



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 @ 4

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1640548

Procurement Type: Central Master Agreement

Vendor ID: VS000046301

Legal Name: TEK TAP LLC

Alias/DBA: RAMACHANDRA SEELAM

Total Bid: \$2,600,000.00

Response Date: 05/01/2025

Response Time: 9:10

Responded By User ID: lektap

First Name: Rama

Last Name: Seelam

Email: raam@lektapl.com

Phone: 8048685515

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2500000004

Published Date: 4/28/25

Close Date: 5/6/25

Close Time: 13:30

Status: Closed

Solicitation Description: Mainframe Application Programmer Technical Staffing Services

Total of Header Attachments: 4

Total of All Attachments: 4



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: 1640548
Solicitation Description: Mainframe Application Programmer Technical Staffing Services
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-05-06 13:30	SR 0802 ESR05012500000006636	1

VENDOR
VS0000046301
TEK TAP LLC

Solicitation Number: CRFQ 0802 DMV2500000004
Total Bid: 2600000 **Response Date:** 2025-05-01 **Response Time:** 09:10:52
Comments: payments will be accepted as per state norms and conditions.

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

Vendor Signature X	FEIN#	DATE
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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				2600000.00

Comm Code	Manufacturer	Specification	Model #
81111600			

Commodity Line Comments: can we Bring H1B visa candidates for this Service ?

Extended Description:

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.

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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.

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- 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 (5) five 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 (5) five years 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 (3) three years of paid full-time experience programming in the WV Drivers 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 (3) three years 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 (3) three years of paid full-time experience working with the 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 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-Contractor-Self-Employed-or-Employee>

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

Prior to utilizing the services available under this contract, 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: Ramachandra . seelam

Telephone Number: 804-868-5515

Fax Number: _____

Email Address: raam@tektapllc.com

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 (1 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: _____ 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.

☐☐☐☐

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) Rama . seelam CEO

(Address) 1165 S Stemmons Fwy, #265, Lewisville, TX 75067

(Phone Number) / (Fax Number) 804-868-5515

(email address) Raam@tektapllc.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.

Tek Tap LLC

(Company)

Ramachandra seelam

(Signature of Authorized Representative)

Rama . seelam / CEO / 05/02/2025

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

804-868-5515

(Phone Number) (Fax Number)

Raam@tektapllc.com

(Email Address)



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
Info Technology

Proc Folder: 1640548

Doc Description: Mainframe Application Programmer Technical Staffing Services

Reason for Modification:

ADDENDUM NO_3
Vendor Questions and Response
Bid Opening Moves to 05/06/25

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-04-28	2025-05-06 13:30	CRFQ 0802 DMV2500000004	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000046301

Vendor Name : Tek Tap LLC

Address :

Street : 1165 S Stemmons Fwy

City : Lewisville

State : TX

Country : USA

Zip : 75067

Principal Contact : Rama . seelam

Vendor Contact Phone: 804-868-5515

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

**Vendor
Signature X**

Ramachandra seelam

FEIN#

87-4398706

DATE

05/02/2025

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

ADDITIONAL INFORMATION
ADDENDUM NO_3
Addendum No_3 issued to publish and distribute the attached information to the Vendor Community
REQUEST FOR QUOTATION:
The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Motor Vehicles (DMV) to establish a contract for <i>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. Per the Bid Requirements, Specifications, Terms and Conditions attached to this contract.</i>

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				

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description:
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		
Line	Event	Event Date
1	Tech Questions due by 10:00am	2025-04-17

SOLICITATION NUMBER: CRFQ DMV2500000004

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DMV2500000004 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Vendor Question and Response

Bid Opening moves to 05/06/2025 at 1:30pm

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 DMV2500000004
Mainframe Programmer

Vendor Questions and Agency Response

Q1. Where can we find our Vendor Customer Code? Does this look correct:
VS0000048747?

A1. Yes, VS0000048747 is the correct Vendor Customer Code

Q2. Can the resource be remote for this position? Or is there a specific worksite or city the resource must be located in?

A2. No, the resource can not be remote. Worksite will be WV DMV headquarters located at 5707 MacCorkle Avenue, S.E., Suite 200, Charleston, WV 25304

Q3. Is there any estimated hourly rate fixed from government for Mainframe Application Programmer?

A3. No

Q4. Who is current incumbent, what was their hourly rate?

A4. This information will not be provided

Q5. What are the instructions for vendor to include in their response to this RFQ (any technical, managerial, reference questions to include in proposal)?

A5. See Section 5 “Vendor Responsibilities” of the Specifications

Q6. Is portal submission sufficient or hard copy also needed?

