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## Header 5

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**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1381091

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0802

Vendor ID: VS0000040406 

SO Doc ID: DMV2400000003

Legal Name: OLAN Associates LLC

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Response Time: 14:03

Solicitation Description: Mainframe Application Programmer Technical Staffing Services

Responded By User ID: olanassociates 

Total of Header Attachments: 5

First Name: Anyi

Total of All Attachments: 5

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 Purchasing Division  
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 Post Office Box 50130  
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**State of West Virginia  
 Solicitation Response**

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

Solicitation Closes	Solicitation Response	Version
2024-04-02 13:30	SR 0802 ESR03292400000005599	1

**VENDOR**  
 VS0000040406  
 OLAN Associates LLC

**Solicitation Number:** CRFQ 0802 DMV2400000003  
**Total Bid:** 96.2999999999999715782905695 **Response Date:** 2024-03-29 **Response Time:** 14:03:51  
**Comments:** No Discounts

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
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 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			96.30

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.

**BALTAZAR GASPAR  
(Riegelsville, PA)**

With over two decades of IT experience, Baltazar has a robust background in enterprise business applications across Mainframe and Client-Server platforms. His career spans a diverse range of sectors including federal services, state services, finance, insurance, banking, telecommunications, and utilities. Possess deep expertise in Mainframe, COBOL, and legacy systems, with growing proficiency in HP Exstream v8 (OpenText). Well-versed in all stages of the SDLC, from project initiation and estimation to system analysis, design, development, testing, deployment, maintenance, and production support, ensuring comprehensive project oversight and execution. Currently working as a Mainframe Programmer Analyst for the MD DoIT; coding and testing batch COBOL and CICS with DB2 using XPEDITER. Lastly, good acquaintance with the Driver's License system for one year with the NJ Motor Vehicle Commission.

He is looking for remote roles and he is currently located in Riegelsville, PA; he would be available for a virtual interview within 24 hrs. prior notice.

**SKILL MATRIX**

SKILLS	Remarks
<p>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.</p>	<p>Was part of the team on the modernization of Billing Statement of ConEd; Provide guidance in all phases of System Development Life Cycle (SDLC) for Credit Letters Re-Write with collaboration with Customer Ops, Public Affairs, Customer Outreach &amp; Corporate Accounting in identifying immediate requirements; Participate in the current phase of the project in determining new processes, data/variables harvesting, driver file preparation and technical design on Mainframe processes to eliminate IBM/SCRIPTS; Provide system documentations on Credit Letters/Postcards to ensure and correct processes of the system; Utilize COBOL, COBOL, COBOL LE, COBOL II, Enterprise COBOL, DB2, VSAM, JCL, TSO/ISPF; File Manager, ORACLE PL/SQL, SAR, GDGs, Decision Tables and CA Deliver</p>
<p>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.</p>	<p>Part of the CAM team that extract Account Balances and Lending records from IMS Databases and DB2 tables to be loaded into Cassandra Databases thru NDM; Examine and analyze corresponding IMS segments against each field defined in the copybook with matching attributes of IMS segments; Check the consistency of attributes of all VSAM fields and its corresponding IMS segments before creating</p>

	<p>consolidated IMS database and eliminate the use of VSAM files; Coded several COBOL programs and JCLs for this effort; Create Ad-Hoc reports on database discrepancies and record mismatch for every UAT run to be investigated and resolved in the weekly Integration Meeting; Working on performance testing on Zate environment and running the jobs in ZeKe (TamZ); Heavy programming in COBOL II, JCL, CICS, DB2 and SQL for the creation of relational tables, online transactions and PROCS to be used by Front-end users of the State;</p>
<p>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.</p>	<p>Created complex bills and letters for customers and produce duplex outputs such as postcard, PDFs and XMLs; Utilize dynamic import from SQL databases for user's dynamic requests for design changes and content changes; Analyze and recommends changes to correct production problems overlooked during system development on Mainframe; • Create Ad-Hoc reports on database discrepancies and record mismatch for every UAT run to be investigated and resolved in the weekly Integration Meeting; Working on performance testing on Zate environment and running the jobs in ZeKe (TamZ); Heavy programming in COBOL II, JCL, CICS, DB2 and SQL for the creation of relational tables, online transactions and PROCS to be used by Front-end users of the State;</p>
<p>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.</p>	<p>Utilized several DB2 Utilities such as Platinum, File-Aid for DB2, SPUFI and others.</p>
<p>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.</p>	<p>Worked in NJ DMV Motor Vehicle Commission is doing re-engineering on Agency System to be more reliable, less costly, and more efficient in customer servicing; Currently overhauling the current system which is purely on Mainframe; Perform modernization by converting ESCALA programs and COBOL programs into web services for web interface; Part of the Transformation team to analyze all access on CA DATACOM and convert them into SQL code for web service application; Produce documents (functional and technical) that will be used a</p>

	<p>business requirement for web application development; Utilize COBOL, CA-DATACOM, CA-DATACOM Data Dictionary/Data Query, DBMS, IBM Utilities, CA-ROSCOE, IBM-JCL, TSO/ISPF, SQL, SQL Server, MQ, CICS, GT IVORY STUDIO, MS VISUAL STUDIO, BMS, ESCALA, GT Ivory Studio, GLink, BizTalk and .NET</p>
<p>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.</p>	<p>Worked in SSA and State of NJ Motor Vehicle Commission and State of MD DoIT;</p>
<p>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.</p>	<p>Substantial understanding or experience working with the AAMVA applications interfaced with the NJ Drivers' System. Quiet similar to what the State WV is asking.</p>

**SUMMARY**

- More than twenty (20) years of continuous IT work experience in various enterprise business application systems utilizing Mainframe, and Client-Server platforms; Work exposures in Federal, Financial, Brokerage, Insurance, Banking, Telecommunications and Gas / Electric Services.
- Expertise in Mainframe / COBOL / Legacy systems; Increasing exposures and applications in HP Exstream v8 (OpenText).
- Exposures to all phases of SDLC – Project Initiation /Estimation, System Analysis, Technical/ Detailed Design, Peer Review, Development, Testing (Unit/ Parallel/ Integration/ QA/UAT), Deployment, Maintenance, troubleshooting, Documentation and Production Support.
- Exposures to Agile methodologies on Mainframe and Client Server architectural projects; Strong ability to plan, prioritize, and manage projects; Good communication and reporting skills; Recognized for leading teams through major transitions and critical events.
- Mentoring and motivating individuals and teams.
- Understanding of Service-Oriented Architecture (SOA) and applicable web services.
- Day-to-day exposures in resolving issues at all levels of the project life cycle and best practices to ensure quality standards using business process tools.

