



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: 02-09-2023

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 0947 0947 ERP2300000002 1	Procurement Folder:	1137631
Document Name:	ERP Nightly Cycle Services and Staff Augmentation	Reason for Modification:	
Document Description:	ERP Nightly Cycle Services & Staff Augmentation		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2023-06-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-05-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000010650 DATAVIEW CONSULTING LLC 1634 King Street Lacrosse WI 54601-3023 US Vendor Contact Phone: 6462206008 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Evan Pauley Requestor Phone: 304-935-0425 Requestor Email: evan.pauley@wvoasis.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US	CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US

2-14-23 Bar

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

TW 2/10/23

PURCHASING DIVISION AUTHORIZATION
DATE: Munkit 2/14/2023
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: John S. Gray
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Toler
DATE: 2/24-2023
ELECTRONIC SIGNATURE ON FILE

2/23/2023

Extended Description:

The Vendor: Dataview Consulting LLC agrees to enter this contract with the Agency, WV Enterprise Resource Planning Board to provide ERP Services and Staff Augmentation, per the Bid Requirements, General Terms & Condition, Specifications, Addendum No 1 dated 12/20/2022 and the Vendor's submitted and accepted bid on: 12/29/2022 incorporated herein, by reference and made part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81111507			MO	14000.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Nightly Cycle Operations

Extended Description:

Nightly Cycle and Project needs - (24 months) - \$336,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81111507			HOUR	190.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Project Manager - Onsite Hourly Rate

Extended Description:

Project Manager - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81111507			HOUR	160.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Project Manager - Offsite Hourly Rate

Extended Description:

Project Manager - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81111507			HOUR	185.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Technical Lead - Onsite Hourly Rate

Extended Description:

Technical Lead - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81111507			HOUR	155.000000
Service From		Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Technical Lead - Offsite Hourly Rate

Extended Description:

Technical Lead - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81111507			HOUR	150.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Business Objects / Power BI Admin/Arch - Onsite Hourly Rate

Extended Description:
Business Objects / Power BI Admin and Architect - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81111507			HOUR	120.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Business Objects / Power BI Admin/Arch - Offsite Hourly Rate

Extended Description:
Business Objects / Power BI Admin and Architect - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	81111507			HOUR	150.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ASP.Net Solutions Arch / Develop Lead - Onsite Hourly Rate

Extended Description:
ASP.Net Solutions Architect / Development Lead - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81111507			HOUR	120.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ASP.Net Solutions Arch / Develop Lead - Offsite Hourly Rate

Extended Description:
ASP.Net Solutions Architect / Development Lead - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	81111507			HOUR	125.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ASP.Net Developer - Onsite Hourly Rate

Extended Description:
ASP.Net Developer - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	81111507			HOUR	100.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ASP.Net Developer - Offsite Hourly Rate

Extended Description:
ASP.Net Developer - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	81111507			HOUR	150.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ERP Technical Staff/Developer/Analyst - Onsite Hourly Rate

Extended Description:

ERP Technical Staff/Developer/Analyst - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	81111507			HOUR	120.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: ERP Technical Staff/Developer/Analyst - Offsite Hourly Rate

Extended Description:

ERP Technical Staff/Developer/Analyst - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	81111507			HOUR	125.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: BI Report Developer - Onsite Hourly Rate

Extended Description:

BI Report Developer - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	81111507			HOUR	100.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: BI Report Developer - Offsite Hourly Rate

Extended Description:

BI Report Developer - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	81111507			HOUR	185.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Change Lead - Onsite Hourly Rate

Extended Description:

Change Lead - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	81111507			HOUR	155.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Change Lead - Offsite Hourly Rate

Extended Description:

Change Lead - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	81111507			HOUR	150.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Technical Manager - Onsite Hourly Rate

Extended Description:
Technical Manager - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	81111507			HOUR	120.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Technical Manager - Offsite Hourly Rate

Extended Description:
Technical Manager - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	81111507			HOUR	120.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Junior Developer / Analyst - Onsite Hourly Rate

Extended Description:
Junior Developer / Analyst - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	81111507			HOUR	90.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Junior Developer / Analyst - Offsite Hourly Rate

Extended Description:
Junior Developer / Analyst - Offsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	81111507			HOUR	185.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Functional SME - Onsite Hourly Rate

Extended Description:
Functional Subject Matter Expert (SME) - Onsite Hourly Rate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	81111507			HOUR	155.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Functional SME - Offsite Hourly Rate

Extended Description:
Functional Subject Matter Expert (SME) - Offsite Hourly Rate

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 Two (2) Years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

☐☐☐☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 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.

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

Revised 11/1/2022

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Mohsine Badre, Partner

(Address) 1634 King St, Lacrosse, WI 54601

(Phone Number) / (Fax Number) (646) 220-6008

(Email address) Mo.Badre@Dataview.com

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

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

Dataview Consulting LLC

(Company) Badre mohsine

(Signature of Authorized Representative)

Mohsine Badre, Partner 12/24/2022

(Printed Name and Title of Authorized Representative) (Date)
(646) 220 - 6008

(Phone Number) (Fax Number)

Mo.Badre@Dataview.com

(Email Address)

REQUEST FOR QUOTATION
Nightly Cycle and Staff Augmentation

SPECIFICATIONS

1. **GENERAL INFORMATION:** The West Virginia Enterprise Resource Planning Board (WVERP) utilizes CGI Advantage ERP Suite; Advantage Financial, Advantage HRM and Payroll, Advantage Budgeting, infoAdvantage, and UKG (Kronos). All modules are live. WVERP is seeking qualified vendors to provide services as described in detail in sections 2 and 4 of this RFQ.

WVERP is also upgrading its CGI Advantage applications from version 3.9 to version 3.11. The cost associated with each item or service should be provided in the pricing sheet. Please refer **Exhibit A** for the pricing sheet with this RFQ.

2. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Enterprise Resource Planning Board to establish a contract for the following items and services:

- 2.1 Nightly Cycle and Support
- 2.2 Provide Staff Augmentation

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

3.1 **“Contract Item”** means item name and/or service as more fully described in these specifications.

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

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

3.4 **“RFQ”** means the official request for quotation identified as CRQM - ERP1800000004.

4. **GENERAL REQUIREMENTS:** This section provides the requirements the vendor needs to meet qualifications for items or services listed in **Section 2**. This request for quote will be separated into two sections. The first section will be for daily or nightly processing and support needs. The second section will be for specific staff augmentation based on qualified candidates to perform specific needs for ongoing projects.

REQUEST FOR QUOTATION
Nightly Cycle and Staff Augmentation

4.1 Nightly Cycle and Project Needs

4.1.1 Nightly Cycle Processing - Mandatory Contract Service Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below. Experience as noted will be verified and confirmed prior to award of this contract.

- 4.1.1.1** The vendor must have a minimum five (5) years of experience in running and monitoring nightly cycle operations.
- 4.1.1.2** The vendor must have a minimum five (5) years of experience with the CGI Advantage suite of applications currently being used by the WVOASIS. This is to include Performance Budgeting, Financials, UKG (Kronos), and Human Resource Management System. The vendor must have three years of experience with version 3.9.01 of the Advantage product line.
- 4.1.1.3** The vendor must have a minimum five (5) years of experience in the SOS Job Scheduler. Software provided by SOS (<http://www.sos-berlin.com/jobscheduler>)
- 4.1.1.4** The vendor must support the nightly cycle approximately (12 Hours) not to exceed 84 hours during a calendar week from 7 PM EST to 7 AM EST seven days a week throughout the entire year including holidays.
- 4.1.1.5** The vendor must be able to adhere to a run sheet for each nightly cycle operation.
- 4.1.1.6** The vendor must provide email contact information for personnel executing the nightly cycle for communication with the State.
- 4.1.1.7** The vendor must provide documentation outlining each requirement listed in this document.
- 4.1.1.8** The vendor must provide an activity sheet each month to validate all the activities were performed per the contract
- 4.1.1.9** The vendor must document and report the technical issues and the resolutions to the WVOASIS technical team in a timely manner.

REQUEST FOR QUOTATION
Nightly Cycle and Staff Augmentation

- 4.1.1.10** The vendor must provide a fixed price for this item or service. This item or service will be awarded with three optional one-year renewals.

4.3 Staff Augmentation - The following roles will be required on as needed basis awarded as an open-end contract. wvOASIS Project Management will request resumes and qualifications when requesting a role to be filled. Approval from the Project Management team must be met prior to any work commencing. The vendor must submit Time and materials cost (onsite and offsite) for each role listed in this section.

4.3.1 Project Manager

4.3.1.1 Required Skills:

- 4.3.1.1.1** Must have a minimum ten (10) years of proven working experience as a project manager on Public Sector Projects
- 4.3.1.1.2** Experience with Advantage ERP Solution and managing Advantage ERP Project a plus
- 4.3.1.1.3** Strong technical or functional background, with understanding or hands-on experience in software development and web technologies

4.3.1.2 Roles & Responsibilities:

- 4.3.1.2.1** Coordinate internal resources and third parties/vendors for successful project implementation
- 4.3.1.2.2** Ensure that all projects are delivered on-time, within scope and within budget
- 4.3.1.2.3** Developing project scopes and objectives, involving all relevant stakeholders and ensuring technical feasibility
- 4.3.1.2.4** Ensure resource availability and allocation
- 4.3.1.2.5** Develop a detailed project plan to track progress
- 4.3.1.2.6** Use appropriate verification techniques to manage changes in project scope, schedule and costs
- 4.3.1.2.7** Measure project performance using appropriate systems, tools and techniques

REQUEST FOR QUOTATION
Nightly Cycle and Staff Augmentation

- 4.3.1.2.8** Report and escalate to management as needed
- 4.3.1.2.9** Manage the relationship with the client and all stakeholders
- 4.3.1.2.10** Perform risk management to minimize project risks
- 4.3.1.2.11** Create and maintain comprehensive project documentation

4.3.2 Technical Lead

4.3.2.1 Required Skills:

- 4.3.2.1.1** Should have a minimum of three (3) years' experience in architecting and deploying Advantage ERP Solutions.
- 4.3.2.1.2** Should be familiar with troubleshooting Advantage ERP application and performance issues.
- 4.3.2.1.3** Should have experience configuring and managing Advantage ERP nightly cycles.
- 4.3.2.1.4** Strong Java EE development and WebSphere Application Server management experience
- 4.3.2.1.5** Experience with Software Development and Configuration Management processes and methodology.
- 4.3.2.1.6** Should be familiar with Advantage ERP Batch Job scripting

4.3.2.2 Roles & Responsibilities:

- 4.3.2.2.1** Assist Functional Team, Technical Team and Help Desk in triaging Advantage ERP Production Issues
- 4.3.2.2.2** Assist Functional teams in Advantage ERP design and development activities
- 4.3.2.2.3** Provide Configuration Management Support, Software version management and coordinate onsite review of patches/migrations
- 4.3.2.2.4** Support Technical Development teams in tracing and troubleshooting of Production and Test Issues

REQUEST FOR QUOTATION
Nightly Cycle and Staff Augmentation

- 4.3.2.2.5** Coordinate Middleware, Infrastructure and Operational team activities
- 4.3.2.2.6** Provide technical support in troubleshooting Nightly Cycle issues
- 4.3.2.2.7** Manage Performance tuning of Advantage ERP Applications
- 4.3.2.2.8** Assist with Job Scheduler installation, setup and configuration

4.3.3 Business Objects Admin and Architect

4.3.3.1 Required Skills

- 4.3.3.1.1** Should have a minimum ten (10) years of experience in architecting and developing Business Intelligence solutions.
- 4.3.3.1.2** Must have a minimum seven (7) years of experience in data modeling, architecting ETL frameworks, and developing reports using Business Objects Web Intelligence and Dashboards.
- 4.3.3.1.3** Able to create complex Webi reporting (e.g. custom formulas and free hand SQL) with strong analytical and problem-solving skills.
- 4.3.3.1.4** Good exposure on BO CMC console and user access management (universe access and dimension restriction and row level security).
- 4.3.3.1.5** Strong in Oracle 10g/11g, Toad, SQL scripts (able to write independent unit test case SQLs and run EXPLAIN plan when any performance issues come from report).
- 4.3.3.1.6** Knowledge on BO Cluster and fallback procedures.
- 4.3.3.1.7** Understanding the BO Services (e.g. Webi, cache, APS, Token) and dependencies and tomcat logs.
- 4.3.3.1.8** Awareness of BO XI SDK using JSP (JAVA).

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Nightly Cycle and Staff Augmentation

- 4.3.3.1.9** Experience in managing security and roles configuration for large scale BO implementations.
- 4.3.3.1.10** Generation of dashboards, KPI and Scorecards using BO Xcelsius.
- 4.3.3.1.11** Good Knowledge of Data Warehouse & BI Concepts.
- 4.3.3.1.12** Experience in CGI Advantage Financial application is required. Knowledge of CGI Advantage HRM/Payroll and Budgeting would be an added bonus.
- 4.4.3.1.13** Knowledge of Microsoft BI (SQL SERVER Database 2008 R2 and higher, SSAS, SSIS, SSRS, SharePoint for BI, Power BI, Power Query, PowerPivot, DAX, and Power BI Desktop would be an added bonus.

4.3.3.2 Roles & Responsibilities:

- 4.3.3.2.1** Provide expert consultancy in all areas of Business Intelligence (SAP Business Objects\Crystal) to internal application development teams.
- 4.3.3.2.2** Advise on product roadmap in accordance with project strategy.
- 4.3.3.2.3** Architect deployment meeting all infrastructure, high-availability, and disaster recovery meeting corporate standards.
- 4.3.3.2.4** Provide subject matter expertise to developers in areas of semantic layer (universe) design and report building.
- 4.3.3.2.5** Responsible for delivering and maintaining set of best-practice standards, guidelines and operational procedures to be used by application and support teams.

4.3.4 Technical Staff/ Developer/ Analyst

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4.3.4.1 Required Skills

- 4.3.4.1.1** Strong Java EE development and WebSphere Application Server management experience
- 4.3.4.1.2** Experience with Software Development and Configuration Management processes and methodology.
- 4.3.4.1.3** Experience troubleshooting and supporting Advantage ERP Application a plus
- 4.3.4.1.4** Experience with Advantage ERP Application Development and Versata Studio a plus
- 4.3.4.1.5** Should be familiar with troubleshooting Advantage ERP application and performance issues.
- 4.3.4.1.6** Basic knowledge of working with Linux and with Linux Shell Scripting

4.3.4.2 Roles & Responsibilities:

- 4.3.4.2.1** Maintaining and Setting up new Advantage ERP environments (FIN, HRM, Budgeting applications) as required by Project teams.
- 4.3.4.2.2** Provide ongoing Administration and Operational support of Advantage ERP Applications (Development, System Test, Training, UAT & Production).
- 4.3.4.2.3** Configure and Maintain Nightly Cycle Scripts based on functional requirements.
- 4.3.4.2.4** Participate in on-call production support activities and assist Help Desk in triaging of technical issues.
- 4.3.4.2.5** Assist Functional teams in Advantage ERP design and development activities
- 4.3.4.2.6** Develop Advantage ERP Enhancements and fixes as requested by State

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4.3.4.2.7 Provide Configuration Management Support, Software version management and coordinate onsite review of patches/migrations

4.3.4.2.8 Support Technical Development teams in tracing and troubleshooting of Production and Test Issues

4.3.5 BI Report Developer

4.3.5.1 Required Skills

4.3.5.1.1 3+ years' experience with BusinessObjects Report Design and Development.

4.3.5.1.2 At least 2 years' experience developing Advantage ERP Universe models for Business Objects to support new requirements.

4.3.5.1.3 3+ years of knowledge of infoAdvantage Extract Transform and Load ETL process.

4.3.5.2 Roles and Responsibilities

4.3.5.2.1 Provide support to the reporting team and wvOASIS users.

4.3.5.2.2 Provide technical support for the BusinessObjects Server performance issues.

4.3.5.2.3 Act as a liaison between technical team and functional team for reporting.

4.3.5.2.4 Manage and support reconciliation between Payroll and Financial applications

4.3.6 Change Lead

4.3.6.1 Required Skills

4.3.6.1.1 Strong Java EE development and WebSphere Application Server management experience

4.3.6.1.2 Experience with Software Development and Configuration Management processes and methodology.

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4.3.6.1.3 Experience troubleshooting and supporting Advantage ERP Application

4.3.6.1.4 Experience with Advantage ERP Application Development and Versata Studio

4.3.6.1.5 Basic knowledge of working with Linux and with Linux Shell Scripting

4.3.6.1.6 Basic knowledge of working with PerForce version control software

4.3.6.1.7 Basic knowledge of working with COBOL

4.3.6.1.8 Basic knowledge of working with JIRA Issue Management system

4.3.6.2 Roles and Responsibilities

4.3.6.2.1 Provide support to the infrastructure team

4.3.6.2.2 Maintaining code repositories for Advantage ERP environments (FIN, HRM, Budgeting applications) as required by Project teams.

4.3.6.2.3 Provide ongoing Administration and Operational support of Perforce and JIRA systems

4.3.6.2.4 Perform after hours support for code migration between environments

4.3.6.2.5 Provide Configuration Management Support, Software version management and coordinate onsite review of patches/migrations

4.3.6.2.6 Support Technical Development teams in tracing and troubleshooting of Production and Test Issues

4.3.6.2.7 Support functional team and alerting team members when configuration changes, code migration, or environment changes have been implemented

4.3.7 Technical Manager

4.3.7.1 Required Skills

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- 4.3.7.1.1** Overall understanding of large data center operations and maintenance and running ERP applications
 - 4.3.7.1.2** Strong understanding of processes, procedures, disciplines and technologies required to manage large data center installations
 - 4.3.7.1.3** 7 to 12+ years of data center and network operation and support
 - 4.3.7.1.4** Able to effectively manage multiple diverse activities
 - 4.3.7.1.5** Basic understanding of multiple operating systems and databases (Unix, Windows, Oracle)
 - 4.3.7.1.6** Overall understanding of network configuration, protocols, security,
 - 4.3.7.1.7** Ability to work with the client management and operations personnel to configure, install and maintain multiple Unix servers, both production and non-production
 - 4.3.7.1.8** Able to effectively communicate, verbally and written, with all levels of client personnel, from senior management to technical specialists;
 - 4.3.7.1.9** Ability to work with technical and other CGI members on-site; and
 - 4.3.7.1.10** Ability to understand system development lifecycle functions
 - 4.3.7.1.11** Some Advantage ERP Experience
- 4.3.7.2 Roles and Responsibilities**
- 4.3.7.2.1** Manage and update the Technical project plan, status report preparation and presentation.
 - 4.3.7.2.2** Managing the activities of the Technical team members, including Administrators, DBAs and technical specialist.

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- 4.3.7.2.3** Developing the overall technical architecture for all applications encompassed within the project and working with technical and support personnel to develop and implement the processes and procedures required to facilitate the ongoing operations of project environments, non-production and production
- 4.3.7.2.4** Developing hardware and software configurations for all environments
- 4.3.7.2.5** Acquisition and installation of all project hardware and software products
- 4.3.7.2.6** Development of the Technical Architecture paper, documenting all non-application/functional technical components
- 4.3.7.2.7** Development and concurrence of the capacity plan and approach for developing the hardware sizing estimates
- 4.3.7.2.8** Work with hardware and software vendors to develop the necessary configurations and quotations

4.3.8 Junior Developer / Analyst

4.3.8.1 Required Skills

- 4.3.8.1.1** Java Development Experience
- 4.3.8.1.2** Experience Support ERP Applications
- 4.3.8.1.3** Demonstrated experience with implementation, management and operational support of WebSphere Application Server environment
- 4.3.8.1.4** Demonstrated experience with Java support, tuning and troubleshooting
- 4.3.8.1.5** Fluent with a flavor of Unix shell scripting
- 4.3.8.1.6** Experience with highly available WebSphere Application Server clusters and Performance Tuning
- 4.3.8.1.7** Must be a team player. Work well with others

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4.3.8.2 Roles and Responsibilities

- 4.3.8.2.1** Help with installations, upgrades, migrations and support of WebSphere applications.
- 4.3.8.2.2** Deployment, administration and operational support of (Development, System Test, Training, UAT & Production) environments.
- 4.3.8.2.3** Provide after hour coverage and response to systems alerts.
- 4.3.8.2.4** Monitor resource usage, making required recommendations and adjustments
- 4.3.8.2.5** Participate in on-call production support activities
- 4.3.8.2.6** Recommend improvements to facilitate better management and monitoring of the environment.
- 4.3.8.2.7** Proactively create procedures to prevent and reduce the severity of outages

4.3.9 Functional SME

4.3.9.1 Required Skills

- 4.3.9.1.1** Strong understanding of State of WV current financial or HRM processes and wvOASIS System as needed to support ERP project.
- 4.3.9.1.2** 3+ years of experience working with Advantage ERP applications
- 4.3.9.1.3** 3+ years of experience as a Business Analyst supporting application users

4.3.9.2 Roles and Responsibilities

- 4.3.9.2.1** Provide support to team in the development of requirements and new functional designs
- 4.3.9.2.2** Support User Acceptance Testing (UAT), solving functional issues, and supporting any training needs.

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- 4.3.9.2.3** Research and solves issues and questions pertaining to wvOASIS and provides instruction and assistance to state agencies and project team members regarding the implementation and use of wvOASIS.
- 4.3.9.2.4** Assist in the development of process flows, requirements documentation, design documents and the configuration of wvOASIS.
- 4.3.9.2.5** Participate in project technical and functional meetings.
- 4.3.9.2.6** Support the development of all project deliverables and other project documentation to include requirements documentation, designs, plans, procedures, punch lists, mass communication, etc.
- 4.3.9.2.7** Support testing and training effort by developing and reviewing documentation and assisting testing labs and training classes.
- 4.3.9.2.8** Support wvOASIS Help Desk support to assist users and agencies with any issues that may arise as they pertain to the system.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the WVERP with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the RFQ CRQM ERP2300000002 Exhibit A - Pricing Page.

5.2 Pricing Page: Vendor may itemize the Pricing Page, however, the total bid price must be shown as "grand total" amount. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the WVERP may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

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

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Nightly Cycle and Staff Augmentation**

10. VENDOR DEFAULT:

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

SOLICITATION NUMBER: CRFQ ERP2300000002

Addendum Number: 1

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

Applicable Addendum Category:

- ☐ 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:

Addendum No 1 is issued for the following reasons:

- 1) To publish a copy of vendors questions with the answers/ responses.

--no other changes--

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

Terms and Conditions:

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

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ERP Nightly Cycle Services and Staff Augmentation
Vendor Questions

Q.1 Is there any local preference?

A.1 No.

Q.2 Would there be single or multiple awards?

A.2 Single award to the vendor that can provide all specifications as detailed in the solicitation.

Q.3 Would you please let us know the incumbent's details?

A.3 No.

Q.4. Would you please let us know the past spending on the contract?

A.4 Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q.5 What would be the anticipated budget for the contract?

A.5 Section 4.1.1.4 provides the expectations for the Nightly Cycle Processing. Estimates for the hourly staff augmentation have been provided on the Pricing Page.

Q.6 Is it mandatory to bid on both categories? (Nightly Cycle Support and Staff Augmentation)

A.6 Yes. We expect the same vendor to be able to provide services for all specifications as detailed in the solicitation.

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ERP Nightly Cycle Services and Staff Augmentation
Vendor Questions

Q.7 Is it mandatory to bid on all the positions?

A.7 Yes.

Q.8 What do we have to provide in the Technical Proposal?

A.8 The winning vendor must be able to provide all services as detailed in the specifications attached to the solicitation.

Q.9 Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.

A.9 No, this is not a new initiative. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q.10 Can you please let us know the previous spending of this contract?

A.10 Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q.11 Please confirm if we can get the proposals or pricing of the incumbent(s).

A.11 Please provide your bid based upon current fair market value for these services.

Q.12 Are there any pain points or issues with the current vendor(s)?

A.12 No.

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Vendor Questions

Q.13 Please confirm the anticipated number of awards.

A.13 One.

Q.14 Is this a new requirement? If not, please provide the current vendor (s) providing the service to the Purchasing Division, and how are the current services being procured?

A.14 No, this is not a new requirement. This solicitation seeks to establish a new contract for the services as defined in the specifications.

Section 4.3 states, "The following roles will be required on as needed basis awarded as an open-end contract. wvOASIS Project Management will request resumes and qualifications when requesting a role to be filled. Approval from the Project Management team must be met prior to any work commencing..."

Q.15 provide the total number of temporary staff on current assignments? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.

A.15 There are currently nineteen employees provided by the vendor working on current assignments. An estimated quantity of hours for each role is provided on the Pricing Page. Please provide your bid based upon current fair market value for these services.

Q.16 Please provide a copy of the proposal of all current vendors providing temporary employment Services including rate/cost sheets.

A.16 Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

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ERP Nightly Cycle Services and Staff Augmentation
Vendor Questions

Q.17 Is there any preference to the local vendors?

A.17 No.

Q.18 What is the estimated budget for this RFP? If unknown, please specify the previous spending.

A.18 Please provide your bid based upon current fair market value for these services.

Q.19 What are the most frequently used job categories in the subject matter RFP?

A.19 An estimated quantity of hours for each role is provided on the Pricing Page.

Q.20 What is the average length of the assignment?

A.20 This contract will be awarded for an initial term of two years with the option for three successive one-year renewals.

Q.21 Describe how vendors under contract will receive a fair share of business without vendor rotation of job orders implemented in the procurement process?

A.21 This contract will be awarded to a single vendor that is able to meet all specifications as defined in the solicitation.

Q.22 List of benefits current employees receiving from the incumbent.

A.22 We do not determine the benefits of our contractors.

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ERP Nightly Cycle Services and Staff Augmentation
Vendor Questions

Q.23 List of client mandates holidays.

A.23 None.

Q.24 Please confirm, it is mandatory to provide the insurance certificate with the response.

A.24 A certificate of insurance will be requested prior to the award of the contract.

Q.25 List of vacation and holidays current employees receiving from the incumbent.

A.25 None.

Q.26 What is Mandate Living wage and Supplemental benefits?

A.26 We do not determine the wage and benefits of our contractors.

Q.27 Details on benefits package current incumbent providing to temp staff.

A.27 We do not determine benefits of our contractors.

Q.28 Is there any benefit for local vendor?

A.28 No.

Q.29 Please confirm, it is mandatory to utilize the subcontractor for this contract?

A.29 This contract will be awarded to a single vendor that can meet all specifications as defined in the solicitation. Use of subcontractors is not mandatory.

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ERP Nightly Cycle Services and Staff Augmentation

Vendor Questions

Q.30 Please confirm, Can we bid only for the staffing positions for this contract?

A.30 No. This contract will be awarded as one award for the entirety of the requested specifications included in this solicitation.

Q.31 Is it mandatory to provide to do business License/certification of the State of WV?

A.31 Yes. In accordance with the *Code of State Rules* 148 CSR 6.1.7, vendors must be licensed and in good standing with any and all state and local law and requirements, including West Virginia Insurance Commission, Workers' Compensation, and proper registration with the Secretary of State's office, if applicable

The winning vendor will be required to follow all WV State Code requirements in order to do business with the State of WV.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ERP23*002

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 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.

Dataview Consulting LLC

Company

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Authorized Signature

12/24/2022

Date

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

Revised 6/8/2012

Exhibit A - Pricing Page

Nightly Cycle and Project Needs

RFQ Item #	Description	Unit Price (Monthly Price)	Quantity (months)	Extended Price (Annual Price)
3.1.1	Nightly Cycle Operations (2-years)	\$14,000.00	24	\$336,000.00
3.1.1	Nightly Cycle Operations (optional renewal - year 3)	\$15,000.00	12	\$180,000.00
3.1.1	Nightly Cycle Operations (optional renewal - year 4)	\$15,000.00	12	\$180,000.00
3.1.1	Nightly Cycle Operations (optional renewal - year 5)	\$16,000.00	12	\$192,000.00
Subtotal (Section A) Nightly Cycle and Project Needs				\$888,000.00

Staff Augmentation Pricing

RFQ Item #	Title	Estimated Quantity (Onsite)	Onsite Hourly Rate	Estimated Quantity (Offsite)	Offsite Hourly Rate	Extended Price
3.1.2.1	Project Manager		\$190.00		\$160.00	
3.1.2.2	Technical Lead		\$185.00		\$155.00	
3.1.2.3	Business Objects / Power BI Admin and Architect		\$150.00		\$120.00	
3.1.2.4	ASP.Net Solutions Architect / Development Lead		\$150.00		\$120.00	
3.1.2.5	ASP.Net Developer		\$125.00		\$100.00	
3.1.2.6	ERP Technical Staff / Developer / Analyst		\$150.00		\$120.00	
3.1.2.7	BI Report Developer		\$125.00		\$100.00	
3.1.2.8	Change Lead		\$185.00		\$155.00	
3.1.2.9	Technical Manager		\$150.00		\$120.00	
3.1.2.10	Junior Developer / Analyst		\$120.00		\$90.00	
3.1.2.11	Functional Subject Matter Expert (SME)		\$185.00		\$155.00	
Subtotal (Section B) Staff Augmentation Price Sheet						

TOTAL BID AMOUNT (Sum of Section A and B)

*All pricing includes travel charges, quantities are estimates for evaluation purposes only