A6. Portal submission is sufficient

Q7. Is sample or actual resumes required in response to this RFQ?

A7. See 3.8 of the Specifications

Q8. How many resumes need to be included in proposal response?

A8. One per candidate. See 3.1 of the Specifications

Q9. The pricing page does not have any formulas built in to calculate the annual cost. Additionally, there isn't anywhere to put year 2-4 hourly rates. Can an updated pricing page be issued?

A9. Pricing Page has been updated

Q10. Could you kindly confirm whether the 2,500 hours per resource per year reflects an anticipated inclusion of overtime, weekend work, or shift-based scheduling?

A10. The 2,500 hours per resource per year is an estimate only

Q11. If this is an ongoing contract, can you please share the rates of the incumbents or from where could I request it from?

A11. New contract open for the competitive bid process.

Q12. Could you please provide the ceiling rate?

A12. No

Q13. Do we need to provide live resume along with the pricing for this role or is it requested as on needed basis/Task order?

A13. Yes

Q14. In terms & conditions, pg-9 states that the 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. Is the good standing certificate mandatory at the bid submission or after the award?

A14. Prior to award

Q15. Are resumes mandatory at the time of the bid submission? If we need to provide resumes, how many resumes are required?

A15. See 3.8 of the Specifications

Q16. Is there any incumbent or a new requirement?

A16. New contract

Q17. Please specify, if there is any response format to submit the bid or if only pricing and resumes required?

A17. See Section 5 “Vendor Responsibilities” of the Specifications

Q18. The instructions on how to prepare proposals are not clear. Can you please clarify what exactly is to be submitted as a part of the proposal submission package?

A18. Please see Instructions to Vendors Submitting Bids in the Terms and Conditions.

Q19. Is it an LPTA?

A19. Lowest bidder meeting specifications

Q20. Are required resumes to be submitted with the bid. If yes, what is the limit?

A20. Yes, one per candidate

Q21. How many candidates are they looking to hire?

A21. Minimum of 2 candidates

Q22. Are there any incumbents for this role?

A22. New contract

Q23. Is there any budget in mind for this role?

A23. Yes

Q24. Is this position onsite, remote or hybrid, if hybrid how many days in a week candidates need to be onsite?

A24. Onsite only. Worksite will be WV DMV headquarters located at 5707 MacCorkle Avenue, S.E., Suite 200, Charleston, WV 25304

Q25. Interviews will be conducted virtually or in person?

A25. Either/or

Q26. Is citizenship required for this?

A26. No, but must be legal to work in the United States

Q27. Refer to Point no. 3.7 on Page no. 3, from the document "CRFQ DMV2500000004 Specifications", you are asking for a very specific experience working with AAMVA applications. We understand that there is an incumbent who is currently providing you this support. We request you to clarify the following:

Please provide the name of the incumbent

A27. This information will not be provided

Q28. Current annual spend on the incumbent

A28. This information will not be provided

Q29. How many FTEs the current incumbent is providing

A29. Current contract is 2 FTEs

Q30. When is the incumbent contract is expiring?

A30. July 2025

Q31. Will you allow the successful bidder to hire the resources from the incumbent since you are asking for a very specific experience as stated above?

A31. That would be up to the incumbent or individual contractors

Q32. Refer Point no. 6 Bid Submission, we have checked on this wvOASIS portal that we can submit the bid electronically but there is only option of putting the total price.

Whereas, you have provided a table under Exhibit A in the document titled Addendum no. 2, can you please clarify how to use that table and where to submit that table?

A32. The total price in Oasis can be bid as \$0.00. Please complete the table under Exhibit A and upload the completed table to the Header of the bid response. If further assistance with uploading documents to Oasis is needed, please contact the Oasis helpdesk at helpdesk@wvOASIS.gov or 855-666-8823

Q33. Also please confirm that the option of submitting online will not be disabled till the bid submission time and date.

A33. Correct

Q34. Refer table under Exhibit A in the document titled Addendum no. 2, you have mentioned 8x2500 Hrs = 20000. As per industry standards, one FTE can work only for 1920 hours in a year (8 hours a day, 40 hours a week for 52 weeks). Can you please clarify what is the basis of 2500 hours? It seems you need 10 FTEs in a year instead of 8. Kindly clarify

A34. The 2500 hours is an estimated allotment of time to use as needed

Q35. Refer document "CRFQ DMV2500000004 Specifications", Please clarify and provide information for below points:

We understand that you need a resume of the resources. As per the price sheet you need 8 or more FTEs, can you clarify how many resumes you need and is there any page limit of the resume?

