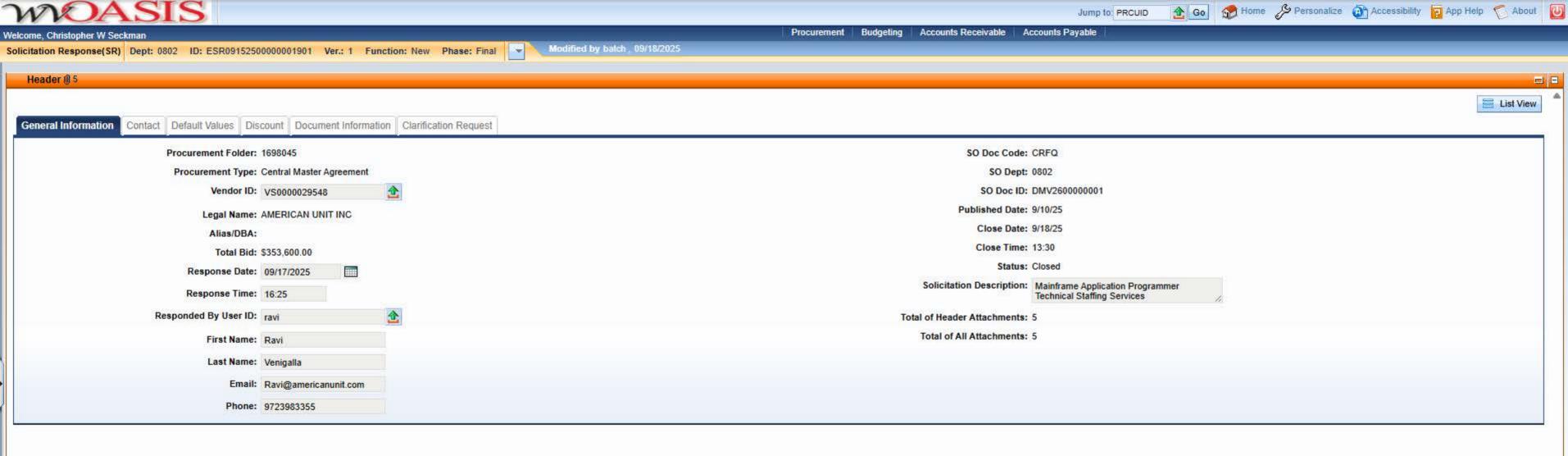
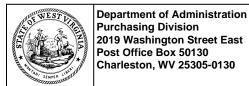


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





State of West Virginia Solicitation Response

Proc Folder: 1698045

Solicitation Description: Mainframe Application Programmer Technical Staffing Services

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2025-09-18 13:30
 SR 0802 ESR09152500000001901
 1

VENDOR

VS0000029548 AMERICAN UNIT INC

Solicitation Number: CRFQ 0802 DMV2600000001

Total Bid: 353600 **Response Date:** 2025-09-17 **Response Time:** 16:25:06

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X FEIN# DATE

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

 Date Printed:
 Sep 19, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
	Mainframe Application Programmer Technical Staffing Services				353600.00

Comm Code	Manufacturer	Specification	Model #	
81111600				

Commodity Line Comments:

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.

Date Printed: Sep 19, 2025 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



September 18, 2025

Attn: John Estep 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305

American Unit Inc ("AU") is pleased to submit its response to the State of West Virginia Purchasing Division, WV Department of Motor Vehicles ("WVDMV") for Mainframe Application Programmer Technical Staffing Services to provide the services of mainframe application programmer analysts on an hourly rate basis to provide technical expertise to meet agency needs.

AU has read through the Request for Quotation (RFQ) document and agrees to comply with the requirements stated in this RFQ. AU acknowledges and accepts above terms and conditions as set forth in this RFQ. We adhere to all local, state, and federal laws, rules, code laws, rules, code, regulation, and policies, including those relating to non-discrimination, accessibility, civil rights, and equal employment. We are stating that this proposal was prepared independently without collusion

We are proposing below resource for this contract.

Name	Title
Abhisek Guha	Sr. Tech Lead Mainframe Application
Edward J. Roche, Jr	Senior Mainframe Programmer.
Sai N	Senior Mainframe Programmer

About the company

AU has over 22 years of experience in providing IT Staff Augmentation Services on a nationwide basis for both government and corporate sector clients. We are a Small, Minority, and HUB certified company that works to support government entities similar opportunities. AU currently has over 360 resources through the US and works with over 65 clients in various industries, including but not limited to: Government (State/Local), Manufacturing, Transport, Education, Automotive, Healthcare, Energy and Utilities, Life Sciences, Agriculture, Defense and Aerospace, Telecommunication, Consumer Products, Finance, and Insurance.

AU has experience in providing various staffing models such as Temporary, Temp-to-Hire, and Permanent positions. We have extensive experience working with various government clients as a prime and subcontractor, this experience has given us complete understanding of the government functioning and environment, its task orders/requests, timeliness, and deliverables. Our mission is to support government sector clients plan, build, manage, and justify their investments to optimize mission and business performance. We are a rapidly growing firm of professionals, committed to delivering high standard services to our clients since the inception of the company.

Over the years, AU has built a reputation in providing innovative temporary staffing services that enable its clients to reduce operational issues and increase enterprise efficiency levels. AU has been working on similar contracts with clients in various sectors. Our experience is proven through the successful management of temporary staffing contracts supporting State/Local and Commercial sector clients through US.



Our experience with the government clients and strong local presence in West Verginia, we will provide Administrative Support, Commercial/Industrial Workers, and Healthcare Staffing Services, Information Technology Professional Services, and Professional Services to the WVDMV through this contract pool on as needed basis for ongoing projects as defined within the scope of this RFQ.

Communication Management

Clear and meaningful communication between AU team and the WVDMV is necessary for successful placement. Assisting with this contract, supporting the relationship of the contract and working exclusively on this contract, our Client Engagement Manager (Robert Kashamalla) will be the main contact for the WVDMV for this proposal. Robert has been deeply involved in all aspects of our proposal and is familiar with the requirements of the WVDMV.

Below is the contact person responsible for the project:

Name of the Offeror	American Unit Inc	
Name of the person	Robert Kashamalla	
Email Address	procurement@americanunit.com	
Telephone Number	(214)275-9162	
Mailing Address	2901 Dallas Pkwy, Suite 333 Plano, TX 75093	

AU comply that we will complete the Bidders List application process as required from the date a notice of intent to award is issued. Thank you for giving us the opportunity to respond to this RFQ and we look forward to have a long and continuing profitable mutual partnership.