- Works independently and effectively under tight deadlines.
- Skilled in getting end-user results, effective leadership and paying attention to client requirements

## TECHNICAL SKILLS

- **Programming Languages:** COBOL VS, COBOL II, COBOL3/Enterprise COBOL, COBOL LE, JCL, ECL, CICS, DB2 V8, SQL, Stored Procedure, SQL Triggers, SAS, EASYTRIEVE+, IDEAL, ABAP/4, PowerBuilder, PL/1, PL/SQL, SQL\*PLUS, C/C++, VISUAL BASIC, HTML, JAVA, .NET
- **Databases / File Management:** DB2, ORACLE, MS-ACCESS, VSAM, QSAM, IDMS, IMS DB/DC, LOTUS NOTES, SQL SERVER 2005, DB2 UDB, CA-DATACOM DBMS, CA-ROSCOE, TestBase, CASSANDRA
- **Operating Systems:** Z/OS, OS/390, MVS/XA/ESA, OS/VS, Unisys 2200, DEC VAX, DOS/VSE, IBM MERVA, OS/2, UNIX, HP 3000, SAP, WINDOWS, MS-DOS
- **Development Tools:** ISPF, TSO/E, TSO/ISPF, PANVALET, SPUFI, PLATINUM, XPEDITER, FILEAID, ENDEAVOR, SQL SERVER, DATASTAGE ETL, TOAD, HPS, XML, MICROFOCUS, INTERTEST, UC4, CSP, CTS, QUICKTEST, TEST DIRECTOR, SAS, TMON/CICS, RUMBA, SPF/PRO, SAR, CHANGEMAN/OneInfo, STARTOOL, ISPF/PDF, IOF, DFP, QMF, IDCAMS, PROEDIT, BMS, SDF/2, EZTEST, DFSORT, SYNC SORT, CUSTOMER1, SQLWINDOWS, FILEMANAGER, NEON, CLIST, COGNOS, MS-WORD, MS-Excel, MS-Project, MS-PowerPoint, MS-Visio, LIBRARIAN, OPCC/Scheduling, SharePoint, Infoman, Decision Tables, CA Deliver, FINALIST, MAILSTREAM PLUS, HP Exstream v8 (OpenText), IBM SCRIPT/Vs, Agile Methodology, API, Jobtrac, ISPW (Containers), VersionOne, JES2MAIL, ESCALA, GT IVORY STUDIO, GLink, Control-M, TestBase Database Utilities, CA-View (SAR), DB Unicenter, Data Studio, R\*Stars, ServiceNow, ZeKe, CA-7; JIRA; Confluence, Eclipse, Amdar, ALFA
- **Protocols:** Message Broker, MQ SERIES, FTP, RDX, TCP/IP, SMTP, TELNET, NDM, SWIFT, LU 6.2, RTTM, MSRB, XML, EDI 837, EDI 277, EDI 820, Kerberos, BizTalk
- **SAP:** FI MODULE, DESIGN/1, SAP-GUI, ABAP/4

## EDUCATION

**Bachelor in Science Major in Computer Science**, Polytechnic University, Manila, Philippines  
**1987**

## PROFESSIONAL EXPERIENCE

**State Of Maryland (DoIT), Annapolis, MD**

**Apr 2023 – Present**

### **Sr. Mainframe Programmer Analyst**

- Provide in-depth technical support (development and analysis) in the integration project between iValua and eMMA; A new online system development is in-progress for the procurement and connection of vendor community with contracting opportunities with the State.
- Creation of Vendor and Customer Maintenance Processes in batch and online environments where bids and responses are delivered and processed in real time utilizing R\*Stars.
- Coding and testing of batch COBOL and CICS with DB2 using XPEDITER once all components are moved to the SYS region.
- Utilizing ISPW to create containers for application programs and copybooks changes.



- Compiles and promotion of elements are done in ISPW for SYS and UAT testing and PROD migration.
- Also used ISPW for collecting all related programs from all application groups for systematic promotion and implementation to production.
- Monitoring and checking jobs in CA VIEW that ran the night before and making sure they are moved to a CLASS for longer storage and inventory.
- Utilize COBOL II, JCL, CICS, VSAM, Intertest, XPEDITER, DB2, ISPW, TSO/ISPF, IMS, FTP, ServiceNow, ZeKe, CA View (SAR), CA-7

**Edward Jones, St. Louis, MO****Sept 2022 - Apr 2023****Sr. Mainframe Programmer Analyst**

- Part of the Information Technology Team that performs development, enhancements and troubleshooting of Client Information/Income Retrieval System using Microfocus COBOL, DB2, JCL, VSAM and SQL.
- Creation of Online Cobol programs and batch programs for screen inputs and batch processing for business users' data entry/validation of client information.
- Participate in the daily scrum meeting with the team.
- Creation of Service Requests for user detections for process corrections and invalid processing routines.
- Utilize Microfocus COBOL, DB2, SQL, VSAM, JCL, SORT, Agile, JIRA

**JP Morgan Chase, Newark, NJ****Sept 2021 - Sept 2022****Sr. Mainframe Programmer Analyst**

- Part of the CAM team that extract Account Balances and Lending records from IMS Databases and DB2 tables to be loaded into Cassandra Databases thru NDM.
- Examine and analyze corresponding IMS segments against each field defined in the copybook with matching attributes of IMS segments.
- Check the consistency of attributes of all VSAM fields and its corresponding IMS segments before creating consolidated IMS database and eliminate the use of VSAM files.
- Coded several COBOL programs and JCLs for this effort.
- Helped in the automation/scheduling setup of sorting jobs, FTP jobs and email notification jobs using UC4 in Mainframe.
- Participate in the daily stand-up meeting with SCRUM master for story creation and refinement.
- Use JIRA and Confluence for story updates and completion.
- Utilize File-Aid for IMS and DB2 for data validation and accuracy checks on extracting data in the mainframe before sending them to the server for Cassandra load.
- Utilize COBOL, JCL, FILE-AID, NDM, DB2, IMS, SORT, Agile, JIRA, Confluence

**State Of Maryland (DoIT), Annapolis, MD****Dec 2020 - Sep 2021****Sr. Mainframe Programmer Analyst**

- Create Ad-Hoc reports on database discrepancies and record mismatch for every UAT run to be investigated and resolved in the weekly Integration Meeting.
- Working on performance testing on Zate environment and running the jobs in ZeKe (TamZ).

