaluate, recommend, and implement automated test tools and strategies. Must develop, maintain, and upgrade automated test scripts and architectures for application products.

4.1.15.5 Software Test Analyst must have a minimum of three (3) years of experience in writing, implementing, and reporting the status of system test cases for testing. Must analyze test cases and provide regular progress reports. Must participate in the testing process through test review and analysis, test witnessing and certification of software.

**4.1.16 Help Desk Analyst:**

4.1.16.1 Help Desk Analyst must have a minimum of three (3) years of experience in providing technical assistance to computer system users on a variety of issues. Must identify, research, and resolve technical problems. Must respond to telephone calls, email and personnel requests for technical support. Must document, track, and monitor the problem to ensure a timely resolution. Must answer questions to resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

4.1.16.2 Help Desk Analyst must have a minimum of one (1) year of experience in the field of a support office or in a related area.

4.1.16.3 Help Desk Analyst must have knowledge of commonly used Help Desk concepts, practices, and procedures within an Information Technology field. Relies on instructions and pre-established guidelines to perform the functions of the job.

**4.1.17 Business Analyst:**

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

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

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

**4.1.18 Technical Writer:**

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

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

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

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

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

**4.1.19 Senior CRM Application Programmer Analyst:**

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

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

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

**4.1.20 CRM Application Programmer Analyst:**

- 4.1.20.1 CRM Application Programmer Analyst must have a minimum of three (3) years of Microsoft Dynamics CRM development experience.
- 4.1.20.2 CRM Application Programmer Analyst must have a minimum of three (3) years of experience in web development using ASP.Net, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.20.3 CRM Application Programmer Analyst must have a minimum of five (5) years development experience with a complex, large-scale, N-Tier application.
- 4.1.20.4 CRM Application Programmer Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.20.5 CRM Application Programmer Analyst must have a minimum of two (2) years of experience using SQL Server.
- 4.1.20.6 CRM Application Programmer Analyst must have a minimum of two (2) years Data Design/Data Modeling experience.
- 4.1.20.7 CRM Application Programmer Analyst must have a minimum of two (2) years of Analysis and Design experience.
- 4.1.20.8 CRM Application Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

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

**4.1.21 Senior SharePoint Application Programmer Analyst:**

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

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

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

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

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

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

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

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

**4.1.22 SharePoint Application Programmer Analyst:**

- 4.1.22.1 SharePoint Application Programmer Analyst must have a minimum of two (2) years of SharePoint development experience, in conjunction with the use of Infopath.
- 4.1.22.2 SharePoint Application Programmer Analyst must have a minimum of two (2) years of experience in web development using ASP.Net, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.22.3 SharePoint Application Programmer Analyst must have a minimum of three (3) years development experience with a complex, large-scale, N-Tier application.
- 4.1.22.4 SharePoint Application Programmer Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.22.5 Senior SharePoint Application Programmer Analyst must have a minimum of one (1) years of experience with designing and developing applications using SOAP/ REST Web Services.
- 4.1.22.6 SharePoint Application Programmer Analyst must have a minimum of three (3) years of Relational Database experience.
- 4.1.22.7 SharePoint Application Programmer Analyst must have a minimum of two (2) years of Analysis and Design experience.
- 4.1.22.8 SharePoint Application Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

**4.1.23 Senior .NET Application Programmer Analyst:**

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

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- 4.1.23.2 Senior .NET Application Programmer Analyst must have a minimum of seven (7) years of experience in web development using ASP.Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
- 4.1.23.3 Senior .NET Application Programmer Analyst must have a minimum of seven (7) years development experience with a complex, large-scale, N-Tier application.
- 4.1.23.4 Senior .NET Application Programmer Analyst must have a minimum of three (3) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
- 4.1.23.5 Senior .NET Application Programmer Analyst must have a minimum of two (2) years of experience using a client side MVVM architectural model for building web applications.
- 4.1.23.6 Senior .NET Application Programmer Analyst must have a minimum of five (5) years Data Design/Data Modeling experience.
- 4.1.23.7 Senior .NET Application Programmer Analyst must have a minimum of two (2) years of experience with designing and developing applications using SOAP/ REST Web Services.
- 4.1.23.8 Senior .NET Application Programmer Analyst must have a minimum of five (5) years of Analysis and Design experience.
- 4.1.23.9 Senior .NET Application Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.
- 4.1.23.10 Senior .NET Application Programmer Analyst must have a minimum of two (2) years of experience with Microsoft SharePoint Services/Server and Team Foundation Server (TFS) for team collaboration.

