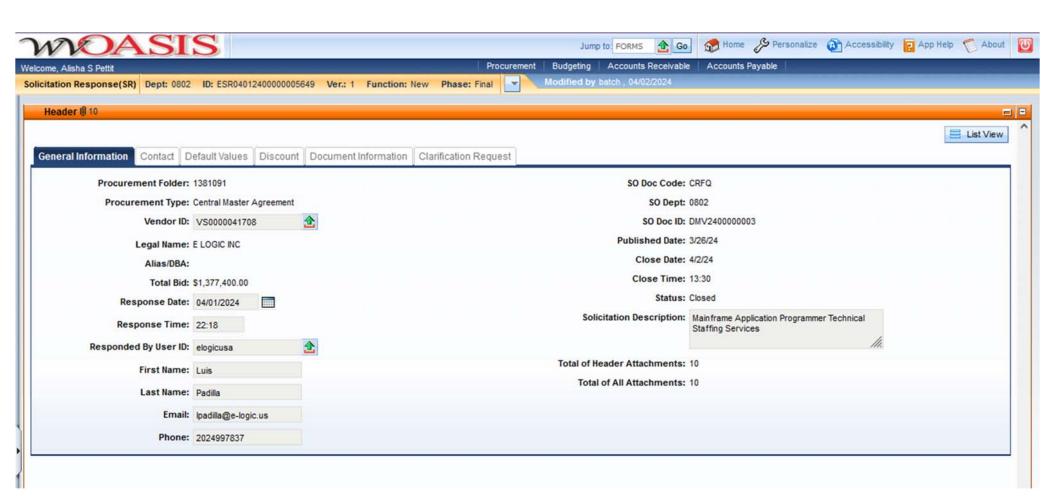
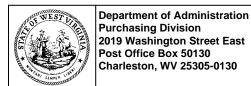


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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





State of West Virginia Solicitation Response

Proc Folder: 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 ESR04012400000005649
 1

VENDOR VS0000041708

E LOGIC INC

Solicitation Number: CRFQ 0802 DMV2400000003

Total Bid: 1377400 **Response Date:** 2024-04-01 **Response Time:** 22:18:04

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Apr 4, 2024
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Mainframe Application Programmer	0.00000			1377400.00
	Technical Staffing Services				

Comm Code	Manufacturer	Specification	Model #	
81111600				

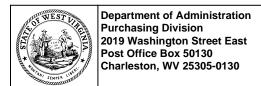
Commodity Line Comments:

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.

Date Printed: Apr 4, 2024 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



State of West Virginia Centralized Request for Quote

Proc Folder: 1381091

Doc Description: Mainframe Application Programmer Technical Staffing Services

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2024-03-18
 2024-03-26
 13:30
 CRFQ
 0802
 DMV2400000003
 2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: E-Logic, Inc.

Address: 2000 Pennsylvania Avenue NW STE 7000

Street:

City: Washington

State: D.C. Country: USA Zip: 20006

Principal Contact: Luis Padilla, President and CEO

Vendor Contact Phone: (202)499-7837 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 51-0629765

DATE 04/01/24

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

Date Printed: Mar 18, 2024 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 1

To move bid opening date to allow time for the Agency to respond to all vendor questions and also allow vendors time to adjust to the responses.

Bid Opening Date is moved to 3/26/24 at 1:30 pm., est.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	Hour	\$68.87	\$1,377,400.00

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

SOLICITATION NUMBER: CRFQ DMV2400000003 Addendum Number: 1

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:

\boxtimes	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 move bid opening date and time to March 25, 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.

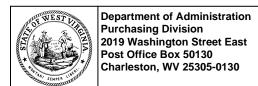
ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV2400000003

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.

necess	necessary revisions to my proposar, plans and/or specification, etc.							
	Addendum Numbers Received: (Check the box next to each addendum received)							
	\boxtimes	Addendum No. 1		Addendum No. 6				
		Addendum No. 2		Addendum No. 7				
		Addendum No. 3		Addendum No. 8				
		Addendum No. 4		Addendum No. 9				
		Addendum No. 5		Addendum No. 10				
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding. E-Logic, Inc.								
Company Authorized Signature								
				04/01/24				
				Date				

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



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

Proc Folder: 1381091

Reason for Modification:

Doc Description: Mainframe Application Programmer Technical Staffing Services

CRFQ

Addendum No. 2

Proc Type:

Central Master Agreement

Date Issued

Solicitation Closes Solicitation No Version

2024-03-19

2024-03-26 13:30 0802

DMV2400000003

3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: E-Logic, Inc.

Address: 2000 Pennsylvania Avenue NW STE 7000

Street:

City: Washington

Zip: 20006 Country: USA State: D.C.

Principal Contact: Luis Padilla

Vendor Contact Phone: (202)499-7837 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 51-0629765

DATE 04/01/24

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

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Mar 19, 2024 Page: 1

ADDITIONAL INFORMATION

Addendum No. 2

To correct typo, the correct bid opening date is March 26, 2024

Bid Opening Date remains 3/26/24 at 1:30 pm., est.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	Hour	\$68.87	\$1,377,400.00

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

SOLICITATION NUMBER: CRFQ DMV2400000003 Addendum Number: 2

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	Applical	e Add	lendum	Category
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	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
\boxtimes	Correction of error
	Other

Description of Modification to Solicitation:

- 1. To correct typo the correct bid opening date is March 26, 2024 at 1:30 pm est.
- 2. Bid opening date and time remain March 26, 2024, at 1:30 pm., est.
- 3. 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.

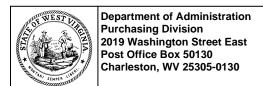
ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV2400000003

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.

necessary revisions to my proposal, plans and/or specification, etc.							
Adder	ıdum N	umbers Received:					
		x next to each addendum recei	ived)				
	\boxtimes	Addendum No. 1		Addendum No. 6			
	\boxtimes	Addendum No. 2		Addendum No. 7			
		Addendum No. 3		Addendum No. 8			
		Addendum No. 4		Addendum No. 9			
		Addendum No. 5		Addendum No. 10			
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.							
				E-Logic, Inc.			
Company							
				Authorized Signature			
				04/01/24			
				Date			

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



State of West Virginia Centralized Request for Quote

Proc Folder: 1381091

Reason for Modification:

Doc Description: Mainframe Application Programmer Technical Staffing Services

Addendum No. 3

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2024-03-21
 2024-03-28
 13:30
 CRFQ
 0802
 DMV2400000003
 4

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: E-Logic, Inc.

Address: 2000 Pennsylvania Avenue NW STE 7000

Street:

City: Washington

State: D.C. Country: USA Zip: 20006

Principal Contact: Luis Padilla

Vendor Contact Phone: (202)499-7837 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 51-0629765 DATE 04/01/24

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

Date Printed: Mar 21, 2024 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 3

To move Bid opening date to March 28, 2024 at 1:30 pm., est.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	Hour	\$68.87	\$1,377,400.00

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

Date Printed: Mar 21, 2024 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

SOLICITATION NUMBER: CRFQ DMV2400000003 Addendum Number: 3

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	itegory:	Ca	endum	dd	A	ble	ical	ppl	A
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\boxtimes	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 move bid opening date and time to March 28, 2024, at 1:30 pm., est.
- 2. 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.