Sincerely,

Robert Kashamalla

Client Engagement Manager

American Unit, Inc. Phone: (214)275-9162

Email: procurement@americanunit.com

Web: www.americanunit.com



Resume # 1

Name: ABHISEK GUHA,

Title: Sr. Tech Lead Mainframe Application

SUMMARY

Abhisek is a Technical Expert with 18 of extensive work experience in **IT industry** primarily in **Mainframe**, **Salesforce**, **Unix**, **JSON** and associated Technologies, looking for a challenging career opportunity where technical expertise and project management skills can be effectively applied to achieve organizational goals.

Competencies and Skills

- Excellent interpersonal skills by working in well diverse business settings. Experience in handling projects in various roles like Team Lead, Developer, Software Consultant and assistant project manager.
- Received award and recognitions for performance and contribution to projects.
- Excellent Team building, Project management, Analytical, Interpersonal and Communication skills.
- Project delivery of various sizes, performance tuning, production support, trouble shooting.
- Extensive experience working with Financial and Banking applications and health insurance.
- Perform impact analysis and provide solutions to user's change requests.
- Extensive experience working as an onsite coordinator attending the project review meetings
 with Clients gathering requirements, preparing High Level Design (HLD), Low Level Design (LLD),
 transitioning the requirements and design to offshore for the Build activity.
- Experience creating tables and stored procedures and solving complex SQL query issues.
- Maintenance experience of Quality Management System documents like Project initiation, Project action plan, Detailed Requirements Specifications, Impact Analysis, File Specifications, System Run Chart (flow chart), Data Base Requirements, Program Specifications, Operation Manual, Program Development, Coding, Unit Test Plan, System Test plan, Inter System Test plan, Implementation plan and Post implementation check.
- Self-motivated and self-organized, highly committed to responsibilities and ability to work independently. Ability to perform well within cross-functional teams.
- Experience in Agile Project Tracking through Version One and Kanban board, co-ordination with product owner for backlog revision and working with scrum master to optimize burn down charts.

Education

- Bachelor of Technology (Electronics and Communication Engineering)
- MBA (Information Technology concentration)

Certification:

Project Management Professional (PMP).

Technical Skills

OPERATING SYSTEMS:	OS/390, Z/OS, Windows, Unix.
Programming Language	Microfocus COBOL, IBM MQ Series, JCL, Proc, DFSORT, CICS, Cobol,
	Easytrieve.



Databases:	DB2, SYBASE.
Tools / Utilities:	VSAM, ISPF, IDCAMS, SPUFI, QMF, File AID, Xpeditor, Platinum tool for DB2, Version control, PVCS, Endevor, GitHub, Zeus/Eclipse, Visio, IDZ, IBM Utilities, Crontab and CA7 for job scheduling, Microfocus Enterprise Developer.
Data Analysis Tools:	Excel, SAS.
Domain Expertise:	Investment Banking, Health Insurance, Motor Vehicle, Logistics.
Project Management:	VersionOne, SharePoint, Jira and Confluence, Equip, Clarity, Squids.
Web Service / API	Familiarity with API Web Services with HTTP, XML, JSON, SOAP, REST

EXPERIENCE

Project Name: UPS Parsippany, NJ | April 2023 to Till Date

Role: Sr. Tech Lead Responsibilities:

- Project coordinator of the Pricing project which creates contracts with new shipping customer.
- Overseeing Client's **Mainframe applications** and production environment.
- Assistant project management in **Data cleansing** and **Migration to salesforce** project.
- Hands on development and management projects in Cobol, JCL, DB2, Proc and 3rd party applications
- Closely monitoring the deal accept process through JSON script and legacy mainframe application.
- Working with Salesforce development team to improve the front end.
- Co-ordinate with 3rd party Zilliant on the pricing structure and deal acceptance procedure.
- Manage day-to-day IT development and maintenance projects; work with project management tools like Jira and Confluence to track progress, budget, resource allocation, work distribution etc.
- Using various FTP and MQ procedure to send and receive information between platforms.

State of Nevada/ Department of Motor Vehicle Carson City, NV | October 2021 to Oct 2022 Role: Sr. Application Developer Responsibilities

- Modernization with Microfocus Developer suit and IDZ.
- Work closely with IT Department, Business, RPM, External Stakeholders, and Project managers to make plans and strategies to implement new features in existing system.
- Managed and developed the Technology fee refund project which involved extraction of statewide vehicle and financial report.
- Working with dot net and power builder teams to build cross functional applications.
- Using **FTP** to transfer data from DMV client server to 3rd party server.
- Enhanced DMV online screens which run CICS in the backend.
- Worked in projects where Mainframe Cobol and CICS data needed to be transferred to different
 application and 3rd party services, like motor vehicle registration status to the department of
 public safety, and have used RPC and API web services to communicate. I have used Z/os Connect,
 Software AG products to format the mainframe Cobol and CICS DFHCOMAREA data fields to map
 as par host API requirements to send and receive data.



Atos Syntel State Street / Investment Banking Irvine, CA |

October 2016 to October 2021

Role: Sr. Analyst Programmer Responsibilities

- Working with Investment Banking Company State Street as an analyst programmer and senior developer.
- Developed and enhanced several projects using Fujitsu net Cobol, Microfocus Developer, Sybase data base and Shell Script.
- Upgraded Microfocus Cobol to new version based on new guidelines.
- Responsible for performance tuning and enhancement of SMARTS application.
- Used IBM Web Sphere like MQ series to transfer data between Mainframe and .Net servers.
- Worked on API and RPC call to 3rd party applications and send and receive data between Mainframe CICS using Webservices.
- Using API services to call other application for data processing.
- Working as **Business Analyst** and **senior developer** for the process that controls the Trading screens and database update process.
- Advanced problem solving and analysis skills.
- Worked as lead developer and SME to re-design some of the complex margin calculation process.
- Thorough understanding of trading process and implementing acquired knowledge to bug fix and improvement.
- Preparing Test Plan, Unit testing and UAT coordination.
- Solving complex queries using joins and stored procedures.
- Managing stakeholder communication and business plan while providing the best possible architectural solution to business problems.
- Monitoring and scheduling of cycle batch jobs and updating different stake holders about their performances and status.

Atos Syntel Humana Customer Interface / Health Insurance, KY Role: Project Lead Mainframe Responsibilities May 2011 to December 2016

- Experienced in direct work with client and business from corporate head quarter of **Humana in Louisville.**
- Major project undertaken was **D**ual **E**ligible **S**pecial **N**eed **P**lan or **DESNP** enrollment which includes multiple technologies like **Mainframe**, **Blaze** and **.Net**.
- End to end process developed to convert and FTP mainframe files to Third party Vendor Emdeon server.
- Applying Blaze Rules Engine on Emdeon response file and generating business report.
- Coordinator on TRR (Transaction Request Reply) Project to handle daily request and response files from and to CMS (Center of Medicare and Medicaid Service).
- Hands on experience and in depth understanding of Migration and Modernization projects.
 Proactively worked on Migration projects which includes replacing existing cobol programs with new modules created in new technologies like Blaze, Java, .Net, MQ series etc
- Designed and developed new **CICS screens** for business users to interact with database thru **Front End** applications for Institutional SNP project and Chronical Care SNP.