**4.1.24 .NET Application Programmer Analyst:**

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



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- 4.1.24.2 .NET Application Programmer Analyst must have a minimum of three (3) years of experience in web development using ASP.Net, AJAX, Visual Studio (version 2008 or higher), .NET framework 2.0+, JavaScript and C#.
  - 4.1.24.3 .NET Application Programmer Analyst must have a minimum of three (3) years development experience with a complex, large-scale, N-Tier application.
  - 4.1.24.4 .NET Application Programmer Analyst must have a minimum of two (2) years of experience using ASP.Net MVC, WCF, jQuery and jQuery UI.
  - 4.1.24.5 .NET Application Programmer Analyst must have a minimum of five (5) years of Relational Database experience.
  - 4.1.24.6 .NET Application Programmer Analyst must have a minimum of two (2) years Data Design/Data Modeling experience.
  - 4.1.24.7 .NET Application Programmer Analyst must have a minimum of two (2) years of Analysis and Design experience.
  - 4.1.24.8 .NET Application Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.
- 4.1.25 Senior Mainframe Application Programmer Analyst:**
- 4.1.25.1 Senior Mainframe Application Programmer Analyst must have a minimum of seven (7) years of Mainframe Application development experience using COBOL, CICS, and JCL.
  - 4.1.25.2 Senior Mainframe Application Programmer Analyst must have a minimum of seven (7) years of Relational Database experience.
  - 4.1.25.3 Senior Mainframe Application Programmer Analyst must have a minimum of five (5) years of Analysis and Design experience.
  - 4.1.25.4 Senior Mainframe Application Programmer Analyst should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not

limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.

**4.1.26 Mainframe Application Programmer Analyst:**

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

4.1.26.2 Mainframe Application Programmer Analyst must have a minimum of five (5) years of Relational Database experience.

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

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

**4.1.27 Senior Application DB2 Database Administrator:**

4.1.27.1 Senior Application DB2 Database Administrator must have a minimum of seven (7) years of experience with the maintenance and management of DB2 database systems.

4.1.27.2 Senior Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or six (6) years of equivalent work experience required.

4.1.27.3 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in managing permissions to a DB2 database.

4.1.27.4 Senior Application DB2 Database Administrator must have a minimum of five (5) years providing assistance to programming staff in debugging triggers, procedures, functions and packages.

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- 4.1.27.5 Senior Application DB2 Database Administrator must have a minimum of five (5) years in optimizing SQL execution for DB2 SQL procedures, functions, packages and triggers.
  - 4.1.27.6 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience in Data Modeling.
  - 4.1.27.7 Senior Application DB2 Database Administrator must have a minimum of five (5) years of experience developing and performing disaster recovery procedures.
  - 4.1.27.8 Senior Application DB2 Database Administrator should have excellent communications skills (both verbal and written) to communicate with various stakeholders including, but not limited to; project managers, business analysts, database administrators and application analysts as well as business policy staff and workers.
- 4.1.28 Application DB2 Database Administrator:**
- 4.1.28.1 Application DB2 Database Administrator must have a minimum of four (4) years of experience with the maintenance and management of DB2 database systems.
  - 4.1.28.2 Application DB2 Database Administrator must have a minimum of a Bachelor's degree in Computer Science or a related field from an accredited institution or six (6) years of equivalent work experience required.
  - 4.1.28.3 Application DB2 Database Administrator must have a minimum of three (3) years of experience in managing permissions to a DB2 database.
  - 4.1.28.4 Application DB2 Database Administrator must have a minimum of three (3) years providing assistance to programming staff in debugging triggers, procedures, functions and packages.
  - 4.1.28.5 Application DB2 Database Administrator must have a minimum of three (3) years in optimizing SQL execution for DB2 SQL procedures, functions, packages and triggers.
  - 4.1.28.6 Application DB2 Database Administrator must have a minimum of three (3) years of experience in Data Modeling.

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

#### **4.2 VENDOR RESPONSIBILITIES**

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

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- 4.2.5 Successful Vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6 Successful vendor is prohibited from providing as a candidate any employee who was previously dismissed for disciplinary or performance reasons by any DHHR Facility or Office, whether as a full-time employee or as contract temporary staff.
- 4.2.7 Successful vendor having the first priority contract for any classification required by the Agency will be contacted first and will have 48 hours (2 business days) to **acknowledge the initial contact request for staffing** (in writing, by a means dictated by the Agency on the initial contact request, but likely by email or fax), **and must inform the Agency if they are able or unable to fulfill the request. If unable** to supply a candidate at the time, Vendor must provide a written waiver to the Agency within this same 48 hours (2 business days) timeframe. Failure to provide a written waiver will serve as a waiver as it pertains to the Agency's ability to proceed to contacting lower priority vendors. However, repeated failure to provide a written waiver may be grounds for cancellation of a vendor's entire contract (ie, all awarded classifications).

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

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

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

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

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

4.2.9 The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.

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

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

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

#### 4.3 DUTIES AND RESPONSIBILITIES OF THE AGENCY

- 4.3.1 **Ordering Procedure:** Agency will notify (in writing) the successful Vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. Agency may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; the Agency has full discretion on how they wish to organize and issue notifications to the Vendor with current priority; the Vendor may confirm or waive any individual notification in its entirety, but may not partially confirm or waive a notification without express written approval of the Agency (ie, the Agency should

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indicate on its notification for more than a single quantity of any classification whether or not it is willing to allow the Vendor to partially confirm or waive.) For example, the Agency requires two Technical Writers for an assignment. If they are willing to allow the first priority Vendor to provide one while waiving the other, they should indicate this in the notification.