A35. One per candidate, no page limit

Q36. We have not found any evaluation criteria in this document which explains how you will evaluate our response and what weightage will be assigned to technical proposal, resumes, and price. Please elaborate.

A36. The award will be made to the lowest bid vendor that meets all specifications

Q37. We have not found any eligibility criteria in this document which explains what kind of bidder's experience and current/past performances you are looking for. Please elaborate.

A37. See Section 3 and Section 4 of the Specifications

Q38. Please also provide information on the page limit of the proposal we have to Submit.

A38. No page limit

Q39. Please provide working hours, the working days and the list of holidays your Agency adheres to as it is very important for us to communicate these details to the resources.

A39. Usual business hours are M-F, 8:00AM to 4:00

New Year's Day

Martin Luther King Day

Washington Birthday

Memorial Day

June tenth

West Virginia Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Q40. Please provide the contract start date.

A40. Upon award

Q41. What would be the number of awards you intend to give (approximate number)?

A41. One

Q42. What are the estimated funds that are estimated to be allocated for this contract?

A42. This information will not be provided

Q43. What is the tentative start date of this engagement?

A43. Upon award

Q44. Please provide the evaluation criteria for evaluating the bids for this CRFQ.

A44. Lowest bid vendor that meets specifications

Q45. 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?

A45. New Contract

Q46. Are there any pain points or issues with the current vendor(s)?

A46. No

Q47. Could you please share the previous spending on this contract, if any?

A47. This is a new contract open for competitive bidding

Q48. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

A48. No

Q49. How many positions were used in the previous contract (approximate)?

A49. Two (2)

Q50. How many positions will be required per year or throughout the contract term?

A50. Minimum of two (2)

Q51. If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources?

A51. Yes

Q52. Can we provide hourly rate ranges in the price proposal?

A52. No

Q53. 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?

A53. Onsite only. Worksite will be WV DMV headquarters located at 5707 MacCorkle Avenue, S.E., Suite 200, Charleston, WV 25304.

Q54. 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?

A54. Yes

Q55. Could you please provide the list of holidays?

A55.

New Year's Day

Martin Luther King Day

Washington Birthday

Memorial Day

June tenth

West Virginia Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Q56. Are there any mandated Paid Time Off, Vacation, etc.?

A56. No

Q57. How many mainframe positions do you anticipate will be released to work on in the course of a year?

A57. Minimum of two (2)

Q58. Can the Department provide the required proposal response format?

A58. Yes, please see instructions to vendors submitting bids

Q59. What is the place of performance for this work?

A59. Onsite at 5707 MacCorkle Avenue, S.E., Charleston, WV 25304

Q60. Can the work be performed remotely.

A60. No

Q61. Can the Department extend the deadline by a week? It will give us adequate time to find suitable candidates for the required position.

A61. Yes

Q62. 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?

A62. This information will not be provided

Q63. Also, is the incumbent eligible to bid on this project?

A63. Yes

Q64. 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?

A64. Citizenship is not required as long as they are eligible to work in the United States.

Q65. Can the Department provide the level of effort (key personnel) required for this effort?

A65. No

Q66. 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?

A66. Yes

Q67. Can the department please clarify how many references are required for each proposed personnel?

A67. Enough references to substantiate vendor's claim that the mandatory requirements are being met.

Q68. Can the Department please clarify the expected start date for this contract?

A68. Upon award.

Q69. Has the Department determined a budget for this contract? If so, can the budget amount be shared?

A69. Yes, there is a determined budget. No, the budget will not be shared.

Q70. To be responsive, the firm must be MBE/WBE/SB certified. Please Clarify.

A70. There is no such requirement.

Q71. Exhibit A – Price Page reads that 20,000 (8x2500 hrs.). Can the Department please clarify what 8 refers to?

A71. Yes, 8 indicates number of Programmer Analysts. 20000 hours equals 2500 hours per year per Analyst x 8 Analysts.

Q72. Are all living expenses and travel to be included in the pricing?

A72. Yes

Q73. Or can they be billed separately? (Not needed if the person already lives in the area.)

A73. Must be included in pricing.

Q74. As mentioned in the pricing sheet under the quantity column as 8 x \$2,500, do you require us to submit resumes for 8 candidates?

A74. No, Minimum of 2

Q75. Could you please clarify the hourly rates mentioned?

A75. Hourly rates are set by Vendor

Q76. You have stated 2,500 hours/year — since a standard full-time year consists of approximately 1,920 to 2,080 hours, will there be any payment for overtime? If yes, kindly clarify the overtime hourly rates.

A76. The number of hours is an estimate only

Q77. Is subcontracting permitted under this engagement?

