



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

Header 8

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1698045

Procurement Type: Central Master Agreement

Vendor ID: VS0000013100

Legal Name: VIVA USA INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 09/18/2025

Response Time: 12:24

Responded By User ID: vivausainc

First Name: Ilango

Last Name: Radhakrishnan

Email: govtbids@viva-it.com

Phone: 847-368-0860

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2600000001

Published Date: 9/10/25

Close Date: 9/18/25

Close Time: 13:30

Status: Closed

Solicitation Description: Mainframe Application Programmer
Technical Staffing Services

Total of Header Attachments: 8

Total of All Attachments: 8



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

State of West Virginia
Solicitation Response

Proc Folder: 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 ESR09182500000002033	1

VENDOR
VS0000013100
VIVA USA INC

Solicitation Number: CRFQ 0802 DMV2600000001
Total Bid: 0
Response Date: 2025-09-18
Response Time: 12:24:24
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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mainframe Application Programmer Technical Staffing Services				0.00

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.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1 year). The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

☐ **Other:** Contract Term specified in _____

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

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

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

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

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

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Ilango Radhakrishnan, Vice President

(Address) 3601 Algonquin Road, Suite 425, Rolling Meadows, IL – 60008

(Phone Number) / (Fax Number) (847) 368–0864

(email address) govtbids@viva-it.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.

VIVA USA INC

(Company)



(Signature of Authorized Representative)

Ilango Radhakrishnan, Vice President

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

(847) 368–0860 (847) 368–0864

(Phone Number) (Fax Number)

govtbids@viva-it.com

(Email Address)

SEPTEMBER 18, 2025

Mainframe Application Programmer Technical Staffing Services

PROPOSAL SUBMITTED BY VIVA USA INC.



+



VIVA USA INC.
3601 ALGONQUIN ROAD, SUITE 425
ROLLING MEADOWS, IL 60008

ILANGO RADHAKRISHNAN
GOVTBIDS@VIVA-IT.COM
(847) 368-0860

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COVER LETTER

September 18, 2025

John W. Estep
Buyer, West Virginia Purchasing Division

Dear John,

VIVA USA INC. (“VIVA”) is pleased to submit our proposal to the **West Virginia Division of Motor Vehicles (WV DMV)** under the **West Virginia Department of Administration, Purchasing Division** in response to your CRFQ 0802 DMV2600000001 for **Mainframe Application Programmer Technical Staffing Services**.

VIVA offers a suite of services including staff augmentation, system integration, and application development to our government and corporate clients throughout the country since 1996.

We bring a strong combination of industry longevity, innovation, and specialized expertise to every engagement. With nearly 30 years in the staffing industry, we have built a strong track record supporting public sector clients; state and local government agencies and departments. Our key advantages include a proprietary, home-grown Applicant Tracking System (ATS), 1.5 million pre-qualified candidate pool in our internal database, a commitment to workforce development through periodic recruiter training and **ISO 9001:2015 and ISO 27001:2022 certified** staffing and compliance processes. These strengths enable us to deliver top-quality talent efficiently, tailored to the unique needs of the WV DMV.

VIVA affirms full compliance with all requirements of the solicitation. Specifically:

- Addenda Acknowledgment – We acknowledge receipt and full review of Addendum No. 1 and confirm that any future addenda issued will also be reviewed, acknowledged, and incorporated into our proposal.
- Pricing Format Compliance – The Exhibit A – Pricing Page has been completed exactly as required by the solicitation, with no alterations to the prescribed format.
- Candidate Documentation – In accordance with the revised specifications, VIVA has included resumes for at least two (2) qualified Mainframe Application Programmer Analysts with this submission. Each resume demonstrates the mandatory technical experience, and references have been provided and are fully verifiable by the agency.
- Confidentiality & Security Compliance – VIVA confirms that all proposed candidates will execute Exhibit B – WVDMV PII Acknowledgement Form and Exhibit C – Confidentiality & Information Security Acknowledgement Form prior to assignment, ensuring compliance with the DMV’s confidentiality, privacy, and information security protocols.

VIVA further acknowledges and agrees to provide all required insurance coverages, maintain active vendor registration with the State of West Virginia Purchasing Division, and deliver candidates who meet or exceed the stated qualifications. Our commitment includes ensuring that all candidates function as independent contractors in accordance with State requirements.

I am fully authorized to sign this letter and possess the complete authority to enter into any binding agreement on behalf of VIVA upon the award of the contract. My contact details are given below.

Contact Person and Title	<i>Ilango Radhakrishnan, Vice President</i>
Address	3601 Algonquin Road, Suite 425, Rolling Meadows, IL 60008
Phone	(847) 368-0860 x 223
Fax	(847) 368-0864
Email	govtbids@viva-it.com

We thank you for considering our response, and we look forward to the opportunity to support the WV DMV on this project.