- Heavy programming in COBOL II, JCL, CICS, DB2 and SQL for the creation of relational tables, online transactions and PROCS to be used by Front-end users of the State.
- Create FTP jobs that will capture files from the server to be uploaded in the mainframe.
- Coding, Testing, documentation and implementation following the SDLC methodology and standard process of the State.
- Utilize COBOL II, JCL, CICS, VSAM, Intertest, XPEDITER, DB2, ISPW, TSO/ISPF, IMS, FTP, ServiceNow, ZeKe, CA View (SAR), CA-7

**Social Security Administration, Baltimore, MD****Dec 2017 - Oct 2020****Sr. Mainframe Programmer Analyst**

- Provide Backup and Accretions systems analysis and development support for the Data Delivery and Testing Support Branch (DDTSB) which is a mainframe application using COBOL, DB2, CICS, JCLs and Testbase database.
- Resolved morning ABEND issues, analyzed process improvements if feasible; performed backups and loads of the TestBase slices and Regional databases, communicate the outcome to the stakeholders, and ensured that no DB2 utilities were running and that no TestBase checkpoint flags are pending a reset.
- Participate in the daily TDAT ABEND Resolution meetings with the TDAT resources to review the batch system ABENDs and to identify solutions for eliminating recurrences, as well as preparing and distributing meeting notes for approval
- Research the TDAT Tools User Interface (UI) to identify and document steps applicable for more efficient process and the work effort involved in mirroring the existing tool in the DBXX Test environment.
- Debug and resolve any DB2 problems.
- Interrogate DB2 tables using QMF and SPUFI for SQL queries to search records for test data prepared scenarios.
- Perform testing changes to the Java programs in the DAT Tools UI for integration of the new Control-M libraries and the removal of the invalid email addresses
- Participate in regular meetings to analyze the scheduled tasks, review timeframes, evaluate resource assignments, and to discuss overall project progress.
- Provide daily operations support to fulfill the TDAT user requests, thereby allowing the TDAT staff to focus on process improvements.
- Resolve job failures.
- Discover an incorrect entry in the parameter Sequence (SEQ) and the table list in a parameter.
- Repartition TestBase DB in a DB2 subsystem.
- Research performance issues with DELETE jobs for DBs and run stored procedure
- Provide assistance with the resolution of dates set by SoftDate incorrectly in the CICS Validation regions, WebSphere servants, and the DB2 Work Load Manager.
- Review the Date Manager Morning Process report and created Helpdesk Expert Automation Tool (HEAT) tickets requesting the startup of 154 inactive WebSphere servers and 158 CICS AORs; By generating the On-Demand Ad Hoc report, confirm that all CICS AORs and WebSphere Servers were active and that all active objects reflected the correct virtual dates
- Utilize COBOL II, CICS, VSAM, MQ, DB2, REXX, JCL, TSO/ISPF, Stored Procedures, JAVA, Control-M, SAR, E(JES), DB Unicenter, Data Studio, MS-VISIO, SQL, SQL Server, WebSphere, QMF, DB2 Work Load Manager, CHANGEMAN

**NJ Motor Vehicle Commission, Trenton, NJ****Dec 2016 – Nov 2017****Sr. Mainframe Programmer Analyst**

Motor Vehicle Commission is re-engineering on Agency System to be more reliable, less costly, and more efficient in customer servicing. Currently overhauling the current system which is purely on Mainframe.

- Perform modernization by converting ESCALA programs and COBOL programs into web services for the web interface.
- Part of the Transformation team to analyze all access on CA DATACOM and convert them into SQL code for web service applications.
- Produce documents (functional and technical) that will be used as a business requirement for web application development.
- Utilize COBOL, CA-DATACOM, CA-DATACOM Data Dictionary/Data Query, DBMS, IBM Utilities, CA-ROSCOE, IBM-JCL, TSO/ISPF, SQL, SQL Server, MQ, CICS, GT IVORY STUDIO, MS VISUAL STUDIO, BMS, ESCALA, GT Ivory Studio, GLink, BizTalk and .NET

**Freddie Mac, McLean, VA****Dec 2014 – Dec 2016****Sr. Mainframe Architect**

The Federal Housing Finance Agency (FHFA) has directed Freddie Mac (FRE) to integrate with Common Securities Platform (CSP) the company's defined securitization functionality; Freddie Mac has defined a multiple-phased approach - Phase 1 is to integrate with CSP the following transactions: Data Validation, Issuance, Master Servicing, Bond Administration and Disclosure; These are for Freddie Mac's single class securities and underlying loan products and single class re-securitization and its underlying securities collateral.

A new system, MBS Data Manager and Integration is developed to integrate the following business functions: loan removal; receive and store MBS related data into MBS App; calculate payments: preliminary factor, investor balance reconciliation and final factor. This system also develops solution to provide append data to CSP's out files to FRB or vendors, which are necessary for Multi-family/Single family ARM products.

- Perform technical analysis, data requirements, development and implementation on the mainframe side.
- Perform technical design on UNIX (JAVA) and JAVA Scripts for Mainframe interface architecture to single and multi-class data elements of SAP application in MVS.
- Coordinate with off-shore programmer who are using MicroFocus and assist them in uploading their COBOL programs in mainframe and compile them to be in-sync with the SYS Environment for testing.
- Work on FTP utilities for data transmission into Oracle database.
- Utilize COBOL II and Enterprise COBOL; CICS, SAS; JAVA Scripts, APIs, SQL, DB2; FileAid; JCL; TSO/ISPF; Procs; VSAM; JobTrac; ISPW; FTP; Agile methodology; MS Outlook; Lotus Notes; Oracle DB; MS Servers; XML; Canonical Data Model (CDM); VersionOne Enterprise

**Consolidated Edison, Union Square, NY****Mar 2012 – Oct 2014****Technical/Support Lead HP Exstream**

- Provide daily technical leadership to support various requests from resolving system abends to developing new functionalities on Credit Letters/Postcards application in Mainframe & HP Exstream (OpenText).

- Main support of CAS for Credit Letters/Postcards with exposures to Design Manager, PUB creation, Driver implementation, HTML and XML.
- Created complex bills and letters for customers and produce duplex outputs such as postcard, PDFs and XMLs.
- Utilize dynamic import from SQL databases for user's dynamic requests for design changes and content changes.
- Analyze and recommends changes to correct production problems overlooked during system development on Mainframe and HP.
- Recommends improvements to streamline mainframe processes of Credit Letters/Postcards.
- Address various impacts on HP for change processes and flows & provide understanding to the team regarding implications on the Mainframe.
- Convert old COBOL into COBOL/DB2 in MVS environment.
- Utilize Unisys COBOL, ECL, ECLIPSE, AMDAR, ALFA, COBOL 3, JCL, VSAM, DB2, HP Exstream (OpenText), File Manager, FTP, SQL Server, AFP, PDF

Was part of the team on the modernization of Billing Statement of ConEd.

