



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

State of West Virginia Master Agreement

Order Date: 10-28-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0231 0231 OOT2300000001 1	Procurement Folder:	1089655
Document Name:	OT Assessment and Consulting Services (OT23016)	Reason for Modification:	
Document Description:	OT Assessment and Consulting Services (OT23016)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-11-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-10-31

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	VS0000022094	Requestor Name:	Andrew C Lore
Sourcing Advisory Services, LLC		Requestor Phone:	304-352-4944
18 Shawnee Ridge Ct		Requestor Email:	andrew.c.lore@wv.gov
The Woodlands	TX		
US			
Vendor Contact Phone:	248-321-9959		
Extension:			
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

23
FILE LOCATION

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION	WV OFFICE OF TECHNOLOGY
OFFICE OF TECHNOLOGY	BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR	1900 KANAWHA BLVD E
CHARLESTON WV 25305	CHARLESTON WV 25305
US	US

10-31-22
Box

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 10/31/22

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 11/2/2022

ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 11-3-2022

ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Sourcing Advisory Services, LLC, dba Integris Applied, agrees to enter with the Agency, the West Virginia Office of Technology, into an open-end contract to provide strategic technology management services, per the specifications, terms and conditions, proposal requirements, Addendum No.01 issued 09/08/2022, the Vendor's proposal (technical and cost) dated 09/14/2022, all incorporated herein by reference, and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101507				0.000000
	Service From	Service To			
	2022-11-01	2023-10-31			

Commodity Line Description: Phase 1

Extended Description:

Phase 1

Total Price for Phase 1: \$1,098,464.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101507				0.000000
	Service From	Service To			

Commodity Line Description: Phase 2

Extended Description:

Phase 2

Total Price for Phase 2: \$1,247,896.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101507			Hour	350.000000
	Service From	Service To			

Commodity Line Description: Principal/Executive Consultant

Extended Description:

Principal/Executive Consultant

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80101507			Hour	275.000000
	Service From	Service To			

Commodity Line Description: Senior Consultant

Extended Description:

Senior Consultant

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80101507			Hour	195.000000
	Service From	Service To			

Commodity Line Description: Consultant

Extended Description:

Consultant

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80101507			HOUR	250.000000
	Service From	Service To			

Commodity Line Description: IT Financial Subject Matter Expert

Extended Description:
IT Financial Subject Matter Expert

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80101507			HOUR	275.000000
Service From		Service To			

Commodity Line Description: Enterprise Architecture Subject Matter Expert

Extended Description:
Enterprise Architecture Subject Matter Expert

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

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

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

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

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

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

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

☐

☐

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

Revised 07/01/2022

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.

(Name, Title)  Managing Director
(Printed Name and Title) Tim Ryckman, Managing Director
(Address) 18 Shawnee Ridge Ct, The Woodlands, TX 77382
(Phone Number) / (Fax Number) 248-321-9959
(email address) tim.ryckman@integrisapplied.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that 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.

Sourcing Advisory Services, LLC dba Integris Applied

(Company)  Managing Director
(Authorized Signature) (Representative Name, Title)
Tim Ryckman, Managing Director
(Printed Name and Title of Authorized Representative) (Date)
248-321-9959
(Phone Number) (Fax Number)
tim.ryckman@integrisapplied.com
(Email Address)

REQUEST FOR PROPOSAL

DEFINITIONS: The terms listed below shall have the meanings assigned to them below.

“Department” means the top organizational unit within the Executive Branch and led by a member of the Governor’s Cabinet

“Enterprise” means the collective departments, agencies and boards within the state and local government that provide services to citizens and other state entities.

“Information Technology and Investment Portfolio System (I-TIPS)” is the State's portfolio system built using Microsoft Dynamics, operated and maintained by the WVOT Project Management Office (PMO).

“Strategic Technology Management” means an agreed upon framework that delineates a system life cycle approach to technology management. This framework unites strategic, organizational, and technology management concepts in an enterprise context, to proactively manage the impacts of technology on state offered services, and for the sustainable development of new investment options and opportunities.

“Technology Portfolio” means a strategic management process documenting relationships between agency missions and information technology and telecommunications investments.

“Technology Project” means a project where technology is a significant component and is either valued at \$250,000 or more, or will involve sensitive or restricted data.

REQUEST FOR PROPOSAL

SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

On April 15, 2021, West Virginia Senate Bill 486 was signed into law as West Virginia Code §5A-6-1, *et seq.*, changing the Chief Technology Officer (CTO) title to Chief Information Officer (CIO) while modernizing the language relating to the power and duties of the CIO. The changes were focused on improving the strategic governance and management of the technology investments of the State of West Virginia. This includes (1) establishing standards to support a unified approach to information technology, (2) implementing an unified and integrated enterprise architecture, and (3) establishing a methodology for oversight for technology investments and projects.

The West Virginia Office of Technology (WVOT), under the Department of Administration, and its Chief Information Officer, sets policy to oversee state spending units in planning and coordinating information systems that serve the effectiveness and efficiency of the State and individual state spending units, and further the overall management goals and purposes of government

The WVOT provides highly reliable, secure, and cost-effective technology services to 25,000 computers and 23,000 network users. Services are delivered by approximately 200 full-time and temporary employees and supplemented by specialized contract services and staff on an as-needed basis.

Services are provided to the following Departments within the Executive Branch: Administration, Arts, Culture & History, Commerce, Economic Development, Environmental Protection, Health and Human Resources, Homeland Security, Revenue, Tourism, Transportation, Veterans Affairs, several independent boards and commissions and other state and local government entities. Funding for the Office of Technology is derived from a cost recovery model.

The Project Management Office (PMO), within the West Virginia Office of Technology and its Chief Information Officer, implements the approval process for technology projects and investments based on priorities established by the CIO; the PMO reviews and makes recommendations to the CIO for the approval of the proposals and any amendments thereto pursuant to the §5A-6-4c; monitors the implementation and periodically reports findings of projects to the CIO; responsible for the implementation and management of the technology portfolio to assist the CIO in aligning investment technology with strategic goals of the State; provides oversight for technology projects; and is responsible for establishing qualifications and training standards for project managers.

Pursuant to §5A-6-5, any spending unit that pursues an information technology purchase that does not meet the definition of “technology project”, and that is required to submit a request for proposal to the state Purchasing Division prior to purchasing goods or services shall obtain the approval of the CIO, in writing, of any proposed purchase of goods or services related to its information technology and telecommunications systems.

REQUEST FOR PROPOSAL

4.2. Project Goals and Mandatory Requirements:

The WVOT is seeking proposals to provide strategic technology advisory and management services to assist the State in the modernization of existing services and in the creation of new strategic technology governance and management capabilities and services. To accomplish this, the WVOT seeks not only the specified outputs outlined in the RFP, but also desires a Vendor that will provide advanced level collaboration, coaching, and hands-on learning opportunities for the State. Establishing and continuing such services will enable the WVOT to support state agencies in the manner described in West Virginia Code §5A-6B.

A key objective is to partner with a Vendor to build and mature WVOT capabilities to provide strategic technology management services and provide visibility of the Executive Branch's technology investment portfolio while empowering data-driven and standards-based decisions about future technology investments and strategic goals.

The State's Technology Strategy includes the following high-level goals:

- Enable robust digital government capability;
- Ensure West Virginia is a good steward of technology funding;
- Empower government's use of technology through enterprise services; and
- Protect data and information systems through holistic cyber risk management.

