



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

State of West Virginia
Centralized Request for Proposals
Info Technology

Proc Folder: 1006716

Doc Description: IT Financial Management (ITFM) System RFP

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-28	2022-03-24 13:30	CRFP 0231 OOT2200000001	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Nicus Software, Inc

Address :

Street : 110 Campbell Ave SW, #6

City : Roanoke

State : VA

Country : United States

Zip : 24011

Principal Contact : Christopher Aber

Vendor Contact Phone: 770-480-8569

Extension:

03/24/22 11:13:21
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 54-1744413

DATE 3/23/2022

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting responses on behalf of the West Virginia Office of Technology (WVOT) to obtain a cloud-based IT Financial Management (ITFM) system that will be utilized by the WVOT and its supported state agencies, per the specifications and terms and conditions as attached hereto.

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

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

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

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	ITFM System - See Pricing Page				

Comm Code	Manufacturer	Specification	Model #
81000000			

Extended Description:

ITFM System - See Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by March 4, 2022 at 10:00 AM EST.	2022-03-04

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SECTION 1: GENERAL INFORMATION

1.1. Introduction:

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Office of Technology (WVOT), under the Department of Administration (hereinafter referred to as the “Agency”) to provide an Information Technology Financial Management System (ITFM).

The RFP is a procurement method in which Vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring Vendor, rather than the lowest cost Vendor, based upon a technical evaluation of the Vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, Vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS

Instructions begin on the next page.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **March 7, 2022 at 10:00 AM EST**

Submit Questions to: **Jessica L. Hovanec, Senior Buyer**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Jessica.L.Hovanec@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: IT Financial Management (ITFM) System RFP
BUYER: Jessica L. Hovanec, Senior Buyer
SOLICITATION NO.: OOT2200000001
BID OPENING DATE: March 24, 2022
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: N/A

Revised 02/08/2022

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus FIVE (5) convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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

Bid Opening Date and Time: **March 24, 2022 at 1:30 PM EST**

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

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.

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

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

SECTION 3: GENERAL TERMS AND CONDITIONS

Terms and conditions begin on the next page.

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 THREE (3) YEARS. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **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.

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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:

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

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

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

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

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

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

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

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

Vendor must maintain:

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

☐☐☐☐

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

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

10. [Reserved]

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

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

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

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

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

37. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.


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.

Bishoy Michael, Director of Customer Success
(Name, Title)
Bishoy Michael, Director of Customer Success
(Printed Name and Title)
110 Campbell St, Roanoke, VA 24011
(Address)
434-426-3203
(Phone Number) / (Fax Number)
bmichael@nicus.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation 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 for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Nicus Software, Inc
(Company)


(Authorized Signature) (Representative Name, Title)
Paul Carmody, COO

(Printed Name and Title of Authorized Representative)

(Date) 03/23/ 2022

(Phone Number) (Fax Number)

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Definitions

Accounts Receivable - Invoices, statements, and money owed to the WV Office of Technology

Actuals - The real-time revenues and expenditures at a given point in time.

Annual Budget - Projected expenditures over the course of a year and approved by the WV Legislature.

API - Application Programming Interface

Archived Invoice Backup Data - Invoice backup data more than three (3) years old. WVOT Records Management policy requires the invoice itself to be kept for five (5) years.

Backup Details - Itemized detail such as an inventory, materials used, time/date associated with each individual service or line item on the invoice.

Benchmark - A comparison of projected revenue and expenses against actual revenue and expenses on an annual, quarterly, and monthly basis, and the ability to compare service rates against other related or similar industries.

Cost Modeling - The ability to see the effects of changes within unit price and number of units would impact overall budget numbers in order to create future budgets.

CSV format - Comma Separated Value file.

Dashboard - Shows financial data or other metrics from multiple sources in an easy-to-view, graphic user interface (GUI) format.

Data Sources - Various uploads and files to create the billable items and services in Microsoft Excel, CSV, Google Sheets, IBM Db2 for z/OS, Microsoft SQL formats.

Design Document - Document that details database design, information table structure, specifies primary keys, defines database relationships, user security, input/output tables, and defines data points, and defines inputs and outputs for the ITFM System.

Disputes - A service or time billed that an agency can question if it believes it was invoiced in error.

Financial Reporting - Ability to create and run various reports that show monthly income in comparison to payments received, invoice totals and invoice payments, and to examine resource usage, cash flow and business performance.

Invoice - A list of goods services provided, with a sum due; a bill.

Invoice Cycle - A one-month period in which all WVOT invoices are sent to customers.

Project codes - Unique ID associated to a project that can be used for time reporting and can be marked as billable or non-billable.

Project Management Plan - Plan that defines project scope, requirements, objectives, schedule with Estimated due dates, task list, contact list, communication templates, and roles and responsibilities.

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Role Based Access - Method of restricting access based on the roles of individual users within an enterprise to ensure employees access only information needed to do their jobs and prevent them from accessing unnecessary information.

Service Catalog - A list of goods or services provided by WVOT with a unit cost for each. WVOT current catalog is at the following site for reference:

<https://docs.google.com/document/d/1RTrskMPC76Elfwcai5XTTNdv6npt3JnDRLHPHQCsos/edit>

Short Pay - When the amount paid by an agency is the full amount of the invoice less any disputes.

SubAgency Accounts - Multiple accounts that are tiered up to one main account.

Time Reporting Capabilities - Ability to enter or upload billable time worked on a project into the monthly billing.

Unit Type - Unit of measurement (ex. cost per GB, cost per User, etc)

wvOasis - The State of West Virginia's enterprise financial system

WVOT Services - Central Mailing, Telecommunications, Microsoft Licensing, Google Licensing, Data Center Infrastructure and Services, and the Information Services and Communications Division.

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

The West Virginia Office of Technology (WVOT), an agency within the Department of Administration, and the led by the Chief Information Officer, supports Executive Branch agencies' technical needs, provides assistance in the design and management of information systems, and develops an organized approach to information resource management, as well as provides other Telecommunications, Central Mailing, and licensing to State entities.

The WVOT currently uses multiple disparate systems to manage its IT services rate setting, budgeting, and chargeback activities.

The purpose of this RFP is to contract with a Vendor to obtain a cloud-based IT Financial Management (ITFM) system that will be utilized by the WVOT and its supported state agencies, as described in West Virginia Code §5A-6 and §5A-7 et seq.

4.2. Project Goals and Mandatory Requirements:

This solicitation is intended to obtain a Vendor that will provide its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. The Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches, outline project deliverables, and provide supporting documentation.

Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

4.2.1. Goals and Objectives –

The WVOT is seeking an Information Technology Financial Management (ITFM) System to improve visibility into the WVOT's service catalog; obtain a major reduction in labor-intensive billing and cost allocation activities; improve inventory management; obtain flexible financial reporting functionality by users; transition, to the maximum extent possible, to a paperless accounts receivable; and seamlessly interface with existing data systems. The project goals and objectives are listed below.

4.2.1.1 Planning and Design - Phase 1

4.2.1.1.1 The WVOT desires the ability to set up multiple subagency accounts under a main Agency account. Additionally, the WVOT desires a way to distribute costs down to a subAgency level within the system that would be able to be rolled

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into the main Agency for dashboard and financial reporting purposes. Please describe your solution's ability to meet or exceed this goal.

4.2.1.1.2 The WVOT desires the ability to set up role based access. The WVOT also desires an administrative role that will allow WVOT staff to control agency access, modify and create tables, and add data elements as needed. Please describe your solution's ability to meet or exceed this goal.

4.2.1.1.3 The WVOT currently invoices for a variety of WVOT services. WVOT desires the ability to organize the different types of data in order to produce separate monthly invoices. Please describe your solution's ability to meet or exceed this goal.

4.2.1.1.4 The WVOT desires the ability to set up multiple or distinct accounts receivable profiles within the system in order to reconcile invoices and payments received for the WVOT service offerings. Please describe your solution's ability to meet or exceed this goal.

4.2.1.1.5 The WVOT desires a design document within ninety (90) calendar days of contract effective date. The design document must be submitted to and approved by the WVOT prior to implementation. Please describe your company's experience and strategy in developing design documents, as well as experience in working with state entities to gather all relevant information.

4.2.1.1.6 The WVOT desires a project management plan within thirty (30) calendar days of contract effective date. This plan should provide the following key components; project charter, issue tracker, objectives and task lists, work breakdown structures(WBS), implementation schedule, and support and maintenance schedule for the new ITFM system in accordance with the Project management Body of Knowledge (PMBOK) or other industry standard project management methodologies stated in West Virginia State Code (§5A-6-4b). The project management plan must be submitted to and approved by the WVOT Project Management Office (PMO) prior to implementation. Please describe your company's experience and strategy in developing project management plans.

4.2.1.2 Development and Implementation - Phase 2

4.2.1.2.1 The WVOT desires the ability to integrate with a variety of external data sources. Please describe your solution's ability to meet or exceed this goal and provide a list of all API integration possibilities that your system currently can connect with.

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4.2.1.2.2 The WVOT receives payments from its agencies via the wvOASIS system. Agencies include the WVOT's unique invoice number in their payments. Currently, the WVOT utilizes internal reports, in csv or Excel, to obtain the payment information and manually reconciles invoices. The WVOT desires a more automated reconciliation process with the ability to reconcile agencies' invoices and payments via report upload utilizing the invoice number. The reconciliation should include the ITFM system updating its records to reflect the payments received and remaining balances if the invoice is short paid. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.3 The WVOT desires the system to have built-in data validation capabilities such as instances where invoice number is incorrect or text input into a numeric field. Additionally WVOT desires the ability to change data inputs as needed upon its own inspection. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.4 The WVOT desires the ability to input its annual budget and the ability to compare current year's expected income for each rate in comparison to the actual recovering amount being billed. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.5 The WVOT desires the ability to upload or input backup details for each invoice including, at a minimum: Billing Account Number, Customer Number, Department Number, Office Number, Address, Agency Number, Service Name, Service Number, Description, Unit Quantity, Cost Per Unit, and Total Price. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.6 The WVOT desires the ability to store large data sets within the system, such as telecom invoice details, which are approximately 345,000 Excel rows of data per month, and Mainframe invoice details, which are approximately 400,000 Excel rows of data per month. The WVOT also desires the ability to store archived invoice backup data. Archived invoice backup data can be stored in a separate solution, if needed, but must be accessible by the WVOT. Please describe your solution's ability to meet or exceed this goal and any data size limitations that can be uploaded and shown for backup.

4.2.1.2.7 The WVOT desires the ability for the agency to dispute charges on an invoice to the line item level. Further, the WVOT desires the ability for disputes to be entered and resolved in the system, including the ability to issue credits. After an agency files a dispute, the WVOT desires that agencies receive an updated total for the disputed invoice in order to short pay. Please describe your solution's ability to meet or exceed this goal.

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4.2.1.2.8 The WVOT desires time reporting capability from the Vendor solution. Additionally, the WVOT desires the ability for non-administrator employees to enter time, that employee's supervisor to approve time, and create invoices for time based on billable project codes. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.9 The WVOT desires the ability to create an ITFM service catalog by uploading existing data, develop new service rates, and the ability to enter miscellaneous or one-time charges. Additionally, the WVOT desires the ability to assign a service code number for each of its services, the unit price per service, the unit type per service offering, and a description of the service. Further, the WVOT desires that the service catalog be published and accessible to its customers via web portal at all times, with the ability to update and refresh the catalog as needed. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.10 The WVOT desires the ability to perform cost modeling. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.11 The WVOT desires the ability to create invoices that show a monthly breakdown of charges to send to customers for payment. Additionally, the WVOT desires the ability for administrators to add fields as needed to the invoices.

At a minimum, the invoice should contain the following fields.

- Per Unit Cost - What each asset/service cost (price per unit);
- Rate for each Service/Asset - The price of each service/asset
- Quantity - quantity of service/asset (predefined unit rate);
- Cost Center Number
- Cost Center Name
- Agency Contact Name
- Agency Contact Address
- WVOT Funding String
- End of Month Date
- Customer ID
- Date Due
- Our contact information to use with billing issues
- Optional: Notes field to display additional information
- Invoice #
- Remittance Information

The WVOT is including a copy of one of its invoices for reference - see Attachment B. The Vendor should submit a sample invoice with its bid for review. Please describe your solution's ability to meet or exceed this goal.

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4.2.1.2.12 The WVOT desires the ability to send, from the ITFM System, invoices and backup details to customers via an email attachment, or a link, and the ability to print documents in a pdf format from the system. Additionally, the WVOT desires the ability to send manual or automatic emails from the system to contacts listed for past due invoices and when changes have been made. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.13 The WVOT desires dashboard capabilities accessed via a web portal by both the WVOT and agencies. Dashboard capabilities should include, at a minimum, a benchmark dashboard within the portal for ease of comparison, an invoice dashboard to view at least three (3) years of invoices and invoice backup data. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.14 The WVOT desires financial reporting capabilities. Additionally, the WVOT desires the ability to use system data to create ad hoc reports in csv format. Lastly, the WVOT would like to see examples of pre-configured reports that are available from the system. Please describe your solution's ability to meet or exceed this goal.