Sincerely,



Ilango Radhakrishnan
Vice President

EXECUTIVE SUMMARY

VIVA USA INC. (VIVA), a certified minority/woman-owned company, was established in 1996 as a full-service staffing and IT consulting firm. At VIVA, our utmost priority is the delivery of high-quality and cost-effective services. We take pride in our ability to optimize processes and costs through custom-developed techniques, which further strengthen our capabilities in delivering top-notch staffing solutions. VIVA has an established history of success in building partnerships and has cultivated a robust and intricate network that our clients can readily harness. Our current clients in the public sector include State of Illinois, Chicago Public Schools, University of Illinois at Chicago, University of Chicago, State of Wisconsin, Riverside County (CA), State of Arizona, State of South Carolina, Federal Reserve Bank of Chicago, U.S House of Representatives, and Argonne National Laboratory to name a few. Health Care Services Corporation, CVS Pharmacy, University of Chicago, Navistar, John Deere, General Electric, Luxottica, Siemens, and Motorola are a few clients we serve in the private sector.

Our core solutions and services are as follows:

- Contingent staffing solutions for Professional services (admin/clerical positions, financial, procurement), Healthcare, Engineering, Scientific, IT and supply chain. We also have experience working in MSP/Preferred Supplier/Professional Services models in staffing.
- Permanent staffing and payrolling services.
- Data management services – collection, cleansing, administration, data warehouse, business intelligence and analytics, economic impact analysis and reporting.
- Software project solutions and SaaS portal hosting services.

Industry Awards/Recognition:

VIVA has been in business for the last 29 years, providing contingent staffing services across administrative, healthcare, professional sectors and IT for a wide range of public and private sector clients. VIVA has delivered scalable workforce services to a broad range of clients, including state agencies, government agencies, healthcare systems, and Fortune 500 organizations. As a company specializing in contingent staffing, we give recruiting the highest place in our job functions. We have the capability and proven history to identify and source candidates within strict deadlines.

Some of our market recognitions are given below:

- Top 50 Asian American Businesses - USPAAC 2008, 2010, 2013, 2014, 2017, 2018, 2020, 2022, 2023, 2024, 2025
- Randstad Sourceright Preferred Supplier – 2020 -2025
- ISO 9001:2015 certified for IT Staffing and Consulting
- ISO 27001:2013 certified for IT Staffing and Consulting
- MBE and WBE Certified
- GSA 70 IT Multiple Award Schedule Certified
- Maye Foster Thompson Minority Business Advocate Award – 2022

Workforce & Talent Pool

- Total Employees: 434+ full-time staff supporting clients nationwide.
- Pre-Screened Talent Pool: Over 1.5 million qualified professionals in healthcare, administrative, clerical, and information technology roles.
- 24/7 Recruiting Operations: VIVA's centralized recruiting teams operate continuously to ensure rapid identification and placement of qualified candidates.

Key Office Locations Supporting the County

- Corporate Headquarters: Rolling Meadows, Illinois
- Regional Offices and Recruiting Hubs:
 - Washington, DC
 - Raleigh, North Carolina
 - Riverside, California

Relevant Experience

VIVA has rich experience and expertise in providing staffing solutions to federal, state, and local government agencies as well as several Fortune 500 companies. VIVA was recently awarded the **State of West Virginia's Direct Care Staffing Services – Laboratory Staffing contract**, further demonstrating our proven ability to deliver compliant, cost-effective staffing solutions for West Virginia agencies.

Over 25 years of experience in providing staffing services, including direct or MSP. The types of roles that we are experienced in filling (including, but not limited to):

- Professional: Financial analysts, project managers, business development managers, account executives, and auditors.
- Technical: ERP Consultants (Peoplesoft, Workday, SAP, Banner), Software engineers, data analysts, business analysts, technical project managers, UX/UI designers, security specialists, technicians, and systems engineers.
- Clerical: Data entry clerks, mail clerks, receptionists, general office clerks, and customer service representatives.
- Administrative: Administrative assistants, executive assistants, and office managers.
- Healthcare: Nurses, physicians, physician assistants, home health aides, occupational therapists, medical review nurses.

Below are some of our engagements with public sector clients:

Riverside County, CA – Temporary & Staffing Services

Scope of Work: Provided administrative, IT, and project-based staffing solutions for multiple, including Finance, Human Resources, and Public Works.

Roles Placed: Administrative Assistants, IT Analysts, Project Managers, and Accounting Clerks.

State of Illinois – Temporary & Professional Services Staffing

Scope of Work: Provided temporary staffing for key departments, including Administrative, Development, Human Services, and IT Support.

Roles Placed: Customer Service Representatives, Financial Analysts, Technical Support Staff, and Clerical

Support.

U.S. House of Representatives – Temporary & Technical Staffing

Scope of Work: Supplied temporary staffing solutions for various congressional offices and administrative units.

Roles Placed: Legislative Assistants, Data Analysts, Clerks, and IT Specialists.

Chicago Public Schools – Education & Administrative Staffing

Scope of Work: Assisted in providing temporary and substitute staffing for administrative and technical roles within the school district.

Roles Placed: Substitute Teachers, Administrative Coordinators, and IT Support.

State of Arizona – Government Agency Staffing Support

Scope of Work: Partnered with Arizona state agencies to provide temporary and direct-hire staffing for various state departments.