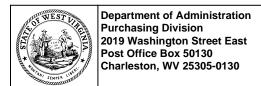
ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV2400000003

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 bo	x next to each addendum recei	ived)						
	\boxtimes	Addendum No. 1		Addendum No. 6					
	\boxtimes	Addendum No. 2		Addendum No. 7					
	\boxtimes	Addendum No. 3		Addendum No. 8					
		Addendum No. 4		Addendum No. 9					
		Addendum No. 5		Addendum No. 10					
further discuss	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. E-Logic, Inc.								
	Company								
	Authorized Signature 04/01/24								
	Date								

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



State of West Virginia Centralized Request for Quote

Proc Folder: 1381091

Doc Description: Mainframe Application Programmer Technical Staffing Services

Reason for Modification:

Addendum No. 4

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2024-03-25
 2024-04-02
 13:30
 CRFQ
 0802
 DMV2400000003
 5

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: E-Logic, Inc.

Address: 2000 Pennsylvania Avenue NW STE 7000

Street:

City: Washington

State: D.C. Country: USA Zip: 20006

Principal Contact: Luis Padilla, President and CEO

Vendor Contact Phone: (202)499-7837 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 51-0629765 DATE 04/01/24

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

Date Printed: Mar 25, 2024 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

Addendum No. 4

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

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	Hour	\$68.87	\$1,377,400.00

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

Date Printed: Mar 25, 2024 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

SOLICITATION NUMBER: CRFQ DMV2400000003 Addendum Number: 4

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:

\boxtimes	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 move bid opening date and time to April 2, 2024, at 1:30 pm., est.
- 2. 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.

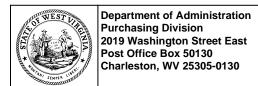
ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV2400000003

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.

		umbers Received: x next to each addendum recei	(ved)	
	\boxtimes	Addendum No. 1		Addendum No. 6
	\boxtimes	Addendum No. 2		Addendum No. 7
	\boxtimes	Addendum No. 3		Addendum No. 8
	\boxtimes	Addendum No. 4		Addendum No. 9
		Addendum No. 5		Addendum No. 10
further discuss	underst	tand that that any verbal representation	sentatio atives a	denda may be cause for rejection of this bid. I n made or assumed to be made during any oral nd any state personnel is not binding. Only the fications by an official addendum is binding.
				E-Logic, Inc.
				Company
				Authorized Signature 04/01/24
				Date

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



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

Proc Folder: 1381091

Reason for Modification:

Doc Description: Mainframe Application Programmer Technical Staffing Services

CRFQ

Addendum No. 5

Proc Type:

Central Master Agreement

Date Issued

Solicitation Closes Solicitation No Version

2024-03-26

2024-04-02 13:30 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:

Vendor Name: E-Logic, Inc.

Address: 2000 Pennsylvania Avenue NW STE 7000

Street:

City: Washington

Country: USA **Zip**: 20006 State: D.C.

Principal Contact: Luis Padilla, President and CEO

Vendor Contact Phone: (202)499-7837 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN#

51-0629765

DATE 04/01/24

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

FORM ID: WV-PRC-CRFQ-002 2020/05 Date Printed: Mar 26, 2024 Page: 1

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	Hour	\$68.87	\$1,377,400.00

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

SOLICITATION NUMBER: CRFQ DMV2400000003 Addendum Number: 5

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	Applical	e Add	lendum	Category
------------------------------	----------	-------	--------	----------

	Modify bid opening date and time.
	Modify specifications of product or service being sought
\boxtimes	Attachment of vendor questions and responses
	Attachment of pre-bid sign-in sheet
	Correction of error
\boxtimes	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.
- A12. Onsite at 5707 MacCorkle Avenue, S.E., Charleston, WV 25304

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

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 year 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 contact?
- 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. entitie	Would you be accepting references from public as well as commercial es?
A88.	No
Q89.	Is sub-contracting required for this contract?
A89.	
71001	
000	How many yanders aganay is planning to coloct?
	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?
	Cobol
AJJ.	CODOI
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.

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.

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

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?
	The agency is seeking one firm, fixed price for Application immer 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
044=	
	Could you please provide a template for the technical proposal?
A117.	No
Q118.	What is the overall budget for this contract?
	This will not be provided.
	Does the vendor need to submit two proposals, one for technical and er for pricing?
A119.	No

wvOASIS Biweekly Pay Schedule West Virginia State Treasurer's Office



www.wvtreasury.com 304-558-5000 / 800-422-7498

Check Hotline: (304) 558-3599







BOARD OF TREASURY INVESTMENTS





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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

2024

JANUARY											
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DECEMBER						
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22	23	24	25	26	27	28
29	30	31		,		•

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DMV2400000003

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.

(Check the bo	ox next to each addendur	n received)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
\boxtimes	Addendum No. 3		Addendum No. 8
\boxtimes	Addendum No. 4		Addendum No. 9

Addendum Numbers Received:

Addendum No. 5

X

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.

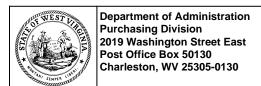
Addendum No. 10

Company

Authorized Signature
04/01/24

Date

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



State of West Virginia Centralized Request for Quote

Proc Folder:	1381091		Reason for Modification:
Doc Description:	Mainframe Application Progr		
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
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:

Vendor Name: E-Logic, Inc.

Address: 2000 Pennsylvania Avenue NW STE 7000

Street:

City: Washington

State: D.C. Country: USA Zip: 20006

Principal Contact: Luis Padilla, President and CEO

Vendor Contact Phone: (202)499-7837 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X FEIN#51-0629765 **DATE**04/01/24

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

Date Printed: Mar 5, 2024 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	Hour	\$68.87	\$1,377,400.00

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

Date Printed: Mar 5, 2024 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

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

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- **2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

5. PREDID MEETING: The item identified below shall apply to this Solicitation.
[] A pre-bid meeting will not be held prior to bid opening
[] A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

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

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

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

Question Submission Deadline:

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

Email:

- **5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- **6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

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

For Request for Proposal ("RFP") Responses Only: Submission of a re-	esponse to a Request for
Proposal is not permitted in wvOASIS. In the event that Vendor is respon	ding to a request for
proposal, the Vendor shall submit one original technical and one original of	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. Ad	ditionally, the Vendor
should clearly identify and segregate the cost proposal from the technical	l proposal in a
separately sealed envelope.	

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

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

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

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

Bid Opening Date and Time:

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

- **8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- **9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

- 10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- [] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.
- **11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- **12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- **13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- **14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- **15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

- **15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- **16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- **17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- **18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.
- **19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."
- **20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

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

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

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

- **22. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.
- **23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.
- **24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1. "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- **2.2. "Bid"** or **"Proposal"** means the vendors submitted response to this solicitation.
- **2.3.** "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- **2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- **2.9. "Vendor"** or "**Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
[] Term Contract
Initial Contract Term: The Initial Contract Term will be for a period of The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
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 withindays.