4.2.1.2.15 The WVOT desires professional services for setting up the WVOT cost models. Please describe your solution's ability to meet or exceed this goal.

4.2.1.3 System Validation, Training, and Ongoing Maintenance - Phase 3

4.2.1.3.1 The WVOT desires a live training, either via Internet or in person, for WVOT administrators and staff, approximately 15 users. Training should include at a minimum a walkthrough of system functionalities, financial reporting and dashboard modules, and the capability for a live question and answer format. Additionally, WVOT desires a recorded video training that can be accessed by agency end users as needed. Lastly, the WVOT desires that pdf training manuals be provided for WVOT administrators and agency end users. Please describe your solution's ability to meet or exceed this goal.

4.2.1.3.2 The WVOT desires the vendor to provide notification of three (3) business days or more in advance of emergency maintenance. While the State understands emergency outages and/or unplanned maintenance windows occur, it is expected that these situations are kept to a minimum. Please describe your company's notification process for emergency maintenance and outages.

4.2.1.3.3 The WVOT desires notification if the Vendor's work requires them to be at a State site. The Vendor should provide Agency at least 72 hours' notice before arriving at the site and comply with State law and all Agency policies, including but not limited to background checks for contractors, vendors, and visitors. Please describe your approach and methodology in your solution/response.

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

4.2.2.1 Vendor must provide a hosted cloud ITFM System solution.

4.2.2.2 Planning and Setup - Phase 1

4.2.2.2.1 Vendor must provide a design document.

4.2.2.2.2 Vendor must provide a project management plan.

4.2.2.2.3 Vendor's solution must have the ability to create role based access.

4.2.2.2.4 Vendor's solution must have the ability to create and manage multiple accounts.

4.2.2.2.6 Vendor's solution must have multifactor authentication options and SSO/authentication with AD. Otherwise you'll have to manually enter account information.

4.2.2.2.7 Vendor's solution must track account actions in audit logs, including but not limited to user logins/logoffs, administrative changes, and user transactions.

4.2.2.2.8 After the Vendor has provided a Design Document and a Project Management Plan to the WVOT, and the WVOT has approved both documents, the WVOT will render payment for Planning and Setup - Phase 1.

4.2.2.3 Development and Implementation - Phase 2

4.2.2.3.1 Vendor's solution must allow the WVOT to input actuals.

4.2.2.3.2 Vendor's solution must have the ability to upload backup details for each invoice.

4.2.2.3.3 Vendor's solution must allow credit memo functions.

4.2.2.3.4 Vendor's solution must allow WVOT to manually enter data into the system.

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- 4.2.2.3.5** Vendor's solution must have the ability to upload files that are in Microsoft Excel .xls or .csv formats.
- 4.2.2.3.6** Vendor's solution must have accounts receivable functionality.
- 4.2.2.3.7** Vendor's solution must have the ability to handle large data sets, such as telecom invoice details which is approximately 345,000 Excel rows of data per month and Mainframe invoice detail which is approximately 400,000 Excel rows of data per month. .
- 4.2.2.3.8** Vendor's solution must have the ability to add attachments (including pdf, xls, webpage, doc).
- 4.2.2.3.9** Vendor's solution must have the ability to create a service catalog.
- 4.2.2.3.10** Vendor's solution must have the ability to create invoices.
- 4.2.2.3.11** Vendor's solution must have the ability to email invoice and backup details for each invoice as needed.
- 4.2.2.3.12** Vendor's solution must have ability to track actuals monthly to budget.
- 4.2.2.3.13** Vendor's solution must have dashboard capabilities.
- 4.2.2.3.14** Vendor's solution must have financial reporting capabilities.
- 4.2.2.3.15** Vendor's must provide implementation support including setting up the WVOT budget, service catalog, billing input integration, account and invoice setup, and dashboard and financial reporting capabilities.
- 4.2.2.3.16** Vendor's solution must run for two, consecutive monthly invoice cycles with no significant errors as determined by the WVOT to verify all capabilities of the system. Should changes be necessary, the Vendor and WVOT will work together to make adjustments. After a successful two-month invoice cycle, the WVOT will render payment for Phase 2 - System Validation and Testing.

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4.2.2.4 Training, System Validation, and Years 1-3 Maintenance and Support

4.2.2.4.1 Vendor's solution must provide training for WVOT and end users.

4.2.2.4.2 Vendor must provide ongoing maintenance and support for all years including upgrades, patches, and bug fixes. Maintenance and support will be paid annually by the WVOT.

4.2.2.4.3 The Vendor must provide support via email, phone, or chat Monday through Friday 8am to 5pm EST.

4.2.2.4.4 The Vendor must agree and/or acknowledge that:

1. The State owns all of the data supplied and collected as part of this contract;
2. The State expects full, complete, and timely cooperation in disentangling the relationship in the event that the contract expires or terminates for any reason; and 3. The Vendor must supply the State with the State's data in an agreed upon format at the expiration and/or termination of the contract in a timely manner. Please acknowledge your firm's acceptance of this.

4.2.2.4.5 After the Vendor has rendered its training services and is providing ongoing maintenance and support, the WVOT will render payment for Training, System Validation, and Ongoing Maintenance - Phase 3.

4.2.2.5 Vendor must provide an hourly rate for services for changes related to changing tables, datasets, dashboards, and reporting features that can be utilized after initial system acceptance.

4.2.2.6 Optional Annual Renewal Years - Vendor must provide pricing for optional annual renewal years 4, 5, and 6. Optional annual renewals will be initiated by the WVOT agreed to by the Vendor and executed via change order.

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

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

- 4.3.1.1** Vendor should have and provide at least three (3) examples demonstrating at least three (3) years of experience in project management. Vendor should provide a summarization of each project including goals and objectives, and references for each example.
- 4.3.1.2** Vendor should have and provide at least three (3) examples demonstrating at least three (3) years of experience in providing an ITFM solution of similar size and scope - 500 invoices per month. Vendor should provide a summarization of the projects including description of project, lessons learned from project, and implementation timeline , and references for each example.
- 4.3.1.3** The State desires an implementation specialist with at least three(3) years of experience in designing and implementing an ITFM system. Vendor should include a resume with its bid.
- 4.3.1.4** Vendor should provide at least three (3) examples of pre-determined chargeback model that it has implemented within an ITFM solution.
- 4.3.1.5** Vendor should provide at least three (3) examples of a service rate catalog that it has implemented within an ITFM solution.