Roles Placed: Administrative Assistants, HR Specialists, IT Support Staff, Project Coordinators, and Business Analysts.

State of Wisconsin – Temporary & Technical Staffing

Scope of Work: Supplied skilled professionals to various Wisconsin state agencies, including administrative, finance, and human services.

Roles Placed: Data Analysts, Case Managers, Accountants, Customer Service Representatives, and IT Support Specialists.

State of South Carolina – Government Staffing Support

Scope of Work: Provided temporary staffing and direct-hire recruitment for South Carolina's government offices and municipal agencies.

Roles Placed: Administrative Staff, Payroll Specialists, Call Center Representatives, and Finance Officers.

Below are some of our engagements with private sector clients:

General Electric – Engineering & IT Staffing

Scope of Work: Supporting IT and engineering roles, including data scientists, software developers, and UX/UI designers.

Key Positions: Software Developers, UX/UI Designers, Project Managers.

Navistar – Manufacturing & Technical Staffing

Scope of Work: Placing mechanical engineers, project managers, and software developers.

Key Positions: Mechanical Engineers, Project Coordinators, IT Analysts.

John Deere – Logistics & Technical Staffing

Scope of Work: Staffing logistics coordinators, IT infrastructure engineers, and product managers.

Key Positions: Product Managers, Logistics Coordinators, IT Infrastructure Engineers.

Below is a list of a few clients to whom we are successfully providing temporary staffing services for:

In the public sector:

- University of Illinois System (2017 - Present)

- Chicago Public Schools (2007 - Present)
- State of Wisconsin – Madison College (2014 - Present)
- State of Illinois (2001 - Present)
- State of South Carolina (2013 - Present)
- Federal Reserve System (2014 - Present)
- Federal Reserve Bank of Chicago (2008 - Present)
- U.S House of Representatives (2015 - Present)
- Argonne National Laboratory (2015 -Present)
- State of Arizona (2008 - Present)
- The State of Concord (2016 - Present)

In the private sector:

- Siemens (2010 - Present)
- Navistar (2006 - Present)
- John Deere (2010 - Present)
- General Electric (2007 - Present)
- Luxottica (2020 - Present)
- Motorola (2004 - Present)
- PepsiCo (2008 - Present)

Staffing Services Delivery Expertise

VIVA employs a comprehensive end-to-end recruitment process, carefully evaluating candidates through multiple stages that encompass their skill sets, experience, background verification, and adaptability to a client's organization. Our candidate selection and interviewing process consists of below distinct steps to ensure the right fit for our clients.

- After receiving the job specification, our recruitment team initiates candidate sourcing efforts through our RMS. Depending on our sourcing methods and outreach, we will receive a numerous resume for the specified positions.
- Proprietary Applicant tracking System (ATS) and Requirement Management System (RMS) help us track and manage candidates throughout the recruitment lifecycle. RMS is ISO 9001:2015 compliant and it has helped us achieve our staffing deliverables year after year.
- Completing a Recruit Card in RMS, which has been continually improved with flags and business rules to help filter out unsuitable job candidates.
- We will go through all the applications, resumes, and cover letters to narrow down the candidate pool and discard any that stray outside the desired qualifications.
- VIVA will conduct stringent hiring process that includes comprehensive checks of each prospective employee. We will handle comprehensive screening interviews to confirm that candidates have the skills and language capabilities required for the position including professionalism, verbal and written communication skills and the appropriate technology skills and knowledge.
- Resume verification checks include verifying academic credentials, employment history, identity, and applicant references. We also review criminal records and assessment of financial history, subject to local law. Background checks are given the utmost importance and any discrepancies are dealt with immediately.
- We cover the entire educational history of the candidate. The process starts with scrutinizing degrees, certificates or diploma claims. This is verified from a constantly updated database of

fictitious institutions and certifications. Our verification process covers institutions across the world. Our evaluations include foreign academic credentials, if any, to determine their equivalency in the United States. Each evaluation includes essential information required such as the name and location of the institution, the degree earned, and the date of qualification.

- VIVA will evaluate if the candidate has prior experience in similar projects such as government contracts. Recommendations provided on their behalf from industry experts will be an added advantage while selecting candidates. Special considerations are given to their knowledge of the industry, advanced technology and the latest trends. A major area of scrutiny is the candidate's ability to acclimate to the different aspects of a client's work environment

Our capabilities are underscored by several key factors:

