wv**OASIS**

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Welcome, Alisha S Pettit | Procurement | Budgeting | Accounts Receivable | Accounts Payable |

Solicitation Response(SR) | Dept: 0802 | ID: ESR03272400000005433 | Ver.: 1 | Function: New | Phase: Final | ⬇ | Modified by batch , 04/02/2024

Header 📎 3   ▣ ▭

List View

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

Procurement Folder: 1381091

Procurement Type: Central Master Agreement

Vendor ID: VS0000021232 ⬆

Legal Name: FAAZ Consulting

Alias/DBA:

Total Bid: $1,900,000.00

Response Date: 03/27/2024 📅

Response Time: 11:10

Responded By User ID: FAAZ Consulting ⬆

First Name: Fatima

Last Name: Ali

Email: fatima@faazconsulting.co

Phone: 3018200198

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2400000003

Published Date: 3/26/24

Close Date: 4/2/24

Close Time: 13:30

Status: Closed

Solicitation Description: Mainframe Application Programmer Technical Staffing Services

Total of Header Attachments: 3

Total of All Attachments: 3

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

Solicitation Closes	Solicitation Response	Version
2024-04-02 13:30	SR 0802 ESR03272400000005433	1

VENDOR
VS0000021232 FAAZ Consulting

Solicitation Number:	CRFQ 0802 DMV2400000003				
Total Bid:	1900000	**Response Date:**	2024-03-27	**Response Time:**	11:10:03

Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mainframe Application Programmer Technical Staffing Services	0.00000			1900000.00

Comm Code	Manufacturer	Specification	Model #
81111600			

Commodity Line Comments:

Extended Description:

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

| Name | Akhil Varma |

Candidate Summary

- Overall 9+ years I have been working as an Analyst & application developer in PLI/Cobol developer in the Energy & Utility Domain client of IBM. It is a complete Customer billing application.
- For 8.5 years, I worked as a COBOL developer in the Banking and auto Insurance domain in my previous assignments before IBM.
- 8+ years of experience in Multi - Tier and Web Enabling the Legacy Systems with IBM WMQ and WMB (IBM Integration Bus), ACE, MQ FTE, DataPower & APIC.
- Experience in IBM cloudPak for integration.
- Expertise in Application Integration using IBM ESB products in IBM data centers which include interface to Mainframe and UNIX servers for the Midrange application and systems.
- Hands on experience in design and implementation of WMQ and WMB (IBM Integration Bus) in complex environments using High Availability Clustering.
- Over 9 years of IT experience in analysis, design, coding and testing of IBM Mainframe Projects in industries like Mortgage Banking and P&C Insurance.
- Extensive knowledge & hands on experience in core Mainframe technologies like COBOL, JCL, DB2, IMS DB/DC, VSAM and IBM tools and utilities
- Self - motivated and high target-oriented individual with application development experience on IBM Mainframes using COBOL/CICS/DB2/IMS.
- Mainframe testing skills which include modification of Production JCLs for running in the Test environment, creation of batch test files, Querying of DB2 and IMS tables to
- Extensive and diversified experience in performance enhancement of Batch and Online, system analysis and maintenance programming in both module lead and senior level programmer analyst positions
- Worked on entire **Software Development Cycle** right from Requirement Gathering, Converting Business requirements into technical specifications, Impact Analysis, Root Cause Analysis for problems or incidents, Estimation, Design High Level Details, Coding, Maintenance, and production support. Unit testing and integration Testing.
- Excellent assembler programmer.
- Expertise in ISPF editor, PMS system, Rate test, Mainframe Batch process.
- Having good knowledge in Mortgage banking and P&C Insurance Domains.
- Talented and result oriented management professional with a unique blend of Management, Technology (Business Intelligence, Open Systems and Mainframe) and Business (P&C Insurance and Credit Services) expertise.
- Experience in setup, installation and administration of IBM WebSphere MQ Server 7.x/5.x/6.x, Network Deployment on various Operating Systems like IBM AIX, SUN Solaris 10, RedHat Linux 9.1,

z/OS (Mainframe), and Windows 2000/2003 Server.