4.3.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

- 4.3.2.1** Vendor must provide one (1) example demonstrating implementation support related to API integrations.
- 4.3.2.2** Vendor must provide three (3) examples demonstrating working with Government Agencies. Vendor should provide a summarization of each project.

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

Materials and Information Requested at Oral Presentation:

- 4.4.1.** Summary of solution, including product and support offerings, ability to deliver the solution in the specified timeframes, and experience in providing ITFM System solutions.
- 4.4.2.** The State will ask clarifying questions regarding the Vendor's submitted technical response.
- 4.4.3.** A live demonstration of Vendor's offering.

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SECTION 5: VENDOR PROPOSAL

5.1. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

5.2. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

5.3. Proposal Format: Vendors should provide responses in the format listed below:

5.3.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

5.3.2. Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

5.3.3. Table of Contents: Clearly identify the material by section and page number.

5.3.4. Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division **prior** to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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SECTION 6: EVALUATION AND AWARD

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

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 60 Points Possible
 - 4.2.1.1 Planning and Design (15 Points Possible)
 - 4.2.1.2 Development and Implementation (30 Points Possible)
 - 4.2.1.3 System Validation, Training, and Ongoing Maintenance (15 Points Possible)
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) 0 Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) 5 Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) 0 Points Possible

Oral interview (§ 4.4) 5 Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

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- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.5. Proposal Disqualification:**
- 6.5.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All Vendor proposals not attaining the MAS will be disqualified.
 - 6.5.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.
- The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.
- 6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

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

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

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

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Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

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

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

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

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

Nicus Software , Inc
(Company)

Christopher Aber, Account Executive
(Representative Name, Title)

770-480-8569
(Contact Phone/Fax Number)

caber@nicus.com
(Email)

03/23/2022
(Date)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Aicus Software, Inc

Authorized Signature: _____

Date: 3/23/2022

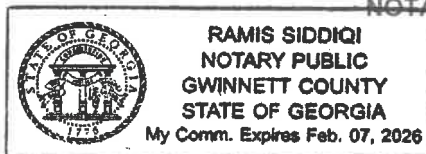
State of Georgia

County of Forsyth, to-wit:

Taken, subscribed, and sworn to before me this 23 day of March, 2022.

My Commission expires Feb 07, 2026.

AFFIX SEAL HERE



NOTARY PUBLIC

Ramis Siddiqi

Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: _____ Address: _____

Name of Authorized Agent: _____ Address: _____

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☐ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☐ Check here if none, otherwise list entity/individual names below.

Signature: _____ Date Signed: _____

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

Nicus ITFM Technical Solution for WVOT

CRFP 0231 OOT2200000001



Content

- Executive Summary
 - About Nicus
 - Solution Overview
- Solution Details
 - Bill of IT
 - Cost Transparency
 - Real-time Reporting
- Implementation & Support
- Qualifications
- Pricing Proposal

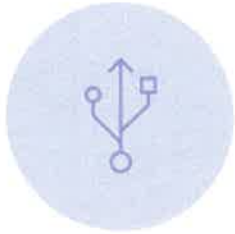


Who is Nicus?

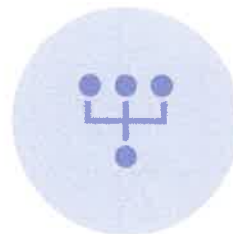
- Recognized by Gartner as one of the leaders in ITFM.
- We are a company focused on Quality not Quantity.
- Fanatical about Customer success – check our our NPS scores.
- We bring Experts to work with you over 125 Years ITFM experience.
- Easy to do business with – flexible terms that can help speed up time to value.



Real, Sustainable Value. Real Fast.



Flexible Cost Model approach allows organizations to adopt an approach that will best support your organizational objectives, the business and IT stakeholders.



“What-if” Scenario Analysis enables quick reactions to the changing business climates



More detailed data for the right people Out of the Box drives faster insights, better decisioning and long-term program adoption



Value realization for our customers is a priority. From contract terms & pricing, to design through to support, Nicus over delivers.

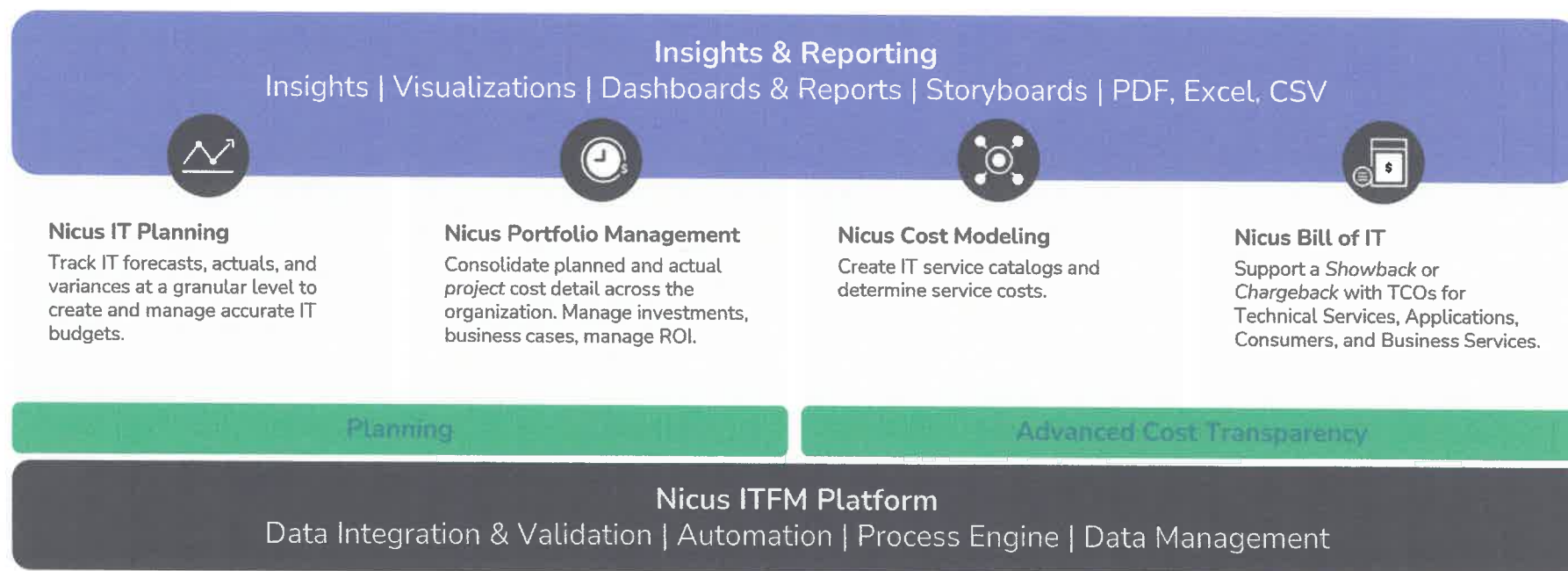


Experience

- Nicus delivers purpose-built capabilities for State governments & Agencies
- Nicus has implemented ITFM solutions for 7 state governments & numerous state agencies/ municipalities.
 - Many have been with Nicus for 5+ years, leveraging our Advanced Cost Transparency to address challenges similar to WVOT.
 - Several states are managing IT spend in excess of \$500M in IT spend
 - See case studies for Arizona, Seattle and Florida for additional insights
- The Nicus team has deep expertise in delivering ITFM solutions, driving strategy and ensuring on-going success (see details on slides 25 & 26)



A Purpose-Built ITFM Solution



Elevate IT. Ignite Possibility.

