

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: 01-16-2025

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 0705 0705 LOT2500000003 1	Procurement Folder: 1528690
Document Name:	Microsoft Dynamics and Technology Implementation Services	Reason for Modification:
Document Description:	Microsoft Dynamics and Technology Implementation Services	Award for CRFQ LOT2500000003
Procurement Type:	Central Master Agreement	
Bûyer Name:		
Telephone:		
Email:		

 Shipping Method:
 Best Way
 Effective Start Date:
 2025-02-01

 Free on Board:
 FOB Dest, Freight Prepaid
 Effective End Date:
 2026-01-31

**Requestor Name:** 

**Requestor Phone:** 

Requestor Email:

**VENDOR** 

Vendor Customer Code:

VS0000043431

ONACTUATE CONSULTING US INC

10900 NE 4TH ST UNIT 2300

10000112 111101 01111 2

WA

98004

BELLEVUE US

**Vendor Contact Phone:** 

7018707690

Extension:

**Discount Details:** 

	51 (41)	D' A D	Di A Di
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

2025

Thomas P Hymes

thymes@wvlottery.com

304-558-2350

**DEPARTMENT CONTACT** 

IN	VOICE TO		SHIP TO
ACCOUNTS PAYABLE LOTTERY		PURCHASING LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV 25327-2067	CHARLESTON	WV 25302
US		us	

CR 2-11-25

Total Order Amount:

Open End

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION

DATE: /

**Date Printed:** 

ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

0018

LECTRONIC SIGNATURE ON LILE

ENCUMBRANCE CERTIFICATION

ATE:

Page: 1

**ELECTRONIC SIGNATURE ON FILE** 

Jan 16, 2025 **Order Number:** CMA 0705 0705 LOT2500000003 1

FORM ID: WV-PRC-CMA-002 2020/01

#### **Extended Description:**

The Vendor: ONACTUATE CONSULTING US INC agrees to the Open-End contract with the agency, The West Virginia Lottery for Microsoft Dynamics and Technology Implementation Services per the bid requirements, specifications, terms and conditions, the information from Addendum No.01, dated: 12/06/2024, Addendum No. 02 dated: 12/17/2024, and the vendor's submitted and accepted bid on: 1/02/2025, incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price	
1	43231500				0.000000	
	o : E	Comdes To		Camilaa Cami	Service Contract Amount	
7	Service From	Service To		Service Com	ract Amount	

Commodity Line Description:

Microsoft Dynamics and Technology Implementation Services

#### **Extended Description:**

See Attached Specifications Section 4.1.1 and Exhibit - A Pricing Page for details Cost To Include Planning & Design, Configuration, Data Migration and Implementation of Interfaces, Training and Testing. Hourly Rate: \$150.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price	
2	43231500			HOUR	150.000000	
	Service From	Service To		Service Contr	Service Contract Amount	
				0.00		

**Commodity Line Description:** 

Support and Maintenance

#### **Extended Description:**

See Attached Specifications Section 4.1.2 and Exhibit - A Pricing Page for details

**Date Printed:** Jan 16, 2025 **Order Number:** CMA 0705 0705 LOT2500000003 1

FORM ID: WV-PRC-CMA-002 2020/01

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### **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.

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  Upon Award 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
Alternate Renewal Term – This contract may be renewed for 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)
<b>Delivery Order Limitations:</b> In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.