- Provide guidance in all phases of System Development Life Cycle (SDLC) for Credit Letters Re-Write with collaboration with Customer Ops, Public Affairs, Customer Outreach & Corporate Accounting in identifying immediate requirements.
- Participate in the current phase of the project in determining new processes, data/variables harvesting, driver file preparation and technical design on Mainframe processes to eliminate IBM/SCRIPTS.
- Provide system documentations on Credit Letters/Postcards to ensure and correct processes of the system;
- Was part of the team that worked on Unisys 2200 on modernization project to migrate from COBOL 74 to COBOL 85.
- Assist Billing applications team with various programmer analyst's tasks involving support, development and testing of COBOL Unisys applications.
- Developed and implemented COBOL program interfaces to the bill statement application replacing flat files to VSAM files.
- Created weekly COBOL module to summarize the IMF/BMF control files with totals for each TIF area and provided documentations.
- Participated in the research, analysis and documentation of several ECL jobs, DOC Jobs and DOC Report by reading these jobs, identify job dependencies and file dependencies and document them for references.
- Execute PTDOCJOB, PTDOCREPORT, REQJOB, REQCPG and other commands to complete these tasks.
- Coordinate with Business Users regarding issues or bugs happened in prior batch process, like reports not printed, incorrect amounts reflected in the report.
- Create entry into Jira and work on these issues but running the same job stream in test environment using the same input files and trace down where the issue occurred and fix the program or sometimes the file contents are anomalous.
- Follow up with the Business users the cause of these issues and fix the problem and promote them in production.
- Utilize Unisys 2200 COBOL, ECL, ECLIPSE, AMDAR, ALFA, VSAM
- Oversee and provide day-to-day guidance to the team regarding requests on development, enhancement and maintenance of the system.

- Provide technical direction in running mainframe processes during volume tests.
- Directly interface with users on change requests and address any possible impact in the mainframe applications.
- Maintain knowledge of new software (HP Exstream v8) and discover useful functions and features to share with the team.
- Initiate learnings to maintain ancient IBM Scripts.
- Review and correct IBM scripts by eliminating codes that were already converted into Postcards.
- Help in maintaining and supporting other CAS systems such as REVSTAT and FMBC by providing technical assistance in coding, testing and deployment of mainframe applications utilizing Unisys COBOL, COBOL, COBOL LE, COBOL II, Enterprise COBOL, DB2, VSAM, JCL, TSO/ISPF; File Manager, ORACLE PL/SQL, SAR, GDGs, Decision Tables and CA Deliver

**UBS Financial Services, Weehawken, NJ**

**Sept 2011 – Mar 2012**

**UBS Financial Services, Weehawken, NJ**

**Nov 2006 – Apr 2008**

**UBS Financial Services, Weehawken, NJ**

**Nov 2004 – Feb 2006**

**Project Lead/Mainframe Architect**

- Transform manual front-to-back Processes of FX structured products (under Wealth Management) into a full straight online Process.
- Solid leadership to accomplish the whole SDLC phases.
- Provide tasks, mentor and supervise the day-to-day workload of four in-house consultants.
- Code CICS/COBOL II with XML parsing logic, MQ intervention and DB2 interrogation.
- Create test cases and scenarios using MS-EXCEL based on requirements provided in Business Requirements and Technical Specification documents;
- Conduct tests in various regions with users and business analyst and present/document results and findings.
- Conduct UAT and integration testing with various groups.
- Evaluate testing results.
- Collaborate with Business Analysts for test criteria and validation sequence Processes.
- Validate information in local electronic journal and mainframe systems.
- Utilize XML code to extract, transform and load (ETL) records into a logical set of fix message format into MQ adhering to the UBS standards FIX messaging protocols.
- Implement jobs and programs into production;
- Work with Orders, Executions and Trades (OET) Database group to capture and store all trade-related activity for equities, options, mutual funds and fixed income products on a real-time basis; The system provides subscription, publication and inquiry services by product and activity.
- Coordinate with front-end application group (JAVA, ASP) for synchronization of maps and data transmission between Mainframe and Client-Server side.
- Perform analysis on business constraints and strategies regarding the streamlining of batch jobs in production.
- Communicate with users on the performance and accuracy of job enhancements and recommend immediate solutions for problems on-hand.



- Quality assurance (QA) maintenance of existing production settlement and clearing Processing of the Matchbook Reporting System (MRS), and the Margins system, interfacing with other brokerage sub-systems like Prime Broker and Market Makers.
- Develop and maintain fixed income (FI) application that deals with Municipals, Bonds, CD, Equity-linked securities and mortgage securities.
- Assist in the infrastructure and communication of OET core regarding order match/trade flow Process (edits, validation, detail, summary, notification).
- Perform FI configuration, P&S feed, reconciliation, summary, reporting and real-time trade matching.
- Follow the standards and strict control of ClearCase that controls version control of all program codes, table design, copybooks and other documents that are being maintained by the Systems Group
- Worked to assist the Systems Programmers to work on internal facilities for hardware installs/upgrades and re-IPL of Mainframe operating system.
- Worked on the blueprints to learn and install new hardware, to plan for refreshes of disks, tapes and CPUs.
- Worked with the Mainframe Infrastructure Team and IBM to identify configuration requirements and document them, determine installation timelines and their refresh times, identify data center requirements and facilitate implementation of server refreshes.
- Streamline and maintain the mutual fund reconciliation Process (MFGI system) on priced orders, order creation, order exchanges, order cancel, cancel exchanges, order drops and order replaces using COBOL II, CICS, DB2, MQ, Message Broker; Perform CICS background Processing.
- Schedule all components to be migrated to production.
- Participate in the enhancement of interactive messaging for real-time matching (RTTM) of NSCC fixed income products.
- Develop batch and online programs which line to MSRB or NASD to facilitate matching and settlement.
- Use SWIFT message structure to format RTTM messages for real-time input of trade data for matching or price reporting purposes.
- Create threshold criteria for the messages that could be loaded into MQ to prevent damaging intraday data and to eliminate significant errors during reconciliation.
- Utilize COBOL II/III, CICS, VSAM, DB2 Ver.8, Stored Procedures, PL/1, PL/SQL, JCLs, TSO/ISPF, MQ Series, CICS MRO (multi region option); INTERTEST, CEBR, SWIFT, DB2 Ver. 8, SPUFI, PLATINUM, SAR, CHANGEMAN, STARTOOL, FileAid, SharePoint

**Citibank, Wilmington, DE**  
**Mainframe Programmer**

**Aug 2010 - Jul 2011**

- Work on a new government regulatory compliance for OFAC which is a screening Process for check print and email services to be integrated into the EDI application system.
- Check transactions (EDI 820) sent to CITI via EDI is sent to NESS (Name and Entity Screening System) through MQ Series for screening Process; The MQ serves as a channel to send and receive responses to/from EDI and NESS; Warehouse DB2 updates, history and reconciliation Processes are done on the mainframe application.