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
[] Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
[] Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
[] Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
[] Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

[] One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
[] Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
[] LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
[]
[]
[]
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed

above.

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

Vendor must maintain:		
[] Commercial General Liability Insurance in at least occurrence.	an amount of:	per
[] Automobile Liability Insurance in at least an amoun	nt of:	per occurrence.
[] Professional/Malpractice/Errors and Omission Insuper occurrence. Notwithstanding list the State as an additional insured for this type of poli	the forgoing, Vendor's a	
[] Commercial Crime and Third Party Fidelity Insurper occurrence.	ance in an amount of: _	
[] Cyber Liability Insurance in an amount of:		_ per occurrence.
[] Builders Risk Insurance in an amount equal to 100%	of the amount of the Co	ontract.
[] Pollution Insurance in an amount of:	per occurrence.	
[] Aircraft Liability in an amount of:	per occurrence.	
[]		
[]		
[]		
[]		

- **9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- **10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- **11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

[] for	•
[] Liquidated Damages Contained in the Specifications.	
[] Liquidated Damages Are Not Included in this Contract.	

- **12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- **13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- **14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.
- **15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- **16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- **18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- **19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- **21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- **22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- **23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- **24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- **25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- **26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- **27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.
- **28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- **30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

- **33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **34. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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

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

- **36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- **37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.
- **38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

- **39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.
- **40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- **41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
 - c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

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

- **44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title)
(Address)
(Phone Number) / (Fax Number)
(email address)
CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through <i>wv</i> OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.
By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.
(Company) (Signature of Authorized Representative)
(Printed Name and Title of Authorized Representative) (Date)
(Phone Number) (Fax Number)

(Email Address)

SPECIFICATIONS

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

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

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

- **2.9** "CICS" Customer Information Control System (CICS) is a family of mixed language application services that provide online transaction management connectivity for applications on IBM Mainframe systems.
- **2.10 "CD31"** means a sanitized Commercial Driver License Data File.
- **2.11 "CDLIS"** a system mandated by the Commercial Motor Vehicle Safety Act of 1986 and is a nationwide computer system that enables licensing agencies to ensure that each commercial driver has only one driver's license and one complete driver record.
- **2.12 "FMCSA"** means the Federal Motor Carrier Safety Administration
- 2.13 "JCL" means Job Control Language.
- **2.14 "PRF"** means Pseudo Random Function and is a tool utilized on an IBM mainframe system.
- **2.15 "RC/UPDATE"** is a tool that allows for programming updates to a DB2 database in an IBM mainframe environment.
- **2.16 "RC/QUERY"** is a tool that allows for programming updates to a DB2 database in an IBM mainframe environment.
- **3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - **3.1.** The Application Programmer Analysts must have at least (2) two years of paid full-time experience programming in IBM Mainframe, designing and maintaining enterprise level complex COBOL/CICS/DB2 environment. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of contract.
 - **3.2.** The Application Programmer Analysts must have at least (1) one year of paid full-time experience programming with JCL in an enterprise mainframe environment. Vendor shall provide Agency with supporting documentation, such as, a resume to support the required years of experience to meet the qualifications. Documentation should be submitted with the vendor's bid but will be required before award of bid.

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

4. MANDATORY REQUIREMENTS:

- **4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - **4.1.1** The vendor shall provide the Agency with an all-inclusive hourly rate for the contract services listed below on an open-end continuing basis. The individuals supplied by the vendor to fulfill the Contract Services must meet or exceed the mandatory requirements shown below:
 - **4.1.1.1** Mainframe Application Programmer Analysts must create and implement modifications to the WV DMV Drivers' License System to meet the AAMVA CDLIS Modernization Federal requirements which will allow WV to create a clean CDL file (CD31).
 - **4.1.1.2** Mainframe Application Programmer Analysts must perform enhancements to the DMV Driver License system to incorporate the new ACD codes as required by the Agency.
 - **4.1.1.3** Mainframe Application Programmer Analysts must perform enhancements to the DMV Drivers' License System to satisfy the requirements of the FMCSA to interface with the WV Court System to comply with the requirement that all convictions involving a Commercial Driver License holder or Commercial motor Vehicle must be added to the driver's record within (10) days from conviction date for compliance with federal law.
 - **4.1.1.4** Mainframe Application Programmer Analysts must perform enhancements to the DMV Drivers' License System as required to establish the interface with all WV DMV systems.
 - **4.1.1.5** Mainframe Application Programmer Analysts must perform enhancements to the current DMV Driver' License System to ensure compliance with changes in both Federal and State laws.
 - **4.1.1.6** Mainframe Application Programmer Analysts must perform enhancements and ensure the day-to-day operation of the DMV

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

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

5. VENDOR RESPONSIBLITIES:

- 5.1 The vendor must provide an hourly rate that is inclusive of all costs including, but not limited to federal, state and local withholding taxes, social security and Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe for the candidates must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.
 - **5.1.1.** Vendor shall provide the Agency with information for the candidates according to state and federal standards, including applications. These should be included in the bid submission along with documentation required to support the candidate's qualifications. Documents will be required prior to award of contract.
 - **5.1.2.** The Vendor's provided candidates must consistently perform the contracted duties as outlined in these specifications and in accordance with the delivery order issued against this open-end contract.
 - **5.1.3.** The successful candidates will be required to present a timesheet for approval on a weekly basis.

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

5.2. DUTIES AND RESPONSIBILITES OF THE AGENCY:

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

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

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

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

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

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

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

6. CONTRACT AWARD:

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

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

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

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

- 7. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- **8. PAYMENT:** Agency shall pay an hourly rate for up-to 2500 hours per year, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- **9. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- **10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- **10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key. Revised 2/15/2024

10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures. This includes, but is not limited to, agreeing to and

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

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

11. VENDOR DEFAULT:

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

- **11.2.2.** Immediate cancellation of one or more release orders issued under this Contract.
- **11.2.3.** Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1Contract 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 Manage	er: Luis Padilla
Telephone Numb	er: (202)499-7837
Fax Number:	-703-349-6228
Email Address:	lpadilla@e-logic.us

CRFQ DMV24*03 - EXHIBIT A - PRICING PAGE

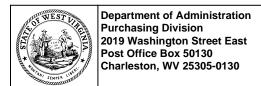
TOTAL INSTA	TOTAL INSTALLATION & DELIVERY COST									
LOCATION - !	5707 MacCorkl	e Avenue, S.E., Charleston, W	/V 25304							
Item Number	Quantity	Description	Unit Price Year 1	YEAR 1 TOTAL	Unit Price Year 2	OPTIONAL YEAR 2 TOTAL	Unit Price Year 3	OPTIONAL YEAR 3 TOTAL	Unit Price Year 4	OPTIONAL YEAR 4 TOTAL
1		Application Programmer Analyst Contract Cost for 1 year based on hourly rate		0		0		0		0
Tot										

This amount is for evaluationn 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	(8x2500 hrs)	Application Programmer Analyst Contract Cost for 1 year based on hourly rate	\$ 68.87	\$ 1,377,400.00	\$ 70.94	\$ 1,418,800.00	\$ 73.07	\$ 1,461,400.00	\$ 75.27	\$ 1,505,400.00
Total			•							

This amount is for evaluationn purposes only



State of West Virginia Centralized Request for Quote

Proc Folder: 1381091

Doc Description: Mainframe Application Programmer Technical Staffing Services

Addendum No. 5

Reason for Modification:

Proc Type: Central Master Agreement

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 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:

Vendor Name: E-Logic, Inc.