Fixed Period Contract with Renewals: This Contract be receipt of the notice to proceed and part of the Contract more	re 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 periods or shorter periods provided that they do not excontained in all available renewals. Automatic renewal Renewals must be approved by the Vendor, Agency, I General's Office (Attorney General approval is as to f	of this Contract is prohibited.  Purchasing Division and Attorney
One-Time Purchase: The term of this Contract shall run Document until all of the goods contracted for have been of Contract extend for more than one fiscal year.	an from the issuance of the Award delivered, but in no event will this
Construction/Project Oversight: This Contract become date listed on the first page of this Contract, identified as a cover page containing the signatures of the Purchasing Encumbrance clerk (or another page identified as and continues until the project for which the vendor is provided in the project for the pro	Division, Attorney General, and
Other: Contract Term specified in	
4. AUTHORITY TO PROCEED: Vendor is authorized to the date of encumbrance listed on the front page of the Award De "Fixed Period Contract" or "Fixed Period Contract with Renewa above. If either "Fixed Period Contract" or "Fixed Period Contract Vendor must not begin work until it receives a separate notice to proceed will then be incorporated into the Contract via change of that work commenced.	ocument unless either the box for ls" has been checked in Section 3 act with Renewals" has been checked, proceed from the State. The notice to
<b>5. QUANTITIES:</b> The quantities required under this Contravith the category that has been identified as applicable to the	ract shall be determined in accordance is Contract below.
☑ Open End Contract: Quantities listed in this Solicitation approximations only, based on estimates supplied by the Age that the Contract shall cover the quantities actually ordered Contract, whether more or less than the quantities shown.	gency. It is understood and agreed
Service: The scope of the service to be provided will be specifications included herewith.	more clearly defined in the
Combined Service and Goods: The scope of the service provided will be more clearly defined in the specifications in	e and deliverable goods to be ncluded herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
<b>7. REQUIRED DOCUMENTS:</b> 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: \$1,000,000.00 per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of:  \$500,000.00 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:
✓ 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.

- **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

	Agency's right to pursue any other available rement the amount specified below or as described in the	
	for	·
Liquidated D	Damages Contained in the Specifications.	
Liquidated D	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 <a href="https://www.state.wv.us/admin/purchase/privacy.">www.state.wv.us/admin/purchase/privacy.</a>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(Printed Name and Title) Gregory Allgrim, Account Executive	
(Address) 10900 NE 4th St Unit 2300   Bellevue WA 98004	
(Phone Number) / (Fax Number) 305-905-1169	
(email address) gregory.allgrim@onactuate.com	

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wyOASIS, 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 tair 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 § 5.4-3-62, which automatically voids certain contract clauses that violate State law: and that pursuant to W. Va. Code 5.4-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)	
(Signature of Authorized Representative) Clegory Alignm, Account Executive December 6, 2024	hasananininininininininininininininininin
(Printed Name and Title of Authorized Representative) (Date)	=
(Phone Number) (Fax Number)	
greatry.adgrim@onactuate.com	
(Email Address)	

Revised 8/24/2023

## **SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Lottery (Lottery) to establish an open-ended contract for the planning, designing, configuration, data migration, training, testing, support, and maintenance of the successful implantation of Microsoft (MS) Dynamics and related Microsoft technologies, platforms and services. This does not include the purchase of licenses.

### **EXISTING ENVIRONMENT:**

- The Lottery currently operates on-premise MS Access applications
- The database back end is MS SQL Server
- **2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section two (2) of the General Terms and Conditions.
  - **2.1 "Contract Services"** means implementing Microsoft technologies and platforms as more fully described in these specifications.
  - **2.2 "Pricing Page"** means the pages contained in wvOASIS or attached hereto as Exhibit A on which the Vendor should list its proposed price for the Contract Services.
  - 2.3 "Holidays" means days designated by WV State Code CSR 2-2-1 as legal holidays.
  - **2.4 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - **2.5** "Work Breakdown Structure (WBS)" means the hierarchical decomposition of the total scope of work to be carried out by the project team to accomplish the project objectives and create the required deliverables.
  - **2.6 "External Data Source"** means data sent to the Lottery by licensed or contracted third-party service providers.