- Work on different EDI format such as ACH Return into EDI 827, Paid Check Items into EDI 821, Lockbox Items into EDI 823, Issuances into EDI 828 and Control Totals into EDI 831.
- Create JCL jobs, procs, maps, DB2 table requests, DCLGENs, COBOL ENT coding; DB2/CICS coding; Unit and UAT testing and implementation.
- Identify the IP addresses and Firewalls to be setup in JCLs where the data is to be sent to various clients.
- Participate in daily project meetings for enhancements and design changes.
- Create project plans according to project phases and present them for management decision and approval.
- Utilize COBOL ENT, CICS, DB2 Ver.8, MQ, VSAM, GDGs, Changeman, InfoMan, OPCC Scheduling, TCP/IP and Firewall

**EmblemHealth, New York, NY**  
**Lead Mainframe Programmer**

**Aug 2009 – Aug 2010**

Work on a new application that sends certain claims to Orthonet for claim audit that meets the company's internally set threshold values; These claims are sent via Health Care Claim Transaction File (EDI 837P) from QCare after the batch claims adjudication and Process is complete and claim is in pre-financial status; Orthonet would then recommend either denial or payment by sending us another file (via EDI 277U).

- Accomplish the whole phase of SDLC from data gathering, system analysis, technical and functional design, coding, testing and implementation.
- Utilize COBOL II, TS Queues, MQ Series, with XML data parsing between Orthonet (EDI 837P) & EmblemHealth (EDI 277U).
- Generate programs to encrypt the files and transmit/exchange them via MFT (secure Process).
- Participate in the manual testing of the application with assistance from the QA/UAT Team.
- Create test scenarios and test database all across other applications to make sure that all files are logically in-sync.
- Perform full-cycle test and document each test conditions and results;
- Work on the Billing System of the company using Customer1.
- Upgrade the billing process with the integration of web based applications in MS-SQL Server database and pass information into the Customer Service agents which is also being handled and maintained by Customer1.
- Provide program specs and documentation using MS-WORD and MS-VISIO for business presentation and signoffs.
- Coordinate with other application groups for system interface and external Processes.
- Prepare all files, databases, target records in QA region for UAT and integration testing.
- Facilitate in the implementation of all components (JCLs, PROCs, copybooks, key records, maps and programs) into production environment.
- Utilize COBOL II, JCL, TSO/ISPF, PROCs, SYNC SORT, VSAM, DB2 Ver.8, SQL, SPUFI, TSQ, TDQ, MQ Series, XML, EDI 837P, EDI 277U, BMS, FileAid, XPEDITER, LIBRARIAN, MS-WORD, MS-VISIO, SharePoint

**Orange & Rockland Utilities, Nyack, NY****Mar 2009 – Jul 2009****Programmer Analyst**

- Accomplish system testing, functional and integration testing for the retirements of Power Plant System.
- Work Management System (WMS) serves as the source for asset data that interface with Property Records System and Power Plant System.
- Code CICS/DB2, online & batch coding, DB2 interrogation using Stored Procs and Triggers, integration testing and implementation of programs, tables and screens to be passed onto JAVA, ASP and .NET applications SOA protocols & standards.
- Perform modification, enhancements, new screen developments, unit and integration testing to consolidate features of Power Plant System into the existing PLUS system.
- Perform online enhancements and batch developments (COBOL II, JCL, DB2, VSAM) to effectively monitor security application on the mainframe side and at the same time, create shell scripts in-line with the security changes in the mainframe world;.
- Prepare test plans and test cases for Unit testing, Regression testing, QA/UAT Testing.
- Instituted QA Processes and testing parameters, automation scripts, templates, test databases, scenario libraries, performance testing and benchmarks for major system changes and releases, and training of business analysts during UAT.
- Utilize MVS/XA, DB2 Ver. 8, SQL, SPUFI, DB2 Stored Procedures, SQL Triggers, COBOL II, CICS, SDF, GDG, JCL, VSAM, UNIX and MS-Excel; Utilize IBM utilities such as IDCAMS, DF/SORT, IEBCOPY, IEFBR14, FILEMANAGER, IBM DEBUGGER

**Jefferies & Company, Exchange Place, NJ****May 2008 – Dec 2008****Lead Programmer Analyst**

- Convert current protocols/message formats to preferred industry standard FIX format using Message Queuing (MQ) to satisfy the fix messaging system of Jefferies that will feed other online applications throughout the company.
- Participate in providing DB2 data objects and models to facilitate in the design of an SOA architecture within the company to feed the front-end application system.
- Perform system integration and conversion from IDEAL to COBOL II programs with major changes in logical and physical design.
- Perform system analysis and design, code and implement COBOL II/CICS and batch programs and maps;.
- Change IDEAL based screen programs into BMS with CICS/COBOL II to suit the Datacom database.
- Code and enhance CICS/COBOL II and COBOL III to reconcile trade allocation feeds and generate real time acknowledgement and to link these allocations into executions for analysis and reporting.
- Develop and automate functions to perform mass cancels/corrects in large volumes for the P&S group in support of the Program Trading Desk using dynamic SQL.
- Utilize MVS OS/390, DB2, Dynamic SQL, MQ, Stored Procedures, Enterprise COBOL, CICS, Changeman, GDG, JCL, VSAM, MS Project and Excel; Utilize IBM utilities such as IDCAMS, IEFBR14, IEBCOPY; DF/SORT, DB2 Ver. 8

**Broadridge (ADP), Journal Square, NJ****Mar 2006 – Nov 2006****Lead Programmer Analyst**

- Work on RBC Dain Conversion project.