Address: 2000 Pennsylvania Avenue NW STE 7000

Street:

City: Washington

State: D.C. Country: USA Zip: 20006

Principal Contact: Luis Padilla, President and CEO

Vendor Contact Phone: (202)499-7837 Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature X

FEIN# 51-0629765 DATE 04/01/24

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

Date Printed: Mar 26, 2024 Page: 1 FORM ID: WV-PRC-CRFQ-002 2020/05

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Mainframe Application Programmer Technical Staffing Services	0.00000	Service	\$68.87	\$1,377,400.00

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

Date Printed: Mar 26, 2024 Page: 2 FORM ID: WV-PRC-CRFQ-002 2020/05

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

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Kellie Conteh

EDUCATION & CERTIFICATIONS

- 1. B.C Computer Science-New Jersey Institute of Technology, Newark, NJ
- 2. M.S. Computer Science- New Jersey Institute of Technology, Newark, NJ

EMPLOYMENT HISTORY (RECENT EXPERIENCE)

Senior Principal Software Developer

DCCA

03/2019 to present

- Working with CMS to create a new accounting system called MacFin. At the completion of the project, MacFin will replace CMS accounting system MBES used for issuing grants to states.
- Participate design walk-throughs with customers
- Participate in USM with clients and analysts
- Help with system design and architecture
- Develop code perform unit/SIT testing and documentation.

Senior Software Developer Consultant

Maximus Inc., Reston Va

10/2017 to 03/2019

- Worked on Different states (NY, NC, LA) Medicaid enrollment brokers
- Design and implement automatic Medicaid client enrollment based on eligibility and enrollment status.
- Design and implement schedule jobs and interfaces that share data with providers, insurance companies, CMS, and states Medicaid information.
- Participate in all phases of the project's development cycle from the feasibility study through the production implementation.
- Participate in definition of requirements, design walk-throughs, program testing and documentation and implementation.

Senior Software Engineer (Task Lead)

Northrop Grumman Corporation, Mclean Va

07/2015 to 10/2017

- Main Interface between client, management, developers and analysts for three projects.
- Participate in definition of requirements
- Design walk-throughs
- Perform unit/SIT testing and documentation.

Response to Request for Quotation (RFQ)

Mainframe Application Programmer Technical Staffing Services State of West Virginia

Solicitation Number: CRFQ-0802-DMV2400000003-6

April 2nd, 2024

Technical Approach

Submitted to: David H Pauline



Submitted By:

E-Logic 1025 Connecticut Avenue N.W., Suite 1000 Washington D.C. 20036 www.e-logic.us

SBA 8(a) Certified / SBA HubZone Certified CAGE Code: 4QTF4 • DUNS: 786965876 • FEIN: 51-0629765 UNIQUE ENTITY ID: G8SNQ1CZGNX5

SAM Registered/Certified –Provisions/Clauses Completed, No Active Exclusions

Primary POC/Authorized Official for Contract Administration and Negotiation: Mr. Luis F. Padilla, President/CEO

Email: LPadilla@e-logic.us / Cell: 202-499-7837/ Fax: 703-349-6228

This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this response. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

Source Selection Information FAR 2.101 and FAR

E-LOGIC, INC Mainframe Application Programmer Technical Staffing Services

State of West Virginia



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1. Company Information



Company Name	E-Logic, Inc.
	1025 Connecticut Avenue N.W., Ste 1000
	Washington D.C. 20036
Company POC	Luis F Padilla (President & CEO)
Contact Details	202-499-7837
	LPadilla@e-logic.us
Small Business	Small Business
	SBA 8(a)
	SBA HUBZone
	 Eligible for SOLE SOURCE
	Contracts
Facility Clearance	SECRET – Ability to upgrade to Top Secret
DUNS	786965876
FEIN	51-0629765
CAGE	4QTF4
SAM Unique Entity ID	G8SNQ1CZGNX5
System for Award Management (SAM)	E-Logic has a Current Active Registration in SAM
GSA Contract Number	GS-35F-521BA
Warehouse Locations	Washington D.C. – Head Quarters
	Alexandria, Virginia
	Doral, Florida
	Houston, Texas
	Oklahoma City, Oklahoma
Other Service Locations	Pennsylvania
	Delaware
	Connecticut
	West Virginia
	North Carolina
	South Carolina
	Kentucky
	Missouri

2. Company Overview

E-Logic, a leading staffing and professional services provider, is pleased to present this technical proposal in response to State of West Virginia request for temporary employment services. Our commitment to delivering high-caliber, qualified, and experienced candidates aligns seamlessly with State of West Virginia objective of maintaining the quality of daily operations through periodic staffing support.

Established in 2007, E-Logic Inc has solidified its reputation as a reliable temporal staffing provider. With a remarkable track record of over five years in executing successful staff procurement contracts, particularly within the IT or clerical domain, we have consistently demonstrated our commitment to excellence and client satisfaction.

Our headquarters are strategically located in Washington, D.C., serving as the hub of our operations. Additionally, we maintain warehouse locations in Alexandria, VA, Doral, FL, Houston, TX, and Oklahoma City, OK, ensuring proximity and swift accessibility to key regions.

Mainframe Application Programmer Technical Staffing Services State of West Virginia



Complementing our physical presence, we offer service locations across Pennsylvania, Delaware, Connecticut, West Virginia, North Carolina, South Carolina, Kentucky, and Missouri, extending our reach to comprehensively serve our clients' needs.

E-Logic proudly holds certifications as a Small Business, Minority-Owned Business, HubZone, and 8(a) entity, demonstrating our commitment to diversity, inclusion, and fostering economic growth within disadvantaged communities.

Average annual placements:

E-Logic consistently demonstrates a remarkable performance by securing an average of over 20 placements annually, a figure that may further increase based on the renewal of existing contracts and the acquisition of new awards. This dynamic achievement is a reflection of E-Logic's exceptional prowess in navigating the competitive landscape, showcasing an inherent ability to not only gain contracts but also to execute them with a steadfast commitment to delivering high-quality solutions. The company's capacity to adapt and thrive in the ever-evolving market underscores its position as a reliable and proficient partner, making E-Logic a preferred choice for clients seeking excellence in contract fulfillment.

3. Talent acquisition process

I. Recruiting Process:

E-Logic employs a robust recruiting process designed to identify and attract top-tier talent for temporary assignments. Our standard procedure includes:

Comprehensive Talent Pool: We maintain an extensive database of pre-screened and qualified candidates, ensuring a readily available pool of skilled professionals.