## REQUEST FOR QUOTATION

# West Virginia Lottery

# Microsoft Dynamics and Technology Implementation Services

- **3. QUALIFICATIONS:** Vendor, or Vendor's staff, if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
  - **3.1.** The Vendor must upon request, provide documentation showing a minimum of five (5) years of experience providing similar services to other public sector organizations or government agencies.
    - 3.1.1 The Vendor must upon request, provide references and documentation from a minimum of three (3) past projects.
    - **3.1.2** The Vendor must upon request, provide an executive summary of the years of qualification, experience, training and relevant professional education.
    - 3.1.3 The Vendor must provide with their bid response, documentation being a current Microsoft-Certified Solutions Partner for Biz Apps.
    - 3.1.4 The Vendor must provide with their bid response, documentation and must hold a Microsoft Commerce Incentive (MCI) score greater than 90 points.
    - **3.1.5** The Vendor must provide Microsoft Certified staff to implement and support of all of the following Microsoft technologies and platforms:
      - 3.1.5.1 D365 Business Central
      - 3.1.5.2 D365 Customer Service
      - 3.1.5.3 D365 Customer Insights
      - **3.1.5.4** D365 Field Service
      - **3.1.5.5** PowerBI
      - **3.1.5.6** Power Platform
      - **3.1.5.7** Power Apps
      - **3.1.5.8** Power Automate
      - **3.1.5.9** Power Pages
      - **3.1.5.10** Dataverse
      - **3.1.5.11** Co-Pilot
      - 3.1.5.12 Synapse
      - 3.1.5.13 DataLake
      - **3.1.5.14** DevOps
      - **3.1.5.15** Azure Communication Services
      - **3.1.5.16** Azure OpenAI
      - 3.1.5.17 Azure Machine Learning
      - **3.1.5.18** Azure AI Search
      - 3.1.5.19 Azure AI Services

## REQUEST FOR QUOTATION

# West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

- **3.1.5.20** Azure AI Studio
- 3.1.5.21 Azure API Management
- 3.1.5.22 Azure Functions
- 3.1.5.23 Azure SQL Database
- 3.1.5.24 Azure Cosmos DB
- 3.1.5.25 Microsoft Fabric
- **3.1.5.26** M365
- 3.2 The Vendor must maintain a minimum of two (2) Microsoft-certified permanent direct employees on staff to implement and support operations for each Microsoft technology listed above.
  - **3.1.1** Vendor employees must work directly for the Vendor and may not be subcontracted employees.
  - 3.1.2 Vendor staff must be located in the United States or Canada.
  - **3.1.3** Vendor must provide employment verification with their bid response.
- 3.3 The Vendor must have project and support staff who are current Microsoft-certified professionals with a minimum of five (5) years of experience.
  - **3.2.1** Experience must consist of configuring and supporting the Microsoft technologies and platforms in the target work effort and solution.
  - **3.2.2** Vendor must provide documentation of certifications of support staff with their bid response.

## 4 MANDATORY REQUIREMENTS:

- **4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
  - **4.1.1 Contract Services Deliverable # 1: Microsoft Dynamics and Technology Implementation Services:** The Vendor must provide detailed project plans and timelines for implementing each work effort. The Vendor shall bid on the services that will be utilized to plan, design, configure, implement, test, train, and support the Microsoft technologies required to implement each solution and work effort. Contract Services must meet or exceed the mandatory requirements listed below.
    - 4.1.1.1 Planning and Design

- **4.1.1.1.1** The Vendor must set up role-based access, including an administrative role allowing Lottery staff to control agency access, modify and create tables, and add data elements as needed.
- **4.1.1.1.2** The Vendor must provide and submit a project management plan to the Lottery for approval for each solution and work effort.
- **4.1.1.3** Project management plans shall provide at a minimum the following components:
  - **4.1.1.3.1** An issue tracker, objectives and task lists, work breakdown structures (WBS), and an implementation schedule for each work effort.
- **4.1.1.1.4** The Vendor must submit a design document for each solution and work effort the Lottery identifies and requests.
- **4.1.1.1.5** Project management plans and design documents must be submitted and approved by the Lottery before implementation begins.