- Develop new Broker Reg Screen to incorporate fields that RBC Dain uses for extraction to CheckFree and various trade edits/inquiry purposes.
- Work on Real-Time Blue Sky, Managed Accounts, and other BPS/A distributed infrastructure to ensure adequate performance and capacity.
- Work on MCGU (Mutual Fund Commission System) to read new B1's for inactive representatives and dollar threshold whenever edits are performed;
- Created enhancements to the MFRS Networking System to produce reports of fund conversion received on same day, and position report that where received in the DTCC networking position file.
- Data conversion from VSAM to DB2 databases.
- Convert other applications from IDMS to DB2.
- Utilize Cullinet in IDMS to access/transform database information and convert them into DB2.
- Maintain version control of programs and copybooks using Endeavor and perform sign-in and sign-out for other group's utilization of their programs.
- Process of ACATS/Non-ACATS transfer requests to DTC.
- Enhance account transfer on ACATS, mutual funds re-registration and physical certificate Processing.
- Furnish clearing firm RBC Dain for access to funds and securities for them to enter orders.
- Utilize MVS/XA, COBOL II/III, CICS, VSAM, DB2 Ver 8, DB2 Stored Procedures, PL/1, PL/SQL, JCLs, MQ Series, CICS MRO; INTERTEST, CEBR, SWIFT, SPUFI, PLATINUM, SAR, ENDEAVOR, CHANGEMAN, STARTOOL, FileAid

**Credit Suisse First Boston (CSFB), New York, NY****Apr 2004 – Nov 2004****Programmer Analyst**

- Develop and implement a Processing engine for Redemption System; This application handles the monitoring, Processing and distribution of redemption events on government, municipal and corporate bonds and money market instruments.
- Code, test and implement batch COBOL II, CICS/COBOL II and interface with DB2, XML and LDER tables using HPS system.
- Utilize INTERTEST, JCL, PL/1, PL/SQL, FILEAID, MS-EXCEL, DB2 Ver. 5, SPUFI, PLATINUM

**Munich Reinsurance America, Princeton, NJ****Aug 2002 – Apr 2004****Data Analyst/Architect**

- Perform all phases of SDLC to implement batch and online programs to facilitate the data movement from DataStage to Mainframe and vice versa.
- Code ETL programs and objects for data mapping and extraction to meet data conversion requirements.
- Design and develop ETL jobs, scheduling and monitoring Process.
- Create ETL documentation using data flow diagrams, rule-sets/thresholds and mappings.
- Perform data analysis and data cleansing Process to extract, transform and load (ETL) the data into DB2 instance using XML data format.
- Maintain legacy billing that issues user transactions/statements and updates DB2 databases.

- Provide functional/technical documentation for technical personnel and business users using MS-VISIO; Create test scenarios/scripts and execute them using QuickTest or TestDirector.
- Code ETL jobs and routines to Process error handling, batch control and FTP Process.
- Code DataStage data mapping programs with selection criteria for DB2 ETL Process.
- Code COBOL II/DB2 programs to generate cross reference tables to be utilized and loaded into SAP.
- Leverage SAP Data Services and ETL to extract the source data in Mainframe and load/store them in ORACLE DB.
- Involve in the technical feasibility testing and integration testing for both legacy and SAP to ensure accuracy, consistency and compliance with business rules and guidelines.
- Utilize MVS OS/390, COBOL II, CICS, DB2 Ver. 5, SAP, MQSeries, VSAM, ORACLE, TOAD, DataStage ETL, SQL-PLUS, MS-ACCESS, Stored Procedures, QuickTest, TestDirector, JCL, FILEAID, FTP, XML, VISIO, UNIX

**Bank Of America (Merrill), NY & NJ****Dec 1997 – Jul 2002****Project Leader/SA/Programmer**

- Design, code, test, implement and maintain CICS/DB2 application for Broadcort/Citation System to support its Financial Data Services, specifically the retail offering of domestic mutual funds to the Introducing Firm (IF) clients, order execution, settlement, record keeping and maintenance.
- Develop an online application that determine fair value of futures OPTIONS to provide quicker responses to order placements and calculated market risks and evaluated OPTION premiums in real time.
- Generate logical Processes to analyze volatility relationships within the futures and OPTIONS complex, particularly its historical relationship to other products.
- Direct conceptual, strategic, and tactical creation of robust and integrated online and batch solutions utilizing COBOL II, CICS (with multi region Processing), DB2 and MQ Series.
- Perform QA testing on referential data integrity between tables and initiate performance testing with other applications which uses the same data and Processes.
- Setup and manage programs, jobs, PROCs and copybooks to be migrated to PROD using ENDEAVOR.
- Design and implement MQ interface to serve as repository of introducing firm's information and create Trigger Level parameters to execute another transaction and produce output file by running a batch Process following the parameters for SOA architecture.
- Interrogate Security Master database using the record captured from MQ and verify financial information for the Processing of financial transaction depending on the request received from MQ.
- Use FTI application to fix and standardize decimalization routines for the Citation system; Streamline the MQ Series design for effective and accurate flow of Processing of records.
- Define/generate CICS/DB2 programs to automate fund transfer Process for conversion, support IF firm trading, physical clearance, settlement, commission calculations and reconciliation, and ensure that Sharelot is updated from conversion and maintained to effect the correct trailing commission payments and CDSC calculation.

- Perform CICS background Processing using batch job.
- Utilize IBM Merva, MVS, COBOL II, CICS, PL/1, PL/SQL, DB2 Ver. 5, DB2 Stored Procedures, SYNC SORT, JCL, VSAM, GDGs, MQ Series, TD Queues, INTERTEST;
- Develop a real-time trade and settlement date position database (GCDB) to interface Online Trades Processing (OLTP) system and securities settlement systems to show up-to-the-minute collateral availability.
- Utilize DB2, Triggers and JAVA (front-end) application.
- Supervise and manage day-to-day activities/workload of two consultants.
- Provide program specifications to these consultant and direct to the company's protocols.
- Design and implement data models to determine and classify parent/child relationship.
- Create and implement indexes for each table defined in the data model.
- Provide database management, converting the old VSAM and QSAM access method into DB2 to maximize the use of all collaterals in the firm, reduce fails and find additional sources of raising cash.
- Manage and enhance cross reference databases for mutual products with pricing and other FC's commission rates;
- Generate viewing capabilities to Treasury, Asset and Liability Management (ALM), Risk Management and Global REPO Operations.
- Utilize Security Master database to populate GCDB tables by capturing related data and maintain the newly defined tables to be in-sync with Security Master.
- Link to FTI application for calculation/determination of T+1 settlements from open date.
- Using FTI application, create programs to consolidate the information and distribute them to internal/external users.
- Provide documentation and user's references of internal codes and their interpretations in the programs which is part of the system analysis documentation for the group;
- Create MQ Series application to hold different data structures according to its application source and create NEON rules per data conditions inside MQ.
- Initiate online transaction using trigger levels in MQ to clean up other MQ series which is a perpetual transaction as long as the MQ is open and active in mainframe.
- Create NEON rules to capture/filter pertinent data from other platforms to be Processed by a DB2 application.
- Interface with COGNOS to generate dynamic SQL codes for users to apply for the creation of input data to be fed to DB2 in mainframe.
- Utilize COBOL II/CICS and CICS/DB2 programs, DB2 Stored Procedures, DB2 Ver. 5, INTERTEST, MVS, FILE-AID, SYNC SORT, HTML, SPUFI, PL/1, PL/SQL, VSAM, TDQs, EDI, MQ Series;
- Enhance and maintain Portability System (Mutual Funds) to enable outside broker/dealers to trade company's asset management (MLAM) mutual funds to outside customers.
- Work on the branch office security system (BOSS) which facilitates/maintains individual's security access to the company's CICS network at the West Street and Teleport Datacenters.
- Support the maintenance of Trust Application System written in CICS, COBOL II, VSAM and IDMS.
- Function trimmings and enhancements of programs. Project was put on-hold (contract not finished) per management decision.