Targeted Recruitment: Leveraging our industry expertise, we conduct targeted recruitment campaigns to attract individuals with the specific skill sets required by State of West Virginia.

Proactive Networking: E-Logic engages in continuous networking to establish connections with experienced professionals, allowing us to quickly respond to State of West Virginia's staffing needs.

II. Interviewing and Selection:

Our meticulous selection process ensures that only the most qualified candidates are presented for consideration:

Behavioral Interviews: E-Logic utilizes behavioral interviews to assess not only technical competencies but also interpersonal skills, ensuring a seamless fit within State of West Virginia's organizational culture.

Technical Assessments: We conduct in-depth skills assessments using a combination of applicant testing, technical interviews, and practical evaluations to verify the candidates' proficiency.

III. Reference Checks/Background Checks:

E-Logic prioritizes due diligence in assessing candidates' backgrounds to meet State of West Virginia's stringent requirements:

Comprehensive Background Checks: Our standard procedure includes thorough background checks covering credit history, motor vehicle reports, criminal background checks, education verification, employment verification, and personal references.

Legal Compliance: E-Logic ensures compliance with all relevant laws and regulations, maintaining the highest ethical standards in background screening processes.

IV. Drug Testing:

To uphold a safe and productive work environment, E-Logic conducts rigorous drug testing as part

E-LOGIC, INC

Mainframe Application Programmer Technical Staffing Services State of West Virginia



of the hiring process:

Industry-Standard Protocols: We adhere to industry-standard drug testing protocols to identify any potential risks and ensure a drug-free workforce.

Confidentiality: E-Logic places a strong emphasis on the confidentiality of drug testing results, ensuring privacy for both candidates and State of West Virginia.

4. Talent acquisition tools

At E-Logic, we understand that building a strong team of skilled professionals is crucial to the success of any project. Our talent acquisition process is designed to identify, assess, and onboard the best candidates for the job. Leveraging a combination of cutting-edge technology and our own internal resources, we ensure that we have access to top-tier talent that meets the unique requirements of each project.

1. Partnering with ZipRecruiter:

One of the cornerstones of our talent acquisition strategy is our partnership with ZipRecruiter. ZipRecruiter is a widely recognized platform that connects job seekers with employers by distributing job postings to over 100 top job sites. This extensive network ensures that our job offers reach a vast and diverse pool of potential candidates.

2. AI Matching Technology:

ZipRecruiter's advanced AI matching technology is a key component of our approach. Once we post a job offer, this technology scans through thousands of resumes in its database to identify candidates who possess the right blend of skills, education, and experience that match our job requirements. This intelligent filtering process significantly expedites the candidate screening phase, allowing us to focus our efforts on the most suitable individuals.

3. Pre-Screened Candidate Pool:

To further enhance our talent acquisition process, E-Logic maintains a pool of pre-screened candidates for the most common positions required in the industry. These candidates have already undergone initial evaluations to assess their skills, expertise, and cultural fit. When a new project arrives, we can efficiently tap into this internal pool to identify potential candidates who are ready to contribute immediately.

4. Project-Specific Customization:

Every project is unique, and we recognize that the requirements for each role can vary significantly. Our talent acquisition process is flexible and customizable, allowing us to tailor our search criteria to match the specific needs of each project. Whether it's a specialized skill set or industry-specific experience, we have the tools and resources to locate the perfect fit.

5. Seamless Integration:

Our talent acquisition process seamlessly integrates the power of technology with our human expertise. While AI-driven algorithms help identify potential candidates, our experienced HR professionals conduct thorough assessments to ensure that candidates possess not only the technical skills but also the interpersonal qualities that align with your project's goals and culture. At E-Logic, our talent acquisition process is a dynamic blend of technology, experience, and strategic planning. The combination of our partnership with ZipRecruiter, AI matching technology, and our internal pre-screened candidate pool allows us to swiftly and efficiently identify the best-suited professionals for your projects. This ensures that we consistently deliver excellence in staffing, contributing to the success of your endeavors.

4.1 Employees and contractors



At E-Logic, we embrace a dynamic approach to our talent acquisition strategy that combines the best of both worlds. While we do have a strong preference for tapping into our internal resources, we also recognize the value of seeking external talent when the need arises. Our ultimate objective is to ensure that we identify the most fitting candidates for the job, regardless of their employment status.

Our pool of pre-screened internal candidates is a testament to our commitment to nurturing and utilizing our existing talent. These candidates have been rigorously assessed for their technical expertise, alignment with company culture, and readiness to contribute effectively. Leveraging this pool allows us to expedite the staffing process and tap into resources that are already familiar with our practices and values.

However, we also understand that certain projects may require specialized skills or perspectives that are best found externally. In such cases, we extend our search beyond our internal resources to explore the broader talent landscape. This mixture of internal and external searches ensures that we leave no stone unturned in identifying the right match for the job, enhancing the overall success of our projects.

In summary, whether our potential contractors are internal employees or external professionals, our paramount goal is to secure the most suitable individuals for each project's unique demands. Our commitment to excellence drives us to employ a balanced strategy that harnesses both internal expertise and external insights, ensuring that we consistently deliver top-tier results.

4.1.1 Benefits for contractors and employees

At E-Logic, we maintain a clear distinction between potential contractors and employees within our organization. Contractors are engaged on a project-specific basis and are considered independent service providers. They are required to complete a W9 form and an I-9 form to establish their eligibility to work in the United States. On the other hand, employees are individuals who are part of our regular workforce, contributing to our ongoing operations and long-term projects.

We offer comprehensive benefits to both our employees and contractors, albeit with some distinctions based on the nature of their engagement with us.

Benefits for Contractors:

For our contractors, we provide the necessary documentation for tax compliance, which includes the W9 and I-9 forms. As contractors work on a project-by-project basis, they do not receive the same benefits package as our employees.

Benefits for Employees:

Our employees enjoy a comprehensive benefits package, reflecting our commitment to their well-being and professional growth. This package includes:

- Ten days of Paid Time Off (PTO) per calendar year, accrued annually.
- Paid federal holidays.
- Fully paid health insurance for employees, with coverage beginning after 30 days of employment.
- Optional health insurance for dependents, as well as optional dental and vision insurance.
- Access to our tuition assistance program, facilitating continued education and skill development.
- Reimbursement for pre-approved, business-related expenses.

Difference in Benefits:



The distinction between our employee and contractor benefits lies in the level of engagement and the nature of their roles. Employees receive a more comprehensive benefits package due to their ongoing commitment and integral role within our organization. Contractors, while not eligible for the same benefits, play a crucial role in specific projects, and we ensure their proper documentation for compliance purposes.

At E-Logic, we value both our employees and contractors, ensuring that each group receives the appropriate support and documentation. While employees enjoy a comprehensive benefits package, contractors are provided with the necessary forms for tax compliance. This approach allows us to meet the diverse needs of our workforce and maintain compliance with legal requirements.