A77. It is not prohibited

Q78. Are we required to submit a proposal along with the other documents?

A78. Yes

Q79. Do we also need to submit the Addendum along with the proposal?

A79. Yes

Q80. If a candidate is willing to relocate, will that be acceptable?

A80. Yes

Q81. As mentioned in Exhibit A – Pricing Page, Quantity 20,000 (8x2500 hrs), Please clarify – Is it mandatory to provide 8 candidates in response to this Requirement?

A81. The number of hours is an estimate only

Q82. If no, How many minimum candidates we can propose?

A82. Minimum of 2 candidates

Q83. If yes, Do we need to provide all 8 Live resumes with our bid submission?

A83. One per candidate

Q84. Is it allowed to use Sub-contractors to fulfil the requirements of this contract?

A84. Yes

Q85. Are H1B candidates allowed for this contract?

A85. No

Q86. We are not able to locate Exhibit B and Exhibit C in the neither in the RFP documents nor on the portal, could you please suggest.

A86. Exhibit B and Exhibit C will be provided upon award

Q87. Assuming all these onsite positions, is there any preference for local candidates?

A87. No

Q88. Could you please clarify if there is any budget allocation for this RFQ?

A88. This information will not be provided

Q89. If you could please share the previous spend.

A89. This will not be provided

Q90. Do we have to provide the Total Bill Rates for the positions?

A90. Yes

Q91. Could the agency share the Pay Rate for the Position?

A91. This information will not be provided

Q92. In Attachment- "CRFQ DMV2500000004 Inst to Vendors", under "Section 12 – 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, Could you please clarify- We are registered on WV OASIS – will that suffice?

If not, Could you please explain more on how to get registered?

A92. Yes, WV OASIS registration will suffice

Q93. Do we need to provide the Insurance certificate along with our response?

A93. Insurance Certificate will be required prior to award

Q94. On WVOASIS, while responding – Do we need to provide the Total contract amount under Tab 2 – Respond to Lines?

A94. The total price in Oasis can be bid as \$0.00. Please complete the table under Exhibit A and upload the completed table to the Header of the bid response. If further assistance with uploading documents to Oasis is needed, please contact the Oasis helpdesk at helpdesk@wvOASIS.gov or 855-666-8823

Q95. How many candidate references are required to be included in the candidate resume?

A95. Enough references to substantiate vendor's claim that the mandatory requirements are being met.

Q96. Could you please provide the budget allocated for the contract?

A96. This information will not be provided

Q97. Can we know the previous spending on the project?

A97. No

Q98. Is the contract going to be a single award contract or multiple awards?

A98. Single award

Q99. Is there an incumbent?

A99. This is a new contract

Q100. Are the incumbents allowed to rebid?

A100. Yes

Q101. Are resumes required for bid submission?

A101. Yes

Q102. What is the minimum number of resumes required with the bid?

A102. One per candidate

Q103. Are references for candidates required for bid submission?

A103. Yes

Q104. What is the minimum number of references required for each candidate?

A104. Enough references to substantiate vendor's claim that the mandatory requirements are being met.

Q105. Is experience with the DMV system a mandatory requirement?

A105. Yes

Q106. If a highly qualified candidate working with mainframe systems and technologies does not have experience with the Motor Vehicle System Or Drivers' License System, can they still qualify for this bid?

A106. No

Q107. Should the vendor need to be registered in West Virginia to apply for this opportunity? Please confirm.

A107. No, not to apply but is required to be registered prior to award

Q108. Could you please tell us where to find the vendor customer code?

A108. When you become a registered vendor, this number is provided to you

Q109. How would you prefer to receive the proposal, in a PDF or Word format?

A109. PDF

Q110. Should the proposal response, resumes of candidates, references, amendment acknowledgment, and pricing page be compiled in a single document?

A110. Yes

Q111. Should the pricing page be submitted separately in the Excel sheet provided? Please confirm.

A111. No

Q112. Could you please confirm the anticipated start date of the contract?

A112. Upon award

Q113. Can you provide the incumbent's name, contract number, duration, past effort, and value?

A113. This information will not be provided

Q114. Where can we find the incumbent vendor's proposal and pricing?

A114. This information will not be provided

Q115. Will there be candidate interviews?

A115. Yes

Q116. Will all 8 candidates be selected from a single vendor?

A116. Yes

Q117. What is the estimated budget for this contract?

A117. This information will not be provided

Q118. Is the Subcontractor mandatory for this RFP?

A118. No

Q119. How many requirements are anticipated to be released annually?

A119. Minimum of 2

Q120. How many awards are to be made through this contract?

A120. One

Q121. What is the expected lead time for vendors to supply the requested staff after task orders are issued?