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

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

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

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



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- 4.3.4 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of 20 or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

IRS – <http://www.irs.gov/pub/irs-pdf/p15a.pdf>

IRS – <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Independent-Contractor-Self-Employed-or-Employee>

DOL – <http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>

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

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

#### 4.4 GENERAL REQUIREMENTS

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

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

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

#### 5 CONTRACT AWARD:

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

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be awarded none, any or all classifications, as is necessary to award for each classification.

Upon award of the resulting Contract(s), a spreadsheet will be included with each Contract indicating the priority each vendor has for each awarded classification. An indicator of "1" on the spreadsheet Contract Pricing Synopsis shall indicate First Priority; "2" shall indicate Second Priority, etc.

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

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

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

- 6 **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the Delivery Orders that may be issued against this Contract.
- 7 **PAYMENT:** Agency shall pay only the hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8 **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs

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

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

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

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

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

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

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

**10 VENDOR DEFAULT:**

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

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10.2.3 Any other remedies available in law or equity.

**11 MISCELLANEOUS:**

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

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

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**11 MISCELLANEOUS:**

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

**Contract Manager:** Paul Archer  
**Telephone Number:** (732) 208 - 8068  
**Fax Number:** (954) 938-2004  
**Email Address:** parcher@radgov.com

## TEMPORARY IT STAFFING CONTRACT FOR WVDHHR/OMIS

Line Item #	Description	Award Level 1	Award Level 2	Award Level 3
1	FACTS Technical Project Manager	Beacon \$58.46	Pomeroy \$72.00	RadGov \$77.12
2	FACTS Senior Web Application Analyst	Beacon \$46.15	RadGov \$56.88	Mahantech \$67.95
3	FACTS Web Application Analyst	Beacon \$38.46	RadGov \$47.43	22nd \$54.52
4	FACTS Application Architect	Beacon \$56.15	RadGov \$76.64	Mahantech \$78.45
5	Web Team Senior Web Application Analyst	Beacon \$47.69	Mahantech \$57.99	RadGov \$59.14
6	OSCAR Senior Application Programmer Analyst	Beacon \$50.77	RadGov \$58.11	Mahantech \$74.00
7	OSCAR Application Programmer Analyst	Beacon \$47.69	RadGov \$51.20	22nd \$58.56
8	OSCAR Application Programmer	Beacon \$47.69	RadGov \$58.16	22nd \$58.56
9	Senior Application Oracle Database Administrator	Beacon \$56.92	Mahantech \$62.35	22nd \$74.04
10	Application Oracle Database Administrator	Beacon \$50.77	Mahantech \$59.99	22nd \$60.58
11	Senior SQL Server Database Administrator	Beacon \$53.85	Mahantech \$57.99	22nd \$67.31
12	SQL Server Database Administrator	Beacon \$49.23	Mahantech \$54.99	22nd \$57.21
13	Senior COGNOS Analyst/Project Manager	Beacon \$43.08	RadGov \$76.21	Mahantech \$77.39
14	COGNOS Analyst	Beacon \$40.00	Mahantech \$59.85	RadGov \$60.00
15	Software Test Analyst	Beacon \$38.46	Fenwick \$49.00	22nd \$50.48
16	Help Desk Analyst	Fenwick \$25.00	GST \$25.00	Beacon \$26.15
17	Business Analyst	eBridge \$25.00	Beacon \$41.54	22nd \$53.85
18	Technical Writer	GST \$41.05	Beacon \$41.54	22nd \$41.73
19	Senior CRM Application Programmer Analyst	RadGov \$26.32	Beacon \$62.31	22nd \$74.04
20	CRM Application Programmer Analyst	RadGov \$54.21	Beacon \$58.46	22nd \$60.58
21	Senior SharePoint Application Programmer Analyst	Beacon \$50.77	Mahantech \$69.94	22nd \$77.40
22	SharePoint Application Programmer Analyst	Beacon \$46.15	22nd \$63.94	Mahantech \$64.99
23	Senior .NET Application Programmer Analyst	Beacon \$47.69	Mahantech \$57.99	Pomeroy \$66.00
24	.NET Application Programmer Analyst	Beacon \$46.15	Mahantech \$54.98	RadGov \$55.27
25	Senior Mainframe Application Programmer Analyst	Beacon \$49.23	Mahantech \$59.99	Fenwick \$63.00
26	Mainframe Application Programmer Analyst	Beacon \$46.15	Fenwick \$53.00	Mahantech \$59.99
27	Senior Application DB2 Database Administrator	Beacon \$42.31	Mahantech \$64.99	Fenwick \$79.00
28	Application DB2 Database Administrator	Beacon \$38.46	Mahantech \$62.99	Fenwick \$69.75