4.2 Pool of contractor candidates for State of West Virginia

Our organization, E-Logic, possesses a robust and well-structured process for organizing a pool of contractor candidates tailored to the specific needs of State of West Virginia.

Our approach is flexible and adaptable, designed to efficiently gather and present a diverse range of highly qualified candidates for your consideration.

If State of West Virginia already has a pool of contractors in mind that they would like us to organize, we will work closely with your team to understand the specific criteria, qualifications, and skill sets required. We will then meticulously curate the pool of candidates, ensuring that each individual aligns with the outlined requirements and possesses the necessary expertise to excel in the proposed roles.

On the other hand, if the State of West Virginia is seeking E-Logic's assistance in creating a pool of candidates, we will follow a well-defined process that encompasses the following steps:

- a) Needs Assessment: We begin by engaging in thorough discussions with your team to comprehend the project's objectives, job descriptions, and skill prerequisites. This enables us to gain a comprehensive understanding of the type of candidates required.
- b) Candidate Sourcing: Leveraging our extensive network and cutting-edge tools, we will actively source candidates who match the specified criteria. Our search will encompass both internal resources and external talent, ensuring a well-rounded pool of candidates.
- c) Screening and Evaluation: Each candidate's qualifications will be meticulously reviewed to ensure they meet the necessary qualifications. Our screening process includes assessing technical skills, relevant experience, cultural fit, and alignment with State of West Virginia's goals.
- d) Candidate Presentation: We will provide comprehensive profiles of shortlisted candidates, highlighting their strengths, experiences, and how they align with the State of West Virginia's requirements.
- e) Client Review: Once we present the candidate profiles, we encourage State of West Virginia's involvement in reviewing and providing feedback. This collaborative approach ensures that the pool reflects your expectations.
- f) Finalizing the Pool: Based on your feedback, we will refine and finalize the candidate pool, making sure it comprises individuals who can make a meaningful contribution to your projects.
- g) Continuous Communication: Throughout the process, we maintain open lines of communication to ensure that the candidate pool evolves in alignment with your changing needs. By engaging E-Logic, State of West Virginia can expect a well-structured, collaborative, and effective approach to organizing a pool of contractor candidates. Whether you already have a pool in mind or require our assistance in creating one, our team's expertise will ensure that the

Mainframe Application Programmer Technical Staffing Services State of West Virginia



process is smooth, comprehensive, and successful.

5. Performance management and quality assurance

At E-Logic, we recognize that monitoring performance and managing the quality of work during a staffing contract is crucial to achieving successful outcomes for our clients. Our approach is characterized by proactive measures, continuous communication, and a commitment to delivering top-tier talent and services.

1. Comprehensive Onboarding and Orientation:

The foundation of a successful staffing contract begins with a thorough onboarding and orientation process. We work closely with our clients to understand their specific needs, project goals, and cultural dynamics. This allows us to match the right candidates to the roles, ensuring alignment from the outset.

2. Clear Performance Expectations:

We establish clear and measurable performance expectations for the candidates placed in staffing roles. These expectations are defined in collaboration with our clients and are based on the project's scope, objectives, and desired outcomes. Having clearly defined performance criteria allows us to evaluate candidates effectively.

3. Regular Communication and Check-ins:

Continuous communication is a cornerstone of our approach. Throughout the staffing contract engagement, we maintain regular check-ins with both our clients and the candidates we've placed. These check-ins provide a platform for feedback, addressing concerns, and ensuring that performance remains aligned with expectations.

4. Key Performance Indicators (KPIs) and Metrics:

We establish Key Performance Indicators (KPIs) and relevant metrics for each staffing contract. These KPIs serve as quantifiable benchmarks to assess candidate performance and contribution. Regular tracking and evaluation against these metrics enable us to identify areas of strength and areas that may require additional attention.

5. Performance Reviews and Feedback Loop:

Scheduled performance reviews are conducted at predefined intervals. These reviews offer an opportunity to discuss achievements, areas for improvement, and provide feedback to both candidates and clients. By engaging in this feedback loop, we create a platform for growth and refinement.

E-Logic Solutions' approach to monitoring performance and managing the quality of work during staffing contract engagements is characterized by proactive communication, well-defined expectations, and ongoing support. By fostering open dialogue, tracking performance metrics, and ensuring alignment with client objectives, we guarantee that our clients receive the highest level of service and expertise.

6. No-Show cases

When faced with a candidate no-show scenario, E-Logic employs a well-defined process to understand and resolve the situation effectively. Our approach is geared towards identifying the root causes, maintaining open lines of communication, and taking decisive action to minimize disruptions. Here is a detailed outline of the steps we undertake:

I. Immediate Communication:

Upon discovering that a candidate is a no-show, our team initiates immediate communication with

Mainframe Application Programmer Technical Staffing Services State of West Virginia



the candidate to ascertain the reason behind their absence.

Simultaneously, we inform the client about the situation, providing transparency and keeping them informed at every step.

II. Thorough Investigation:

E-Logic conducts a comprehensive investigation into the circumstances surrounding the candidate's absence. This includes reaching out to the candidate through various channels and exploring potential reasons for non-attendance.

III. Documenting Feedback:

We gather feedback from the client regarding any specific concerns or expectations that may have contributed to the candidate's no-show.

This feedback is invaluable for refining our selection criteria and ensuring a more accurate match between candidates and client expectations in the future.

IV. Client Consultation:

Our team engages in a consultative process with the client to discuss the implications of the noshow and assess the urgency and criticality of the position.

Based on this consultation, we collaboratively determine the best course of action, which may involve rescheduling interviews, revisiting candidate profiles, or accelerating the search process for alternative candidates.

V. Reassessment and Adjustment:

E-Logic takes this opportunity to reassess our screening and vetting processes, implementing any necessary adjustments to enhance the accuracy of candidate selection.

We work closely with the client to ensure that any modifications align with their evolving needs and preferences.

VI. Swift Replacement:

In instances where the client wishes to proceed with an alternative candidate, we expedite the replacement process, drawing from our extensive talent pool to minimize delays in project timelines.

VII. Continuous Improvement:

E-Logic views each no-show incident as an opportunity for continuous improvement. We analyze trends and patterns to refine our recruitment strategies and adapt to the ever-changing dynamics of the talent market.

By following this comprehensive process, E-Logic not only addresses immediate challenges but also strengthens our commitment to providing seamless and effective staffing solutions, ensuring the satisfaction of our clients and reinforcing our reputation as a reliable partner in the realm of talent acquisition.

7. Fee structure

E-Logic, Inc. organizes and structures its prices, divided in different percentage the first one is the direct rate which varies according to the labor category position, level of the candidate, skills, experience, and certifications, the next percentage to consider is the Fringe Benefits, which is stated as 25.38%, Overhead 5%, General & Administration 5%, and at last Profit with 6%.

On pricing structure as needed or BPA, we charge depending on the worked hours, our percentages are fixed fee price, as that been said, the variables are the direct rate which depends on characteristics mentioned before, and the amount of hours worked. As well as Overtime and working on Holidays the direct rate needs to be considered as salary and a half.