Recommended Solution

Insights & Reporting

Insights | Visualizations | Dashboards & Reports | Storyboards | PDF, Excel, CSV



Nicus Cost Modeling

- ✓ Create IT service catalogs
- ✓ Develop service costs
- ✓ Budget Variance Analysis



Nicus Bill of IT

- ✓ Accounts Receivable
- ✓ Create & deliver invoices
- ✓ Rate comparison
- ✓ Invoice Disputes

Advanced Cost Transparency

Nicus ITFM Platform

Data Integration & Validation | Automation | Process Engine | Data Management

Nicus Advanced Cost Transparency provides industry leading solution for state governments

- Configurable Online and Offline (Printable PDF) Invoices with Line-item Details and Drill-down Capabilities
- Enhanced Dispute Handling
- Payment Acceptance and Interface with GL/AR Systems
- Trace costs views by service, app, consumer, and business capability.
- Perform rapid impact analysis to compare options and guide decisions.



Elevate IT. Ignite Possibility.

Bill of IT

Build trust and manage demand with transparent and defensible showback or chargeback

- Defensible Invoices with Line-item Details and Drill-down Capabilities
- Configurable Online and Offline (Printable PDF) Invoices
- Enhanced Dispute Handling
- Payment Acceptance and Interface with GL/AR Systems

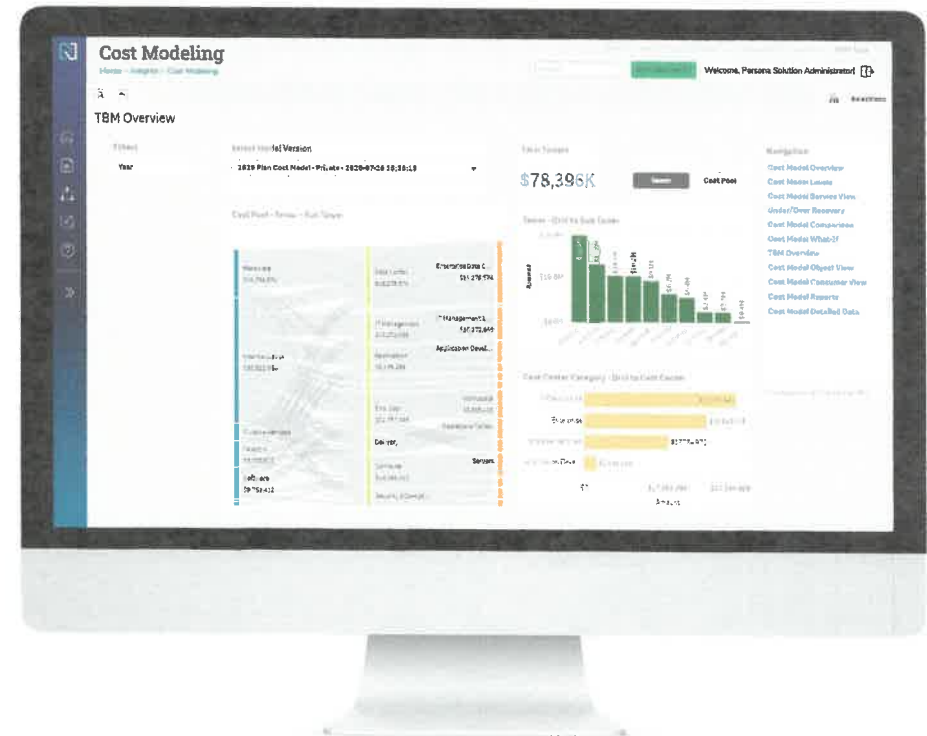


Elevate IT. Ignite Possibility.

Nicus Cost Modeling

Develop and analyze fully burdened rates to expose unseen opportunity and waste.

- Trace costs through granular views by service, app/consumer, and business capability.
- Track and rationalize spend with automated internal and external benchmarks.
- Perform rapid impact analysis to compare options and guide decisions.



Elevate IT. Ignite Possibility.

[illegible]

Bill of IT – Chargeback / Showback



KEY ACTIVITIES	DELIVERABLES	KEY SUCCESS FACTORS
<ul style="list-style-type: none"> ▶ Define consumption metrics for each service ▶ Identifying consumptions by customer ▶ Populating the Bill of IT 	<ul style="list-style-type: none"> ▶ Defined consumption metric data by service ▶ Producing Bill of IT by customer ▶ Proposal of a cost recharge methodology ▶ Automated Invoicing ▶ Accounts Receivable reconciliation 	<ul style="list-style-type: none"> ▶ Link business services to IT customers using consumption-based metrics ▶ Highlight cost and consumption trends across services and businesses to inform future budgets and decisions. ▶ Create an integrated and strong working relationship with the business consumers

TOOLS AND ENABLERS

The “Bill of IT design” shows the business the costs of the requested services and helps get buy-in to the proposed showback model.

It also demonstrates the cost impact of changes to business demand and helps prioritize conflicting business demand (facilitates demand management).