A121. Upon award

Q122. What would be the estimated award date for this RFP?

A122. Upon award

Q123. When would be the kick off meeting after award?

A123. Within 10 days of contract award

Q124. What is the preferred channel of communication (e-mail or portal) for sharing your requirements?

A124. For CRFQ requirements, please contact John Estep at john.w.estep@wv.gov

Q125. Can you please clarify the format vendors should use to respond to this RFP?

A125. See Section 5 “Vendor Responsibilities” of the Specifications

Q126. 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?

A126. New contract open for the competitive bid process.

Q127. Will this be awarded on a lowest-price basis?

A127. Yes

Q128. Does the vendor need to submit two proposals, one for technical and the other for pricing?

A128. No

Q129. Do we need to provide references for this proposal?

A129. Yes

Q130. How many resumes are we supposed to submit, do you require live resumes for this proposal?

A130. One per candidate, live resumes

Q131. Please confirm if there is any local preference?

A131. None

Q132. Is there a specific format required for the proposal response?

A132. No

Q133. Should we submit a single resume or resumes for all 8 qualified candidates.

A133. One per candidate

Q134. Licensing- Is it mandatory for the business to be licensed in West Virginia to be eligible to apply for this bid? As per Term and Condition Attachment # 32, it is mentioned- 'Vendor must be licensed and good standing in accordance with laws of West Virginia'.

A134. Vendor must be licensed and in good standing prior to contract award

Q135. Registration- Can the business be registered in West Virginia prior to the contract award? As per Instruction in the vendor document it states, "Prior to contract award, the vendor must be registered in West Virginia."

A135. Yes

Q136. Candidate Experience- Is it mandatory that all eight candidate resumes should demonstrate experience with the Motor Vehicle System or the Drivers and License System for a vendor to qualify for this bid?

A136. Yes

Q137. Are each of the 8 candidates expected to provide 2500 hours per year during the contract term?

A137. The number of hours is an estimate only

Q138. How many resources are needed to be submitted?

A138. Minimum of 2 (two)

Q139. Does vendor need to submit the actual resumes or sample resumes?

A139. Actual resumes

Q140. Does vendor need to submit anything else apart from pricing and resumes of the resources in order to submit the proposal?

A140. No

Q141. Do vendors need to provide resumes of candidates in the response? If so, how many do vendors need to provide?

A141. Yes, one per candidate, minimum of 2 (two) candidates

Q142. How many resources will be needed for this skill set?

A142. Minimum of 2 (two)

Q143. How many vendors will be awarded?

A143. One

Q144. Will WV provide the tax exempt certificate?

A144. Yes

Q145. What are the background and drug requirements?

A145. That is the responsibility of the awarded vendor

Q146. Will WV provide laptops?

A146. Yes

Q147. How long will the duration of the contract be once resource is placed?

A147. The contract upon award will be in effect for a period of one year

Q148. What is the timeline on current needs? Or is this just “as needed”?

A148. For the duration of the contract

Q149. Is online notarization permitted?

A149. Yes

Q150. Are digitally signed documents acceptable, or are original ink signatures required?

A150. Digital is sufficient

Q151. Is there a specific checklist or set of guidelines available for reference?

A151. No there is not a specific checklist - See Section 4 “Mandatory Requirements”

Q152. Is offshore development or support permitted for this project?

A152. No, Onsite only

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMV2500000004

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 type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input 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 type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

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

Tek Tap LLC

Company

Rama . seelam

Authorized Signature

05/02/2025

Date

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

EXHIBIT A - PRICING PAGE

MAINFRAME APPLICATION PROGRAMMER ANALYSTS				
LOCATION - 5707 MacCorkle Avenue, S.E., Charleston, WV 25304				
Item Number	Quantity	Description	Hourly Rate	Annual Total
Year One	20,000 (8x2500 hrs)	Application Programmer Analysts Contract Cost for 1 year based on hourly rate - - Year One	130\$/hr	2,600,000.00
Optional Year Two	20,000 (8x2500 hrs)	Application Programmer Analysts Contract Cost for 1 year based on hourly rate - - Optional Year Two	140\$/hr	2,800,000
Optional Year Three	20,000 (8x2500 hrs)	Application Programmer Analysts Contract Cost for 1 year based on hourly rate - - Optional Year Three	150\$/hr	3,000,000
Optional Year Four	20,000 (8x2500 hrs)	Application Programmer Analysts Contract Cost for 1 year based on hourly rate - - Optional Year Four	160\$/hr	3,200,000

**** THIS AMOUNT IS FOR EVALUATION PURPOSES ONLY ****