8. Period and adjustment methodology

E-Logic's annual contract rate adjustment policy reflects our commitment to long-term success, fairness, and open communication with our clients. By making incremental adjustments of up to 3% each year, we strike a balance between sustaining our operations, maintaining competitive rates, and delivering excellence in all that we do.

9. Payment schedules

We understand that work arrangements can vary significantly based on project needs, roles, and hours worked. To accommodate this diversity, we offer three distinct payment schedules that align with different work scenarios. These schedules are designed to ensure fairness, transparency, and efficiency in compensating our personnel.

1. Bi-Weekly Payment for 40-Hour Permanent Personnel:

For personnel engaged in permanent full-time roles working 40 hours per week, we follow a biweekly payment schedule. This schedule provides consistent compensation every two weeks, allowing our full-time employees to efficiently manage their financial commitments.

2. Bi-Weekly Payment for 20-Hour Personnel:

For those engaged in part-time roles working 20 hours per week, we also employ a bi-weekly payment schedule. This arrangement ensures that part-time personnel receive their compensation on a regular basis, enabling them to seamlessly integrate work with other commitments.

3. Bi-Weekly Payment for Hourly-Based Personnel:

E-Logic's approach recognizes the dynamic nature of project-based work that may involve varying hours. For personnel engaged in hourly-based roles, payment is structured on a bi-weekly basis as well. This arrangement allows us to accurately compensate individuals for the actual hours worked, ensuring fairness and precision in remuneration.

We prioritize the financial well-being of our personnel and recognize the varied nature of work arrangements. By offering distinct bi-weekly payment schedules, we accommodate the needs of full-time, part-time, and hourly-based personnel, ensuring fairness and consistency in compensation. This approach underscores our commitment to providing an equitable and supportive work environment for all our team members.

10. Certifications

E-Logic hold a variety of certifications that reflect our commitment to diversity and inclusion in business. Our certifications include being a Small Business, Minority-Owned Business, 8(a) certified, and HubZone certified. These certifications validate our dedication to fostering economic growth within disadvantaged communities and promoting diversity within our organization.

We understand the importance of certifications in demonstrating our commitment to supplier diversity and inclusion. To provide a comprehensive overview of our certifications, we will attach the relevant documentation to the proposal. These certifications, which include Small Business, Minority-Owned Business, 8(a), and HubZone certifications, underscore our dedication to excellence, diversity, and contributing positively to the communities we serve.

11. Diversity

We take immense pride in the rich tapestry of our team, which represents a vibrant blend of talents, backgrounds, and experiences. Our commitment to diversity and inclusion is at the core of our



organizational values, and we are delighted to share insights into the composition of our team.

Gender Diversity:

Our team comprises individuals with a diverse range of gender identities, fostering a balanced and inclusive work environment. Approximately 70 percent of our team members are men, while the remaining 30 percent are women. This gender diversity contributes to a dynamic and collaborative workplace where diverse perspectives are valued and respected.

Age Representation:

We believe in harnessing the strength of intergenerational collaboration. Our team members' ages are thoughtfully distributed across different segments. A significant portion, 50 percent, falls within the age range of 30 to 40 years, bringing a blend of experience and innovation. Equally, another 50 percent of our team members are aged between 20 and 30, infusing youthful energy and fresh perspectives into our projects.

Cultural Backgrounds:

At E-Logic Solutions, our team is a vibrant mosaic of cultural backgrounds, reflecting the global nature of our industry. We are proud to have team members representing various ethnicities and regions. Our team includes Latin individuals, professionals from India, and Asian Americans. This multicultural diversity enriches our problem-solving approach, creativity, and collaboration, making us a stronger and more adaptable team.

12. Language and capabilities

We embrace the power of languages as a bridge to effective communication and understanding. We are thrilled to share that language diversity is an integral part of our team, with approximately half of our team members being bilingual in both English and Spanish.

We firmly believe that diversity fuels innovation. By fostering an inclusive environment that embraces differences, we empower our team members to bring their authentic selves to the workplace. This, in turn, leads to richer discussions, broader insights, and more creative solutions to the challenges we face.

Our commitment to diversity goes beyond representation. We actively promote an environment of respect, empathy, and collaboration, where all voices are heard and valued. Our inclusive culture fosters personal and professional growth, enabling every team member to thrive and contribute their best.

13. Requirements from our client

When engaging with a Parks and Recreation department as a potential client, E-Logic recognizes the unique requirements and demands associated with professional service positions within this sector. The collaboration between E-Logic and the Parks and Recreation point of contact is crucial for a successful recruitment process. Below is a detailed description of specific tasks and requirements from the Parks and Recreation point of contact.

I. Position Clarification:

Clearly define and articulate the specific professional service position within the Parks and Recreation department that needs to be filled. Provide detailed information on the role, responsibilities, and desired qualifications for the position.

II. Qualification Standards:

Communicate any specific qualification standards, certifications, or licenses required for the professional service position. This may include educational background, professional

Mainframe Application Programmer Technical Staffing Services State of West Virginia



certifications, or relevant experience in the field.

III. Key Responsibilities and Duties:

Outline the key responsibilities and duties associated with the professional service position. Specify any specialized skills or expertise that are essential for successful job performance within the Parks and Recreation department.

IV. Cultural Fit and Team Dynamics:

Provide insights into the organizational culture of the Parks and Recreation department and any specific team dynamics relevant to the position. Detail the interpersonal skills or attributes that would contribute to a positive cultural fit within the team.

V. Budgetary Considerations:

Discuss any budgetary constraints or considerations associated with the professional service position. This may include salary ranges, benefits packages, or other financial aspects that need to be taken into account during the recruitment process.

VI. Timeline and Urgency:

Clearly communicate the timeline for filling the professional service position. If there are urgent staffing needs or specific project deadlines, share this information with E-Logic to align the recruitment process accordingly.

VII. Recruitment Process Preferences:

Discuss the preferred recruitment process and methods. This may include the number of interview rounds, assessment techniques, or any specific protocols that the Parks and Recreation department would like E-Logic to follow during candidate selection.

VIII. Community Engagement and Public Interaction:

If the professional service position involves community engagement or public interaction, provide details on the desired level of public-facing skills and communication abilities required for the role.

IX. Legal and Compliance Requirements:

Communicate any legal or compliance requirements associated with hiring for the professional service position. This may include adherence to equal opportunity employment laws, background check procedures, or other relevant regulations.

X. Feedback Mechanism:

Establish a clear feedback mechanism for the Parks and Recreation point of contact to provide input and insights during the candidate selection process. This ensures that the recruitment aligns with the department's evolving needs.

14. Invoicing

E-Logic's invoice process is designed to be transparent, accurate, and efficient, ensuring a seamless experience for both contractors/employees and clients. The process typically involves several steps:

I. Time Registration:

Contractors or employees register the number of hours worked during the specified timeframe. This can be done through an electronic timekeeping system or a designated platform provided by E-Logic.