- Utilize COBOL II/CICS, FILEAID, VSAM, EASYTRIEVE+, SYNCSORT, IDMS, JCLs, PROCs, MS-WORD, MS-VISIO

**Reference Form**

## Reference 1

Name of the Client	Social Security Administration
Name of the Reference	Raj Nair
Email	<a href="mailto:raj.nair@ssa.gov">raj.nair@ssa.gov</a>
Contact No.	410-206-8932
Designation	Project Leader

## Reference 2

Name of the Client	UBS Financial Services
Name of the Reference	Taras Gural
Email	<a href="mailto:taras.gural@ubs.com">taras.gural@ubs.com</a>
Contact No.	201-352-3000
Designation	Project Manager

## Reference 3

Name of the Client	Consolidated Edison (ConEd)
Name of the Reference	Orlando Hernandez
Email	<a href="mailto:orlando.hernandez@coned.com">orlando.hernandez@coned.com</a>
Contact No.	800-752-6633
Designation	Department Manager



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

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

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

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000040406  
**Vendor Name :** OLAN Associates LLC  
**Address :** 405 Park Avenue  
**Street :** 405 Park Avenue  
**City :** Baltimore  
**State :** Maryland **Country :** United States **Zip :** 21201  
**Principal Contact :** Anyi Elekwachi  
**Vendor Contact Phone:** (202) 255-9046 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

  
**Vendor Signature X** **43-2112146** **03/28/2024**  
**FEIN#** **DATE**

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

**ADDITIONAL INFORMATION**

Addendum No. 5

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

No other changes.

**INVOICE TO****SHIP TO**

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

CHARLESTON WV  
 US

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	1	\$96.30	\$96.30

Comm Code	Manufacturer	Specification	Model #
81111600			

**Extended Description:**

See Exhibit "A"

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

**SCHEDULE OF EVENTS**

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

**SOLICITATION NUMBER: CRFQ DMV2400000003**  
**Addendum Number: 5**

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

**Applicable Addendum Category:**

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

**Description of Modification to Solicitation:**

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

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

**Terms and Conditions:**

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

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

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

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

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

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

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

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

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

**A4. Yes. No specific requirements or formats.**

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

**A5. No. Smart Shared Services.**



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

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

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

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

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

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

**A8.** No

**Q9.** Please confirm the anticipated number of awards.

**A9.** One

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

**A10.** Yes

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

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

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

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

**Q13.** Can the work be performed remotely?

**A13. No**

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

**A14. Yes**

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

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

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

**A16. Yes**

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

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

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

**A18. No**

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

**A19. Yes**

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

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

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

**A21. Upon award.**

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

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

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

**A23. There is no such requirement.**

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

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

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

**A25. Eight FTEs are not required.**

**No.**

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

**A26. One per candidate. See Specifications, Section 3.1**

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

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

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

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

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

**A29. There is no requirement for this.**

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

**A30. At least one per candidate.**

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

**A31. Yes, See Specification 5.1.4**

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

**A32. See Specifications Section: 3**

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

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

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

**A34. See instructions to vendors submitting bids.**

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

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

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

**A36. This information will not be provided.**

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

**A37. Six (6)**

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

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

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

**A39. Smart Shared Services.**

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

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

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

**A41.** See **A40**

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

**A42.** See **A7**

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

**A43.** None

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

**A44.** No

**Q45.** How many vendors do you intend to award?

**A45.** One

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

**A46.** Yes, provided they meet specifications.

**Q47.** How many interviews happen prior to offer?

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

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

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

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

**A49. One**

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

**A50. This information will not be shared.**

**Q51.** Is this an old contract or new contract?

**A51. New contract**

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

**A52. Upon award.**

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

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

**Q54.** How many resumes are we supposed to submit?

**A54. One per candidate.**

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

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

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

**A56. See A7 and A15**

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

**A57. No**

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

**A58. See A40**

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

**A59. Six (6)**

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

**A60. Please see Specifications Section: 6.1.**



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

**A61. Yes**

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

**A62. No**

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

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

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

**A64. See A28**

**Q65.** Could you please provide the list of holidays?

**A65.** See Attached Calendar or use the link below.

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

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

**A66. No**

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

**A687. One per candidate**

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

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

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

**A69. Onsite**

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

**A70. See instructions to vendors submitting bids.**

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

**A71. Yes**

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

**A72. See Specifications Section: 3.5.**

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

**A73. New**

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

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

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

**A75. One per candidate**

**Q76.** Interviews will be conducted in person/virtually.

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

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

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

**A77. Mandatory**

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

**A78. See instructions to vendors submitting bids.**

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

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

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

**A80. Yes, Smart Shared Services.**

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

**A81. See A7**

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

**A82. See A15**

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

**A83. Six (6)**

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

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

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

**A85. See A15**

**Q86.** Is there any local preference for this contract?

**A86. No**

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

**A87.** This will not be shared.

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

**A88.** No

**Q89.** Is sub-contracting required for this contract?

**A89.** No

**Q90.** How many vendors agency is planning to select?

**A90.** One

**Q91.** Is there any Performance Bond for this contract?

**A91.** No

**Q92.** What is the mainframe system?

**A92.** DB2/CICS, IBM Enterprise Database

**Q93.** What is the language used to support?

**A93.** Cobol

**Q94.** On site or remote?

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

**Q95.** Years of experience required?

**A95. See Specifications Section: 3**

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

**A96. See A15**

**Q97.** What is the tentative budget for this project?

**A97. This will not be provided.**

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

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

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

**A99. One per candidate**

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

**A100. There is no additional bid packet.**

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

**A101. No**

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

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

**A102. No**

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

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

**A103. Yes**

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

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

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

**A105. See Specifications Section: 3.**

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

**A106. No**

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

**A107. No**

**Q108.** Is any travelling involved for these positions?

**A108. No**

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

**A109. See A28**

**Q110.** Will there be a pre bid meeting?

**A110. See Section 3 instructions to vendors submitting bids.**

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

**A111. See instructions to vendor submitting bids.**

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

**A112. See instructions to vendor submitting bids.**



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

**A113. There is no limit.**

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

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

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

**A115. Yes**

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

**A116. See A28**

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

**A117. No**

**Q118.** What is the overall budget for this contract?

**A118. This will not be provided.**

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

**A119. No**

# wvOASIS Biweekly Pay Schedule

## West Virginia State Treasurer's Office

# 2024



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



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

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

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

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

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

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

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

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DMV240000003**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