The winning Vendor is expected to assess, design, plan, and implement a strategic technology governance and management strategy that includes measurable outcomes and to collaborate and instruct the State on how to sustain those strategies. To meet required timelines, a Lead Consultant is required to:

- Assist in the implementation of, and incremental adjustments to, a roadmap for driving the changes.
- Execute, at the direction of the Chief Information Officer (CIO) and the senior leadership team, an agile-based transformation strategy, assessing the effects and recommending real-time adjustments, refinements, and revisions to meet state goals to modernize technology management
- And provide financial insight to senior leadership.

The Vendor should provide its approach and methodology to providing the services described by meeting the goals and objectives identified. Vendor's response should include any information about how the proposed approach is superior to other possible approaches, outline project milestones and deliverables, and provide supporting documentation.

Although some in-person interactions are expected, the State is open to operate in a hybrid manner leveraging technology platforms, such as Google Meet and Miro.

The WVOT received supplemental funding to serve as the primary funding source for this project.

REQUEST FOR PROPOSAL

4.2.1. Project Goals and Objectives

4.2.1.1.1. The WVOT desires a Vendor to evaluate the current services and capabilities identified below. And secondly, the Vendor is expected to develop and implement a two-phase action plan to build and improve these services and capabilities in phase 1 and the optional phase 2 continuance effort. The WVOT expects the Vendor to not only provide the deliverables, but to advise and assist the WVOT in sustaining these capabilities.

The WVOT identifies the following areas as the key capabilities of technology strategic management services that it desires to mature. Currently, the WVOT would assess its current capabilities for these services at a low-to-non-existent level:

- Technology Investment Management: ability to provide early-stage scoping, evaluation and guidance on potential technology investments to influence successful strategic outcomes.
- Enterprise IT Spend: capability to collect, analyze and produce a comprehensive financial report of IT expenditures of the Executive Branch.
- Technical Debt: capability to produce a financial summary of technical debt as it relates to legacy technology.
- Technology Spend Analysis: financial analysis of technology-related spend across scope of responsibility resulting in executive-level reporting both from an Executive Branch and Department perspectives.
- Project Assurance: business case development, procurement drafting, project oversight, enterprise architecture alignment and independent verification and validation (IV&V).
- Information Technology & Investment Portfolio System (I-TIPS): capability to scope requirements to conduct identification, collection, rationalization and validation of technology investments.

Additionally, the WVOT recognizes organizational change management as a critical component of the project, given the relationship between the business function and IT. The WVOT desires the Vendor provide the following relationship management and communications support capabilities to drive organizational change at both the executive and operational levels and advise the WVOT on how to sustain these changes:

- Executive Leadership Support: support the communications of strategic change recommendations to enable executive level of oversight and decision-making of strategic technology management.
- Operational Leadership Support & Development: support and development of key staff to alter and modernize work functions aligned to strategic technology management efforts.
- Workshops: facilitation of development workshops in support of organizational change management elements of the project.

REQUEST FOR PROPOSAL

4.2.1.1.1.1. In its response, the Vendor should:

- 1.) Give particular attention to describing the methods and resources you will use, how you will accomplish the tasks and outputs involved, and how you will assist the WVOT in sustaining the progress made, specifically through a hands-on approach;
- 2.) Describe how you will ensure expectations and/or desired outcomes of maturity improvement of the outlined services will be achieved and sustained. Additionally include any use of a measurable maturity model approach, such as Capability Maturity Model Integration (CMMI);
- 3.) Describe your level of effort to lead and support the organizational change across the executive and operational levels of state government within the purview of the Office of CIO and your approach to providing hands-on advising to the WVOT to sustain these changes;
- 4.) Describe how you will execute a realistic work plan for Phase 1 of the project.
- 5.) Describe how you will establish the selection criteria to identify top business applications as associated with the I-TIPS effort;
- 6.) If subcontractors are involved, clearly identify the work each will perform.

The WVOT is including a recent self-assessment for informational purposes only - Exhibit B. Inclusion of this assessment is not an endorsement of any methodology or approach.

4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

4.2.2.1 Phase 1 Requirements

4.2.2.1.1. Phase 1 must be completed within twelve (12) months of contract award.

4.2.2.1.2. A proposed Project Plan, to be approved by the WVOT, must be provided within thirty (30) calendar days of contract award. Changes to the approved Project Plan must be approved by the WVOT. After the Project Plan is accepted by the WVOT, the WVOT will render ten percent (10%) of the Phase 1 cost.

REQUEST FOR PROPOSAL

4.2.2.1.3. The Vendor must provide the following Phase 1 Deliverables. These are required, but do not fully encompass the scope of effort required to achieve the State's defined goals and objectives.

4.2.2.1.3.1 Preliminary Information Technology (IT) Financial Report.

4.2.2.1.3.1.1. Within sixty (60) calendar days of contract award, the Vendor must supply a financial report highlighting, at minimum:

- 1.) Key financial summary outlining estimated technology spend (holistic & by department),
- 2.) Financial estimates of technology debt and
- 3.) An inventory of approved and under consideration (over \$500,000) technology investments for the FY23 and FY24 budget cycles.

After the Report has been accepted by the WVOT, the WVOT will render payment for fifteen percent (**15%**) of the Phase 1 cost.

4.2.2.1.3.2. Service Rates Catalog

4.2.2.1.3.2.1. Within the ninety (90) calendar days from contract award, the Vendor will complete an assessment and provide a proposed revision to the Service Rates Catalog, aligning the Catalog toward a Technology Business Management (TBM) cost-recovery model. The assessment shall include a rationalization and evaluation of all existing and proposed service rates. After the Catalog is accepted by the WVOT, the WVOT will render payment for fifteen percent (**15%**) of the Phase 1 cost. The WVOT's current Service Rates Catalog can be found at: <https://sites.google.com/wv.gov/othub/nonav/service-rates-catalog>

4.2.2.1.3.3. Information Technology & Investment Portfolio System (I-TIPS) Analysis

4.2.2.1.3.3.1. Within six (6) months of contract award, the Vendor will complete data collection and validation, inventory, risk and financial analysis of top 100 business applications through the existing state's I-TIPS. Analysis and reporting must, at minimum, include contractual and service breakdowns, applications by category, key technical information and business criticality. After the analysis is accepted by the WVOT, the WVOT will render payment for fifteen percent (**15%**) of Phase 1 cost.

REQUEST FOR PROPOSAL

4.2.2.1.3.4. Five-year Strategic Technology Roadmap

4.2.2.1.3.4.1. Within eight (8) months of contract award, the Vendor will provide a draft five-year Strategic Technology Roadmap outlining the State's technology vision under the direction of the State Chief Information Officer. The Roadmap will include any recommended changes to the IT governance and operating model and detailed justifications must be provided for all recommendations. After the Roadmap is accepted by the WVOT, the WVOT will render payment for fifteen percent (15%) of the Phase 1 cost.

4.2.2.1.3.5 Annual Information Technology (IT) Report

4.2.2.1.3.5.1 By August 2023, the Vendor will provide an annual IT Report providing an executive-level insight into IT governance and strategic planning efforts of the State CIO. The report must include both financial and metrics-based data providing comprehensive and accurate information for use by state leaders to make facts-based decisions about the allocation of limited state resources to support technology. The Report must contain information relating to IT Vision & Strategy, Cybersecurity, IT Investment Management, WVOT Enterprise Services Review, IT Excellence in WV, and any applicable appendix and/or reports. After the Report is accepted by the WVOT, the WVOT will render the remaining balance, thirty percent (30%) for the Phase 1 cost.