Deliverable examples

Bill of IT

Build trust and manage demand with transparent and defensible showback or chargeback:

- ▶ Defensible invoices with line-item details and drill-down capabilities
- ▶ Configurable online and offline invoices
- ▶ Enhanced dispute handling
- ▶ Payment acceptance and interface with GL/AR system

Showback dashboard

NICUS VALUE PROPOSITION

- Ease of tool implementation
- Flexible reporting for users
- Rapid system response time



LESSONS LEARNED

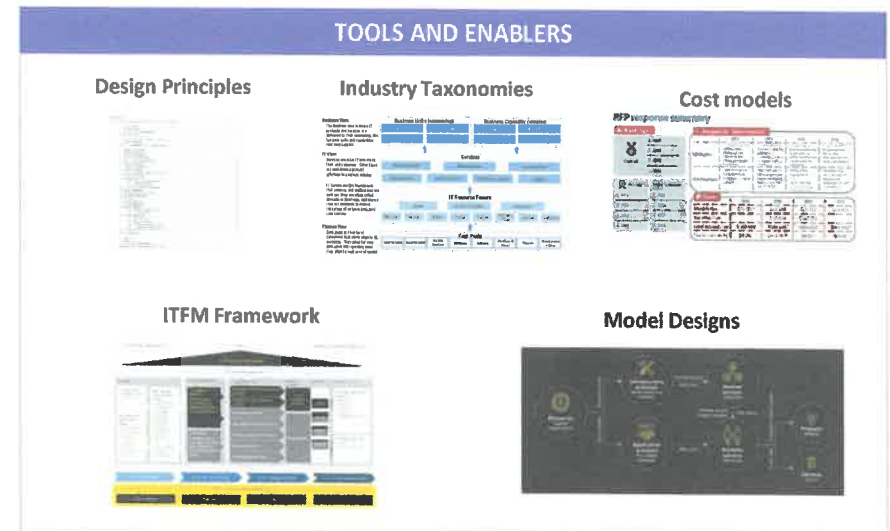
- ▶ Provide transparency into cost drivers and data/data quality gaps in building a fully built cost model from the general ledger up to business units.
- ▶ Prioritize data quality remediation efforts and developed IT cost improvement hypotheses to help reduce overall IT spend, as well as mature financial and IT related data sets.
- ▶ Develop a strategy to import invoices and utilization metrics from major vendors to automate service TCO reporting



Cost Transparency



KEY ACTIVITIES	DELIVERABLES	KEY SUCCESS FACTORS
<ul style="list-style-type: none"> ▶ Identify stakeholder requirements ▶ Review available cost driver and consumption data ▶ Define model components ▶ Review and socialization of conceptual model with stakeholders ▶ Demo model results during the build process 	<ul style="list-style-type: none"> ▶ Documentation of all cost model components. ▶ Conceptual design of cost model ▶ Demonstration of model components as they are completed ▶ Service Cost & Rates 	<ul style="list-style-type: none"> ▶ Focus on the right level of detail ▶ Let materiality guide the design of the model ▶ A well thought out conceptual design reduces the time required to build out the cost model ▶ Leverage the best data available and make improvements to data over time. ▶ Share cost data early in the process to improve the quality of the cost model.



NICUS VALUE PROPOSITION

- Ease of tool implementation
- Flexible reporting for users
- Rapid system response time



LESSONS LEARNED

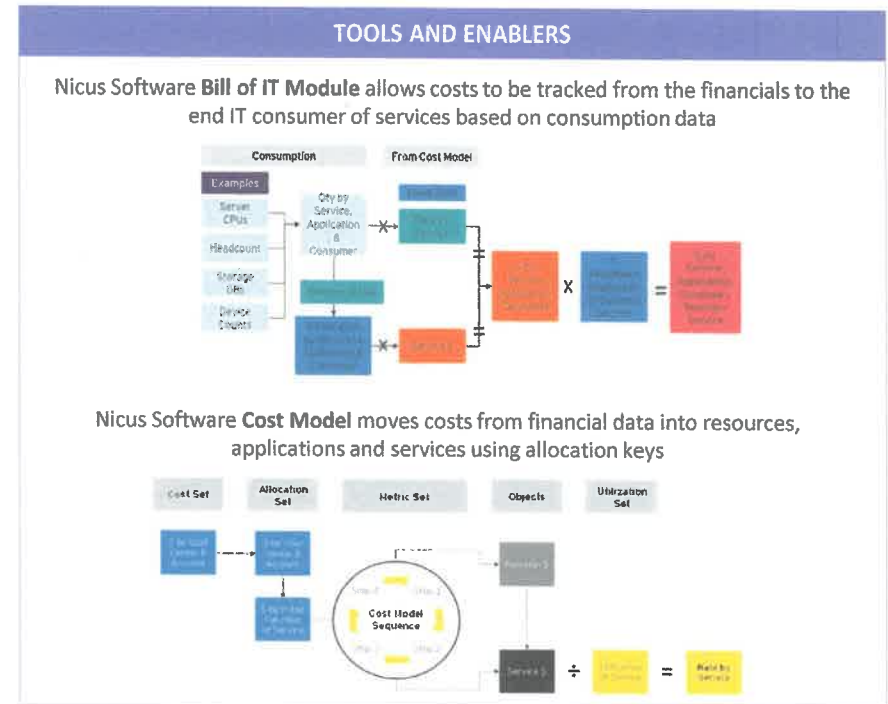
- ▶ Too much emphasis on precision will drive complexity in the model
- ▶ Reduce data components by creating application and service groups that capture smaller low cost items.
- ▶ Gather feedback on model output from owners and stakeholders during the build process



Allocation Methodology



KEY ACTIVITIES	DELIVERABLES	KEY SUCCESS FACTORS
<ul style="list-style-type: none"> Define cost allocation methodology and assignments between cost model components Identify all cost drivers, data sources for consumption-driven metrics, data owner, and system of record complexities Validate assumptions and model with key stakeholders 	<ul style="list-style-type: none"> Analysis of data quality for driver data sources Defined cost drivers, consumption metrics and allocation framework enable consumption Defined allocation methodologies for defensibility, accuracy and transparency purposes 	<ul style="list-style-type: none"> Use the best available data and improve data quality over time Determine allocation based on: actual consumption/effort; budgeted consumption/effort; or a combination Inform future budgets and decision based on cost and consumption trends across services



NICUS VALUE PROPOSITION

- Ease of tool implementation
- Flexible reporting for users
- Rapid system response time



LESSONS LEARNED

- In our experience, most clients opt for simple allocation models based on requirements for accuracy and cost
- Understanding the requirements for reporting, including the content, frequency, format, key takeaways and their intended audience, can help analyze spend and consumption data




Real-time User Configurable Dashboarding & Reporting




KEY ACTIVITIES	DELIVERABLES	KEY SUCCESS FACTORS
<ul style="list-style-type: none"> ▶ With Nicus, you can easily alter delivered content and/or build your own dashboards, reports, and storyboards in minutes (without technical support) ▶ Many OOTB dashboards and reports ▶ Storyboard feature to create executive presentations and decks that automatically update ▶ In-memory technology delivers superior response times 	<ul style="list-style-type: none"> ▶ Persona Based Experiences – Nicus content is curated to fit the persona and role of the user ▶ Certification program ▶ Training materials ▶ Operational support documentation 	<ul style="list-style-type: none"> ▶ This provides the flexibility you need to make your content highly focused and valuable ▶ Persona-focused content is more rapidly understood, enabling quick analysis and decision making