- **Full-Service Consulting:** We have over 400 consultants engaged in various projects for our clients. Many of these consultants possess the experience and skills outlined in this RFP, ensuring that we can meet the specific needs of the WV DMV.
- **Specialized Staffing Expertise:** VIVA brings decades of experience delivering highly qualified professionals across a full range of staffing categories, including clerical office support, financial and accounting roles, light and heavy industrial labor, and human resources professionals. We have consistently delivered top-tier talent to public and private sector clients with complex environments and mission-critical systems.
- **Excellent Customer Service/Relationship:** Our dedicated and customer-focused sales and delivery teams adhere to a professional and ethical approach. We provide a single point of contact for clients, ensuring streamlined communication and efficient account management.
- **Quality-Driven Process Approach:** We are committed to delivering high-quality services quickly. Our processes are ISO 27001:2013 and ISO 9001:2015 certified for Staffing Services and IT Consulting, which helps us reduce the total cost of quality while ensuring the highest standards.
- **Recruiting Excellence:** Our global 24x7 recruiting capabilities are supported by a Quality Management System (QMS) and Software Quality Assurance (SQA) plan. We have established recruiting guidelines and a comprehensive knowledge base for each client, ensuring consistent and effective recruitment.
- **Stability and Commitment:** As a growing Minority and Women-Owned Business Enterprise (M/WBE), we boast an experienced and loyal management team alongside seasoned leadership. This stability and commitment translate into reliable delivery of services for our clients.
- **Strict SLA Adherence:** We adhere strictly to Service Level Agreements (SLAs) through seasoned metrics measurement and monitoring processes. This ensures that we consistently meet or exceed performance expectations.

Technology, our staffing processes, and our training processes:

- We built a home-grown applicant tracking system (ATS) which we call the Requirement Management System (RMS). Our recruiters also complete a candidate record in RMS called The Recruit Card for each recruited candidate. This feature in our system has business rules and multiple flags to filter out candidates that are not good matches for the job requisition. RMS also utilizes artificial intelligence to help us source the right candidates quickly. It is integrated with several job board platforms to help us sift through resumes to find the one that matches our clients' job requisitions.

- Our staffing processes are ISO 9001:2015 and ISO 27001:2013 certified. We ensure high quality assurance at each stage of the recruitment cycle (screening, interviewing, selection, and onboarding).
- We ensure our recruiters are highly trained in sourcing, screening, and placing candidates in positions that match their experience. Many of them are certified through various organizations like AIRS or through Tech Recruitment Academy (techrecruitmentacademy.com).

Our recruiters are trained weekly by their respective managers through our on-the-job training program. This program improves their ability to understand the job requisitions they service for their respective clients and consistently improves their ability in finding the right resumes for the job requisitions they are assigned

CANDIDATE QUALIFICATION COMMITMENT


VIVA affirms that proposed candidates will meet or exceed the mandatory qualifications:

- 5+ years IBM Mainframe (COBOL, CICS, DB2).
- 5+ years JCL programming.
- 3+ years DMV Drivers' enterprise mainframe analysis/design.
- 3+ years with CA DB2/IBM Tools (RC/Update, PRF).
- 1+ year CDLIS/federal CDL compliance.
- Experience with AAMVA systems (CDLIS, PDPS, SSOLV, State-to-State).

Resumes will be provided prior to award, as permitted in the solicitation.

INSURANCE COMPLIANCE

We have attached the proof of insurance below

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/9/2025	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER TechServe Alliance Services Corp. 1800 Diagonal Rd Ste 600 Alexandria, VA 22314 www.techservealliance.org			CONTACT NAME: Don Beemer PHONE (A/C, No, Ext): 703-997-4271 FAX (A/C, No): E-MAIL: beemer@techservealliance.org ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #		
INSURED VIVA USA Inc. 3601 Algonquin Rd Ste 425 Rolling Meadows IL 60008			INSURER A: The Hanover Insurance Company 22292 INSURER B: INSURER C: INSURER D: Twin City Fire Insurance Company 29459 INSURER E: Allmerica Financial Benefit Insurance Co 41840 INSURER F:		
COVERAGES		CERTIFICATE NUMBER: 87085010		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZHRJ552870	9/14/2025	9/14/2026
			*Includes coverage for Sexual Abuse/Molestation		
					EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AWRJ698874	9/14/2025	9/14/2026
					COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		UHRJ840424	9/14/2025	9/14/2026
					EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WHRJ517962	9/14/2025	9/14/2026
		N/A	Excluded: Ilango Radhakrishnan, VP Vasanthi Ilangovan, CEO		
					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability & Tech E&O		LHRH960055	9/14/2025	9/14/2026
A	Network/Sec Liab/Cyber inc Priv Liab		LHRH960055	9/14/2025	9/14/2026
A	Crime - Third Party Blanket		BDRJ544376	9/14/2025	9/14/2026
D	Employment Practices Liability		42KB0324366	9/14/2025	9/14/2026
					\$10,000,000 Ea/\$10,000,000 Agg \$10,000,000 Ea/\$10,000,000 Agg \$5,000,000 \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Certificate Holder(s), and/or any entity required by written contract, is Additional Insured per policy terms and exclusions. Waiver of Subrogation applies if required by written contract. Policies are primary and non-contributory by policy language. Umbrella Liability follows form for General Liability, Auto Liability, and Workers' Compensation.					
CERTIFICATE HOLDER			CANCELLATION		
State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Charleston WV 25305			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
			AUTHORIZED REPRESENTATIVE Mark B. Roberts		

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ACORD 25 (2016/03)

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87085010 | 2025-26 Master Certificate | Bobbie Jansen | 9/9/2025 1:33:26 PM (PDT) | Page 1 of 1

09-18-2025



SECURITY COMPLIANCE

VIVA will ensure all proposed candidates:

- Complete required background checks (credit, employment, references, criminal, driver's license, fingerprints) within 14 days of award.
- Execute Exhibit B (PII Acknowledgement) and Exhibit C (Confidentiality & Information Security Acknowledgement).
- Comply with all DMV IT and data security policies.

PRICING (EXHIBIT A)

We have enclosed the Exhibit A – Pricing Page. Rates include an all-inclusive hourly rate (regular: 2,080 hours; overtime: 832 hours annually) for the base year and optional renewal years.



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1698045			Reason for Modification:
Doc Description: Mainframe Application Programmer Technical Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-08-14	2025-09-11 13:30	CRFQ 0802 DMV2600000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : VIVA USA INC

Address : 3601 Algonquin Road, Suite 425, Rolling Meadows, IL – 60008

Street : Algonquin Road, Suite

City : Rolling Meadows

State : Illinois **Country :** United States **Zip :** 60008

Principal Contact : Ilango Radhakrishnan

Vendor Contact Phone: (847) 368–0860 **Extension:** 223

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 36-4077368

DATE 09/11/2025

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION :**

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. All services will be provided at the DMV Headquarters location in Charleston, WV. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

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

CHARLESTON WV
US

SHIP TO

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

CHARLESTON WV
US

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

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description:

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1698045			Reason for Modification: ADDENDUM NO_1 Vendor Questions and Responses REVISED Specifications
Doc Description: Mainframe Application Programmer Technical Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-03	2025-09-11 13:30	CRFQ 0802 DMV2600000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : VIVA USA INC
Address : 3601 Algonquin Road, Suite 425, Rolling Meadows, IL – 60008
Street : Algonquin Road, Suite
City : Rolling Meadows
State : Illinois **Country :** United States **Zip :** 60008
Principal Contact : Ilango Radhakrishnan
Vendor Contact Phone: (847) 368–0860 **Extension:** 223

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 36-4077368

DATE 09/11/2025

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Motor Vehicles (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 All services will be provided at the DMV Headquarters location in Charleston, WV. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

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

CHARLESTON WV
US

SHIP TO

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

CHARLESTON WV
US

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

Comm Code	Manufacturer	Specification	Model #
81111600			

Extended Description:

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

SCHEDULE OF EVENTS

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

	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



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1698045			Reason for Modification: to post Addendum No. 2
Doc Description: Mainframe Application Programmer Technical Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-10	2025-09-18 13:30	CRFQ 0802 DMV2600000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : VIVA USA INC
Address : 3601 Algonquin Road, Suite 425, Rolling Meadows, IL – 60008
Street : Algonquin Road, Suite
City : Rolling Meadows
State : Illinois **Country :** United States **Zip :** 60008
Principal Contact : Ilango Radhakrishnan
Vendor Contact Phone:(847) 368–0860 **Extension:** 223

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN# 36-4077368

DATE 09/18/2025

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

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

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

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

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Tech Questions due by 10:00am	2025-09-02

SOLICITATION NUMBER: CRFQ DMV26*01

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 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

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

Terms and Conditions:

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

Attachment A

Addendum No. 2 - CRFQ 0802 DMV26*01 Mainframe Programmer Follow Up Questions with Agency Response.

1. Do vendors need to provide separate references for each subsection 3.1 to 3.6, or will 2-3 overall references for the proposed candidates be sufficient to cover all the requirements outlined in subsection 3.1 to 3.6.

Answer: Per the Purpose and Scope section of the RFQ, this solicitation is for a minimum of two analyst positions; however additional candidates may be required in the future. Proposed candidates are required to meet all the requirements outlined in sections 3.1 to 3.6.

2. Is there a specific format for submitting responses, or can the vendor provide them in its own format.

Answer: The vendor should review the Instructions to Vendors item #6. There is not a specific template for reference information.

3. Are there any license and certification requirements for the proposed candidates that must be submitted with the response.

Answer: The vendor should review the following sections in the specification document: 3 - Qualifications, 4 - Mandatory Requirements and 5 - Vendor Responsibilities.

4. Please confirm whether or vendors are required to submit the proposed candidates' resumes along with the proposed response.

Answer: The vendor should review Section 5 in the RFQ specifications.

5. What is the estimated budget for this contract. If unknown, please provide previous spending.

Answer: This was addressed in the previous addendum. Review the response to Q 3, Q4 and Q5.

6. Is this a new initiative or does the DMV have an incumbent on this? If there is an incumbent, please disclose their names and if possible, provide the incumbent's proposals along with their cost proposals to facilitate competitive pricing.

Answer: This is a new stand-alone solicitation as described in section 1 of the specifications. The RFQ question answer period is intended to address questions/concerns regarding the current solicitation. Information on past procurements such as previous solicitations can be found by searching VSS and reviewing the Bids Received Page on the Purchasing Division website. Other historical information can be requested via the FOIA process as indicated in the previous addendum.

7. How many temporary staff are currently working under this contract?

Answer: This is a new solicitation as stated above. A contract will not be issued until the bids are opened and evaluated.