- Credit card payment system domain noledge and good experience in Production support and Batch cycles monitoring in P&C.
- Experience in setup, installation and administration of IBM WebSphere MQ Server 7.x/5.x/6.x, Network Deployment on various Operating Systems like IBM AIX, SUN Solaris 10, RedHat Linux 9.1, z/OS (Mainframe), and Windows 2000/2003 Server.
- Strong domain knowledge in P&C and Personal insurance for US markets.
- Experience includes Personal Property &Casualty(P&C) and Commercial Automobile Product knowledge, Reinsurance for Personal Property &Casualty(P&C), surety insurance, Group and Life Insurance Systems.
- Assembler programming is second nature to me. I love it.
- Have written hundreds of assembler programs, thousands of lines of code.
- I know assembler op codes on site and can read hex dumps instantly.
- Very good at reading CICS dumps, identifying assembler instruction op codes identifying point of failure in assembler and Cobol programs
- Experience in working on Policy Administration System (PAS) system for P&C on Duck Creek Technology
- implement REXX scripts to automate batch processing tasks, including job scheduling, data manipulation, report generation, and error handling, resulting in significant time savings and improved productivity.
- Experience with analysis, design, development, customizations, and implementation ofsoftware applications and have worked in all phases of SDLC.
- Experience in **Planning and Estimation** of small and medium size projects
- Ability to learn new technologies and processes rapidly and implement them in the project. Strong communication and collaboration skills, with the ability to work effectively in a **team-oriented** environment.
- Proficient in Incident, problem and task management using **ServiceNow.**
- Experience in development and implementation of modules involving DB2 and CICS.
- Excellent Team Building, Project handling, Analytical, interpersonal and communication skills.

Skill Matrix

Issue Tracking Tools:	Jira Tool, Service Now Tool
Mainframe Tools:	Page Center, INSYNC, Xpeditor, Endeavor, File Aid. Change man
Business Intelligence Tools:	Cognos BI tool, ZOWE
Development and Integrated Environments:	Visual Studio Code, IBM Enterprise Developer/Enterprise Server, DB Weaver, PMS.
	DevOps Tools GitHub, Jenkins, Flume, Big Insights, Sqoop
Databases:	DB2, VSAM, MongoDB
Operating Systems:	Z/OS, Unix

Work Experience		
MetLife Inc., New York, NY	**Senior Mainframe Developer**	**Oct 2022 – Till date**

Project Description: My current assignment is about moving a PLI -object-oriented Mainframe application (CRS) to a vanilla Micro focus COBOL Mainframe application. It uses ZOWE explorer & IBM Z developer tools along with automated load module transfer to test region for testing its sanity.

This PLI-OOPS-based application has 3 companies that need to be merged with 5 existing companies in the Cobol-based application. It required impact analysis along with understanding business implications and identifying all code modifications or new code writing to ensure business continuity. I am working on the Cash financing area which involves handling customer payments from all channels like banks, third-party vendors, the web, pay by phone, kiosk payment, nightly batch processing, online payments, & journal reports for all the General ledger entries.

Proficient in Microsoft Word, Excel, DB2 tables on OS390, Data Models, Windows XP and familiar with Microsoft Access, QMF windows. Extensive knowledge of mainframe Policy Management System (PMS). The Policy Management System is the program within the mainframe (IMB 3270) or Legacy system. Additional knowledge of the following programs: TSOA (Princeton Softech s Relational Tools), WFS (Weekly File Search), Point of Sale (client/server web application), file - aid, SPF pro (COBOL), SQL, Mercury (Test Director) testing tool, COMPASS iWork, Product Data Management (PDM), KRONOS, Microsoft Office 365, SharePoint, Underback (Event Management Application) and CRM Dynamics.

Roles and Responsibilities:

- Review functional design documents with the client, business leads, and other stakeholders to get the final signoff on estimates prepared in the business discussion phase.
- Translate customer requirements into formal technical documents, establish application-specific solutions, and review all impacted & new application modules for finalization & business approval on estimated efforts & project timelines.
- IBM mainframe, COBOL II, DB2, CICS, Assembler, EDI MAPPING, ORACLE, UNIX,
- IDOC files, JCL, SAP. GLOBE Project.
- Upgrading of Informatica PC client from 9.1 to 9.6.1 and prepared a step wise guide for the onsite/offshore team.
- Installation, Configuration, Integration and maintenance of IBM Integration Bus and WebSphere MQ.
- Involved in Upgrading IBM DataPower and IBM API Connect.
- AppDynamics setup and configuration for IBM Integration Bus.
- Tools Worked: Mainframes; PMS; POS; Test Director; DB2; SQL
- Worked PMS v4 Bypass Renewal project; Validated Auto, WC policies renewal generation in PMSV4.