II. Verification of Hours:

E-Logic undertakes a meticulous verification process to ensure the accuracy of the recorded hours. This may involve cross-referencing the reported hours with project timelines, client agreements,



or any other relevant documentation.

III. Approval and Confirmation:

Once the hours are verified, the responsible personnel within E-Logic approves the timesheets. This step may include obtaining any necessary approvals from project managers, team leads, or clients, depending on the contractual agreements in place.

IV. Invoice Generation:

E-Logic generates the invoice based on the approved hours. The invoice includes a breakdown of the hours worked, rates, and any additional agreed-upon charges or expenses. This document serves as a comprehensive summary of the services provided during the billing period.

V. Client Channel Specification:

E-Logic collaborates closely with the client to determine the preferred channel for invoice delivery. This may include electronic methods such as email or a secure online portal, or traditional methods such as mail if the client specifies.

VI. Invoice Submission:

The generated invoice is then submitted to the client through the specified channel. E-Logic ensures that the invoice is delivered promptly and securely to facilitate efficient processing on the client's end.

VII. Follow-Up and Confirmation:

E-Logic maintains open communication with the client to confirm the receipt of the invoice and address any queries or concerns promptly. This includes providing additional documentation or clarification if needed.

VIII. Payment Terms and Processing:

The invoice includes clear payment terms, specifying the due date and any applicable late fees. E-Logic tracks the payment status and collaborates with the client's finance department to ensure timely processing.

IX. Documentation and Record-Keeping:

E-Logic maintains thorough documentation of all invoices, timesheets, and relevant correspondence. This ensures transparency, facilitates audits, and serves as a reference point for both E-Logic and the client.

X. Continuous Improvement:

E-Logic periodically reviews its invoice process to identify opportunities for improvement. Feedback from clients and internal stakeholders is invaluable in refining the process for enhanced efficiency and client satisfaction.

By following these steps, E-Logic aims to streamline the invoice process, providing a clear and reliable framework for invoicing that aligns with the needs and preferences of its clients while maintaining accuracy and transparency in financial transactions.

Prior Experience

Reference 1

Customer Name	U.S. Department of Education
Contract Number	EDCIO17A0011 Task Order 0001
Customer Point of Contact	Jennifer H. Blancke, Contracting Officer Representative 202-401-1842 Jennifer.Myers@ed.gov



BPAContract Ceiling Award	\$10,000,000
Task Order Value:	\$724,799.17
Task Order Name:	SharePoint Business Process Enhancement and User Support
Type of Contract	Blanket Purchase Agreement (BPA)
Period of Performance	09/27/2017 - 06/19/2021

E-Logic was awarded Blanket Purchase Agreement (BPA) for SharePoint Development and Operations & Maintenance by US Department of Education, Office of Chief Information Officer. E-Logic received Task Order (0001) from the U.S. Department of Education Office of Management for SharePoint Business Process Enhancement and User Support. E-Logic was requested to provide business process analysis, workflow/application development, Operations and Maintenance Support (O&M), training services, and user support of the current migration from SharePoint 2013-2010 Compatibility mode to 2013 Native mode.

E-Logic currently provides the required SharePoint expertise in the areas of process analysis, application development and support activities, implementation, migration support, maintenance, and training services as it relates to SharePoint. Further, E-Logic brings SharePoint capabilities such as workflow, communication tools and other compatible services (i.e., Excel Services, Access Services, etc.) which provides the means for greatly expediting project interaction and create tremendous efficiencies for OM's operations which are primarily provided to Department employees. Our technical team are experts in SharePoint Development, utilizing software development languages such as: Core .NET, C# .NET, JAVA, AngularJS, HTML. *Labor Categories: Project Manager, SharePoint Developers, and SharePoint Analyst/Specialists*

Reference 2

Contract Value	\$702,720.00
Contract Role (Prime / Sub)	Subcontractor
Type of Contract	FFP
Period of Performance	09/15/201 - 05/31/2021
Contract Name	Senior PL/SQL Developers
Sub-Contract Number	TREX-USCBSEIVID-092015-002
Name of Organization	U.S. Census Bureau
Offeror Name	E-Logic, Inc.

Description of Services Provided and relevance to the requirements under this RFP

E-Logic received a subcontract to support the U.S. Census Bureau through the Prime Contractor Vidoori. E-Logic was task to support the Integrated Product Teams, Technical Documentation, Continual Improvement and Transition. E-Logic delivered 2 FTE PL/SQL Developers to work within the Team Vidoori Test Organization utilizing CM processes and tools, demonstrating familiarity with configuration management concepts, defect reporting and management. Ability to design, evaluate, select, implement, and support databases and metadata structures and previous experience redesigning data systems and processes. Ability to analyze information needs and elements, data relationships and attributes, data flow and storage requirements, and data output and reporting capabilities. Experience with reviewing requests for data and data usage, research new and/or better data feeds, coordinate new data



developments ensuring consistency and integration with existing data warehouse structures. Experience with coordinating testing of designed applications, design dictionaries, database structure and layout, installing, upgrading and managing database applications. Able to evaluate and make recommendations on data integrity, performing proactive maintenance such as ensuring continued space availability, monitoring activity, and documenting problems.

Reference 3.	E-Logic, Inc.
Name of Organization	Department of the Treasury - Off of Chief Proc
	Officer-Corporate Branch
Contract Number	2032H5-22-P-00113
Contract Name	Aternity Workstation Analysis Support
Period of Performance	09/28/2022 - 09/27/2023
Type of Contract	FFP
Contract Role (Prime /	Prime
Sub)	
Customer Point of Contact	WILLIAM BOYD III
	Tel: +1 240-613-9288 Email:
	william.boydiii@irs.gov
	IRS Project Manager: Damond McCann 240-613-1497
	damond.d.mccann@irs.gov IRS FAC-COR Daniel
	Brennan daniel.j.brennan@irs.gov 470-639-2708
	Procurement William Boyd III william.boydiii@irs.gov
	240-613-8196
Contract Value	\$1,470,160.00

Description of Services Provided and relevance to the requirements under this RFP

E-Logic received a contract with the objective of providing the services of technically qualified individual(s) with the experience and expertise required to provide the support needed to leverage the capabilities brought about by the implementation of the Aternity tool across the workstation environment.

The Aternity capabilities will support the IT Strategic goal to adopt continuous, iterative, and incremental approaches to IT service delivery.

E-Logic performs the following tasks:

• Task Order Administration:

Collaborate with IRS for Task Order (TO) changes needed at the orientation meeting and continually through the life of the Task Order.

Provide a weekly Status Report to Project Manager (PM) and Federal Acquisition Certification for Contracting Officer Representation (FAC-COR)

• Software package testing & integration (Integration & Testing):

Focused on full-lifecycle software integration and testing, but also support debug complex new software products, and lead and troubleshoot deployed software issues.

Experience with modern programming languages like Java, Python, etc.

Analyze, design, and develop tests

Test software deployment methodologies.

E-LOGIC, INC Mainframe Application Programmer Technical Staffing Services State of West Virginia