8. Please specify the issues that DMV is facing under the current contract.

Answer: This is a new solicitation as stated above. A contract will not be issued until the bids are opened and evaluated. The vendor should review Section 1 of the specifications regarding the purpose and scope.

9. Do vendors need to provide separate references for each subsection 3.1 to 3.6, or will 2-3 overall references for the proposed candidates be sufficient to cover all the requirements outlined in subsection 3.1 to 3.6.

Answer: Review answer for question 1.

10. Is there a specific format for submitting responses, or can the vendor provide them in its own format.

Answer: Review answer to question 2.

11. Are there any license and certification requirements for the proposed candidates that must be submitted with the response.

Answer: Review answer to question 3.

12. Please confirm whether or vendors are required to submit the proposed candidates' resumes along with the proposed response.

Answer: Review response to question 4.

13. Do you require a cost to be provided per candidate or as an overall project cost?

Answer: Review Section 5 Vendor Responsibilities and Pricing Page Exhibit A.

14. Is it mandatory for the vendor to be a Small, Women-Owned, or Minority Business in order to bid on this opportunity.

Answer: All vendors are encouraged to bid regardless of their business classification. The solicitation will be awarded to the vendor with the lowest bid that meets all the mandatory specifications.

15. Are there any subcontracting goals associated with this solicitation?

Answer: The solicitation will be awarded to the vendor with the lowest bid that meets all the mandatory specifications. The vendor that is awarded the bid will be solely responsible for providing the services outlined in this solicitation.

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)

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

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

VIVA USA INC

Company



Authorized Signature

9/18/2025

Date

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



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1698045			Reason for Modification: to post Addendum No. 2
Doc Description: Mainframe Application Programmer Technical Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-10	2025-09-18 13:30	CRFQ 0802 DMV2600000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : VIVA USA INC
Address : 3601 Algonquin Road, Suite 425, Rolling Meadows, IL – 60008
Street : Algonquin Road, Suite
City : Rolling Meadows
State : Illinois **Country :** United States **Zip :** 60008
Principal Contact : Ilango Radhakrishnan
Vendor Contact Phone: (847) 368–0860 **Extension:** 223

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 36-4077368

DATE 09/18/2025

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

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

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

Comm Code	Manufacturer	Specification	Model #
81111600			

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

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Tech Questions due by 10:00am	2025-09-02

	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



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

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1698045

Doc Description: Mainframe Application Programmer Technical Staffing Services

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and
Responses
REVISED Specifications

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2025-09-03	2025-09-11 13:30	CRFQ 0802 DMV2600000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : VIVA USA INC

Address : 3601 Algonquin Road, Suite 425, Rolling Meadows, IL – 60008

Street : Algonquin Road, Suite

City : Rolling Meadows

State : Illinois

Country : United States

Zip : 60008

Principal Contact : Ilango Radhakrishnan

Vendor Contact Phone: (847) 368–0860

Extension: 223

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN#

36-4077368

DATE 09/11/2025

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of WV Division of Motor Vehicles (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 All services will be provided at the DMV Headquarters location in Charleston, WV. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.*

INVOICE TO

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

CHARLESTON
US

WV

SHIP TO

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

CHARLESTON
US

WV

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

SOLICITATION NUMBER: CRFQ DMV2600000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DMV26000000001 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Attach Vendor Questions and responses

Revised Specifications

Bid Opening remains 09/11/2025 @ 1:30 PM

Terms and Conditions:

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

**CRFQ 0802 DMV2600000001
Mainframe Programmer**

Vendor Questions and Agency Response

Q1. Is it a vacant position or do you have an incumbent? In case there is an incumbent, do you intend to renew their services?

A1. This is a new procurement, refer to section 1 in the RFQ specifications.

Q2. Who are previous incumbents on this project?

A2. This is a new procurement, refer to section 1 in the RFQ specifications. Reporting data information can be requested via the FOIA process for previous contract information.

Q3. What was the annual spend for the previous year on this project?

A3. This is a new procurement, refer to section 1 in the RFQ specifications. Reporting data information can be requested via the FOIA process for previous contract information.

Q4. If this is a new contract, what is the anticipated budget for this contract?

A4. Purchasing rules and regulations prohibit the release of budgetary information.

Q5. Is this RFP intended for a single vendor award or multiple vendor award?

A5. The contract will be awarded to the lowest single bidder meeting all mandatory requirements. This is a request for quotations and is not an request for proposals.

Q6. Could you please advise whether interviews will be conducted in person at the DMV Headquarters in Charleston, WV, or virtually?

A6. Refer to section 5, vendor responsibilities.

Q7. Is a minimum of three years of DMV experience a mandatory requirement?

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A7. All requirements outlined in this RFQ are mandatory requirements. Specific experience requirements are outlined in section 3.

Q8. Does this position offer the option to work remotely?

A8. Refer to section 1 and section 5 in the specifications.

Q9. Is this a new requirement, or is there an incumbent currently providing these services?

A9. This is a new procurement, for background information refer to section 1 in the specifications.

Q10. Is prior experience with the West Virginia Department a mandatory requirement?

A10. Refer to section 3 in the specifications for the mandatory experience requirements.

Q11. For the candidate selection process, will interviews be conducted on-site or through video conferencing?

A11. Refer to section 1 and section 5 in the specifications.

Q12. If a vendor has past performance in IT staffing but has not previously provided Mainframe Application Programmer positions, are they still eligible to bid?

A12. Vendors must comply with all mandatory requirements regardless of previous contract awards.

Q13. Are there any certifications or licenses required to be submitted by vendors apart from the WV business license?

A13. Refer to sections 3, 4 and 5 in the specifications for information regarding vendor submission requirements.

Q14. What is the estimated number of open positions or anticipated usage under this contract?

A14. Refer to sections 1 and 5 in the specifications. Estimated quantities are outlined in Exhibit A, Pricing Page.

Q15. Is it mandatory for vendors to have a local office in West Virginia to be eligible for award?

A15. A local office is not required; however, the vendor must comply with all mandatory contract requirements to be considered contract award.

Q16. What type of vendor past performance or experience is DMV specifically seeking for this requirement?

A16. Refer to sections 3, 4 and 5 in the specifications for mandatory experience requirements.

Q17. Can a vendor still bid if they have never provided this exact position before?

A17. Refer to sections 3, 4 and 5 in the specifications for mandatory requirements.

Q18. What is the estimated budget or expected spend for this contract?

A18. Refer to the response to question 4.

Q19. Are there any liquidated damages or penalties for non-performance under this contract?

A19. Refer to item 11 in the contract Terms and Conditions.

Q20. Could you clarify if vendor references are required, as this was not explicitly mentioned (other than references related to candidates)?

A20. Refer to sections 3, 4 and 5 in the specifications for mandatory submission requirements.

Q21. If vendor references are required, how many should be submitted?

A21. See the response to question 20.

Q22. Is this requirement considered a new need or a recompile of an existing contract? If a recompile, could you provide details on the incumbent vendor(s)?

A22. This is a new procurement, refer to section 1 in the specifications for background information. Historical information for previous contracts may be requested via the FOIA process.

Q23. Could you provide historical usage information such as hours billed, number of resources used, or total spend from previous similar contracts?

A23. See response to question 22.

Q24. Should resumes of proposed candidates be submitted with the proposal, or only provided upon request or award?

A24. See response to question 20.

Q25. Could you please provide the budget allocated for the contract?

A25. Refer to the answer for question 4.

Q26. Can we know the previous spending on the project?

A26. Refer to the answer for question 3.

Q27. Is this contract going to be a single award or multiple award?

A27. Refer to the answer for question 5.

Q28. Is there an incumbent?

A28. Refer to response for question 1.

Q29. What is the minimum number of references required for each candidate?

A29. Refer to sections 3, 4 and 5 for mandatory requirements and bid submission requirements.

Q30. Does the proposed candidate should meet all the qualifications mentioned in 3.1 – 3.7.

A30. All requirements listed in specifications document are mandatory requirements.

Q31. Is it mandatory for proposed candidates to have prior experience specifically related to federal and/or state legal requirements governing Commercial Driving Licensing in West Virginia as outlined in section 3.5.

A31. All requirements in the specifications document are mandatory requirements.

Q32. Can WV DMV confirm the anticipated state date for the selected candidates?

A32. The contract start date will be the date of the contract award. Candidates should be prepared to start upon receiving award notification and completion of the requirements outlined in section 5.

Q33. Is there a maximum number of hours per week or per year that the DMV expects to utilize?

A33. Anticipated work hours are outlined in section 5.1.

Q34. Will the WV DMV provide workstations and necessary software tools onsite, or should the vendor supply them?

A34. Equipment and software will be provided by the WV DMV for candidates to utilize on-site during the contract period.

Q35. Can WV DMV confirm whether the selected candidate to be fully on-site or hybrid work arrangement would be considered.

A35. Refer to sections 1 and 5 in the specifications.

Q36. Is there a preferred format or template for submitting candidate names and experience documentation?

A36. Refer to sections 3, 4 and 5 in the specifications for mandatory submission requirements.

Q37. In the event that a proposed candidate is deemed non-compliant or disqualified during the evaluation process, will the vendor be permitted to submit a replacement prior to contact award?

A37. Replacement/alternative candidates are subject to the same contract requirements and approval process as outlined in the specifications. Review section 5.

Q38. If a candidate becomes unavailable or is found to be unsuitable after the contracts has been awarded during the engagement period, the vendor will be allowed to propose a qualified replacement to ensure continuity of service.

A38. Replacement/alternative candidates are subject to the same contract requirements and approval process as outlined in the specifications. Review section 5.

Q39. What specific information is required to validate the professional references of the proposed candidate?

A39. The vendor will be required to submit information necessary to contact proposed applicant references as outlined in section 3.7. At a minimum the vendor should provide contact information for references, this must include a contact name, telephone number and email address for each reference provided.

Item 5.1.1.1 will be added to the specifications and shall read as follows:
"Vendors shall provide contact information for all references, this shall include at a minimum, contact name, vendor name, telephone number and email address."