TOOLS AND ENABLERS

Many OOTB Dashboards & Reports



Storyboard Feature



NICUS VALUE PROPOSITION

- Many OOTB Dashboards
- Easy to create & modify dashboards/reports
- Storyboard feature



LESSONS LEARNED

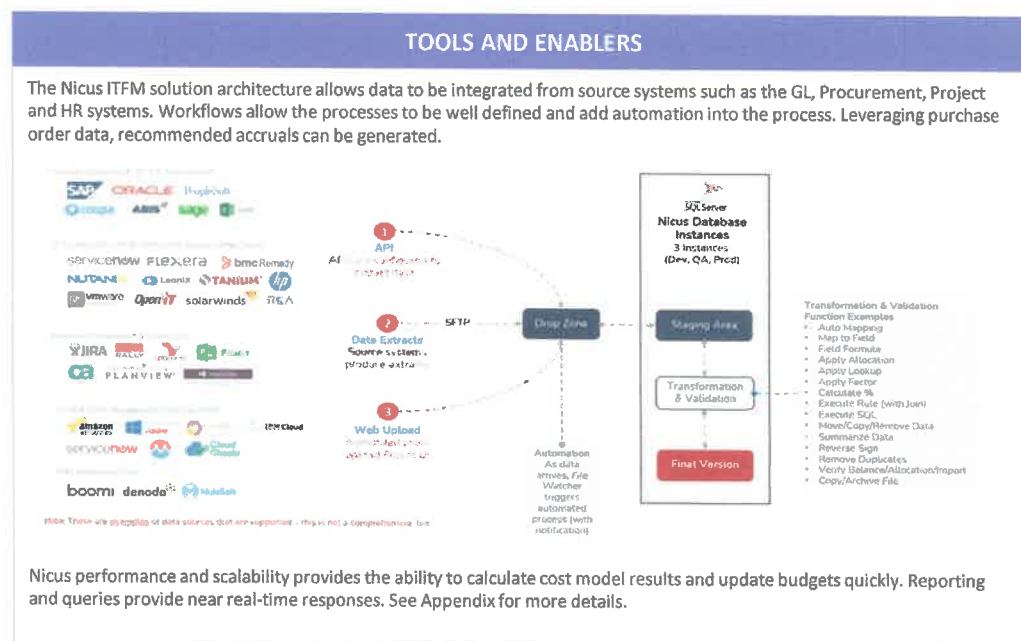
- Persona-focused content enables the user to quickly understand and act on data – driving adoption and value



Integration and System Performance



KEY ACTIVITIES	DELIVERABLES	KEY SUCCESS FACTORS
<ul style="list-style-type: none"> Identify data sources for integration Automate integration of data into the cost model Enable the Nicus platform 	<ul style="list-style-type: none"> List of data sources with required fields Data integration with source systems enabled Nicus tool enabled for loading financial and operational data 	<ul style="list-style-type: none"> Real-time responses Optimized models run quickly even in complex cases Data optimization happens both vertically and horizontally Validation happens up front to prevent errors during model run Calculate and execute the allocation on minimal data



NICUS VALUE PROPOSITION

- Ease of tool implementation
- Flexible reporting for users
- Rapid system response time



LESSONS LEARNED

- Integrate your organization and plan for what's next
- Effort scales with the number of data sources
- Define governance structures before you are ready to deploy and use existing structures as much as possible
- Performance should be at the heart of every design change



Nicus ITFM Platform

Nicus leverages powerful modeling capabilities, self-service analytics, and planning workflows to surface insight and enable informed decisions – automatically aggregating, cleansing, and mapping disparate data into a standard model.

Reporting & Charting

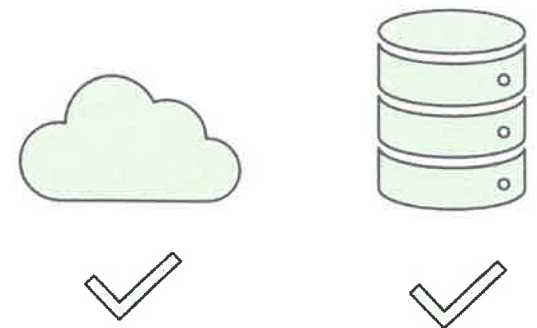
- Dashboards, Portals, Detail Level Reporting
- Web-based Report Authoring Tool
- Drill-Down & Drill-Thru
- Dynamic Content, Custom Reports

Data Integration

- Automatic imports from financial and infrastructure systems
- Built-in ETL engine
- Data dictionary