- As a Sr. Systems Analyst, Mr. Ketan Shah will be assigned to projects for STATE FARM Corporation. STATE FARM Life Insurance has several Software applications that need designing, coding, as well as end- to- end development, system, integration & performance testing.
- State Farm applications run on the Mainframe, Web and UNIX platform. The UNIX applications include GUI entry and response screens and an in tray.
- Adhoc research / report for State Farm LIFE specific account.
- Worked on Renaissance P&C Insurance Billing System implementation projects.
- Installing and Configuring State Farm LIFE applications.
- Adding New user to State Farm LIFE application Providing assistance to customers with State Farm Life Applications.
- Gained extensive knowledge from Submission to Renewal process in PMS v4.
- Installing and Configuring State Farm Life Insurance Applications System Support
- Elicited business requirements by conducting structured interviews, JAD & JRP sessions, and workshops across various Commercial and Personal Auto lines within the Property & Casualty (P&C) business unit.
- Utilize REXX scripts to monitor system performance, analyze log files, and generate alerts for critical events, enabling proactive system management and timely resolution of issues.
- Demoting the approved impacted production modules using the Endeavor tool & bringing them to the required staging environment, doing the code changes, tagging, compilation, and unit testing.
- Working with the Tech & change management team for staging all required components (COBOL program, jobs, procs, SQL, CNTL members) for stage testing.
- Migration of Legacy DataPower Appliances to IDG IBM DataPower Gateways.
- Experience in IBM cloud Pak for integration.
- Upgrading of Informatica PC client from 9.1 to 9.6.1 and prepared a step wise guide for the onsite/offshore team.
- End-to-End Processing: ACI UPF offers end-to-end processing capabilities for wire transfers, from initiation to settlement. It supports both incoming and outgoing wire transfers, allowing financial institutions to handle funds seamlessly across different channels and counterparties.
- Straight-Through Processing (STP): ACI UPF emphasizes straight-through processing, automating the entire wire transfer lifecycle to minimize manual intervention and processing errors. This improves operational efficiency and reduces processing time for wire transfers.
- Integration with SWIFT and Other Networks: ACI UPF integrates with SWIFT (Society for Worldwide Interbank Financial Telecommunication) and other payment networks to facilitate secure and standardized communication for international wire transfers. This ensures compliance with regulatory requirements and industry standards for cross-border payments.
- Compliance and Risk Management: ACI UPF incorporates compliance and risk management features to help financial institutions mitigate fraud, money laundering, and other financial crimes associated with wire transfers. It includes tools for transaction monitoring, sanctions screening, and regulatory reporting to ensure compliance with global regulations.

- Scalability and Flexibility: ACI UPF is designed to scale according to the evolving needs of financial institutions, accommodating increasing transaction volumes, and expanding business requirements. It offers flexibility in configuring wire transfer workflows, fee structures, and currency options to meet specific business needs.
- Software support for several Confidential and NON- Confidential products, including but not limited to: Session Manager, VTAM Switch, Rexx Tools, TADz, JOBSCAN
- Collaborate with clients, business leads, and stakeholders to review functional design documents.
- Ensure alignment of technical solutions with customer requirements.
- Obtain final signoff on estimates prepared during the business discussion phase.
- Doing multiple rounds of testing, bug fixing, and report verifications for calculations with various other functional teams like billings, and orders.
- Request scheduling of jobs and monitoring stage batch every day to confirm all the changes are flowing correctly from jobs to DB2 & reflected in the online system.
- Writing the SQL queries for identifying all eligible customer data needed to cover the business testing scenarios, documentation capturing all artifacts, status reports on Jira, and MCR completion.
- Design, develop, and maintain REXX scripts to automate routine tasks, streamline workflows, and enhance operational efficiency within mainframe environments.
- Working with third-party vendors, and integration teams to identify all the required test scenarios for end-to-end testing. There are around 33 interfaces that need to be tested successfully before migrating all the changes to production.

Environment and Tools: COBOL, JCL, Procs, SQL, Micro Strategy 9.3.1, CNTL, IMS, Testing, DB2, Jira, MCR, CICS, Visual Studio Code, DB weaver, CA Endeavor, INSYNC.

State Farm Insurance, USA	Senior Mainframe Developer	March 2019 – April 2022

Roles and Responsibilities:

- Understanding Business requirements- Business problem analysis, interpretation & proposing solutions using domain and technical knowledge to meet customer requirements.
- Providing estimates- Analyzing & evaluating efforts required for completing the development cycle including coding and testing, doing risk assumption analysis.
- Secure and Reliable Transactions: ACI MTS ensures the security and reliability of wire transfers, adhering to strict regulatory compliance standards such as anti-money laundering (AML) and Know Your Customer (KYC) regulations. It employs encryption and authentication mechanisms to safeguard sensitive financial data during transactions.
- Global Reach and Connectivity: ACI MTS facilitates seamless cross-border transactions, enabling financial institutions to transfer funds internationally with ease. It integrates with various payment

- networks, clearinghouses, and correspondent banks, ensuring connectivity to a vast network of financial institutions worldwide.
- Responsible for handling some indirect projects with DMV.
- responsible for developing or enhancing mainframe applications that handle driver's license records, including modules that calculate and assign AAMVA points based on traffic violations or other infractions.
- working with large databases that store driver's license information, including AAMVA points data. responsible for ensuring the accuracy, integrity, and security of this data within the mainframe environment.
- Involved in integrating mainframe applications with other systems used by motor vehicle agencies, law enforcement agencies, or other stakeholders. This integration includes exchanging AAMVA points data with external systems to facilitate license suspension or revocation processes.
- Responsibilities included, Red hat, SUSE Systems Administration on System Z, and Tivoli Tool installations (ITM, TAD4D, TSM, WTX). Connect: Direct for Linux.
- Integrate REXX scripts with external systems, databases, and web services using APIs and data interchange formats such as JSON and XML, enabling seamless data exchange and interoperability.
- Building Technical documents- Preparing High-Level documents for converting business solutions into technical design documents to work on business-identified issues.
- Development/Enhancement of business solutions- Coding & building the new components & modifying existing components on the client system for actualizing the business solution.
- Unit & Integration Testing- Interacting with the interface systems to set up an integration testing schedule and approach to integrate the application.
- Created ASO outline from BSO cube and examined all standard and attribute dimensions and members in the Essbase outline editor for optimization and performance using Analytic Administration Service 9.3.
- Worked on the PMS mainframe system to run batch jobs and test the backend.
- Create interactive user interfaces using REXX Execs to facilitate user interaction with mainframe applications, allowing for easy data entry, retrieval, and manipulation.
- Deploying & implementing business solutions- Work to move business deliverables to production, doing post-implementation procedures for verifying results & informing business.
- Innovation & improvement- Identify key improvement areas for saving cost, manual efforts & doing analysis for finding places in the existing system to automate services.
- Participated in Understanding of the existing TELON code programs of the PEP systems
- Participated in developing of the PEP systems in online as well as in batch
- Coded the new programs in CICS / COBOL for PEP online systems and enhancements to PEP
- Modified the batch programs for LVC changes and Branch Expansion Changes, Wrote BMP, DL/1 programs
- Developed new CICS programs and screens using BMS macros for online Applications PEP system and generated new reports using Easytrieve and modifications existing Easytrieve programs
- **Conduct** multiple rounds of testing on staged components.

- Collaborate with various functional teams (e.g., billing, orders) to ensure comprehensive testing coverage.
- Identify and address any bugs or issues encountered during testing.
- Verify reports and calculations to ensure accuracy and functionality.

Environment and Tools: COBOL, Jobs, Procs, SQL, CNTL, Testing, DB2, IMS, Jira, MCR, CICS.

Booz Allen Hamilton - Maryland	Senior Mainframe Developer	March 2018– Feb 2019

Roles and Responsibilities:

- Ensure high availability of mission-critical client applications & turnaround time for problem resolution is within the Service Level Agreement (SLA) with the client.
- Work with the team to provide technical & functional assistance, peer reviews, discussing their issues.
- Planning and doing knowledge transfer (KT) sessions for new joiners or cross functional training.
- Evaluate application issues, and existing test procedures that are repetitive in nature & require a lot of manual effort on regular basis to identify possibility of automation.
- Mentoring & imparting knowledge- Sharing domain knowledge with all the team members and assist them in resolving their queries.
- ACH Processing: PEP+ facilitates the processing of ACH transactions, including credits (e.g., payroll deposits, vendor payments) and debits (e.g., bill payments, loan repayments).
- Federal Reserve Connection: PEP+ provides direct connectivity to the Federal Reserve Banks' ACH processing systems, allowing financial institutions and corporations to submit ACH transactions for clearing and settlement.
- Security Features: PEP+ incorporates robust security measures to protect sensitive financial information and prevent unauthorized access to ACH transactions. This may include encryption, multi-factor authentication, and transaction monitoring capabilities.

Environment and Tools: JCL, DB2, PLI, COBOL, IMS, CICS.

One HSBC core, India	Senior Mainframe Developer	Dec 2015 – Sep 2017

Project Description: One HSBC supports release in multi-currency, multi-channel, and multi-language, standards. Architecture is SOA (Service-oriented architecture). Front-end compromise of service consumers, R2DS (MQ channel) is used to send data in service format to application operation fulfillment layer. The Application Service Operation Fulfillment layer accesses physical data by invoking the DB2 database.

Roles and Responsibilities:

- Preparation of HLDs: Responsible for writing technical specification, creating High level flow design diagrams, and analyzing system architecture & incorporating reviews comments.
- Coding: Responsible for writing Cobol-CICS modules based on SOA ensuring no time slippages & following the Code standard minimizing chances of re-work.
- Testing & Debugging: Responsible for testing overall functionality of Code in accordance with Function spec at System, Integration level.
- Analysis & Defect fixing: Involved in support during various phases of Testing. Analyzing & understanding root cause of defect. Providing resolution with quick turn-around time, updating & tracking Defect status through Quality center.
- Responsible for follow ups with other work streams defect status, attending & updating common call or chat sessions.
- Worked EDI Gentran transition from Mainframe system to new EDI system Sterling Integrator It includes
- Handled EDI transactions such as 850, 210, 810,832, 843, 824, 840, 830, 860, & 997 and onward
- Determine Assignment for EDI Interface with SAP, other Mainframe legacy System, and Suppliers
- Conducting and managing Knowledge sharing sessions among the team.
- Tracking the status of timesheets, leaves plans & other project related documents of new joiners within our team.

Environment and Tools: (Z/OS, DB2, CICS, COBOL, JCL, IMS, Endeavor, Xpeditor).

MetLife Insurance, India	Mainframe Developer	Oct 2013– Dec 2015

Project Description: MetLife Inc. is a leading provider of insurance and other financial services to millions of individual and institutional customers throughout the United States. This company offers life, accident, and health insurance, retirement and savings, and reinsurance products through agents, third-party distributors such as banks and brokers, and direct marketing channels. To improve the maintenance & production support efficiencies of A&H applications, Patni was given responsibility for providing IT various A&H-related applications (Billing, Claim, Cues, Clearing House, Triad, External Reporting, and MIS STATS) which include Enhancement, maintaining the existing application and Production support.

Roles and Responsibilities:

- Ad-hoc report request: Responsible for running weekly, monthly, quarterly, semi-annual Reporting job on Business request & delivering the final Reports to business.
- Coding & Enhancement: Responsible for doing code changes for upcoming Production installs for updating modules related to both applications, testing & delivering the changes through Chang-man.

- Solving Production problems: Responsible for doing analysis of production problem for finding the root cause, giving the resolution in accordance SLA.
- Monitoring jobs: Responsible for monitoring Production jobs, checking for outputs & providing support in case of abends, providing immediate temporary resolution & doing analysis for providing permanent solution later.
- Maintaining, doing & creating restore points (backup) of Project related data through Visual source safe (VSS).
- Guiding new joiner/ fresher in team for understanding the team best practices, coding standards, technical knowledge & overall flow of Business process at functional.

Environment and Tools: (Z/OS, Cobol, VSAM, JCL, DB2, REXX, IMS, Change man, Easytrieve, File Aid, Xpeditor).

Education

- Gitam University (2013)
  Bachelor of computer science

	Department of Administration	**State of West Virginia**
	Purchasing Division	**Centralized Request for Quote**
	2019 Washington Street East	
	Post Office Box 50130	
	Charleston, WV 25305-0130	

		Reason for Modification:
Proc Folder:	1381091	Addendum No. 4
Doc Description:	Mainframe Application Programmer Technical Staffing Services	
Proc Type:	Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-25	2024-04-02 13:30	CRFQ 0802 DMV2400000003	5

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON   WV   25305

US

VENDOR

Vendor Customer Code:

Vendor Name :

 Address :

 Street :

 City :

State :   **Country :**   **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

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

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

ADDITIONAL INFORMATION

Addendum No. 4

To move Bid opening date to April 2, 2024 at 1:30 pm., est.

No other changes.

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

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

Comm Code	Manufacturer	Specification	Model #
81111600			

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

SCHEDULE OF EVENTS

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

	Document Phase	Document Description	Page 3
DMV2400000003	Final	Mainframe Application Programmer Technical Staffing Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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

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

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

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

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

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

VENDOR NAME:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

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

Bid Opening Date and Time:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

[ ] **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____
_____. 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 _____ 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: _____ 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

  c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

   1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

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

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

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

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

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

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

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

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

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, 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.

_____
(Company)

_____
(Signature of Authorized Representative)

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

_____
(Phone Number) (Fax Number)

_____
(Email Address)

SPECIFICATIONS

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

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1 **"Contract Services"** means application software analysis, programming support and development, code review, project reporting and project management services necessary for the day-to-day operations of the DMV Drivers' Systems as more fully described in these specifications.

   2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

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

   2.4 **"AAMVA"** is the American Association of Motor Vehicle Administrators is a national origination that is charged with improving highway safety and identification security by promoting uniform standards for all areas related to driver licensing.

   2.5 **"ACD"** is the AAMVA Code Dictionary.

   2.6 **"DB2"** or DataBase 2 is a Relational DataBase Management System designed by IBM to operate in a mainframe environment.

   2.7 **"CA"** is a company that develops programming tools for the IBM mainframe environment.

   2.8 **"COBOL"** is a programming language designed for use in an IBM enterprise mainframe environment.

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

2.10 **"CD31"** means a sanitized Commercial Driver License Data File.

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

2.12 **"FMCSA"** means the Federal Motor Carrier Safety Administration

2.13 **"JCL"** means Job Control Language.

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

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

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

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

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

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

3.3. The Application Programmer Analysts must have at least (1) one year of paid full-time experience programming in enterprise mainframe database analysis and design. The Application Programmer Analysts must also have experience working in a regulated environment either at the federal or state level. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of bid.

3.4. The Application Programmer Analysts must have at least (6) six months of paid full-time experience using Computer Associates DB2/IBM Tools – RC/Update and PRF. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of bid.

3.5. The Application Programmer Analysts must have at least (1) one year of paid full-time experience working with any DMV System. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of contract.

3.6. The Application Programmer Analysts should have at least (1) one year of experience working with the federal and/or state legal requirements regarding Commercial Driver Licensing.

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

3.8. All references to experience requirements listed in this RFQ shall be demonstrated through references provided in the candidates resumes as described above. WVDMV will verify such experience by contacting the references provided in the resumes. In the event WVDMV is unable to confirm experience based on reference information, this may result in disqualification. The vendor will be required to provide resume documentation prior to bid award.

4. MANDATORY REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

5. VENDOR RESPONSIBLITIES:

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

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

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

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

5.1.4. If during the term of the Delivery Order the candidate(s) placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of the

departure, and must replace the candidate(s) with another candidate(s) meeting or surpassing all the requirements for the classification listed sections 3 and 4 to maintain continuity of services. Vendor must provide the Agency a list of potential candidates for replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendor must provide documentation and resumes for every candidate which indicates their meeting the classification. Vendors may send multiple resumes so that the agency may make the selection. Any interruption of service greater than (10) business days will be grounds for cancellation of the Delivery Order.

5.1.5. The successful vendor and candidates must comply with all Agency policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice.

5.1.6 Prior to award, all personnel performing services for the candidates being supplied under the resulting shall be subject to initial and periodic background checks. In the case of a disqualification due to a criminal background refusal, the basis for disqualification shall be a conviction of any felony or crime related to theft, gambling or involving moral turpitude. Upon award, Vendor will work with WVDMV personnel to identify personnel that complete the necessary background check requirements.

5.2. DUTIES AND RESPONSIBILITES OF THE AGENCY:

5.2.1. Ordering Procedure: Agency will issue an Agency Delivery Order to the successful vendor requesting the total number of hours for the positions defined in sections 3 and 4.

5.2.2. Successful Vendor's candidates shall work under Agency supervision. The Agency shall be solely responsible to provide the candidates with day-to-day guidance in the execution of responsibilities at the Agency.

5.2.3. Agency reserves the right to terminate the candidate(s) selected for the position providing services to the Agency without cause if it is determined in the best

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

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

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

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

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

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

6. CONTRACT AWARD:

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

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

6.2 Pricing Page: Vendor should complete the Pricing Page by completing Exhibit A with an hourly rate unit price and total annual rate for 2500 hours.
Then complete the same for each of the optional years. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

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

7. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

8. **PAYMENT:** Agency shall pay an hourly rate for up-to 2500 hours per year, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

9. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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

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

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

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

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 <u>Exhibit "B", WVDMV PII Acknowledgement form</u>, and <u>Exhibit "C" Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements.</u> The WVDMV is the record owner of, and bears the responsibility for maintaining electronic Driver Licensing and Motor Vehicle Information, including Personal Information and Sensitive Personal Information as defined in the Federal Drive Privacy Protection Act ("DPPA") and the Uniform Motor Vehicles Records Disclosure Act (W. VA. Code § 17A-2A-1 et seq.) ("UMVRDA")

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

11. VENDOR DEFAULT:

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

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

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

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

11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

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

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

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

Contract Manager: Fatima Ali

Telephone Number: 301-360-4365 ext 101

Fax Number: 301-710-6132

Email Address: fatima@faazconsulting.com

Item Number	Quantity	Description	Unit Price Year 1	YEAR 1 TOTAL	Unit Price Year 2	OPTIONAL YEAR 2 TOTAL	Unit Price Year 3	OPTIONAL YEAR 3 TOTAL	Unit Price Year 4	OPTIONAL YEAR 4 TOTAL
TOTAL INSTALLATION & DELIVERY COST										
LOCATION - 5707 MacCorkle Avenue, S.E., Charleston, WV 25304										
1	20,000 (8x2500 hrs)	Application Programmer Analyst Contract Cost for 1 year based on hourly rate	$95	0	$98	0	$101	0	$104	0
Tot										

This amount is for evaluationn purposes only

Name	Vignan Shatamraj

Candidate Summary

- Over 13 years of experience in Business requirement analysis, Design, Development, Maintenance, Production support, Coding, Testing, Documentation, Quality Assurance and Implementation on IBM Mainframe platform using COBOL, JCL, DB2, SQL, VASM, FTP.
- Good hands-on experiences working with TSO, ISPF, File AID, JCL/PROCS and Endevor.
- Excellent programming skills in Mainframe operating environment, Participated in Project meeting, Functional walk, technical walk and Code reviews.
- Expert in programming languages COBOL, JCL, VSAM, DB2. Good hands-on analysis, detail level design, code, unit/string test and support QA Testing and production Implementation.
- Good hands-on experiences with 401k investment products like Lincoln, Mass Mutual and a good understanding of billing functionality.
- Extensive experience in Mainframe application development and testing using COBOL, DB2, JCL, SQL, VSAM, SPUFI, FILE AID and Endevor.
- Expertise in moving the new code to the Endevor libraries after testing.
- Good knowledge on Agile Development life Cycle.
- Strong experiences in working with full Software Development Life Cycle of Mainframe based applications.
- Extensive experience with IBM Sort utilities like DFSORT and SYNCSORT for quick business reports.
- Expert in coordinating with the Client team during production moves.
- Experienced in working with QA Teams for testing mutual fund & Telecom products before delivering the product into market,
- Expert in writing Test cases/Scenarios, Implementing functional and usability tests. Good hands-on experience in UNIT Testing, Integration and System testing.
- Experienced in Analyzing the Business requirement documents (BRD) and Additional design specifications for finding any ambiguity, incompleteness, or incorrectness, so that requirements are technically feasible.
- Expertise in obtaining project requirements from User and Manager, Formulating the requirements into Functional and Technical Specifications.
- Experienced working as a Tech Lead and handled a team of 4 Developers.
- Good Programming and communication skills with excellent work ethics, easy adaptability to demanding time schedules coupled with positive user interaction and excellent team spirit.
- Exceptional ability to quickly adapt/master new concepts.

Skills

Programming Languages: COBOL, JCL, SQL
Tools & Utilities: Xpeditor, Abend-aid, Endevor, File-Aid, TSO, ISPF, DFSORT, SYNCSORT
Database: VSAM, DB2
Operating Systems: Windows 8/7/Vista/XP, Expertise in MS Office tools
Domain Knowledge: Telecom & investment of 401K
Testing: Manual Testing, System Integration Testing, User Acceptance Testing, Unit Testing.

Work Experience

Verizon	**Mainframe Tech Lead**	**Dec 2018 – Till Date**

- Responsibilities include requirement analysis, mainframe coding, testing and pilot/production move of Billing enhancements.
- Requirement Feasibility Analysis based on the existed system functionality and documents the implementation issues that may occur.
- Work with Business analysts to get clear understanding of requirements and issues and submit the end results for review and approval.
- Applications are written in COBOL, JCL using DB2/VSAM on mainframes.
- Solving issues faced by the users through Help Desk (HD) Tickets, JIRA and Service Now.
- Modifications for traditional, new telecom products and migrations of systems, conversions, and reports.
- Documenting the functional test results and review of the test cases.
- Generate reports for clients based on the requirements.
- Support for Integration testing on dependent functionalities of the system.
- Attend to client meetings to give update on the newly implementing functionalities and status on work progress.
- Provide the project estimation efforts to the Managers and clients.
- Guided junior team members with their queries and help complete tasks with in SLAs.
- Analyze the existed system functions and add the enhancements to it as per client requirements.

Environment: COBOL, JCL, DB2, VSAM, Operating system (MVS, OS/390, z/OS), Windows, XPEDITOR, Abend-aid, Endeavour SAR tool, File manager, SPUFI, DFSORT, SYNCSORT.

Verizon	**Mainframe System Specialist Developer**	**Apr 2014 – Dec 2018**

- Responsibilities include requirement analysis, mainframe coding, testing and pilot/production move of Telecom product.
- Requirement Feasibility Analysis based on the existed system functionality and documents the implementation issues that may occur.

- Work with Business analysts to get clear understanding of requirements and issues and submit the end results for review and approval.
- Applications are written in COBOL, JCL using GDG/VSAM/DB2 on mainframes.
- Solving issues faced by the users through JIRA / Service Now.
- Documenting the functional test results and review of the test cases.
- Generate reports for clients based on the requirements.
- Attend to client meetings to give update on the newly implementing functionalities and status on work progress.
- Provide the project estimation efforts to the Managers and clients.
- Worked across various applications of project and prepared an end-to-end regression testing plan to make sure the code bugs are identified in the preliminary testing.
- Facilitated the movement of 20000 customers from external system into Billing by creating the needed framework.
- My analytical mind-set and expertise in the work helped me to master the system and gain great trust amongst my colleagues.

Environment: COBOL, JCL, VSAM & DB2, MVS, OS/390, z/OS, Windows, XPEDITOR, Abend-aid, Endeavour SAR tool, File manager, SPUFI, DFSORT, SYNCSORT.

DST Systems	Senior Software Engineer	Jul 2010 - Apr 2014

- DST systems has the architecture to support 401k processing for clients like Lincoln, Mass mutual.
- Requirement feasibility analysis based on the client's Requirement Specifications.
- Analyze the existed system functions and add the enhancements to it as per client requirements.
- Reporting the Estimated work effort to the manager for implementation and testing.
- Provided on request reports to the clients with a one day turn around target by writing complex SQLs to help their business needs. Received appreciation from clients.
- Involved in Requirement Analysis, Design, Implementation, Testing, Deployment and Documentation.
- Solving issues faced by the users through Help Desk (HD) Tickets and moving the code fix to Production.
- Interacting with Business leads for better understanding of the current system issues.
- Impact analysis of the new requirement or change request on the existing programs initiated by the client.
- Designing New Components using COBOL, DB2 and VSAM Database design Concepts.
- Coordinating team activities and providing them guidance on day-to-day activities.
- Provide technical First-level product support for all client Applications.
- Trained and supervised newly joined team members.

Environment: COBOL, JCL, VSAM & DB2, MVS, OS/390, z/OS, Windows, XPEDITOR, Abend-aid, Endeavour SAR tool, File manager, SPUFI, DFSORT, SYNCSORT.

Education

- **Bachelor's in Electrical & Electronics Engineering**
  Osmania University - 2010