REQUEST FOR PROPOSAL

4.2.2.2 Optional Phase 2 Requirements

4.2.2.2.1. The State reserves the right to execute Phase 2 as an option. Phase 2 will be limited to twelve (12) months following the completion of Phase 1. The State agrees to provide the Vendor a 90 days advance notice of intent to execute Phase 2. The Vendor must provide the State a detailed, Phase 2 work plan for review and approval before the State will provide a decision on phase 2. If the State chooses to execute Phase 2, it will issue a Delivery Order for the services.

4.2.2.2.2. The Vendor must provide the following Phase 2 Deliverables. These are required, but do not fully encompass the scope of effort required to achieve the State's defined goals and objectives.

4.2.2.2.2.1 IT Governance Implementation

4.2.2.2.2.1.1. Within three (3) months of the start of Phase 2, the Vendor must provide its proposed new and updated policies and procedures aligned to the IT Governance. After this deliverable is accepted by the WVOT, the WVOT will render payment for thirty percent (30%) of Phase 2 cost.

4.2.2.2.2.2. Information Technology & Investment Portfolio System (I-TIPS)

4.2.2.2.2.2.1. Within ten (10) months of the start of Phase 2, the Vendor must provide a complete total cost of ownership (TCO) and rationalization analysis of, at minimum, the IT business applications inventoried in Phase 1. Analysis and reporting must, at minimum, include financial breakdowns in alignment with TBM and comprehensive reports with rationalization findings. After this deliverable is accepted by the WVOT, the WVOT will render payment for thirty percent (30%) of Phase 2 cost.

4.2.2.2.2.3. State Technology Strategic Plan

4.2.2.2.2.3.1. Within eleven (11) months of the start of Phase 2, the Vendor must provide a complete State Technology Strategic Plan with aligned, department-level strategic roadmaps identifying business outcomes and intended benefits. After this deliverable is accepted by the WVOT, the WVOT will render payment for forty percent (40%) of Phase 2 cost.

REQUEST FOR PROPOSAL

4.2.2.3 Additional/Optional Services - It may be necessary to analyze additional goals and objectives related to the strategic assessment and management consulting services provided. These additional/optional services would be performed utilizing the hourly rates provided in Exhibit A: Cost Sheet. The Vendor should include in its proposal, an approach to determining which additional goals and objectives may be necessary as a result of the organizational assessment and strategic plan.

Additional/Optional Services should be purchased on an as-needed basis, through specific delivery orders at the hourly rates detailed in Exhibit A. Each delivery order should include the necessary staff quantities to be purchased and the specific scope of strategic assessment and management consulting services to be performed.

4.2.2.3.1. Principal/Executive Consultant (50 Hours): A minimum of ten (10) years' experience in duties associated with organizational strategic assessment and management consulting services. Responsibilities include, but are not limited to:

- Provide executive-level consulting services.
- Provide senior-level interface with the Agency and managing daily operations.
- Ensure the timely performance and completion of all obligations under the contract.
- Organize and direct the overall performance of the vendor staff.
- Possess the authority to make binding decisions on behalf of the vendor.
- Ensure that goals and objectives are achieved within budgetary parameters.

4.2.2.3.2. Senior Consultant(s) (200 Hours): A minimum of ten (10) years' experience in duties associated with organizational strategic assessment and management consulting services. Responsibilities include, but are not limited to:

- Manage the day-to-day operations of projects or services.
- Ensure the quality and timely completion of projects or services.
- Provide technical and subject matter expertise in fulfillment of services.
- Participate as a senior team member providing high-level consulting services.
- Plan, organize, and execute tasks in successful delivery of projects or services.
- Develop and define strategic visions.
- Plan, direct, control, schedule, coordinate, and organize management of tasks.

REQUEST FOR PROPOSAL

- Provide customer interface in fulfillment of projects or services.
- Plan, organize, and oversee all subordinate work efforts.
- Ensure quality standards and work performance.
- Organize, direct, and manage support services.

4.2.2.3.3. Consultant(s) (200 hours): A minimum of five (5) years' experience in duties associated with organizational strategic assessment and management consulting services. Responsibilities include, but are not limited to:

- Apply administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with agency staff to ensure time delivery of projects or services.
- Apply a broad set of management skills and technical expertise.
- Provide solutions through analysis.
- Direct subordinates in the completion of tasks and orders.
- Organize, direct, and manage support services.
- Direct activities in fulfillment of projects or services.

4.2.2.3.4. Financial Subject Matter Expert(s): A minimum of five (5) years' experience with a governmental information technology agency with an emphasis in technology business management (TBM):

- Apply financial administrative, consultative, and technical expertise in fulfillment of projects or services.
- Plan, organize, execute, and control project tasks in successful delivery of projects or services.
- Interface with Agency staff to ensure timely delivery of projects or services.
- Provide solutions and recommendations for financial efficiency through analysis.

REQUEST FOR PROPOSAL

4.3. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.3.1.1 The WVOT desires a Vendor with experience in the past seven (7) years with at least three (3) projects of similar objectives, specifically:

4.3.1.1.1 Experience in strategic technology investment portfolio management and enterprise project management across mid to large enterprises (a minimum of 1,000 employees);

4.3.1.2 Experience in government cost recovery for services funding models;

4.3.1.3 Experience working with State government IT organizations;

4.3.1.4 Experience in organizational change management in technology support units.

The Vendor should provide a description of its experience and expertise needed in performing the functions described in the “Goals and Objectives” portion of this RFP. For each of the project examples provided, a contact person from the client organization involved should be listed, along with that person’s telephone number and email address. The WVOT reserves the right to contact these references.

REQUEST FOR PROPOSAL

- 4.3. **Oral Presentations (Agency Option):** The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

- 4.3.1. The vendor will highlight their responses to this RFP, their capabilities, and past performance.
- 4.3.2. The state will ask clarifying questions regarding the Vendor's submitted technical response.
- 4.3.3. Oral Presentations will be conducted at the Agency's facility provided by the Agency. Vendors should plan to provide their own media and demonstration hardware, and if preparing handouts, should prepare a number equal to the number of convenience copies of their Proposals supplied on the Bid Opening Date, unless specifically advised by the Agency otherwise.

SECTION 5: VENDOR PROPOSAL

- 5.1. **Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. **Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. **Proposal Format:** Vendors should provide responses in the format listed below:
 - 5.3.1. **Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - 5.3.2. **Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.3.3. **Table of Contents:** Clearly identify the material by section and page number.
 - 5.3.4. **Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

REQUEST FOR PROPOSAL

- 5.3.5. Proposal Submission:** All proposals (both technical and cost) must be submitted to the Purchasing Division prior to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.
- 5.3.6. Proposal Size:** The WVOT desires that proposals be limited to no more than 40 pages (not including required attachments, State Forms, or State boilerplate language)

REQUEST FOR PROPOSAL

SECTION 6: EVALUATION AND AWARD

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 50 Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) 5 Points Possible

Comparative Analysis Amongst Vendors 5 Points Possible

Oral interview (§ 4.4) 10 Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.

REQUEST FOR PROPOSAL

6.5. Proposal Disqualification:

6.5.1. **Minimum Acceptable Score ("MAS"):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.

6.5.2. **Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.

6.6. **Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

6.7. **Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 \text{ (100\%)}$
Step 2 – $1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1 – $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 \text{ (90.9091\%)}$
Step 2 – $0.909091 \times 30 = \text{Total Cost Score of } 27.27273$

REQUEST FOR PROPOSAL

- 6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Sourcing Advisory Services LLC, dba Integris Applied

(Company)

Tim Ryckman, Managing Director

(Representative Name, Title)



Phone: 248-321-9959 / Fax: 832-442-9346

(Contact Phone/Fax Number)

September 15, 2022

(Date)

Exhibit A: Cost Sheet

	Unit Cost	Unit of Measure	Estimated Quantity	Extended Cost
Phase 1	\$1,098,464.00	Lump Sum		
Phase 2	\$1,247,896.00	Lump Sum		
Principal/Executive Consultant	\$350.00	HOUR		
Senior Consultant	\$275.00	HOUR		
Consultant	\$195.00	HOUR		
IT Financial Subject Matter Expert	\$250.00	HOUR		
Enterprise Architecture Subject Matter Expert	\$275.00	HOUR		
Total Bid Amount:				

Notes on Cost Proposal

Our proposed project timeline is approximately 40 weeks for Phase 1, and 50 weeks for Phase 2. These are accelerated versus the RFP requirements, but we believe they are possible and necessary to meet West Virginia's needs. We assume travel about once per month on average (which may ebb and flow based on project tasks, e.g., two weeks in a row followed by a gap).

Copied directly from our Technical Proposal Document and for ease of reading here, below are how we define various roles within our firm in alignment to West Virginia's requirements. For each specific project, we align individuals to client-specific roles.

- **Project Director / Executive:** capable of leading a project team, and who would interface with client executives, set strategic direction, and ensure that the team ultimately delivers appropriately to the client.
- **Senior Advisor / Consultant:** a senior expert with 10 or more years of work experience and capable of leading workstreams within a project.
- **Advisor / Consultant:** experienced person with domain knowledge, but usually works under the guidance of a Senior Advisor or Director.
- **Senior Subject Matter Expert:** varies by function, but each is an individual with significant domain knowledge and considered a leader in their field (e.g., service integration, contracts/legal, cyber security).
- **Analyst / Support:** a junior individual who supports the team members; highly skilled at software tools and/or data analysis, allowing senior personnel to focus on client interface and strategic direction.

Note: we see that Enterprise Architecture SME is not listed in the RFP roles, but we consider experts to be similar to a Senior Consultant.

Self-Assessment

State of West Virginia

Self-Assessment

The following self-assessment is provided as background information on the currently self-assessed capabilities most closely related to the intent of the RFP.

The assessment is for informational purposes only and does not establish a requirement or preference for this specific assessment method.

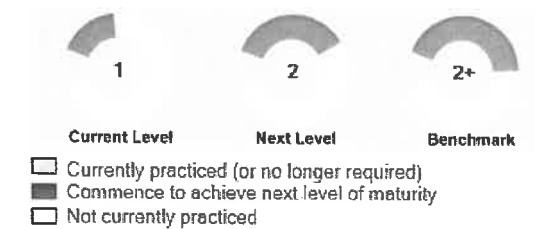
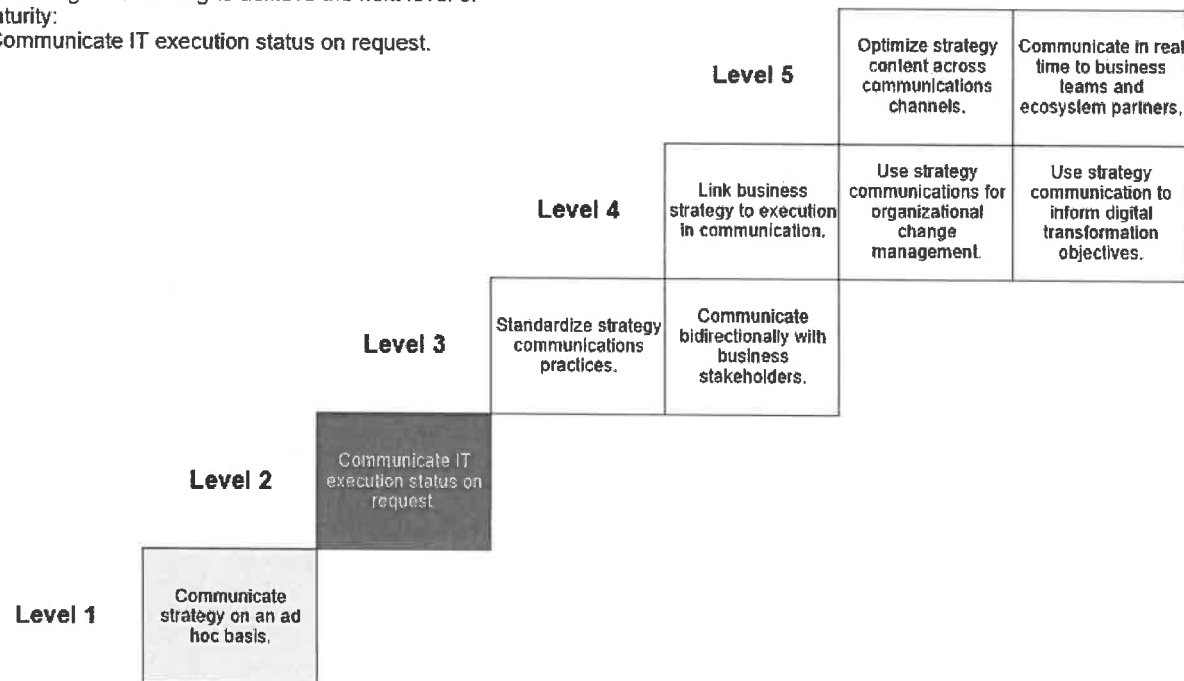
High Priority Area: Communicate Strategy

How and to whom the CIO communicates the strategy and associated plans to direct actions that accomplish the established objectives.

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Communicate IT execution status on request.



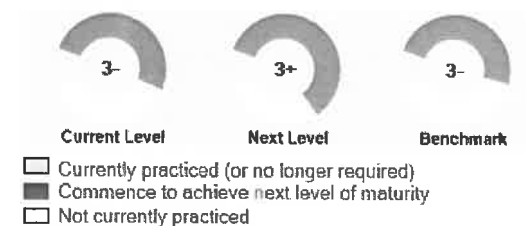
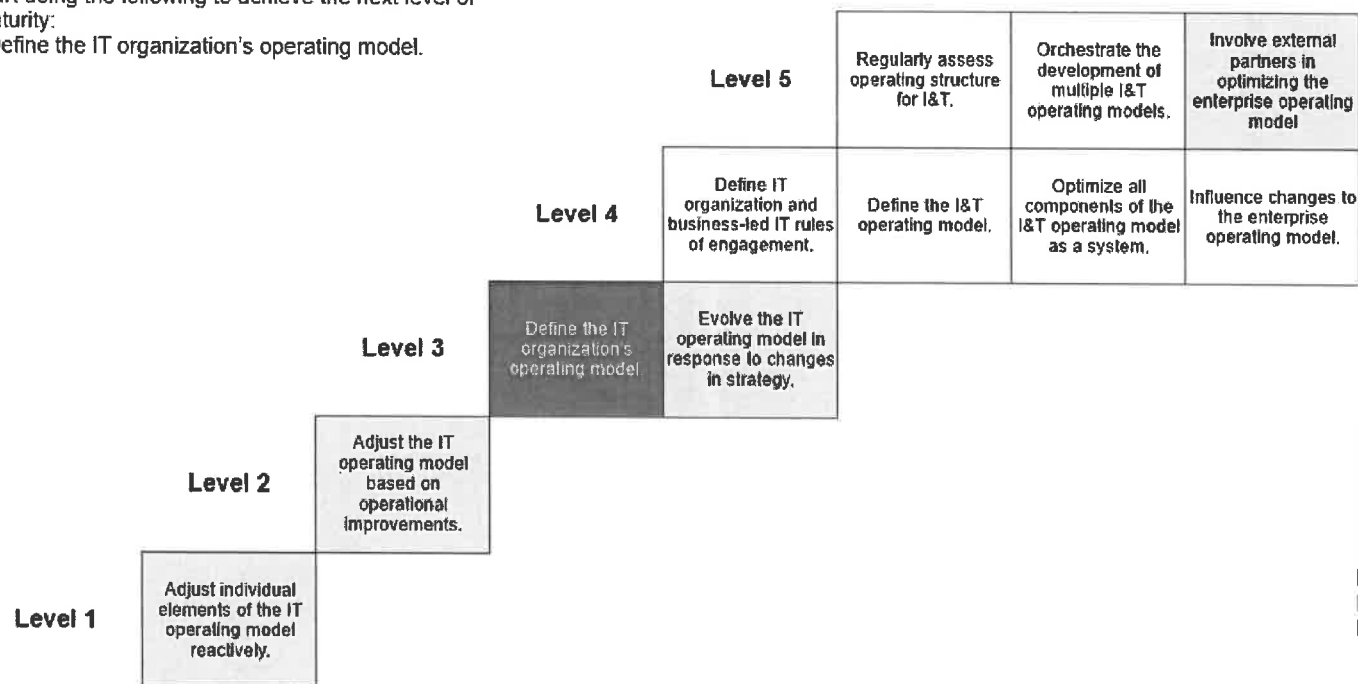
High Priority Area: Optimize the IT Operating Model

How the enterprise designs and optimizes the enterprisewide information and technology (I&T) operating model as a system to deliver on the strategic plan.

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Define the IT organization's operating model.



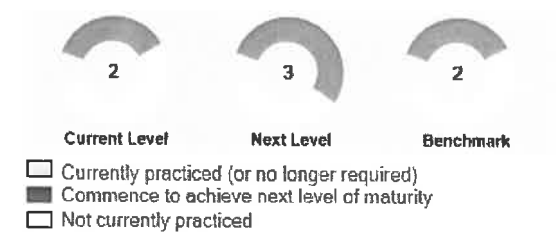
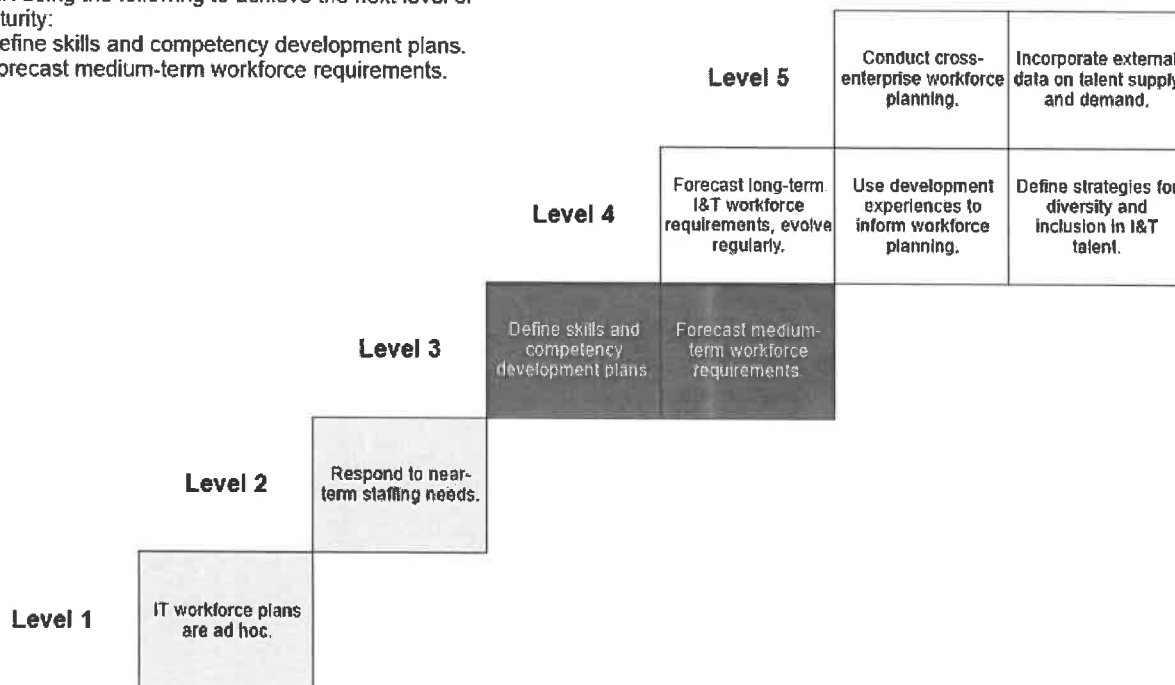
High Priority Area: Develop IT Workforce Strategy

How the IT organization identifies the roles, knowledge, skills and competencies needed in the IT workforce to minimize talent gaps and prioritize talent investments to fulfill future business needs.

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Define skills and competency development plans.
- Forecast medium-term workforce requirements.



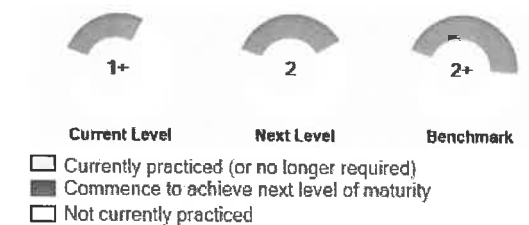
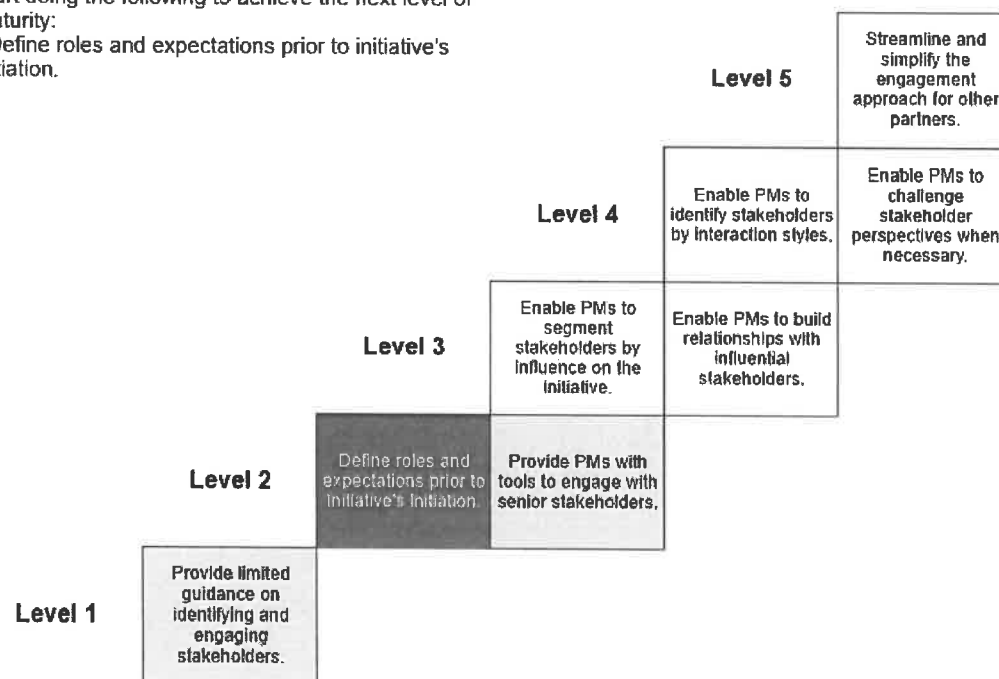
High Priority Area: Define a Stakeholder Management Approach

How the PPM function manages relationships with the company's senior executives, business partners and other stakeholders

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Define roles and expectations prior to initiative's initiation.



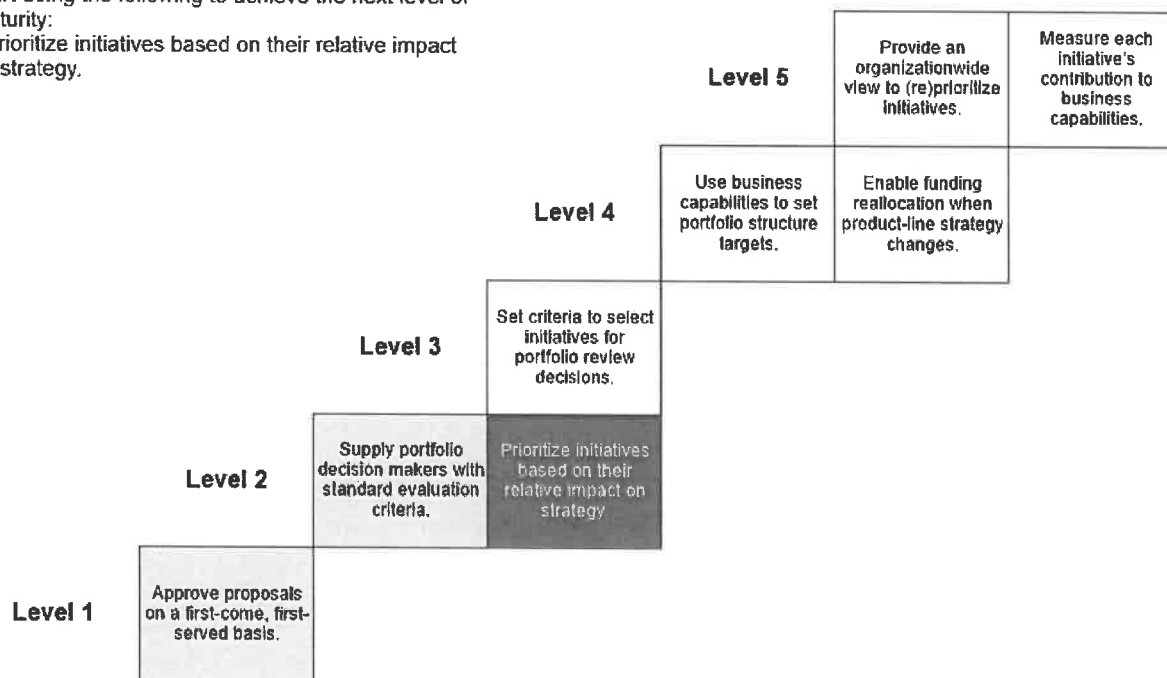
High Priority Area: Facilitate Portfolio Prioritization

How the PPM function aligns project, product and program prioritization and sequencing decisions with organization objectives

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Prioritize initiatives based on their relative impact on strategy.



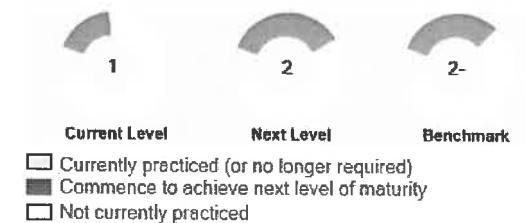
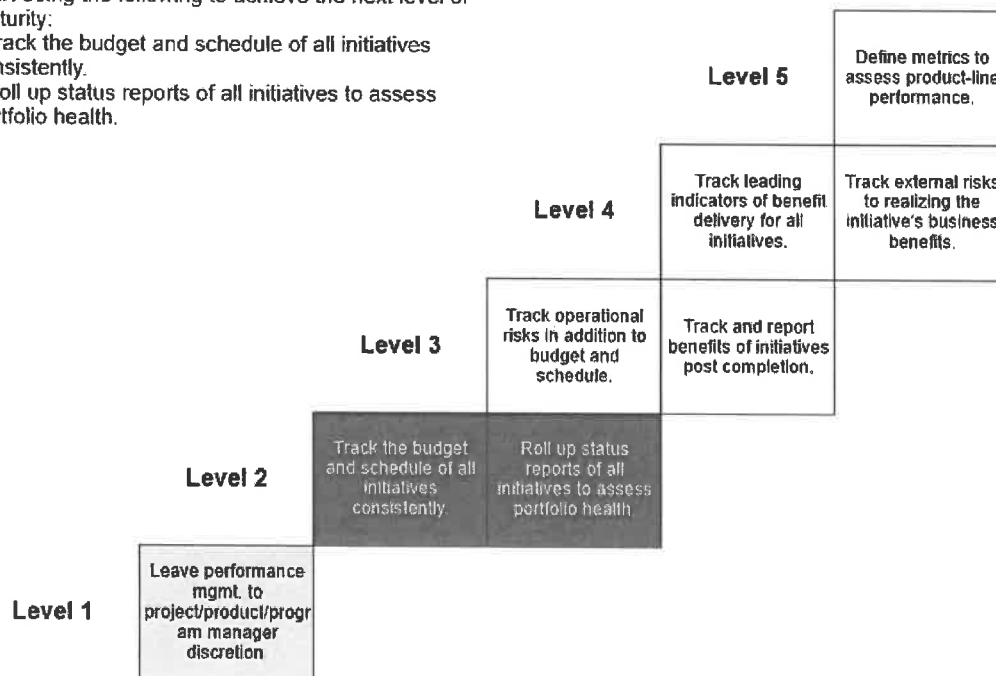
High Priority Area: Select and Report Portfolio Metrics

How the PPM function measures and communicates portfolio performance, risks and benefit delivery to stakeholders

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Track the budget and schedule of all initiatives consistently.
- Roll up status reports of all initiatives to assess portfolio health.



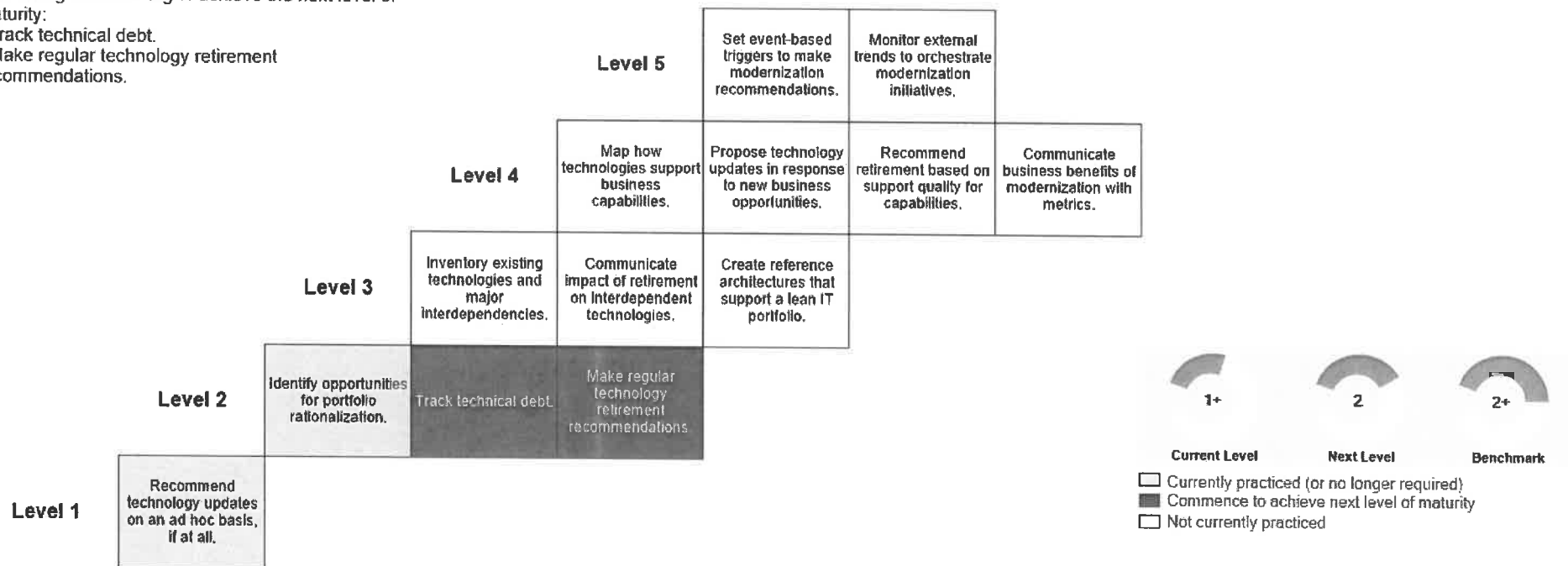
High Priority Area: Support Portfolio Modernization

How EA understands the IT portfolio and supports updates and additions to technology in the IT portfolio

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Track technical debt.
- Make regular technology retirement recommendations.



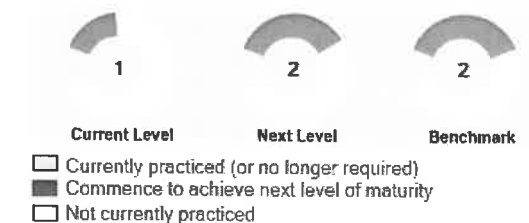
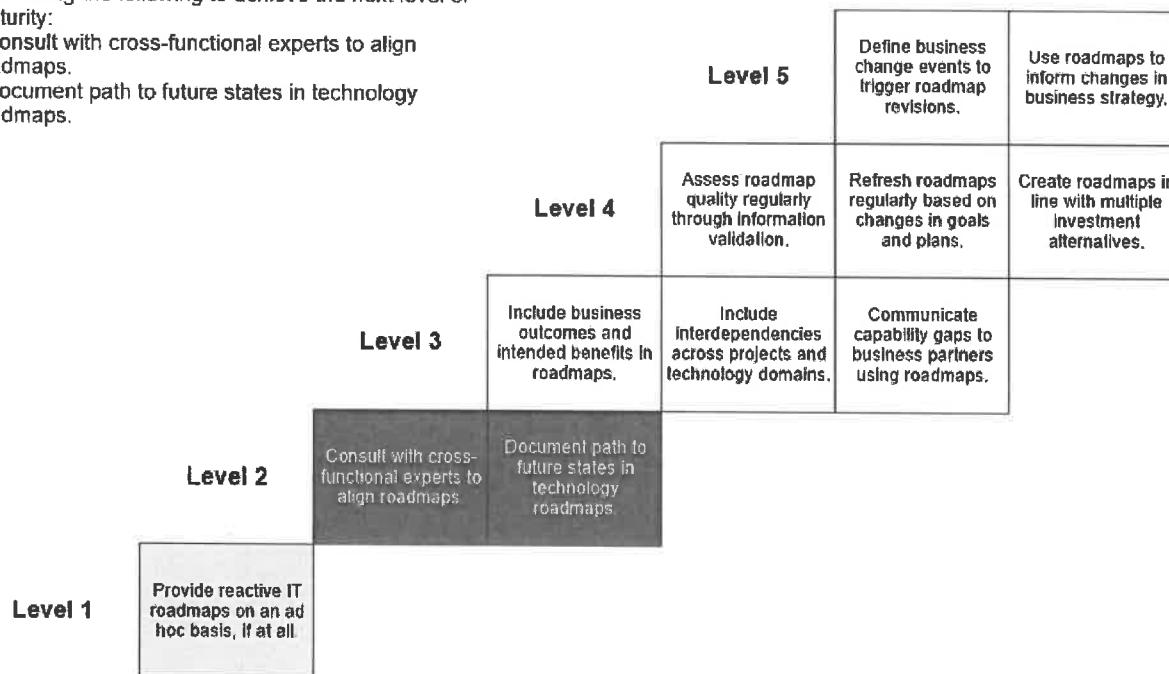
High Priority Area: Develop and Maintain Roadmaps

How EA provides a consistent framework to align technology investments with IT and business objectives

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Consult with cross-functional experts to align roadmaps.
- Document path to future states in technology roadmaps.



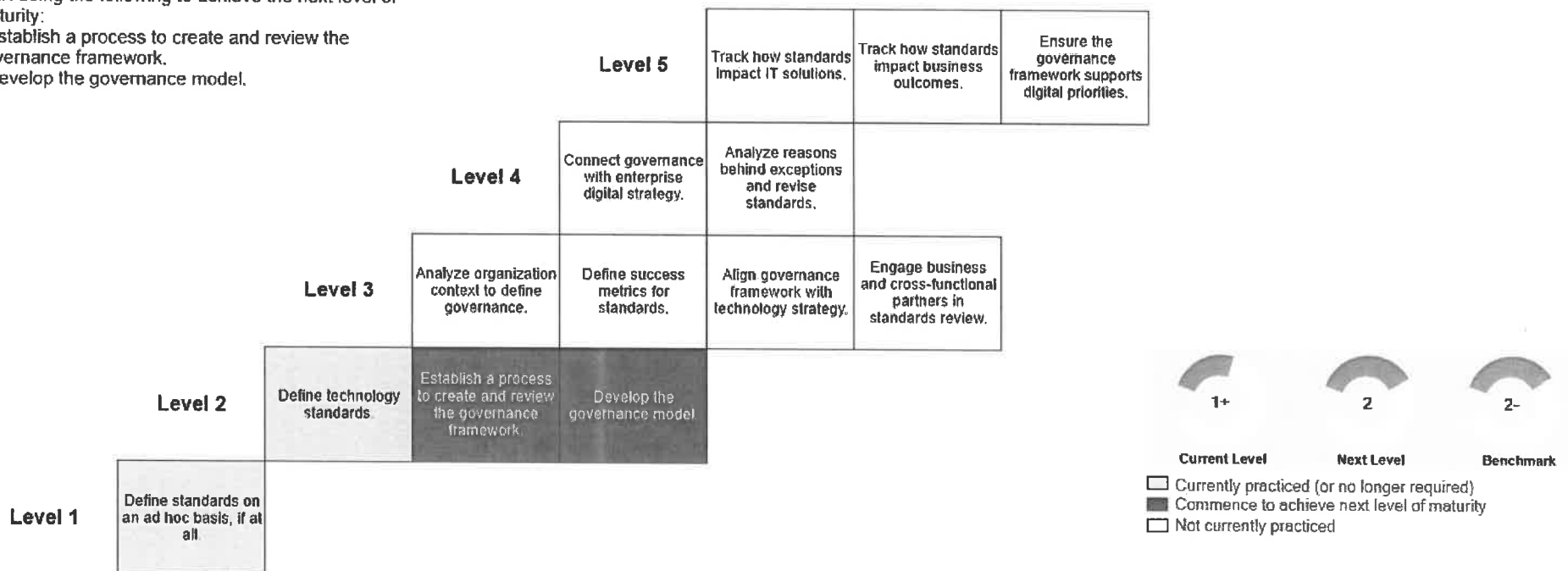
High Priority Area: Define Governance

How EA defines and establishes enterprise standards, decision rights, processes, policies and procedures

Path to Maturity

Start doing the following to achieve the next level of maturity:

- Establish a process to create and review the governance framework.
- Develop the governance model.





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

State of West Virginia
Centralized Request for Proposals
Consulting

Proc Folder: 1089655

Doc Description: RFP for OT Assessment and Consulting Services (OT23016)

Reason for Modification:

Addendum #1 to attach vendor questions and answers.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-09-08	2022-09-15 13:30	CRFP 0231 OOT2300000001	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 :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
304-558-2314
jessica.l.hovanec@wv.gov

**Vendor
Signature X**

FEIN#

DATE

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

ADDITIONAL INFORMATION

Addendum #1 to attach Vendor Questions and Answers.

The West Virginia Purchasing Division is issuing this solicitation as a request for proposal (RFP) on behalf of the West Virginia Office of Technology (WVOT) for Consulting Services to establish strategic technology management services within the WVOT per the specifications and terms and conditions as attached hereto.

ONLINE SUBMISSIONS FOR THIS REQUEST FOR PROPOSAL (RFP) ARE PROHIBITED

***ADDITIONALLY, the Vendor should clearly separate the cost proposal from the technical proposal in a separately sealed envelope.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	See Pricing Page - Attachment A	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101507			

Extended Description:

See Pricing Page - Attachment A

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by September 1, 2022 at 10:00 AM ET	2022-09-01

SOLICITATION NUMBER: CRFP OOT2300000001

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFP OOT2300000001 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1) To attach the vendor questions and answers

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.: CRFP OOT2300000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Sourcing Advisory Services LLC, dba Integris Applied

Company



Authorized Signature

October 26, 2022

Date

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

CRFP OOT2300000001 Addendum #1

Vendor Questions and Answers

Q1) Is there any budget allocated for this contract? If yes, can you please let us know the same?

A1) The State does not share budgetary information. The RFP process seeks proposals designed to provide best value to the State with cost being an evaluated element of the proposal.

Q2) Is Subcontracting allowed for this opportunity, if so, are there any specific participation goals to be met?

A2) The contract will be awarded to a single Vendor. The contracted Vendor will be responsible for coordinating all efforts required, and may choose to utilize subcontractors, but the State will have no working or contractual relationship with subcontractors.

Q3) Is there an incumbent on the contract? If yes, could you please let us know the incumbent name and spending done on contract so far?

A3) No incumbent.

Q4) What is the total number of resources who are currently working on this project? Please let us know their position name and hourly rate?

A4) See answer 3.

Q5) Considering the current COVID-19 pandemic situation, 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?

A5) Replacements can be provided, but will require approval by the State, and must meet all requirements outlined.

Q6) Is there any limitation on providing resumes of the personnel, i.e., if the requirement is for two candidates; do we need to submit only two resumes or can we propose resumes of more than two candidates for agency's consideration?

A6) For each role, Vendors should provide a resume for the candidate it is proposing who meets all requirements.

Q7) Are hourly rate ranges acceptable for proposed personnel including key?

A7) No, Vendor must provide a firm (maximum) rate with its bid. Should a Vendor choose to charge less than the bid amount, that is acceptable, but can never charge more than the bid amount.

Q8) 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.

A8) Please see RFP Section 4.2

Q9) We note that on Page 2 of the Solicitation Document, under Additional Information, the form indicates that online submissions for this proposal are prohibited. We also note in item 6 BID SUBMISSION that it says vendors can submit bids electronically through vwOASIS. However, two paragraphs below it states that a response to this Proposal is not permitted in vwOASIS. Please clarify if bids can be electronically submitted into vwOASIS.

A9) RFP responses CANNOT be submitted electronically.

Q10) Section 4.2. we note that “the State is open to operate in a hybrid manner”. While traditionally (i.e., pre-COVID) we did work almost exclusively onsite and can travel as needed, we also recognize that remote work has become more of the norm. For planning purposes, does the State have a view of how much onsite work may be required? Please confirm if you expect travel expenses to be included in the pricing? Will travel cost be evaluated?

A10) The WV Office of Technology operates as a hybrid work environment, therefore, the majority of the interactions with the agency can be remote. Some key change management activities, such as interactions with State leadership and stakeholder workshops should be evaluated for in person interactions. Pricing must be inclusive of all costs.

Q11) In ITEM 16, SMALL, WOMEN-OWNED , OR MINORITY-OWNED BUSINESSES, in the reference to West Virginia Code §5A-3-37(a)(7), the (a)7 does not appear online when searching via Google or the WV Code. Has the code or reference changed, and/or can you provide a link to this code §5A-3-37(a)(7)?

A11) The new reference is W. Va. Code 5A-3-37(c)(2)(G).

It states as follows:

"Notwithstanding any provisions of § 5A-3-37(c)(2)(A), § 5A-3-37(c)(2)(B), § 5A-3-37(c)(2)(C), § 5A-3-37(c)(2)(D), § 5A-3-37(c)(2)(E), or § 5A-3-37(c)(2)(F) of this code to the contrary, if any nonresident vendor that is bidding on the purchase of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects by the director or by a state department is also certified as a small-, women-, or minority-owned business pursuant to § 5A-3-59, the nonresident vendor shall be provided the same preference made available to any resident vendor under the provisions of this subdivision."

<https://www.state.wv.us/admin/purchase/minority.html>

Q12) ITEM 16, SMALL, WOMEN-OWNED , OR MINORITY-OWNED BUSINESSES indicates preference for such businesses. Can you explain how the state will apply this preference in its evaluation? Also, what documentation or certification must be submitted with the bid for a qualifying non-resident business?

A12) SWAM Preference: A non-resident vendor certified as a small, women-owned, or minority-owned (SWAM) business, pursuant to W. Va. Code § 5A-3-59, must be provided the same preference made available to any resident vendor when requested. The SWAM rules found in W. Va. § 148 C.S.R. 22-9 further explain that a non-resident SWAM business will receive the highest preference made available to a resident vendor in the solicitation for which the SWAM business has submitted a bid. In order to obtain this preference, however, a non-resident SWAM business must identify itself as such in writing with the bid and must be properly certified under the rules governing certification pursuant in W. Va. § 148 C.S.R. 22-1 et seq. The Vendor Preference Request form can be accessed online at www.state.wv.us/admin/purchase/forms.html.

Q13) Please clarify how the State plans to score Comparative Analysis Amongst Vendors in Section 6.2 Evaluation Criteria.

A13) The WVOT will compare the Vendors' submissions against one another to obtain the 'best in class' solution. Vendors should highlight how its response exceeds the requested levels, how its approach is a better methodology than what others may propose, or how it can value-add things to the project the WVOT may not have considered.

Q14) Will the necessary internal WVOT resources be available as needed during the project?

A14) Yes

Q15) Is the WVOT currently using any type of Service Management solution (ServiceNow, HP Service Manager, etc..)?

A15) WVOT leverages Ivanti as the ITSM and is implementing Nicus as the ITFM solution.

Q16) Is the WVOT currently using an Enterprise Architecture Framework? The Open

A16) Group Architecture Framework (TOGAF).

Q17) Is the WVOT currently using a Cybersecurity Framework?

A17) The NIST Cybersecurity Framework.

Q18) Does the WVOT have a formal Change Management process in place?

A18) Yes

Q19) Are the 4.2.2.3 Additional/Optional Services resources available as needed for both Phase 1 and Phase 2?

A19) The State may choose to leverage those in either Phase for unexpected work not defined within the Phases.

Q20) Are the Hours listed in 4.2.2.3 Additional/Optional Services, a not to exceeded time estimate?

A20) No, they are an estimate by the State for cost evaluation purposes.

Q21) Will all questions submitted be shared with all potential vendors?

A21) Yes