# 4.1.1.2 Configuration

- **4.1.1.2.1** The Vendor shall be responsible for configuring Microsoft technologies for each work effort, including setting up the necessary users, roles, and permissions.
- **4.1.1.2.2** The Vendor must analyze existing data and all imports and provide solutions for migrating the existing data, interfaces and imports to the Microsoft technologies involved in the work effort and solution.
- **4.1.1.2.3** The Vendor must provide metrics and acceptance tests to validate the accuracy and completeness of the migrated data, interfaces, and data imports.
- **4.1.1.2.4** The Vendor must analyze the Lottery's process needs, propose solutions, and provide metrics for Lottery approval.

**4.1.1.2.5** The Vendor must provide user acceptance tests to confirm compliance with the accepted metrics.

# 4.1.1.3 Data Migration and Implementation of Interfaces

- **4.1.1.3.1** The Vendor shall be responsible for data discovery and migrating data from the Lottery's existing systems to Microsoft technologies and platforms in the proposed solutions.
  - **4.1.1.3.1.1** This includes but is not limited to data mapping and developing all necessary data migration scripts or solutions.
- **4.1.1.3.2** The Vendor must review current data interfaces and data imports, provide data quality reports, and shall make recommendations for data cleansing before implementation.

# **4.1.1.4** Training

- **4.1.1.4.1** The Vendor must provide live training via the Internet for Lottery staff.
- **4.1.1.4.2** Training shall include at a minimum but not limited to a walkthrough of system functionalities, workflows, reporting, and dashboards.

### **4.1.1.5** Testing

- **4.1.1.5.1** The Vendor must complete functional testing and data validation.
- **4.1.1.5.2** Testing must be conducted on the user interface and reports.

# 4.1.2 Contract Services Deliverable # 2: Support and Maintenance

- **4.1.2.1** The Vendor must provide support and maintenance for a transition during the deployment of the Microsoft technology solution.
- **4.1.2.2** The Vendor must provide live support to quickly resolve any issues identified during the implementation.

- **4.1.2.2.1** After each work effort and solution is initially implemented, the Vendor must provide post-implementation support and maintenance.
- **4.1.2.3** Support and maintenance must be available Monday through Friday, 8:00 a.m. EDT to 5:00 p.m. EDT, excluding State and Federal Holidays.

### 5 CONTRACT AWARD:

- **5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.
- 5.2 Pricing Page: The pricing page is attached as Exhibit A. Lottery is seeking an open-end hourly rate for the Contract Services, the volume of hours on the pricing page is an estimated volume for bidding and evaluation purposes only. Vendor should complete the Pricing Page by entering the cost per hour for Planning, Design, Configuration, Data Migration, Implementation of Interfaces, Training, Testing, then by entering the cost per hour for Support and Maintenance. Multiply each line by the estimated quantity of hours given to calculate the extended cost for all contract items, then add all the extended cost line items together to get the overall total cost. 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.

The Contract Services and estimated volume of hours are the estimated volume that represents an approximate volume of anticipated hours only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page or through wvOASIS, if available, or as an electronic document, the pricing page is attached in Excel document and will automatically calculate. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: <a href="mailto:brandon.l.barr@wv.gov">brandon.l.barr@wv.gov</a>

6 **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.

# REQUEST FOR QUOTATION

# West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

- 7 **PAYMENT:** Agency shall pay the cost per hour as shown on the Pricing Pages for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 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 must be included in the total bid amount or hourly rate listed in 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 become 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.

# REQUEST FOR QUOTATION

# West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

#### 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:	

# **EXHIBIT A – Pricing Page**

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.1.1	Microsoft Dynamics and Technology Implementation Services	Hours		\$ 150.00	\$
4.1.2	Support and Maintenance	Hours		\$ 150.00	\$
		Overall T	otal Cost	\$	VEX.

Please note: \*This information is being captured for auditing purposes. The estimated volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, Vendor must complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified. A no bid will result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

# **BIDDER / VENDOR INFORMATION:**

Vendor Name:	OnActuate Consulting US Inc.	
Address:	10900 NE 4th St, Unit 2300	
City, St. Zip:	Bellevue, WA 98004	
Phone No.:	+1 305 905 1169	
Email Address:	gregory.allgrim@onactuate.com	

December 6, 2024

Date:

Vendor Signature:



# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ LOT25\*03

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)

	Addendum No. I Add 1 12/6/2024	[	]	Addendum No. 6
-	Addendum No. 2 Add 2 12/17/2024	[	]	Addendum No. 7
[X]	Addendum No. 3	[	]	Addendum No. 8
	Addendum No. 4	[	]	Addendum No. 9
[ ]	Addendum No. 5	E	]	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.

OnActuate Consulting US Inc.

Company
Authorized Signature
2 January 2025
Date

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

You are viewing this page over a secure connection. Click here for more information.

## West Virginia Secretary of State — Online Data Services

#### **Business and Licensing**

Online Data Services Help

#### **Business Organization Detail**

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

### ONACTUATE CONSULTING US INC.

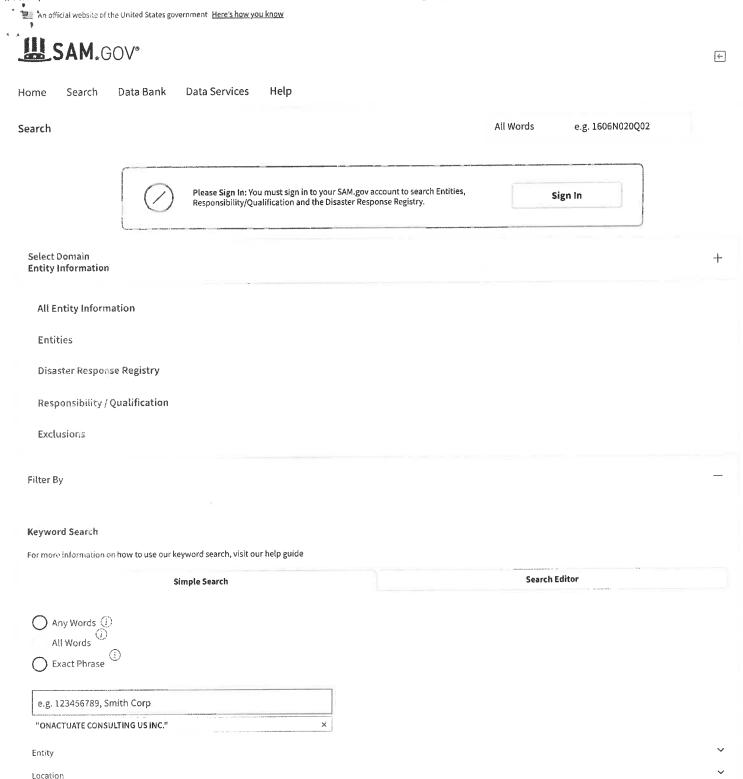
Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	7/24/2023		7/24/2023	Foreign	Profit			

Organization Informa			
Business Purpose	5415 - Professional, Scientific and Techincal Servies - Professional, Scientific and Techincal Servies - Computer Systems Design and Related Services (design, programming, facilities mgmt)	Capital Stock	
Charter County		Control Number	
Charter State	WA Excess Acres		
At Will Term	Member Managed		
At Will Term Years		Par Value	
Authorized Shares		Young Entrepreneur	No

Addresses		
Туре	Address	
Local Office Address	10900 NE, 4TH ST UNIT 2300 BELLEVUE, WA, 98004	
Mailing Address	10900 NE, 4TH ST UNIT 2300 BELLEVUE, WA, 98004 USA	
Notice of Process Address	DUSTIN KNUDSON 10900 NE, 4TH ST UNIT 2300 BELLEVUE, WA, 98004	
Principal Office Address	10900 NE, 4TH ST UNIT 2300 BELLEVUE, WA, 98004 USA	
Гуре	Address	

Officers				
Туре	Name/Address			
Vice-President	DUSTIN KNUDSON 2306 VICTORIA ROSE DRIVE SOUTH FARGO, ND, 58104	× Close		
Туре	Name/Address			
		ia. Im 9000 Lean belp		

Annual Reports	vou file your Annual Report
Filed For	
2024	
Date filed	





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