- Worked on Major Tracking project with BAM (Business Activity Monitor) tool. Which is built with both Mainframe and .Net technologies.
- Experienced in **Defect Management** and **Test case** tracking tools (SQUIDS).
- Used JIRA for project tracking and monitoring for optimal clarity of project progress status.
- Coordinated the Cobol Conversion project.
- Tech lead for Medicaid Reconciliation process as par new change in CMS regulations.
- Handled Low Income Subsidy premium calculation project.
- Lead of BOP team which streamlined DB2 processes and reduced redundancies by identifying Low Performing programs and applications and by providing technical solution to reduce MSU, Gatepages to improve system performance.
- Worked with the BA, QA teams and UAT teams, and created test cases from project inception to the closure.

Humana Enrollment / Health Insurance Atos Syntel

January 2008 to April 2011

Role: Software Developer Responsibilities

- Worked on Core Enrollment process of Humana, responsible for enrolling members coming through different platform.
- Worked as a software developer in Humana Automated Re-mapper team. Primary responsibility
 was to transfer 834 Enrollment files to Humana specific Mainframe layout thru various condition
 check and validation and further loading the file to database to complete the enrollment
 transaction.
- Major responsibility of input validation and enrollment in the Open Enrollment period.
- Designed and developed **Automation** and **Optimization** process for batch job and QA cycle.
- Worked as software developer to process Provider fund and adjudication of claims.
- Experienced in **ICD9 to ICD10** conversion process.



Rethink your options

Resume # 2

Name: Edward J. Roche, Jr

Title: Senior Mainframe Programmer.

CRFQ 0802 DMV2600000001

Mainframe Application Programmer
Technical Staffing Services

SUMMARY

Edward is an experienced information technology expert having leadership, supervision, management and systems analyst capacities.

- He has over 15 years' experience in Endeavor Administration at Dollar Bank, Highmark Blue Cross, PNC, NY State DMV and IBM.
- Technical lead experience at PNC Financial, Highmark Blue Cross, Dollar Bank and Bank of New York Mellon. Experience with Tier 2 support for Production Cycles at PNC Financial, Highmark Blue Cross, Dollar Bank and Bank of New York Mellon. Familiar with CA Plex capabilities and functionality.
- Familiar with Web Programming, Rest Services/APIs, SOA Design Principles, Object Oriented fundamentals (Java/J2EE, Server-Side Programming), GIT, Maven, Jenkins, Tomcat, Spring Frameworks, and Angular S. Knowledge of HTML, XML, JavaScript and Webservices at PNC Financial, Highmark Blue Cross.
- Coordinated PNC Financial's Mainframe Telecom LU6.2, SNA, VPN, NDM, SMTP(Internet), X400 protocols, DMZ firewalls and virus walls with PNC's Telecom Department, third party software vendors, PNC's Data Security Department housed at PNC's Data Center in Robinson Township.
- 8 years' experience at Highmark Blue Cross / Blue Shield in the Information technology area implementing Web based interconnectivity to existing mainframe systems and relational databases via MQ series utilizing MVS/ISPF, TSO, JCL, CICS, CLIST, REXX execs, PL/1, COBOL and JAVA application development using RDz,.
- Extensive experience in human factors design and quality assurance testing of software systems.
- Developed systems using MVS/ISPF, JCL, IMS, DB2, Endeavor, VSAM, PL/1 and COBOL programming language using multiple hardware systems such as PC-microfocus, midrange systems such as AS/400 and mainframe systems.
- Maintained Highmark Blue Cross / Blue Shield IBM mainframe based idcard system which utilized PL/1, Natural, COBOL, Assembler, JCL, TSO/ISPF, MVS, SQL, Oracle, DB2, IMS/DLI, SPUFI, Endeavor, fileaid, INSYNC, SYNCSORT. PowerBuilder, CICS, MQ and TX series to connect the front-end powerbuild user interface to a DB2 database containing card layout information as well as CICS online screens and programs.
- Maintained Highmark's Blue Cross / Blue Shield Claims systems interface to membership systems EDI interfaces. Utilized COBOL, Natural, MVS/ISPF, JCL, DB2, Endeavor, and VSAM to migrate existing legacy VSAM vehicle license and registration system to an IBM DB2 relational database meeting WHTI (Western Hemisphere Travel Initiative) standards for creating the NY State EDL (Enhanced Drivers License) system.
- 20 years' experience with JCL, TSO/ISPF, MVS, SQL, Oracle, DB2, IMS/DLI, SPUFI, Endeavor, Panvale, fileaid, INSYNC(Macro4), DataMover(NDM), RACF, Omegamon, Natural, COBOL, Easytrieve, Easytrieve Plus, PL/1, REXX, Xpeditor, Intertest, SMS, SYNCSORT, CICS and VSAM.
- Experience developing systems at IBM using PL/1, REXX, and CLIST using both VM and MVS operating systems.
- Over 18 years' experience in production scheduling using Zeke/Zebb and then ESP- (Cybernation Enterprise Job Scheduling) software, production control procedures applying ZAPS, PTF's, using Endeavor production control SCL and maintaining processing service deliverables, on multiple



platforms and in multiple environments. Utilized IBM MQ/TX series to define queues to stack and dequeue CICS transactions for client server applications.

- Familiar with ACH systems and processing at Mellon Banks Global Cash Management area.
- Led large projects, which involved coordination of both internal resources at local, national and international level, as well as, vendor resources in order to successfully, complete large complex projects.

EDUCATION

M.S. Information Science, University of Pittsburgh, Pittsburgh, PA

CERTIFICATION

- MCSA Security+ Microsoft Certified Systems Administrator certification,
- PMP Project management training at the University of Pittsburgh,.

TECHNICAL SKILLS

PC Software	MS Access, Lotus Notes (Domino), WordPerfect, MS Word, MS Windows, MS Project,			
	OS/2, DOS,			
	REXX/OS2, MS Access, Cognos Impromptu, Micro Focus Cobol-(CICS), File-Aid Po			
	SPF/PC, Exceed-Xwindows, WebSphere/InfoSphere DataStage			
Computer	PowerBuilder, Visual Basic, JAVA2, REXX, Natural, COBOL, FORTRAN, BASIC, PL/1, SQL,			
Languages	JCL, HTML/XML			
Mainframe MVS (TSO, ISPF, Librarian), ESP scheduling, Syncsort, VM (CP, CMS, XEDIT, PRO				
Utilities Easytrev, Xeditor, Intertest, CICS command level, ROSCOE, IMS/DLI, DB2, SPUFI, TO				
Translator MVS, EDItran, Comparex, Endeavor, Librarian, FileAid, Macro4, IN				
Zeke/Zebb.				
UNIX /	TX Series, MQSeries, DG/UX, LMS / EMX - Lotus			
Middleware	Messaging Switch, RS/6000—AIX, Hummingbird/Exceed, Telnet.			
Databases	Oracle, IMS, IBM DB2, MS Access, SQLServer.			

EXPERIENCE

TCS Incorporated, Pittsburgh, PA

2017 - Present

Role: IT Consultant - Mainframe Developer, Responsibilities:

- Lead multiple production systems projects in order to complete client projects for client PNC's ATM, PCS, COR Systems area. Created and maintained Production DAS DB2SQL Queries for PBAL process including SQL calculation to determine the DAS account EPOCH Date (number of seconds since Epoch date january 1 1970).
- Developed Positive Balance(PBAL) interface /feed from COR systems to Base24 (ACI) Oracle
 Database via Informatica. Jobs, progams were added into Production DAS system to daily
 update new DAS Unix system with 20million plus PNC checking and Saving account information
 including account numbers, account types and current balance information.



- Modified PCS online CICS systems to feed new DAS (Base24) system via batch and online transactions. Maintained QA and Production Pilot DAS systems interfaces which includes QA PBAL 20 plus million account updates,
- Created and maintained PCS and DAS online logs in both Production and QA test systems. Job
 responsibilities includes maintaining QA system, manually bringing down QA CICS online log
 files, backing up multiple logs and deleting and redefining new CICS online files and openning
 them in the various QA CICS regions.
- Maintained PNC's IBM mainframe based ATM systems which utilized COBOL, VSAM, JCL, TSO/ISPF, MVS, SQL, Oracle, DB2, SPUFI, Endeavor, fileaid,, SYNCSORT, CICS, MQ, as well as CICS online screens and programs.
- Experience with Tier 2 support for Production Cycles, Experience with HTML, XML, RSS and Webservices. Coordinated both production and test development efforts, as well as, Unit, CIT, SIT and QA test verification activities and corresponding Endeavor environments for scheduled client releases. Participated in daily Scrum Calls with all project resources to coordinate daily activities, as well as, creation of initial sprints, epics, stories, task and impediment creation.
- Partnered with internal project liaisons to acquire resources, assigns tasks, directs activities, and controls project execution. Coached and mentored project team members.

SDLC PARTNERS, Pittsburgh, PA

2016

Role IT Consultant - Mainframe Developer, Highmark Blue Cross / Blue Shield

- Lead production systems changes to complete client projects for such clients as Highmark Blue Cross Independence Blue Cross, Minnesota Blue Cross and Concordia Dental within General Ledger Systems. Acted a liaison between Management, Business, Technical resources and clients.
- Utilizes MS Project to create, manage and analyze project schedules, resource utilization. project risk and issues, as well as, project budget.
 - Experience with Tier 2 support for Production Cycles,
 - o Experience with HTML, XML, JavaScript and Webservices.
- Created and modified both production and test programs, JCL and Oracle DB DMS PeopleSoft
 Scripts across multiply test environments TENV2, TENV3, TENV6 and TENV7 and corresponding
 Endeavor environments for scheduled client releases. Coordinated secured transmission of
 client test results via secure FTP transmission of client information to verify and email
 correspondence for client sign-off during the entire development process. Participated in daily
 Scrum Calls with all project resources to coordinate daily activities, as well as, creation of initial
 sprints, epics, stories, task and impediment creation. Partnered with internal project liaisons to
 acquire resources, assigns tasks, directs activities, and controls project execution.
- Tracked and reported progress using RTC-Team Concert, ClearQuest, ClearCase, Clarity, Harvest, and Endeavor to support environment governance and reporting for projects.
- Developed, managed and maintained productive working relationships with business partners, project stakeholders, systems community and outside vendors. Experience implementing large system testing projects involving testing, defect tracking, problem resolution production implementation and fix distributions in a timely manner.

PYRAMID INCORPORATED, Atlanta, GE

2015-2016

Role Mainframe COBOL Developer



Responsibilities

Highmark Blue Cross / Blue Shield

- Managed both on-shore and off-shore resources to complete client projects for such as Minnesota Blue Cross and NEPA within Membership System. Acted a liaison between Management, Business and Technical resources located on and offshore. Lead daily Scrum Calls with all project resources to coordinate daily activities. Partnered with internal project liaisons to acquire resources, assigns tasks, directs activities, and controls project execution. Coached and mentored project team members. Tracked and reported progress using RTC-Team Concert, ClearQuest, ClearCase, Clarity, Harvest, and Endeavor to support environment governance and reporting for projects. Communicated project expectations to team members, stakeholders and management in a clear and timely matter.
- Production scheduling using CA7 Enterprise Job Scheduling) software, production control procedures applying ZAPS, PTF's, using Endeavor production control SCL and maintaining processing service deliverables, on multiple platforms and in multiple environments.

BEACON HILL, Pittsburgh, PA

2015

Role Senior Project Manager - Mainframe Applications Responsibilities

Managed Greenfield Bridge Data Center relocation regarding IT infrastructure and software, specifically Enterprise Services AES-(Adjustment Express) and RCM-(Returns Check Management). Applications involved interface with Hogan DDA-(Demand Deposit Applications) as well as TDA-(Time Deposit Applications). Partnered with internal project liaisons to acquire resources, assigns tasks, directs activities, and controls project execution. Led Mainframe Application modification utilizing COBOL, DB2, JCL and off-shore resources. Coached and mentored project team members. Tracked and reported progress, analyzed the results based on facts, defined the products of the project, and forecasted future trends in the project. Utilized PNC, project management, configuration and release management software tool set including Clarity, Ha rvest, Endeavor and Clear Case to support environment governance and reporting for Green Field Bridge project.

SYSTEM ONE, Cranberry, PA

2014-2015

Role Senior Project Manager – IT Consultant

Responsibilities

Manage large complex projects out of the Westinghouse EPMO Office. Provides leadership and strategic guidance during the solution development and project execution processes ensuring that Westinghouse IT, management and multiple IT Vendors provide solutions on-time and cost effectively. Translates customer requirements into operational strategies associated with each solution and offering to ensure client needs are met in a cost-effective and timely manner.

DOLLAR BANK, Pittsburgh, PA

2012 - 2013

Role Mainframe Development – IT Quality Assurance

Responsibilities

Managed IT Quality Assurance of all banking systems which includes Mainframe applications, MVS/ISPF, TSO, JCL, Endeavor, Cobol, PL/1, DB2, IMS, CICS, WebSphere/InfoSphere DataStage, ATMs, internal banking systems in Pennsylvania and Ohio interfaces included Hogan, DDA-



(Demand Deposit Applications), TDA-(Time Deposit Applications)., as well as, interconnected systems to outside governmental agencies including the Federal Reserve Bank and FDIC.

Volt Software Services, Philadelphia, PA

2010-2011

Role IT Project Consultant – Mainframe Development **Responsibilities**

Yellow Pages Group

 Perform system conversion on legacy to legacy software systems utilizing MVS/ISPF, SPUFI, TSO, CICS, DB2 database, SQL, Stored Procedures, JCL, Cobol, Natural, PL1, SYNCSORT and Systems Analysis to convert systems to produce directories for Western Canada and the state of New Jersey.

Bombardier Aerospace, Bridgeport, WV

2009-2010

Role Mainframe Systems Development Analyst

Responsibilities

 Performed systems analysis, development, systems installation and customization of Bombardier Aerospace computer systems. Utilized Infor Syteline 7.0 ERP software to customize systems using Crystal Reports, Microsoft TSQL stored procedures, MS SQL Server 2005, MS Excel and VB.net. Also, developed FAA compliant Aerospace Tool Tracking system for Bombardier's

Department of Motor Vehicle for State of New York

Role Mainframe Systems Analyst/Programmer

2008-2008

Role Mainframe IT Project Consultant

Responsibilities

Consulted on major governmental project to replace existing vehicle license and registration system to meet WHTI-(Western Hemisphere Travel Initiative) standards for creation of a NY State EDL-(Enhanced Drivers License). Consultation included programming using MVS, TSO, CICS, Endeavor, PL/1, Natural, Cobol, JCL, DB2 database design for implementation of new relational database system containing approximately 56 million client and address information records, as well as, integrating third party software to cleanse and verify address information using Pitney Bowe's Group 1 Finalist software.

Pyramid Consulting Group, Wexford, PA	2007-2007
Role Project Manager – Mainframe Systems	
Highmark Blue Cross / Blue Shield, Pittsburgh, PA	1998-2006
Role Mainframe Senior Programmer / Systems Analyst	
Source Services, Pittsburgh, PA	1997-1998
Role Mainframe Systems Consultant	
PNC BANK, Pittsburgh, PA	1995-1997
Role Mainframe Senior Systems Analysts	
NORTHEASTERN EXECUTIVE GROUP INCORPORATED, Pittsburgh, PA	1994-1995



Resume # 3

Name: Sai N

Title Senior Mainframe Programmer.

PROFESSIONAL SUMMARY:

Sai is seasoned Senior Mainframe Developer with over 11+ years of hands-on experience in designing, developing, and modernizing enterprise-scale COBOL, JCL, and CICS applications across the healthcare, insurance, public sector, and energy industries. Adept at optimizing batch processing, automating workflows with REXX, and enhancing DB2/VSAM-based data systems to improve performance and reliability. Proven success in driving modernization efforts, integrating mainframe systems with cloud platforms via APIs and secure messaging (MQ/FTP), and ensuring regulatory compliance (HIPAA, SOX, CJIS) across mission-critical applications. Experienced in job scheduling (CA7, TWS), incident triage (Abend-AID, MainView), version control (Changeman), and cross-functional Agile collaboration. Delivered scalable and maintainable mainframe solutions that aligned with long-term business goals and supported large-scale modernization initiatives. Collaborated across technical and business teams to ensure accurate translation of requirements into efficient mainframe logic.

EDUCATION

Masters in Information Technology , 2016

TECHNICAL SKILLS:

TECHNICAL SKILLS.	
Languages &	COBOL (Batch & CICS), JCL, REXX, SQL (Embedded & Ad hoc), Assembler,
Programming	DB2 SQL
Databases & Data	DB2, VSAM (KSDS, ESDS), SPUFI, QMF (optional), IDCAMS, File-AID
Access	
Transaction &	CICS (BMS Maps, Online Screens), IBM MQ Series, FTP/SFTP (Secure File
Messaging	Transfers)
Job Scheduling &	CA7, Tivoli Workload Scheduler (TWS), Job Dependency Management,
Workload Automation	Checkpoint/Restart Logic
Monitoring &	Abend-AID, MainView, ServiceNow, Job Logs, Dump Analysis
Debugging Tools	
Testing Tools & QA	File-AID, Changeman, SIT/UAT, Test Dataset Preparation, Regression
Support:	Testing, Root Cause Analysis (RCA)
Automation & Utilities	REXX Scripting, Batch Utilities, Custom Shell Scripts, Dataset Management
	Tools (IDCAMS, IEBGENER)
Version Control & Change Management, Promotion Pipelines, Pre/Post Deployn	
Deployment	Validations, Version Control Management
Cloud &	z/OS, Mainframe-to-Cloud Integration, Splunk Dashboarding, API
Modernization	Modernization Planning, z/OS Connect EE, Distributed Systems Migration
Exposure	
Security & Compliance	HIPAA, CJIS, SOX, Data Privacy (CARB), Audit Logging, Secure Data
	Exchange Standards
Development	Agile (Scrum Ceremonies), SDLC, ITIL, Change Management, Waterfall
Methodologies	(legacy support
Domain Knowledge	Healthcare Claims (Medicaid, Medicare), Energy Sector (Oil & Gas),
	Insurance (Policy & Claims), Public Sector (Environmental, Tax, and Social
	Services), Transit Systems (Fare Collection, Scheduling)

EXPERIENCE:



Role: Senior Mainframe Developer

Responsibilities:

Led modernization and support of complex legacy systems across COBOL, IMS DB/DC, CICS, DB2, IDMS, and Hogan platforms. Key contributions include:

- **System Modernization & Optimization**: Extracted business logic from legacy COBOL/IDMS systems to guide modernization; refactored IMS applications for maintainability and cloud readiness.
- Mainframe Development: Designed and maintained high-performance batch and online applications using COBOL, JCL, IMS DB/DC, and CICS; developed hybrid programs accessing both IMS DB and DB2.
- **Brokerage & Settlement Systems**: Engineered secure, scalable workflows for trade settlements and reconciliations; built reusable modules and automated job streams to enhance efficiency.
- Hogan & Adabas Expertise: Supported Hogan IDS deposit systems and M&A workflows; developed Natural programs and Adabas utilities for data processing and reporting.
- Infrastructure & Performance: Collaborated on infrastructure upgrades, tuned IMS programs for CPU and I/O efficiency, and implemented failover procedures for high availability.
- **Compliance & Governance**: Ensured data integrity and regulatory compliance; supported audits and legal updates, including CDL-related legislative changes.
- Mentorship & Collaboration: Guided junior developers in COBOL, DB2, and CICS; partnered with QA, analysts, and stakeholders to align technical solutions with business needs.
- Tooling & Automation: Automated monitoring and recovery using REXX and Zeke Scheduler; configured Endevor for version control and streamlined deployments.

San Bernardino County - ITD, San Bernardino, CA

August 2023 – November 2024

Role: Senior Mainframe Consultant

Responsibilities:

Specialized in Hogan IDS, IMS DB/DC, Natural, and Adabas systems, driving modernization, compliance, and performance optimization across county-wide financial and regulatory applications.

- Hogan IDS & DB2 Integration: Led enhancements to Hogan deposit systems, integrating COBOL modules with DB2 for customer master and M&A data loads, and tuning embedded SQL for batch efficiency.
- Natural & Adabas Development: Designed and maintained business-critical applications using Natural and Adabas, optimizing queries and ensuring HIPAA and CJIS compliance for sensitive data.
- **IMS Modernization & Migration**: Migrated VSAM files to IMS DB structures, implemented SSA calls, and optimized COBOL-IMS loops to reduce job runtimes and improve data integrity.
- **Batch Resiliency & Exception Handling**: Engineered checkpoint/restart logic and structured error handling for long-running batch jobs, ensuring mid-cycle recovery and SLA compliance.
- **Testing & Debugging Excellence**: Created targeted test plans using File-AID and custom harnesses; used Xpeditor and Abend-AID to resolve complex CICS Hogan issues and validate screen-level flows.
- **Governance & Documentation**: Delivered detailed system flows, rollback plans, and audit-ready documentation aligned with county IT governance and federal regulatory standards.
- **Mentorship & Collaboration**: Trained junior and offshore teams in IMS, Hogan, and Natural programming; actively participated in Agile ceremonies and cross-functional planning.
- **Legacy System Modernization**: Identified reusable COBOL logic for API enablement and platform migration, contributing to long-term cloud readiness initiatives.

Chevron, San Ramon, CA

February 2023 – August 2023

Role: Lead Mainframe Developer

Responsibilities:

Led strategic modernization of legacy IDMS-based systems, driving transformation toward relational DB2 and cloud-compatible architectures. This role emphasized **legacy logic extraction**, **cross-platform integration**, and **enterprise-level modernization planning**, setting it apart from prior roles focused on brokerage or Hogan systems.



- IDMS-to-DB2 Migration Leadership: Conducted impact analysis and refactored COBOL modules tied to IDMS sets, enabling seamless transition to relational DB2 models.
- **Modernization Blueprinting**: Designed data flow diagrams, API mappings, and record transition plans to support cloud migration and distributed execution strategies.
- **Batch Optimization & Refactoring**: Collaborated across teams to re-engineer high-CPU IDMS batch jobs for scalable, distributed processing.
- Infrastructure & Release Management: Coordinated with infrastructure teams during z/OS upgrades; ensured compatibility and stability across environments using ChangeMan.
- **Tooling & Automation**: Developed reusable REXX utilities for job validation and deployment automation; integrated mainframe logs into Splunk for real-time visibility.
- **Compliance & Risk Management**: Delivered risk assessments and documentation for modules tied to fuel pricing and regulatory reporting.
- **Mentorship & Agile Delivery**: Mentored junior developers in COBOL, JCL, and CICS debugging; drove Agile-aligned release cycles and cross-functional collaboration.
- **Security & Governance**: Partnered with cybersecurity teams to enforce data protection policies across mainframe data exchanges.

Milwaukee County Transit System, Milwaukee, WI

June 2020 - February 2023

Role: Mainframe Application Developer

Responsibilities:

- Delivered Hogan enhancements and rollback plans via ChangeMan; supported M&A data consolidation with COBOL conversion programs.
- Implemented checkpoint/restart logic and automated job monitoring using REXX; optimized batch performance and SLA compliance.
- Resolved production issues using Abend-AID and MainView; managed CA7 job dependencies and reruns.
- Collaborated on fare policy updates, deposit compliance, and ridership analytics; supported SIT/UAT with File-AID test datasets.
- Documented system flows, release notes, and audit artifacts per ITIL standards; led KT sessions and technical walkthroughs.
- Refactored COBOL code for modularity and maintainability; participated in capacity reviews and performance tuning.

West Bend Mutual Insurance, West Bend, WI

November 2019 – May 2020

Role: Mainframe Systems Analyst

Responsibilities:

Delivered high-impact solutions for brokerage, mutual funds, and insurance systems, with a strong focus on COBOL/CICS/DB2 development, claims automation, and regulatory compliance. This role stands out for its securities industry alignment, underwriting logic analysis, and Hogan system enhancements.

- Brokerage & Mutual Funds Systems: Designed and deployed COBOL, CICS, DB2, and JCL programs to support trade settlements, mutual funds processing, and reconciliation workflows, ensuring compliance with FINRA/SEC standards.
- Claims & Underwriting Logic Analysis: Traced embedded business rules in COBOL and JCL modules; created system flow documentation to support modernization and automation of insurance claims and underwriting processes.
- Hogan System Enhancements: Refactored legacy Hogan COBOL and JCL codebases; managed release
 coordination and stability validation post-z/OS upgrades; created audit-ready documentation for
 Hogan batch flows and DB2 mappings.
- **Data Integration & Migration**: Migrated VSAM datasets to DB2; integrated legacy record management with modern relational structures to improve scalability and reporting.



- Testing & Compliance Support: Led SIT/UAT cycles; provided ad hoc DB2 queries and data extracts for audit, actuarial, and compliance teams.
- **Performance & Reliability**: Tuned COBOL-DB2 applications for high-volume financial data; automated batch jobs to reduce operational overhead and improve SLA adherence.
- **Collaboration & Agile Delivery**: Worked with distributed teams and business analysts to translate brokerage rules into system logic; participated in Agile ceremonies and peer code reviews.

Meijer, Grand Rapids, MI

February 2019 - November 2019

Role: Mainframe Developer – z/OS Batch & Online

Responsibilities:

- Automated purchase order generation, store replenishment, and vendor invoicing using COBOL and ICL.
- Developed CICS modules for real-time merchandise data access; optimized DB2 SQL for emissions analytics.
- Managed VSAM datasets for transaction logging and audit trails; streamlined batch job chaining to reduce failures.
- Supported cross-functional testing with supply chain and finance teams; used File-AID for test data setup.
- Handled batch monitoring, recovery workflows, and SLA adherence; validated z/OS upgrades and program compatibility.
- Automated developer tasks with REXX scripts; maintained change control using Changeman.
- Logged and resolved incidents via ServiceNow; delivered KT sessions and documentation for onboarding continuity.

Conduent, Morrisville, NC

December 2018 – January 2019

Role: COBOL Mainframe Developer

Responsibilities:

- Assisted in enhancing COBOL batch programs supporting Medicaid claims processing and payment reconciliation systems.
- Modified JCL streams and job parameters to align with quarterly business rule updates and ensure compliance with state healthcare guidelines.
- Diagnosed recurring batch anomalies and coordinated with operations for prompt reruns and verification.
- Analyzed DB2 tables and wrote ad hoc queries to validate financial data extracts for billing teams.
- Diagnosed recurring job failures and collaborated with analysts to implement stable hotfixes.
- Applied changes to VSAM files and verified record integrity using File-AID in development and test regions.
- Participated in peer code walkthroughs and followed structured programming and naming conventions as per project standards.
- Created and maintained documentation for code changes, test cases, and job flow diagrams for audit readiness.
- Engaged in nightly deployment validations, performing pre- and post-implementation checks for impacted batch jobs.
- Gained exposure to legacy modernization efforts and supported impact analysis for converting COBOL programs to Java-based APIs (observational role).

Envision Health Care, Modesto, CA

September 2016 – November 2018

Role: Mainframe Programmer Analyst

Responsibilities:

 Developed COBOL programs for eligibility, billing, and scheduling in a high-volume healthcare environment.



- Optimized JCL batch processes and DB2 SQL for faster claim cycles and improved data access.
- Supported CICS screens for real-time patient updates; managed VSAM files and nightly batch validations.
- Participated in full SDLC, including design, testing, and peer reviews; coordinated with QA for functional and regression testing.
- Handled production support using Abend-AID; managed code promotions via Changeman.
- Contributed to performance tuning and automation of developer tasks using REXX and system utilities.

HCA Healthcare, Nashville, TN

January 2015 – August 2016

Role: Mainframe Application Support Engineer

Responsibilities:

- Provided 24/7 support for COBOL, JCL, VSAM, and DB2-based claim processing systems on z/OS.
- Resolved batch and online issues using Abend-AID, SPUFI, and system logs; managed CA7 schedules and job restarts.
- Supported CICS transactions and BMS map validations; executed ad hoc DB2 queries for data corrections and reporting.
- Conducted impact analysis for Medicare workflows; collaborated with QA during deployments and back-out planning.
- Maintained HIPAA-compliant documentation and incident logs; created runbooks and delivered KT sessions for faster issue resolution.

Value Labs, Hyderabad, India

January 2013 - July 2014

Role: Junior Mainframe Developer

Responsibilities:

- Assisted in coding and testing COBOL programs for batch enhancements and CICS applications.
- Executed JCL jobs for data validation and system testing; managed VSAM datasets using File-AID and IDCAMS.
- Conducted unit and integration testing; supported defect resolution and documented recovery steps.
- Analyzed job failures and escalated critical issues; developed basic DB2 queries for data validation.
- Participated in design reviews and daily status meetings; supported release deployments and change control via Changeman.
- Gained exposure to SDLC and ITIL workflows through collaboration with cross-functional teams.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ DMV26*01

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)

[x]	Addendum No. 1	[]	Addendum No. 6
[X]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	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.



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

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Motor Vehicles (WV 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 on-site hourly rate basis. All services will be provided at the DMV Headquarters location in Charleston, WV. Proposals for providing services remotely will NOT be considered.

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 West Virigina Division of Motor Vehicles (WV DMV). A minimum of two (2) analyst positions are currently needed, however, additional positions may be required in the future.

The Mainframe Programmer Analysts positions are located on-site only, at WV DMV Headquarters, 5707 MacCorkle Avenue, S.E., Charleston, WV 25304, Monday through Friday, 8:00 AM to 4:00 PM, excluding holidays listed herein. Proposed candidates must be legally authorized to work in the United States.

- **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 WV DMV Drivers' Systems as more fully described in these specifications.
 - **2.2 "Pricing Page"** means the pages, contained in 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 and 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.
- **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"** is 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.
- **2.17 "HOLIDAY EXCEPTIONS"** is a list of holidays the WV DMV adheres to annually.

New Year's Day

Martin Luther King Day

Washington's Birthday

Memorial Day

Juneteenth

West Virginia Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

- **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 environments. 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 provided with the bid; however, document must be provided prior to the award. Failure to provide documentation will result in disqualification.
 - **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 provided with the bid; however, document must be provided prior to the award. Failure to provide documentation will result in disqualification.
 - 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. Due to the complexity of the WV Driver's environment. 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 provided with the bid; however, document must be provided prior to the award. Failure to provide documentation will result in disqualification.
 - **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 provided with the bid; however, document must be provided prior to the award. Failure to provide documentation will result in disqualification.

- **3.5.** The Application Programmer Analysts must have at least (1) one year of experience working with the federal and/or state legal requirements regarding Commercial Driver Licensing in WV. 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 provided with the bid; however, document must be provided prior to the award. Failure to provide documentation will result in disqualification.
- 3.6. 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. 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 provided with the bid; however, document must be provided prior to the award. Failure to provide documentation will result in disqualification.
- **3.7.** All references to experience requirements listed in this RFQ shall be demonstrated through references provided in the candidates resumes as described above. WV DMV will verify such experience by contacting the references provided in the resumes. In the event WV DMV is unable to confirm experience based on reference information, this may result in disqualification. The vendor will be required to provide resume documentation for a minimum of two (2) candidates. Documentation should be provided with the bid; however, document must be provided prior to the award. Failure to provide documentation will result in disqualification.

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 and an overtime rate for the onsite 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 WV 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 WV 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 WV 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 WV DMV Drivers' 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 WV DMV Drivers' License System resulting from mainframe system upgrades and new programming requests submitted by WV 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, 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 RESPONSIBLITIES:

- 5.1 The vendor must provide an all-inclusive hourly rate and an overtime 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. Vendor must be located within the continental US, recommended candidates are required to work onsite at WV DMV Headquarters located at 5707 MacCorkle Avenue, S.E., Charleston, WV 25304. It is anticipated that the proposed candidates will be working approximately 40 hours per week onsite. The number of hours per week will be determined by the WV DMV. In the event of emergencies, candidates must be able to report to the DMV Offices within 48 hours to respond to emergencies, meetings, etc.
 - **5.1.1.** Vendor shall provide the Agency with information for the candidates according to state and federal standards, including applications for each candidate, that include candidates experience and background, with a description of each candidates programming language experience, years of experience and work history using said experience. Documentation should be provided with the bid; however, documentation must be provided prior to award. Failure to provide documentation will result in disqualification.
 - **5.1.1.1** Vendor shall provide contact information for all references, this shall include at a minimum, contact name, vendor name, telephone number and email address.
 - **5.1.1.2** Vendor is responsible for completing background checks as outlined in Section 5 within fourteen (14) days.
 - **5.1.2.** The Vendor's 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 along with a brief summary of the tasks performed for approval on a weekly basis.
- **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** All potential candidates proposed for service under this contract must have a complete background check performed by the vendor at the vendor's sole cost. The background check will include but not be limited to the following:
 - 1. A credit check
 - 2. Confirmation of previous employment
 - 3. Verification of references
 - 4. Criminal record check on the state and federal level
 - 5. Driver's license verification and background information
 - 6. Fingerprint validation

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 for providing 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 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-end contract to provide an hourly rate and an overtime 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.

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 must complete the Pricing Page by completing Exhibit A with an hourly rate unit price and total annual rate for an estimated 2080 hours and an overtime hourly rate unit price and for an estimated 832 hours. Then complete the same for each of the optional years. The estimated hours will be used for evaluation purposes. Vendor must 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 and overtime rate annually, 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. If 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.
 - **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:

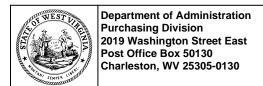
- 11.1 The following shall be considered a vendor default under this Contract.
 - **11.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **11.1.2.** Failure to comply with other specifications and requirements contained herein.
 - **11.1.3.** Failure 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.
- **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:	Robert Kashamalla
Telephone Number:	(216) 275- 9162
Fax Number:	(214) 889-9666
Email Address:	procurement@americanunit.com



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

Proc Folder: 1698045 **Reason for Modification:** Doc Description: Mainframe Application Programmer Technical Staffing Services to post Addendum No. 2

Proc Type: Central Master Agreement

Solicitation Closes Version Date Issued Solicitation No 2025-09-18 13:30 CRFQ 0802 DMV260000001 3 2025-09-10

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000029548

Vendor Name: American Unit Inc

Address: 2901 N Dallas Pkwy

Street: Suite 333

City: Plano

 $\textbf{Country}: _{USA}$ **Zip**: 75093 State: TX

Principal Contact: Robert Kashamalla

Vendor Contact Phone: (214) 275-9162 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep 304-558-2566

john.w.estep@wv.gov

Vendor Signature X Robert

FEIN# 470914658 **DATE** Spetember 18, 2025

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

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Sep 10, 2025 Page: 1

ADDITIONAL INFORMATION

ADDENDUM NO_2

- 1.Attach vendor question and response.
- 2.To extend the bid opening date from 9/11/2025 to 9/18/2025.
- 3. The bid opening time remains at 1:30 pm.

No other changes

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

<u>Line</u>	Event	Event Date
1	Tech Questions due by 10:00am	2025-09-02

	Document Phase	Document Description	Page 3
DMV2600000001	Final	Mainframe Application Programmer Technical Staffing Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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.

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 withindays.

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 of 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 occurrence.	amount of: \$1,000,000	0.00 per
Automobile Liability Insurance in at least an amount of	of:	_per occurrence.
Professional/Malpractice/Errors and Omission Insuration per occurrence. Notwithstanding the list the State as an additional insured for this type of policy.	e forgoing, Vendor's ar	unt of: e not required to
Commercial Crime and Third Party Fidelity Insuran per occurrence.	ce in an amount of:	<u>,,</u>
Cyber Liability Insurance in an amount of:		per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% o	f the amount of the Cor	ntract.
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

	mit the State or Agency's right to pursue any other available remedy. Vendor shall pay dated damages in the amount specified below or as described in the specifications:		
	for	·	
☐ Liquidated Dan	nages Contained in the Specifications.		
Liquidated Dan	nages 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.

hall provide the Agency and/or the Purchasing Division with the d by a checked box below:
ency and/or the Purchasing Division may request. Requested reports mited to, quantities purchased, agencies utilizing the contract, total gency, etc.
ing the total quantity of purchases in units and dollars, along with a ency. Quarterly reports should be delivered to the Purchasing Division vision@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 heath, 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 ar	inted Name and Title) Robert Kashamalla/ Client Engagement Manager ddress) 2901 N Dallas Pkwy Suite 333, Plano TX 75093. none Number) / (Fax Number) (214) 275-9162/ (214)889-9666	
(Address) 2901	N Dallas Pkwy	Suite 333, Plano TX 75093.
· /		(214) 275 0162/(214)990 0666
(email address)	· ·	americanunit.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.

American Unit Inc	
(Company)	
(Signature of Authorized Representative)	
Ramana Venigalla/Vice President	
(Printed Name and Title of Authorized Representative) (Date)	
(972) 398-3300/ (214)889-9666	_
(Phone Number) (Fax Number)	
ramana@americanunit.com	

(Email Address)

EXHIBIT A - PRICING PAGE+A1:E13

MAINFRAME APPLICATION PROGRAMMER ANALYSTS

LOCATION - 5707 MacCorkle Avenue, S.E., Charleston, WV 25304

tem Number	Quantity	Description	Hourly Rate	Annual Total
Year One - Regular Time 2,080 ho	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on		\$205,920
		hourly rate, regular time hours Year One		
			\$99	
Year One - Overtime	832 hours	Application Programmer Analysts Contract Cost for 1 year based on		
		hourly rate, overtime hours Year One		
			\$140	\$116,480
Optional Year Two	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on		
Regular Time		hourly rate, regular time hours Optional Year Two		
			\$101	\$210, 080
Optional Year Two	832 hours	Application Programmer Analysts Contract Cost for 1 year based on	·	, ,
Overtime		hourly rate, overtime hours Optional Year Two		
			\$140	\$116,480
Optional Year Three	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on		
Regular Time		hourly rate, regular time hours Optional Year Three		
			\$105	\$218,400
Optional Year Three	832 hours	Application Programmer Analysts Contract Cost for 1 year based on	·	
Overtime		hourly rate, overtime hours Optional Year Three		
			\$140	\$116,480
Optional Year Four	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on	·	, ,
Regular Time		hourly rate, regular time hours Optional Year Four		
			\$105	\$218,400
Optional Year Four	832 hours	Application Programmer Analysts Contract Cost for 1 year based on		
Overtime		hourly rate, overtime hours Optional Year Four		
			\$145	\$120,640

^{**} THIS AMOUNT IS FOR EVALUATION PURPOSES ONLY**