Q40. Will the WV DMV accept pricing adjustments in future renewal years due to inflation or market changes.

A40. Refer to pricing page Exhibit A. Space is provided for pricing for years 2, 3 and 4 option renewal years.

Q41. Is it mandatory for proposed candidates to have prior experience working with AAMVA applications that interface with the WV Drivers' System, including CDLIS, PDPS, SSOLV, UNI and State-to-State systems?

A41. All the requirements outlined in the specification document are mandatory.

36-4077368

Q42. Should the vendor need to be registered in WV to apply for this opportunity?
Please confirm.

A42. Vendor must be compliant with all vendor registration requirements prior to contract award.

Q43. If a highly qualified candidate working with mainframe systems and technologies does not have experience with the WV Drivers' System, can they still qualify for this bid?

A43. All requirements outlined in the specification document are mandatory.

Q44. Could the agency confirm where there are any consideration for extending the submission due date for this solicitation?

A44. The bid opening date is 9/11/2025. No extensions will be provided.

Q45. How would you prefer to receive the proposals, in PDF or Word format?

A45. Bid submission instructions are included in section 6 of the Instructions to Vendors.

Q46. Should the proposal response, resumes of candidates, references, amendment acknowledgement and pricing pages to be compiled in a single document?

A46. Bid submission instructions are included in section 6 of the Instructions to Vendors.

Q47. Will 2 candidates be selected from a single vendor?

A47. Refer to response to question 5.

Q48. Is it mandatory for the business to be licensed in WV to be eligible to apply for this bid.

A48. Vendor must be compliant with all vendor registration requirements prior to contract award.

Q49. Will the agency assist in coordinating background checks, or must the vendors handle all aspects independently?

A49. Refer to section 5 for details regarding vendor responsibilities.

Q50. What is the expected turnaround time for background check approvals?

A50. Refer to section 5 for details regarding vendor responsibilities. Item 5.1.1.2 has been added to include a turnaround requirement for background checks. The requirement will read as follows: "Vendor is responsible for completely background checks outlined in section 5 within fourteen days".

Q51. What criteria will the agency use to determine whether to exercise the renewal options for years 2, 3 and 4.

A51. Refer to section 6.1.

Q52. Will vendors be notified in advance if the agency intends to renew the contract? Would you like help drafting a formal email or preparing a Q&A sheet for your team?

A52. Refer to section 6.1. Assistance in drafting a formal email or Q&A sheet is not needed.

Q53. Can agency list the details to be included in the proposal document for submission?

A53. Vendor should review Bid submission instructions in section 6 of the Instructions to Vendors.

REQUEST FOR QUOTATION
Mainframe Application Programmer Analysts – Onsite Only

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 Virginia 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 organization 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.

REQUEST FOR QUOTATION
Mainframe Application Programmer Analysts – Onsite Only

- 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

REQUEST FOR QUOTATION
Mainframe Application Programmer Analysts – Onsite Only

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

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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).

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- 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.

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5. VENDOR RESPONSIBILITIES:

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.

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- 5.1.4.** If during the term of the Delivery Order the candidate(s) placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of the departure, and must replace the candidate(s) with another candidate(s) meeting or surpassing all the requirements for the classification listed sections 3 and 4 to maintain continuity of services. Vendor must provide the Agency a list of potential candidates for replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendor must provide documentation and resumes for every candidate which indicates their meeting the classification. Vendors may send multiple resumes so that the agency may make the selection. Any interruption of service greater than (10) business days will be grounds for cancellation of the Delivery Order.
- 5.1.5.** The successful vendor and candidates must comply with all Agency policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice.
- 5.1.6** 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.

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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-Contractor-Self-Employed-or-Employee>

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

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

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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.

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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.

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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: Ilango Radhakrishnan

Telephone Number: (847) 368-0860

Fax Number: (847) 368-0864

Email Address: govtbids@viva-it.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMV2600000001

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 the addenda may result in bid disqualification.

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

Addendum Numbers Received:


(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of the 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.

VIVA USA INC

Company



Authorized Signature

09/11/2025

Date

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

EXHIBIT A - PRICING PAGE

MAINFRAME APPLICATION PROGRAMMER ANALYSTS				
LOCATION - 5707 MacCorkle Avenue, S.E., Charleston, WV 25304				
Item Number	Quantity	Description	Hourly Rate	Annual Total
Year One - Regular Time	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, regular time hours- - Year One	74	153,920
Year One - Overtime	832 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, overtime hours - - Year One	99	82,368
Optional Year Two Regular Time	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, regular time hours- - Optional Year Two	76	158,080
Optional Year Two Overtime	832 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, overtime hours - - Optional Year Two	102	84,864
Optional Year Three Regular Time	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, regular time hours - - Optional Year Three	78	162,240
Optional Year Three Overtime	832 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, overtime hours - - Optional Year Three	105	87,360
Optional Year Four Regular Time	2,080 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, regular time hours - - Optional Year Four	80	166,400
Optional Year Four Overtime	832 hours	Application Programmer Analysts Contract Cost for 1 year based on hourly rate, overtime hours - - Optional Year Four	108	89,856

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