OLAN Associates LLC

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Company

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Authorized Signature

03/28/2024

---

Date

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



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

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

<b>Proc Folder:</b> 1381091			<b>Reason for Modification:</b>
<b>Doc Description:</b> Mainframe Application Programmer Technical Staffing Services			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-03-05	2024-03-19 13:30	CRFQ 0802 DMV2400000003	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000040406  
**Vendor Name :** OLAN Associates LLC  
**Address :** 405 Park Avenue  
**Street :** 405 Park Avenue  
**City :** Baltimore  
**State :** Maryland **Country :** United States **Zip :** 21201  
**Principal Contact :** Anyi Elekwachi  
**Vendor Contact Phone:** (202) 255-9046 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

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

**Vendor Signature X** **43-2112146** **03/28/2024**  
**FEIN#** **DATE**

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

**ADDITIONAL INFORMATION**

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	1	\$96.30	\$96.30

Comm Code	Manufacturer	Specification	Model #
81111600			

**Extended Description:**

See Exhibit "A"

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

**SCHEDULE OF EVENTS**

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

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

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

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

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

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

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

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

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

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

Question Submission Deadline:

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

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

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ 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 wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time:

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](http://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](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

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

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

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

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

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

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

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

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

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

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

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

## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of \_\_\_\_\_  
\_\_\_\_\_. 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

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



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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \_\_\_\_\_ 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](http://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](mailto:purchasing.division@wv.gov).

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

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

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

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

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

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

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



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

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

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

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

(Printed Name and Title) Anyi Elekwachi, President/CEO

(Address) 405 Park Avenue, Baltimore, MD 21201

(Phone Number) / (Fax Number) (202) 255-9046/(240) 767-4900

(email address) rfps@olanassociates.com

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

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

OLAN Associates LLC

(Company)

(Signature of Authorized Representative)

Anyi Elekwachi, President/CEO | 03/28/2024

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

(202) 255-9046 / (240) 767-4900

(Phone Number) (Fax Number)

rfps@olanassociates.com

(Email Address)

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

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**SPECIFICATIONS**

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

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

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

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

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

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

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

**2.12 “FMCSA”** means the Federal Motor Carrier Safety Administration

**2.13 “JCL”** means Job Control Language.

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

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

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

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

**3.1.** The Application Programmer Analysts must have at least (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.

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

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

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Mainframe Application Programmer Analysts

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**4. MANDATORY REQUIREMENTS:**

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

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

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

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

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

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

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

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

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

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

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

**5. VENDOR RESPONSIBILITIES:**

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

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

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

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

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

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- 5.1.4.** If during the term of the Delivery Order the candidate(s) placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to the Agency within one (1) business day, explaining the circumstances of the departure, and must replace the candidate(s) with another candidate(s) meeting or surpassing all the requirements for the classification listed sections 3 and 4 to maintain continuity of services. Vendor must provide the Agency a list of potential candidates for replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendor must provide documentation and resumes for every candidate which indicates their meeting the classification. Vendors may send multiple resumes so that the agency may make the selection. Any interruption of service greater than (10) business days will be grounds for cancellation of the Delivery Order.
- 5.1.5.** The successful vendor and candidates must comply with all Agency policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice.
- 5.1.6** Prior to award, all personnel performing services for the candidates being supplied under the resulting shall be subject to initial and periodic background checks. In the case of a disqualification due to a criminal background refusal, the basis for disqualification shall be a conviction of any felony or crime related to theft, gambling or involving moral turpitude. Upon award, Vendor will work with WVDMV personnel to identify personnel that complete the necessary background check requirements.

**5.2. DUTIES AND RESPONSIBILITIES OF THE AGENCY:**

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



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Mainframe Application Programmer Analysts

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

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

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

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

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

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

## 6. CONTRACT AWARD:

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

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Mainframe Application Programmer Analysts

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

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

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

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

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Mainframe Application Programmer Analysts

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

**11. VENDOR DEFAULT:**

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

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

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

**11.2.3.** Any other remedies available in law or equity.

**12. MISCELLANEOUS:**

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

**Contract Manager:** Anyi Elekwachi

**Telephone Number:** (202) 255-9046

**Fax Number:** (240) 767-4900

**Email Address:** rfps@olanassociates.com

**CRFQ DMV24\*03 - EXHIBIT A - PRICING PAGE**

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

**This amount is for evaluation purposes only**

**CRFQ DMV24\*03 - EXHIBIT A - PRICING PAGE**

TOTAL INSTALLATION & DELIVERY COST										
LOCATION - 5707 MacCorkle Avenue, S.E., Charleston, WV 25304										
Item Number	Quantity	Description	Unit Price Year 1	YEAR 1 TOTAL	Unit Price Year 2	OPTIONAL YEAR 2 TOTAL	Unit Price Year 3	OPTIONAL YEAR 3 TOTAL	Unit Price Year 4	OPTIONAL YEAR 4 TOTAL
1	20,000 (8x2500 hrs)	Application Programmer Analyst Contract Cost for 1 year based on hourly rate	\$96.30	1926000	\$96.30	1926000	\$99.30	1986000	\$99.30	1986000
<b>Total</b>										

**This amount is for evaluation purposes only**



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

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

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


**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000040406  
**Vendor Name :** OLAN Associates LLC  
**Address :** 405 Park Avenue  
**Street :** 405 Park Avenue  
**City :** Baltimore  
**State :** Maryland **Country :** United States **Zip :** 21201  
**Principal Contact :** Anyi Elekwachi  
**Vendor Contact Phone:** (202) 255-9046 **Extension:**

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

  
**Vendor Signature X** **43-2112146** **03/28/2024**  
**FEIN#** **DATE**

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

**ADDITIONAL INFORMATION**

Addendum No. 5

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

No other changes.

**INVOICE TO****SHIP TO**

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

CHARLESTON WV  
 US

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	1	\$96.30	\$96.30

Comm Code	Manufacturer	Specification	Model #
81111600			

**Extended Description:**

See Exhibit "A"

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

**SCHEDULE OF EVENTS**

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



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

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions