



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

Header @ 6

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1381091

Procurement Type: Central Master Agreement

Vendor ID: VS0000045339 

Legal Name: FedTec LLC

Alias/DBA:

Total Bid: \$1,620,000.00

Response Date: 04/01/2024 

Response Time: 17:48

Responded By User ID: FedTec 

First Name: Anand

Last Name: Marthi

Email: stateproposals@fedtec.co

Phone: 8323495424

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2400000003

Published Date: 3/26/24

Close Date: 4/2/24

Close Time: 13:30

Status: Closed

Solicitation Description: Mainframe Application Programmer Technical Staffing Services

Total of Header Attachments: 6

Total of All Attachments: 6



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1381091
Solicitation Description: Mainframe Application Programmer Technical Staffing Services
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-04-02 13:30	SR 0802 ESR04012400000005639	1

VENDOR
 VS0000045339
 FedTec LLC

Solicitation Number: CRFQ 0802 DMV2400000003

Total Bid: 1620000

Response Date: 2024-04-01

Response Time: 17:48:39

Comments:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mainframe Application Programmer Technical Staffing Services	0.00000			1620000.00

Comm Code	Manufacturer	Specification	Model #
81111600			

Commodity Line Comments: Mainframe Application Programmer Technical Staffing Services

Extended Description:

See Exhibit "A"

Mainframe Application Programmer Technical Staffing Services. This will be an open-end services contract that will provide the services of mainframe application programmer analysts on an hourly rate basis to provide technical expertise to meet agency needs. These services will be utilized to develop modifications and enhancements to the mainframe computer systems currently utilized by the DMV.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2024

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

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

PRODUCER Technology Insurance Associates InsureYourCompany.com/Techsmart Insurance Agency 225 Gordons Corner Road 2B Manalapan NJ 07726	CONTACT NAME: Benjamin Levenson PHONE (A/C. No. Ext): (888) 242-4675 E-MAIL ADDRESS: Ben@insureyourcompany.com	FAX (A/C. No.): (732) 862-1177	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED FedTec, LLC 1950 Opportunity Way, Suite 1300 Reston VA 20190	INSURER A: Hartford Insurance		11000
	INSURER B: Hartford Fire Insurance Co		19682
	INSURER C: Hiscox		
	INSURER D: Progressive Insurance		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 196004

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			13SBAAB6239	08/04/2023	08/04/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY HIRED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			13SBAAB6239	08/04/2023	08/04/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			13SBAAB6239	08/04/2023	08/04/2024	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13WBCAD5F73	06/19/2023	06/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Fidelity Crime Bond			13TP0342184	10/09/2023	10/09/2024	\$50,000 Each Occur / \$50,000 Aggregate	
A	Employment Practices Liability			13KB0342189	10/09/2023	10/09/2024	\$2,000,000 Each Occur / \$2,000,000 Aggregate	
C	Prof. Liability/E&O/Cyber			MPL4593376.20	10/09/2023	10/09/2024	\$1,000,000 Each Occur / \$1,000,000 Aggregate	
D	Comm auto - scheduled vehicles			02842761-3	10/29/2023	04/29/2024	\$1,000,000 Liability / \$35,000 PIP	

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

*****CERTIFICATE IS ISSUED AS PROOF OF INSURANCE ONLY*****

CERTIFICATE HOLDER**CANCELLATION**

*****FOR EVIDENCE ONLY*****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Benjamin Levenson

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ACORD 25 (2016/03)

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CERT NO:196004

Benjamin Levenson

02/23/2024



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1381091		Reason for Modification:	
Doc Description: Mainframe Application Programmer Technical Staffing Services		Addendum No. 5	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-26	2024-04-02 13:30	CRFQ 0802 DMV2400000003	6

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000045339
Vendor Name : FedTec LLC
Address : 1950 Opportunity Way
Street : Suite 1300
City : Reston
State : VA **Country :** USA **Zip :** 20190
Principal Contact : Parminder Kaur, Director - SLED
Vendor Contact Phone: 347-281-3877 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

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

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

ADDITIONAL INFORMATION

Addendum No. 5

To provide responses to the vendor technical questions, see attached
 To provide WV State Calendar showing State Holidays, see attached
 Bid opening date remains April 2, 2024 at 1:30 pm., est.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF MOTOR
 VEHICLES
 5707 MACCORKLE AVE. S.E.,
 SUITE 200

CHARLESTON WV
 US

DIVISION OF MOTOR
 VEHICLES
 RECEIVING AND
 PROCESSING
 5707 MACCORKLE AVENUE,
 S.E. SUITE 200
 CHARLESTON WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description:

See Exhibit "A"

Mainframe Application Programmer Technical Staffing Services. This will be an open-end services contract that will provide the services of mainframe application programmer analysts on an hourly rate basis to provide technical expertise to meet agency needs. These services will be utilized to develop modifications and enhancements to the mainframe computer systems currently utilized by the DMV.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-12

	Document Phase	Document Description	Page
DMV240000003	Final	Mainframe Application Programmer Technical Staffing Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CRFQ DMV24*03 - EXHIBIT A - PRICING PAGE

TOTAL INSTALLATION & DELIVERY COST										
LOCATION - 5707 MacCorkle Avenue, S.E., Charleston, WV 25304										
Item Number	Quantity	Description	Unit Price Year 1	YEAR 1 TOTAL	Unit Price Year 2	OPTIONAL YEAR 2 TOTAL	Unit Price Year 3	OPTIONAL YEAR 3 TOTAL	Unit Price Year 4	OPTIONAL YEAR 4 TOTAL
1	20,000 (8x2500 hrs)	Application Programmer Analyst Contract Cost for 1 year based on hourly rate	\$81.00	\$1,620,000.00	\$81.00	\$1,620,000.00	\$90.00	\$1,800,000.00	\$90.00	\$1,800,000.00
Total				\$1,620,000.00		\$1,620,000.00		\$1,800,000.00		\$1,800,000.00

This amount is for evaluation purposes only



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1381091	Reason for Modification: Addendum No. 5
Doc Description: Mainframe Application Programmer Technical Staffing Services	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-26	2024-04-02 13:30	CRFQ 0802 DMV2400000003	6

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000045339
Vendor Name : FedTec LLC
Address : 1950 Opportunity Way,
Street : Suite 1300
City : Reston,
State : VA **Country :** USA **Zip :** 20190
Principal Contact : Parminder Kaur, Director - SLED
Vendor Contact Phone: 347-281-3877 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

**Vendor
 Signature X**

52-2319860

FEIN#

April 1, 2024

DATE

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

ADDITIONAL INFORMATION

Addendum No. 5

To provide responses to the vendor technical questions, see attached
 To provide WV State Calendar showing State Holidays, see attached
 Bid opening date remains April 2, 2024 at 1:30 pm., est.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF MOTOR
 VEHICLES
 5707 MACCORKLE AVE. S.E.,
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 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description:

See Exhibit "A"

Mainframe Application Programmer Technical Staffing Services. This will be an open-end services contract that will provide the services of mainframe application programmer analysts on an hourly rate basis to provide technical expertise to meet agency needs. These services will be utilized to develop modifications and enhancements to the mainframe computer systems currently utilized by the DMV.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-12

SOLICITATION NUMBER: CRFQ DMV2400000003
Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as (“DMV2400000003”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To provide responses to the vendor technical questions, see attached.
2. To provide WV State Calendar showing State Holidays, see attached.
3. Bid opening date and time remains April 2, 2024, at 1:30 pm., est.
4. No other changes.

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

Terms and Conditions:

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

CRFQ 0802 DMV2400000003
MAINFRAME APPLICATION PROGRAMMER ANALYSTS
Vendor Questions and Agency Responses

Q1. On the Exhibit A Pricing Page, under the Quantity column, it mentions "20000 (8*2500 hrs)." Could you please clarify if the number "8" indicates the number of Programmer Analysts expected for this contract?

A1. Yes, 8 indicates number of Programmer Analysts. 20000 hours is 2500 hours per year per Analyst x 8 Analysts.

Q2. Could you confirm the work location for this contract? Specifically, are we to anticipate an onsite, remote, or hybrid working arrangement?

A2. Onsite at 5707 MacCorkle Avenue, S.E., Charleston, WV 25304

Q3. Is a technical response required as part of our proposal submission? If yes, could you kindly detail the information that need to be included in the technical proposal?

A3. No. Please see instructions to vendors submitting bids.

Q4. Should we submit the actual resumes of the Programmer Analysts as part of our proposal? If so, are there specific requirements or formats we should follow?

A4. Yes. No specific requirements or formats.

Q5. Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.

A5. No. Smart Shared Services.

Q6. Can you please let us know the previous spending of this contract?

A6. For the most recent one-year period we paid \$480,054.74.

Q7. Please confirm if we can get the proposals or pricing of the incumbent(s).

A7. Here is the link to the bids that was submitted on April 22,2021 for CRFQ DOT2100000114

<https://www.state.wv.us/admin/purchase/Bids/FY2021/BO20210422.html>

Q8. Are there any pain points or issues with the current vendor(s)?

A8. No

Q9. Please confirm the anticipated number of awards.

A9. One

Q10. Please confirm if we can show our NMSDC certification for SMALL BUSINESS, WOMEN-OWNED, OR MINORITY-OWNED BUSINESS.

A10. Yes

Q11. Can the Department provide the required proposal response format?

A11. Yes, please see instructions to vendors submitting bids.

Q12. What is the place of performance for this work?

A12. Onsite at 5707 MacCorkle Avenue, S.E., Charleston, WV 25304

Q13. Can the work be performed remotely?

A13. No

Q14. Can the Department extend the deadline by a week? It will give us adequate time to find suitable candidates for the required position.

A14. Yes

Q15. Is there an incumbent on this contract? If so, will the Agency Name provide the incumbent name, current contract number, duration, historical level of effort, and value of the contract?

A15. Yes, Smart Shared Services LLC, CMA DOT2100000046, 6/15/21-6/14/24 Total ordered amount \$1,258,522,60

Q16. Also, is the incumbent eligible to bid on this project?

A16. Yes

Q17. Is US citizenship required to work on this project or Green Card and H1 VISA holders will also be allowed to work on this project?

A17. Citizenship is not required as long as they are eligible to work in the United States.

Q18. Can the Department provide the level of effort (key personnel) required for this effort?

A18. No

Q19. Section 3.8 reads that "all references to experience requirements listed in this RFQ shall be demonstrated through references". Is the offeror expected to provide a reference per each experience listed in section 3 of the RFQ?

A19. Yes

Q20. Can the department please clarify how many references are required for each proposed personnel?

A20. Enough references to substantiate vendor's claim that the mandatory requirements are being met.

Q21. Can the Department please clarify the expected start date for this contract?

A21. Upon award.

Q22. Has the Department determined a budget for this contract? If so, can the budget amount be shared?

A22. Yes, there is a determined budget. No, the budget will not be shared.

Q23. To be responsive, the firm must be MBE/WBE/SB certified. Please Clarify.

A23. There is no such requirement.

Q24. Exhibit A – Price Page reads that 20,000 (8x2500 hrs.). Can the Department please clarify what 8 refers to?

A24. Yes, 8 indicates number of Programmer Analysts. 20000 hours equals 2500 hours per Analyst x 8 Analysts.

Q25. Does the department require 8 FTEs for this effort? If yes, can the offeror provide a different hourly rate for each proposed candidate based on the experience of the proposed candidate?

A25. Eight FTEs are not required.

No.

Q26. Can the Department clarify the required number of resumes for this effort?

A26. One per candidate. See Specifications, Section 3.1

Q27. Should we submit responses to this bid through wvOASIS? Is a mail copy required as well?

A27. Yes, See the Terms and Conditions Instructions to vendors section 6 Bid Submission, Or contract wvOASIS. In regard to the mail copy, no it is not required but it is permitted

Q28. Are we required to submit candidate Live Resumes and references for each proposed candidate with the bid response or we can submit at the time of contract award?

A28. See Specifications Sections: 3.1, 3.2, 3.3, 3.4, 3.5, 3.8.

Q29. How many candidate profiles do we need to submit with our bid response?

A29. There is no requirement for this.

Q30. How many resumes per candidate are required to submit with our bid response?

A30. At least one per candidate.

Q31. If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skills?

A31. Yes, See Specification 5.1.4

Q32. Please provide the list of all the certifications/Licensure which is necessary to attach in the proposal.

A32. See Specifications Section: 3

Q33. What documents are the vendors required to submit as a part of the bid response?

A33. See instructions to vendors submitting bids, Terms and Conditions and Section 5 of the Specifications.

Q34. Can you please clarify the format vendors should use to respond to this request?

A34. See instructions to vendors submitting bids.

Q35. Are we only requested to submit resumes and Exhibit A Pricing as a part of our response? Can you please clarify if any additional information is to be submitted?

A35. See instructions to vendors submitting bids, and specifications for required information, documents.

Q36. What is the new budget for year for this RFP?

A36. This information will not be provided.

Q37. How many active contractors are working on this contract currently?

A37. Six (6)

Q38. Do you intend to move the candidates to new vendors, if the incumbents are not awarded again?

A38. The intention is to obtain qualified individuals to meet the RFQ.

Q39. Please provide the names of the Incumbent vendors for this contract?

A39. Smart Shared Services.

Q40. What is the total spend per incumbent for the duration of the previous contract?

A40. For the most recent one year period we paid **\$480,054.74.**

Q41. What is the total spend per incumbent for the past 12 months of this contract?

A41. See **A40**

Q42. Can you give the hourly rates for each of the roles requested from the incumbents?

A42. See **A7**

Q43. What are any challenges or pain points with the present contract vendors?

A43. None

Q44. Will the awarded vendor take over any payrolling of incumbent candidates?

A44. No

Q45. How many vendors do you intend to award?

A45. One

Q46. Will you award the contract to lowest responsive bidder?

A46. Yes, provided they meet specifications.

Q47. How many interviews happen prior to offer?

A47. DMV will not conduct interviews nor make offers to candidates.

Q48. How long does it take from submitted a resume to interview to offer?

A48. DMV will not conduct interviews nor make offers to candidates.

Q49. What would be the number of awards you intend to give (approximate number)?

A49. One

Q50. Please provide us with an estimated NTE budget allocated for this contract.

A50. This information will not be shared.

Q51. Is this an old contract or new contract?

A51. New contract

Q52. What is the tentative start date of this engagement?

A52. Upon award.

Q53. What is the work location of the proposed candidates?

A53. Onsite at 5707 MacCorkle Avneue, S.E., Charleston, WV 25304

Q54. How many resumes are we supposed to submit?

A54. One per candidate.

Q55. Will this be awarded on a lowest-price basis?

A55. Contract will be awarded to lowest price responsible vendor meeting specifications.

Q56. Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

A56. See A7 and A15

Q57. Are there any pain points or issues with the current vendor(s)?

A57. No

Q58. Could you please share the previous spending on this contract, if any?

A58. See A40

Q59. How many positions were used in the previous contract?

A59. Six (6)

Q60. How many positions will be required per year or throughout the contract term?

A60. Please see Specifications Section: 6.1.

Q61. If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

A61. Yes

Q62. Can we provide hourly rate ranges for the given positions?

A62. No

Q63. Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

A63. Onsite only. 5707 MacCorkle Avenue, S.E., Charleston, WV 25304

Q64. Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

A64. See A28

Q65. Could you please provide the list of holidays?

A65. See Attached Calendar or use the link below.

<https://wvtreasury.com/Portals/wvtreasury/content/About%20the%20Office/Contact/Treasurer%20Calendar%202024%20wvOASIS%20Portrait.pdf>

Q66. Are there any mandated Paid Time Off, Vacation, etc.?

A66. No

Q67. Could you kindly specify the number of resumes required for submission for the role?

A687. One per candidate

Q68. Can you please clarify the designated work location where candidates will be expected to perform their duties?

A68. Onsite only: at 5707 MacCorkle Avneue, S.E., Charleston, WV 25304

Q69. Could you please provide clarification regarding whether this opportunity is onsite, remote, or hybrid?

A69. Onsite

Q70. Would you be able to provide details regarding the format expected for the vendor response?

A70. See instructions to vendors submitting bids.

Q71. Is the candidate's experience with the Department of Motor Vehicles (DMV) from another state considered suitable for this opportunity?

A71. Yes

Q72. Is it acceptable that the candidate, who is a local of West Virginia, lacks experience with the DMV but possesses all the relevant skills and expertise?

A72. See Specifications Section: 3.5.

Q73. Please confirm if the role is new/ incumbent.

A73. New

Q74. Please confirm if the position is remote/ hybrid/ onsite.

A74. Onsite at: 5707 MacCorkle Avneue, S.E., Charleston, WV 25304

Q75. How many maximum resumes can we submit for the role?

A75. One per candidate

Q76. Interviews will be conducted in person/virtually.

A76. DMV will not conduct interviews nor make offers to candidates.

Q77. Please confirm if the below mentioned skills are mandatory or good to have.

- The Application Programmer Analysts must have some understanding or experience working with the American Association of Motor Vehicle Administrators (AAMVA) applications which interfaces with the WV Drivers' System. These applications include the Commercial Driver's Licensing Information System (CDLIS), the Problem Driver Pointer System (PDPS) and
- the Social Security Online Verification and the Unified Network Interface as well as knowledge of the State-to-State system with AAMVA.

A77. Mandatory

Q78. Are we eligible to bid on this? Is it open to all vendors?

A78. See instructions to vendors submitting bids.

Q79. On the Exhibit A - Pricing page why are the unit prices per year being multiplied by 20,000 in the yearly total columns.

A79. 20,000 is the total number of hours per year for 8 Analysts x 2500 hours.

Q80. Is this a re-compete RFP? If yes, could you please share the name of Current Suppliers (who are currently providing services to Agency)?

A80. Yes, Smart Shared Services.

Q81. Could you please share current Supplier's pricing and Proposals?

A81. See A7

Q82. When the existing contract was started, and what is the annual monetary spent value of the current contract since inception?

A82. See A15

Q83. How many resources are currently engaged in the current contract?

A83. Six (6)

Q84. Can you please share the no. of positions served in previous years under this contract?

A84. Varies - Two (2) to Six (6)

Q85. Can you please share the amount of business each vendor did under this contract in previous years?

A85. See A15

Q86. Is there any local preference for this contract?

A86. No

Q87. What will be the estimated annual budget for this project?

A87. This will not be shared.

Q88. Would you be accepting references from public as well as commercial entities?

A88. No

Q89. Is sub-contracting required for this contract?

A89. No

Q90. How many vendors agency is planning to select?

A90. One

Q91. Is there any Performance Bond for this contract?

A91. No

Q92. What is the mainframe system?

A92. DB2/CICS, IBM Enterprise Database

Q93. What is the language used to support?

A93. Cobol

Q94. On site or remote?

A94. Onsite at 5707 MacCorkle Avneue, S.E., Charleston, WV 25304

Q95. Years of experience required?

A95. See Specifications Section: 3

Q96. Is this a newly launched project? If No, kindly provide the incumbent Details.

A96. See A15

Q97. What is the tentative budget for this project?

A97. This will not be provided.

Q98. As per the Point 32 in the RFQ Document- "In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws requirements by any state or local agency of West Virginia." Please Confirm whether the mentioned certifications should be provided in the response of the bid or after the award of the bid.

A98. Not required at time of bid submission but is required prior to award.

Q99. Can you clarify whether the submission of the resumes for the position should be a Live Resume or a Sample Resume, also clarify how many resumes are required to be attached?

A99. One per candidate

Q100. Is this a fully completed RFQ Document or any other Bid Packet is available?

A100. There is no additional bid packet.

Q101. Do we need to be a WV resident to bid?

A101. No

Q102. Do we need to make \$125 payment before bidding? (Reference Below)

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

A102. No

Q103. We are a Women Owned, Minority Owned Company in Georgia, according to this: we are able to bid? (Reference Below)

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

A103. Yes

Q104. Please advise if the Application Programmer Analyst position is 100% onsite, 100% remote, or hybrid.

A104. 100% Onsite at 5707 MacCorkle Avneue S.E., Charleston, WV 25304

Q105. Can you please provide the years of experience required for this position?

A105. See Specifications Section: 3.

Q106. Please advise if we can submit H1B candidates on C2C.

A106. No

Q107. Please advise if we can submit US Citizen and Green Cards on C2C.

A107. No

Q108. Is any travelling involved for these positions?

A108. No

Q109. Do resumes need to be submitted along with quote?

A109. See A28

Q110. Will there be a pre bid meeting?

A110. See Section 3 instructions to vendors submitting bids.

Q111. Should the vendor submit only pricing, or the resumes of the candidates are also required?

A111. See instructions to vendor submitting bids.

Q112. Please provide a checklist for the documents required for the proposal submission.

A112. See instructions to vendor submitting bids.

Q113. Please confirm the number of resumes that a vendor can submit.

A113. There is no limit.

Q114. How should the vendor provide pricing for multiple candidates?

A114. The agency is seeking one firm, fixed price for Application Programmer Analysts.

Q115. Is the Department only requesting references for the candidate?

A115. Yes

Q116. In which section should the vendor include the resume?

A116. See A28

Q117. Could you please provide a template for the technical proposal?

A117. No

Q118. What is the overall budget for this contract?

A118. This will not be provided.

Q119. Does the vendor need to submit two proposals, one for technical and the other for pricing?

A119. No

wvOASIS Biweekly Pay Schedule

West Virginia State Treasurer's Office

2024



www.wvtreasury.com
 304-558-5000 / 800-422-7498
 Check Hotline: (304) 558-3599



JANUARY							FEBRUARY						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29		

MARCH							APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2						5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

MAY							JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

JULY							AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
				4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SEPTEMBER							OCTOBER						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

NOVEMBER							DECEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
					1	2	1	2	3	4	5	6	7
3	4	5	6	7	8	9	8	9	10	11	12	13	14
10	11	12	13	14	15	16	15	16	17	18	19	20	21
17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

- Holidays As Designated by WV Code §2-2-1**
- 01/01/2024 Monday – New Years Day
 - 01/15/2024 Monday – Martin Luther King Day
 - 02/19/2024 Monday – Presidents' Day
 - 05/14/2024 Tuesday – Primary Election Day
 - 05/27/2024 Monday – Memorial Day
 - 06/20/2024 Thursday – West Virginia Day
 - 07/04/2024 Thursday – Independence Day
 - 09/02/2024 Monday – Labor Day
 - 10/14/2024 Monday – Columbus Day
 - 11/05/2024 Tuesday – General Election Day
 - 11/11/2024 Monday – Veterans Day
 - 11/28-29/2024 Thursday & Friday – Thanksgiving Holiday
 - 12/24/2024 Tuesday – Half-day, Christmas Eve
 - 12/25/2024 Wednesday – Christmas Day
 - 12/31/2024 Tuesday – Half-day, New Year's Eve

DATES IN **RED** INDICATE PAYDAYS DATES IN **GREEN** INDICATE HOLIDAYS DATES IN **BLUE** INDICATE HALF-DAY HOLIDAYS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DMV240000003

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

FedTec, LLC

Company



Authorized Signature

April 1, 2024

Date

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



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1381091
Doc Description: Mainframe Application Programmer Technical Staffing Services
Proc Type: Central Master Agreement

Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-05	2024-03-19 13:30	CRFQ 0802 DMV2400000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000045339
Vendor Name : FedTec LLC
Address : 1950 Opportunity Way,
Street : Suite 1300
City : Reston,
State : VA **Country :** USA **Zip :**20190
Principal Contact : Parminder Kaur
Vendor Contact Phone: 347-281-3877 **Extension:** N/A

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X **52-2319860** **April 1, 2024**
FEIN# **DATE**

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the WV Department of Motor Vehicles (WVDMV) for Mainframe Application Programmer Technical Staffing Services. This will be an open-end services contract that will provide the services of mainframe application programmer analysts on an hourly rate basis to provide technical expertise to meet agency needs. These services will be utilized to develop modifications and enhancements to the mainframe computer systems currently utilized by the DMV, per the attached documentation.

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES 5707 MACCORKLE AVE. S.E., SUITE 200 CHARLESTON WV US		DIVISION OF MOTOR VEHICLES RECEIVING AND PROCESSING 5707 MACCORKLE AVENUE, S.E. SUITE 200 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description:

See Exhibit "A"

Mainframe Application Programmer Technical Staffing Services. This will be an open-end services contract that will provide the services of mainframe application programmer analysts on an hourly rate basis to provide technical expertise to meet agency needs. These services will be utilized to develop modifications and enhancements to the mainframe computer systems currently utilized by the DMV.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-12

	Document Phase	Document Description	Page
DMV240000003	Draft	Mainframe Application Programmer Technical Staffing Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline: March 12, 2024 at 11:00 am., est.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: david.h.pauline@wv.gov

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

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

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

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

Bid Delivery Address and Fax Number:

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

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

VENDOR NAME: FedTec, LLC
BUYER: DIVISION OF MOTOR VEHICLES
SOLICITATION NO.: CRFQ 0802 DMV2400000003
BID OPENING DATE: April 2, 2024
BID OPENING TIME: 13:30
FAX NUMBER: 202-204-5644

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

Bid Opening Date and Time: March 19, 2024, at 1:30 pm., est.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$500,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Tpe text here

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Parminder Kaur, Director - SLED

(Address) 1950 Opportunity Way, Suite 1300 Reston, VA, 20190

(Phone Number) / (Fax Number) 347-281-3877 / 202-204-5644

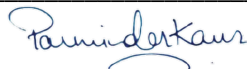
(email address) stateproposals@fedtec.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

FedTec, LLC

(Company)



(Signature of Authorized Representative)

Parminder Kaur, Director SLED

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

347-281-3877 / 202-204-5644

(Phone Number) (Fax Number)

stateproposals@fedtec.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ DMV24*03
Mainframe Application Programmer Analysts

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Motor Vehicles (DMV) to establish a contract for technical mainframe application programmer technical staffing services. This will be an Open-End services contract that will provide the services of Mainframe Application Programmer Analysts on an hourly rate basis.

The Mainframe Programmer Analysts positions are needed to provide technical expertise to meet the temporary contracted staffing needs. These services will be utilized to develop modifications and enhancements to the mainframe computer systems currently utilized by the Division of Motor Vehicles (DMV).

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 application software analysis, programming support and development, code review, project reporting and project management services necessary for the day-to-day operations of the DMV Drivers’ Systems as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **“AAMVA”** is the American Association of Motor Vehicle Administrators is a national origination that is charged with improving highway safety and identification security by promoting uniform standards for all areas related to driver licensing.
 - 2.5 **“ACD”** is the AAMVA Code Dictionary.
 - 2.6 **“DB2”** or DataBase 2 is a Relational DataBase Management System designed by IBM to operate in a mainframe environment.
 - 2.7 **“CA”** is a company that develops programming tools for the IBM mainframe environment.
 - 2.8 **“COBOL”** is a programming language designed for use in an IBM enterprise mainframe environment.

REQUEST FOR QUOTATION – CRFQ DMV24*03
Mainframe Application Programmer Analysts

2.9 “CICS” Customer Information Control System (CICS) is a family of mixed language application services that provide online transaction management connectivity for applications on IBM Mainframe systems.

2.10 “CD31” means a sanitized Commercial Driver License Data File.

2.11 “CDLIS” a system mandated by the Commercial Motor Vehicle Safety Act of 1986 and is a nationwide computer system that enables licensing agencies to ensure that each commercial driver has only one driver’s license and one complete driver record.

2.12 “FMCSA” means the Federal Motor Carrier Safety Administration

2.13 “JCL” means Job Control Language.

2.14 “PRF” means Pseudo Random Function and is a tool utilized on an IBM mainframe system.

2.15 “RC/UPDATE” is a tool that allows for programming updates to a DB2 database in an IBM mainframe environment.

2.16 “RC/QUERY” is a tool that allows for programming updates to a DB2 database in an IBM mainframe environment.

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

3.1. The Application Programmer Analysts must have at least (2) two years of paid full-time experience programming in IBM Mainframe, designing and maintaining enterprise level complex COBOL/CICS/DB2 environment. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor’s bid but will be required before award of contract.

3.2. The Application Programmer Analysts must have at least (1) one year of paid full-time experience programming with JCL in an enterprise mainframe environment. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor’s bid but will be required before award of bid.

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- 3.3.** The Application Programmer Analysts must have at least (1) one year of paid full-time experience programming in enterprise mainframe database analysis and design. The Application Programmer Analysts must also have experience working in a regulated environment either at the federal or state level. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of bid.
- 3.4.** The Application Programmer Analysts must have at least (6) six months of paid full-time experience using Computer Associates DB2/IBM Tools – RC/Update and PRF. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of bid.
- 3.5.** The Application Programmer Analysts must have at least (1) one year of paid full-time experience working with any DMV System. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of contract.
- 3.6.** The Application Programmer Analysts should have at least (1) one year of experience working with the federal and/or state legal requirements regarding Commercial Driver Licensing.
- 3.7.** The Application Programmer Analysts must have some understanding or experience working with the American Association of Motor Vehicle Administrators (AAMVA) applications which interfaces with the WV Drivers' System. These applications include the Commercial Driver's Licensing Information System (CDLIS), the Problem Driver Pointer System (PDPS) and the Social Security Online Verification and the Unified Network Interface as well as knowledge of the State-to-State system with AAMVA.
- 3.8.** All references to experience requirements listed in this RFQ shall be demonstrated through references provided in the candidates resumes as described above. WVDMV will verify such experience by contacting the references provided in the resumes. In the event WVDMV is unable to confirm experience based on reference information, this may result in disqualification. The vendor will be required to provide resume documentation prior to bid award.

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4. MANDATORY REQUIREMENTS:

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

4.1.1 The vendor shall provide the Agency with an all-inclusive hourly rate for the contract services listed below on an open-end continuing basis. The individuals supplied by the vendor to fulfill the Contract Services must meet or exceed the mandatory requirements shown below:

4.1.1.1 Mainframe Application Programmer Analysts must create and implement modifications to the WV DMV Drivers' License System to meet the AAMVA CDLIS Modernization Federal requirements which will allow WV to create a clean CDL file (CD31).

4.1.1.2 Mainframe Application Programmer Analysts must perform enhancements to the DMV Driver License system to incorporate the new ACD codes as required by the Agency.

4.1.1.3 Mainframe Application Programmer Analysts must perform enhancements to the DMV Drivers' License System to satisfy the requirements of the FMCSA to interface with the WV Court System to comply with the requirement that all convictions involving a Commercial Driver License holder or Commercial motor Vehicle must be added to the driver's record within (10) days from conviction date for compliance with federal law.

4.1.1.4 Mainframe Application Programmer Analysts must perform enhancements to the DMV Drivers' License System as required to establish the interface with all WV DMV systems.

4.1.1.5 Mainframe Application Programmer Analysts must perform enhancements to the current DMV Driver' License System to ensure compliance with changes in both Federal and State laws.

4.1.1.6 Mainframe Application Programmer Analysts must perform enhancements and ensure the day-to-day operation of the DMV

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Drivers' License System resulting from mainframe system upgrades and new programming requests submitted by DMV.

4.1.1.7 Mainframe Application Programmer Analysts must perform daily operational support that includes telephone support provided to end users, attending meetings, developing and conducting training and troubleshooting problems as they occur. Some examples of enhancements that would be required, include the development of a state-to-state interface based on mandated made by Federal and State regulatory authorities. The candidates would be required to develop code to programmatically meet these mandates. This would also involve system design, documentation, meeting with agency personnel, system testing and training.

5. VENDOR RESPONSIBILITIES:

5.1 The vendor must provide an hourly rate that is inclusive of all costs including, but not limited to federal, state and local withholding taxes, social security and Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidates must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.

5.1.1. Vendor shall provide the Agency with information for the candidates according to state and federal standards, including applications. These should be included in the bid submission along with documentation required to support the candidate's qualifications. Documents will be required prior to award of contract.

5.1.2. The Vendor's provided candidates must consistently perform the contracted duties as outlined in these specifications and in accordance with the delivery order issued against this open-end contract.

5.1.3. The successful candidates will be required to present a timesheet for approval on a weekly basis.

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- 5.1.4.** If during the term of the Delivery Order the candidate(s) 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 the departure, and must replace the candidate(s) with another candidate(s) meeting or surpassing all the requirements for the classification listed sections 3 and 4 to maintain continuity of services. Vendor must provide the Agency a list of potential candidates for replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendor must provide documentation and resumes for every candidate which indicates their meeting the classification. Vendors may send multiple resumes so that the agency may make the selection. Any interruption of service greater than (10) business days will be grounds for cancellation of the Delivery Order.
- 5.1.5.** The successful vendor 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.
- 5.1.6** Prior to award, all personnel performing services for the candidates being supplied under the resulting shall be subject to initial and periodic background checks. In the case of a disqualification due to a criminal background refusal, the basis for disqualification shall be a conviction of any felony or crime related to theft, gambling or involving moral turpitude. Upon award, Vendor will work with WVDMV personnel to identify personnel that complete the necessary background check requirements.

5.2. DUTIES AND RESPONSIBILITIES OF THE AGENCY:

- 5.2.1.** Ordering Procedure: Agency will issue an Agency Delivery Order to the successful vendor requesting the total number of hours for the positions defined in sections 3 and 4.
- 5.2.2.** Successful Vendor's candidates shall work under Agency supervision. The Agency shall be solely responsible to provide the candidates with day-to-day guidance in the execution of responsibilities at the Agency.
- 5.2.3.** Agency reserves the right to terminate the candidate(s) selected for the position providing services to the Agency without cause if it is determined in the best

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interest and wellbeing of the Agency. Termination would occur by cancellation of the remainder of the Delivery Order and does not require prior notification to the Vendor.

5.2.4. 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 independent contractor and an employee is complex and can require 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 the issue at:

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

IRS– <http://www.irs.gov/Business/Small-Business-&Self-Employed/Independent-Contracto-Self-Employeed-or-Employee>

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

Prior to utilizing the services available under this contract, the agency and Vendor must ensure that the factors relating to the broad categories of behavioral control, financial contract, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be constructed 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 the agency and Vendor review the IRS and DOL publications found at the links above and obtain further assurances from their respective internal legal counsel to maintain the independent contractor status of individuals and entities under this contract.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide Agency with an open contract to provide an hourly rate for the services described in this RFQ. Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

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

6.2 Pricing Page: Vendor should complete the Pricing Page by completing Exhibit A with an hourly rate unit price and total annual rate for 2500 hours. Then complete the same for each of the optional years. 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.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. Vendors are able to download the Exhibit A Pricing Page from the wvOASIS VSS website for this solicitation.

7. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
8. **PAYMENT:** Agency shall pay an hourly rate for up-to 2500 hours per year, 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.
9. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
10. **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:
 - 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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- 10.4.** Anyone performing under this Contract will be subject to Agency’s security protocol and procedures. This includes, but is not limited to, agreeing to and submitting the attached Exhibit “B”, WVDMV PII Acknowledgement form, and Exhibit “C” Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements. The WVDMV is the record owner of, and bears the responsibility for maintaining electronic Driver Licensing and Motor Vehicle Information, including Personal Information and Sensitive Personal Information as defined in the Federal Drive Privacy Protection Act (“DPPA”) and the Uniform Motor Vehicles Records Disclosure Act (W. VA. Code § 17A-2A-1 et seq.) (“UMVRDA”)
- 10.5.** Vendor shall inform all staff of Agency’s security protocol and procedures.

11. VENDOR DEFAULT:

- 11.1** The following shall be considered a vendor default under this Contract.
- 11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 11.1.2.** Failure to comply with other specifications and requirements contained herein.
 - 11.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 11.1.4.** Failure to remedy deficient performance upon request.
- 11.2** The following remedies shall be available to Agency upon default.
- 11.2.1.** Immediate cancellation of the Contract.

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

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1 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: Parminder Kaur, Director - SLED

Telephone Number: 347-281-3877

Fax Number: 202-204-5644

Email Address: stateproposals@fedtec.com

CRFQ DMV24*03 - EXHIBIT A - PRICING PAGE

TOTAL INSTALLATION & DELIVERY COST										
LOCATION - 5707 MacCorkle Avenue, S.E., Charleston, WV 25304										
Item Number	Quantity	Description	Unit Price Year 1	YEAR 1 TOTAL	Unit Price Year 2	OPTIONAL YEAR 2 TOTAL	Unit Price Year 3	OPTIONAL YEAR 3 TOTAL	Unit Price Year 4	OPTIONAL YEAR 4 TOTAL
1	20,000 (8x2500 hrs)	Application Programmer Analyst Contract Cost for 1 year based on hourly rate		0		0		0		0
Tot										

This amount is for evaluation purposes only

Candidate's Resume:

Professional Summary

French Mackes is an accomplished mainframe application programmer with a strong foundation in mainframe development, showcasing extensive experience and proficiency in a range of mainframe technologies including z/OS, ISPF, COBOL, JCL, DB2, VSAM, and CICS. Profound experience in the areas of systems analysis, design, project management, and leadership within mainframe application development environments. Led a team of Mainframe Programmer Analysts in supporting critical Department of Motor Vehicles (DMV) mainframe applications, evidencing their ability to manage complex projects and teams effectively. Demonstrated ability for technical problem-solving, ensuring the reliability and performance of enterprise-level applications. Hands-on experience to align mainframe applications with business needs.

Areas of Expertise

- Proficient in a comprehensive range of mainframe technologies, including z/OS, ISPF, COBOL, JCL, DB2, VSAM, and CICS.
- Demonstrated capability in systems analysis and design for complex mainframe applications, ensuring robust architecture and efficient performance.
- Experienced in leading and managing mainframe development projects and teams, particularly in support of critical DMV applications.
- Skilled in technical problem-solving within mainframe environments, contributing to the stability and efficiency of systems.
- Engaged with stakeholders to understand requirements and provide mainframe application support, aligning IT capabilities with business objectives.

French Mackes

- Mainframe Application Programmer

Education-

- BSC Information Systems Management, University of Maryland, Baltimore County –
- Master of Arts: Media and Communications, Norfolk State University – Norfolk, VA

Clients-

- Alexander Technology Group
- West Virginia Department of Transportation, IT Division
- Department of Transportation, WV
- Metropolitan Community College – NE
- Baltimore City Community College
- Proper Staffing, Inc.
- Maryland Public Television
- Norfolk State University
- Advanced Technology Systems, VA
- College of Southern Maryland
- Anne Arundel County Public Schools

Engagement experience

Real Estate Investor

Nov 2023 - Present

- Since September 2023 involved in real estate transactions and renovating his property.

Alexander Technology Group

May 2023 - Nov 2023

Role - Power BI Developer

- Developed Power BI reports and dashboards for data visualization.
- Performed data modeling and analysis to support reporting needs.
- Collaborated with stakeholders to define data reporting requirements.
- Integrated data from multiple sources into Power BI.
- Created custom visuals and formulas for advanced analytics.
- Optimized performance of Power BI dashboards and reports.



- Provided user training and support for Power BI tools.
- Followed best practices in BI development and data governance.

West Virginia Department of Transportation, IT Division
Role - Mainframe Application Development Unit Leader

Jun 2022 - May 2023

- Supervised 6 Mainframe Programmer Analysts supporting the West Virginia Department of Motor Vehicles (DMV) Mainframe Applications
- Worked with Mainframe Technologies including z/OS, ISPF, COBOL, JCL, DB2, VSAM, CICS, and Control-M Jobs Scheduler / Monitor.
- Worked with WV DMV Vehicles Mainframe Applications and WV DMV Drivers Mainframe Applications (AAMVA and CDLIS)
- Worked with Computer Associates IBM DB2 Tools
- Performed systems analysis and design; maintained enterprise level complex mainframe COBOL/CICS/JCL applications

West Virginia Department of Transportation, Division of Highways
Role - Programmer Analyst 3

Dec 2021 - Jun 2022

- Performed computer programming and systems analysis on the IBM Mainframe Support Team
- Worked with Mainframe Technologies including z/OS, ISPF, COBOL, JCL, DB2, CICS, & VSAM
- Worked on West Virginia Department of Motor Vehicles Mainframe Applications
- Worked with Vehicles Mainframe Applications and Drivers Mainframe Applications (AAMVA and CDLIS)
- Worked with Computer Associates IBM DB2 Tools
- Performed systems analysis and design; maintained enterprise level complex mainframe COBOL/CICS/DB2/JCL applications

West Virginia Department of Transportation, Division of Highways
Role - Programmer Analyst 2

Dec 2020 – Dec 2021

- Developed Microsoft Power BI dashboards and reports for Management and Staff
- Worked with State of West Virginia Mainframe Applications
- Performed systems analysis and computer programming in support of transportation projects
- Assisted with the implementation of a new ERP.

Metropolitan Community College – NE
Role - Application Systems Analyst

Feb 2020– Jun 2020

- Conducted systems analysis to identify and address operational issues within the Ellucian Colleague ERP system.
- Wrote and maintained computer programs to enhance the functionality and efficiency of the Ellucian Colleague ERP.
- Collaborated with stakeholders to understand their needs and how they used the ERP system, ensuring it met their requirements.
- Provided technical support and training to users of the Ellucian Colleague ERP, helping them navigate and utilize the system effectively.
- Implemented and tested system updates and enhancements to improve ERP performance and user experience.
- Documented system changes, procedures, and user manuals for effective knowledge transfer and system maintenance.
- Worked closely with the IT team to ensure system integrity, security, and compliance with data



protection regulations.

Metropolitan Community College NE

Aug 2019 – Feb 2020

Role - Associate Director, Administrative Computing

- Supervised, led, coached, and mentored a team of five IT professionals in supporting the Ellucian Colleague ERP system.
- Supported stakeholders in their use of the Ellucian Colleague ERP, ensuring their needs and requirements were met.
- Oversaw all aspects of the Ellucian Colleague software lifecycle, including development, testing, implementation, and maintenance, to ensure efficient operation and user satisfaction.

Baltimore City Community College

Nov 2018 – Jun 2019

Role - Financial Aid Systems Analyst / Developer

- Conducted detailed systems analysis and developed computer programs to enhance the functionality and efficiency of financial aid processes.
- Acted as a pivotal member of the IT project team for the planning and implementation of a new Financial Aid system, ensuring alignment with college needs.
- Collaborated closely with the Financial Aid Office staff to translate operational needs into technical solutions.
- Developed and executed comprehensive testing plans to ensure the new Financial Aid system met all functional and compliance standards.
- Provided ongoing technical support and training to Financial Aid Office staff to facilitate the effective use of the new system.

Senior Computer Programmer, Proper Staffing, Inc.

Jun 2018 – Nov 2018

Role - Senior Computer Programmer

- Served as an IT Consultant, supporting college stakeholders in optimizing their use of the College's ERP system through effective solutions and enhancements.
- Conducted systems analysis to identify and address the needs and challenges within the ERP environment, ensuring operational efficiency and user satisfaction.
- Engaged in computer programming within a Microsoft SQL Server environment, developing robust solutions to improve data management and reporting capabilities.
- Collaborated with the IT team and departmental users to implement custom modifications and updates to the ERP system, enhancing its functionality to meet the evolving needs of the College.
- Provided technical support and guidance to users, facilitating a better understanding and utilization of the ERP system for their specific departmental objectives.

Maryland Public Television

Jun 2018 – Nov 2018

Role - Database Coordinator

- Supported pledge processing by efficiently utilizing the fundraising database system, ensuring accurate tracking and management of donor pledges.
- Provided assistance and technical support to stakeholders, enhancing their use and understanding of the fundraising database system for improved fundraising efforts.
- Managed database maintenance and updates to ensure the fundraising system operated effectively and without interruption.
- Collaborated with the fundraising team to develop and implement strategies for database utilization that maximized donation processing efficiency.
- Conducted data analysis and generated reports from the fundraising database to inform decision-making and strategy development for fundraising campaigns.



Previous Experience

Position	Client Name	Duration
Information Technology Director	Client Services, Norfolk State University	Feb 2005 –Sep 2013
Systems Analyst	Advanced Technology Systems, VA	Apr 2002 -Feb 2005
Programmer Analyst	College of Southern Maryland, MD	Mar 2000 – Jan 2002
Programmer Analyst	Anne Arundel County Public Schools, MD	Nov 1990–May 1999
Programmer Analyst	Comptroller of the Treasury, MD	Jun 1988 - Nov 1990
Programmer Analyst	Lewis Direct, MD	Jun 1987 – Jun 1988
Systems Analyst/ Programming Specialist	Chesapeake College – Wye Mills, MD	Mar 1986 - Sep 1986



Candidate References:

Client Name	West Virginia Department of Transportation
Contact Name/ Title	Dr. Yueming Wu / Information Technology Director
Email	yueming.wu@wv.gov
Phone	304-414-6947

Client Name	West Virginia Department of Transportation
Contact Name/ Title	Barry A. Barnes/ Senior Mainframe Application Analyst
Email	barry.a.barnes@wv.gov
Phone	304-620-2906 Mobile 304-350-8383 Home

Client Name	West Virginia Department of Transportation
Contact Name/ Title	Baby C. Thomas / Programmer Analyst
Email	barry.a.barnes@wv.gov
Phone	304-620-2906 Mobile 304-350-8383 Home

Client Name	West Virginia Department of Transportation
Contact Name/ Title	Bharathi Busaboina / Senior Mainframe Application Analyst
Email	bharathi.busaboina@wv.gov bharathi.by@gmail.com
Phone	304-414-6876 Work 612-886-5836 Mobile

Client Name	Baltimore City Community College
Contact Name/ Title	Julie Henn / Vice Chair, Board of Education – BCPS
Email	Julie.Henn@gmail.com
Phone	410-487-3200