Process Engine

- Business Logic
- Workflows
- Automation
- 100 Built-in Rules



SaaS

On-Premise

One Common Code Base



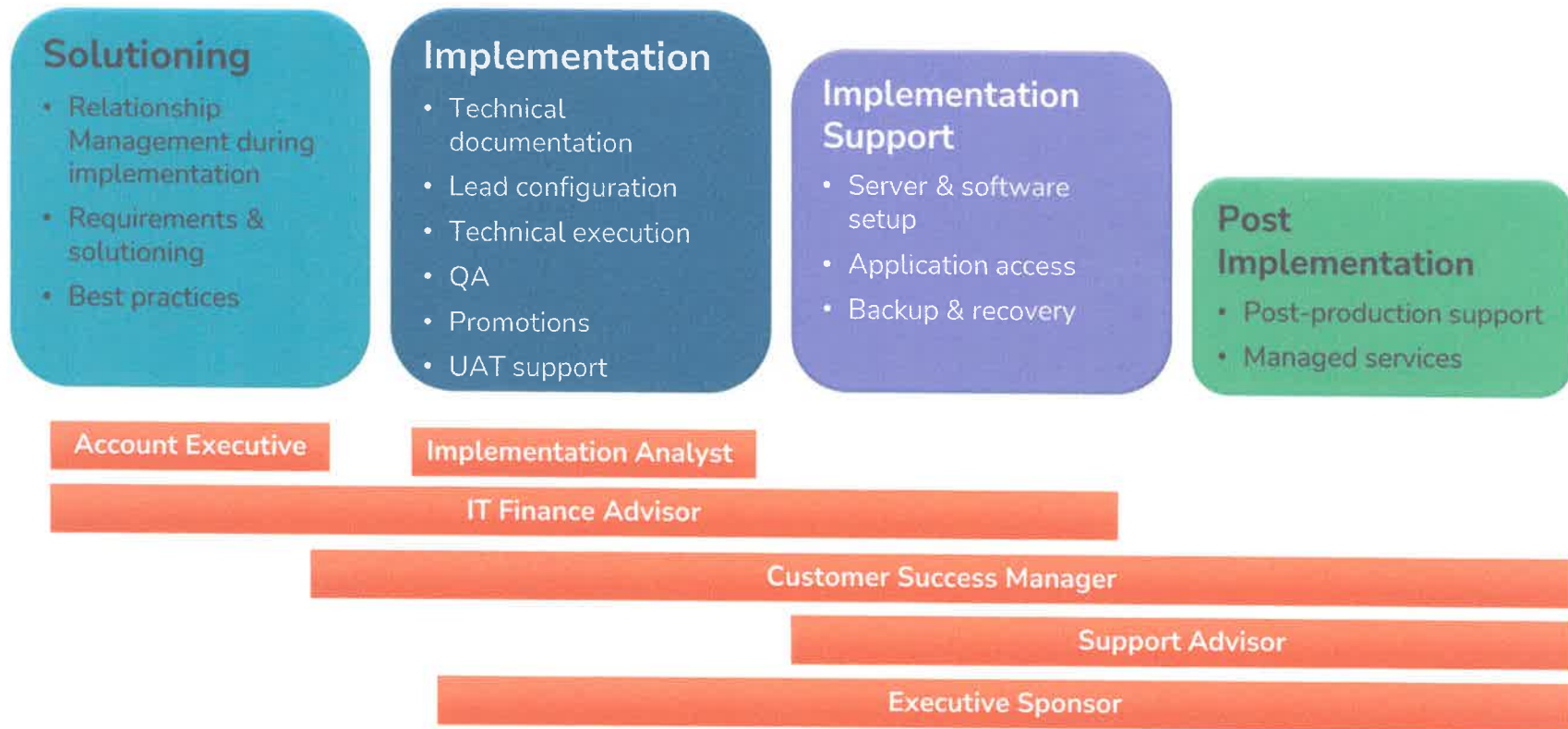
Elevate IT. Ignite Possibility.



Implementation & Support



Your Journey Is Ours...



Implementation



The Nicus Professional Services organization has developed a standard set of engagement plans and resources for each of the products that we implement.



We start with initiation and setup of the environment and project kickoff, and then quickly move into workshops. The goal of these workshops is to walk the customer through what data is needed and how that data flows through the system. The Professional Services organization really focuses on getting your data into the system quickly so that you can realize value quickly, but this step is also important to help customers begin learning methodology and nomenclature.



Once all configuration activities are complete, you'll go through a series of training sessions and next into a User Acceptance Testing period (which is usually about 2 weeks) before we go live in production.



Nicus Support Services

Nicus offers two options that provide tremendous value in supporting ITFM solutions on an on-going basis. Both are optional, Premier Support is included in your proposal.

Prepaid T&M Services

- Nicus provides Professional Services that customers can use as needed on a time and materials basis.
 - The total number of hours and duration of the agreement is determined by the customer and is specified in the agreement.
 - The hourly rate is based on the current Nicus Professional Services rate and is specified in the agreement.
- Nicus will invoice monthly as the customer uses these hours.
- Additionally, Nicus will provide customers with regular updates on usage and available hours remaining.

Premier Support

- Nicus provides Professional Services for the following:
 - **Unlimited** small enhancement requests
 - Small enhancements are defined as those requiring less than 20 hours
 - One upgrade of all environments per subscription year
 - Up to 15 hours of training as desired per subscription year
- Premier Support customers pay an annual fee that co-terms with their software license and is renewable each year.



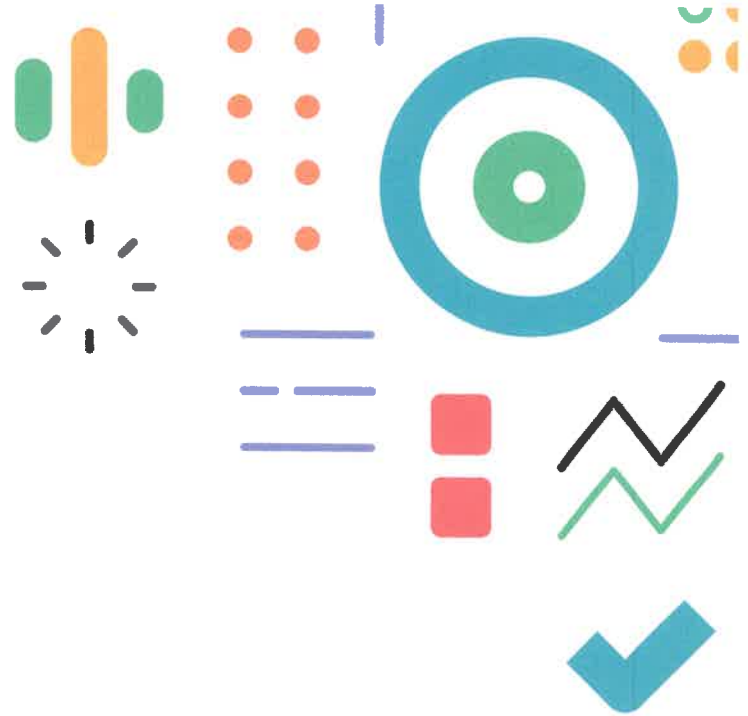
Training

● **Planned/Required**
● **Optional**

	Content Library	Certification Level 1: Basic Enablement	Certification Level 2: Implementation Resource	Certification Level 3: Implementation Leader
	<p>Objective:</p> <ul style="list-style-type: none"> • Provide catalog of content for qualified prospects & customers <p>Effort:</p> <ul style="list-style-type: none"> • Minimal (<i>selected content review only</i>) <p>Includes:</p> <ul style="list-style-type: none"> • Nicus LMS Access • Nicus POV Environment (<i>select cases</i>) 	<p>Objective:</p> <ul style="list-style-type: none"> • Enables resources to demo & communicate key capabilities <p>Effort:</p> <ul style="list-style-type: none"> • 4-6 hours (<i>content review only</i>) <p>Includes:</p> <ul style="list-style-type: none"> • Nicus LMS Access • Showcase Environment • Certificate of Completion 	<p>Objective:</p> <ul style="list-style-type: none"> • Enables resources to implement and configure the solution <p>Effort:</p> <ul style="list-style-type: none"> • 24-40 hours (<i>self-paced coursework & exercises</i>) <p>Includes:</p> <ul style="list-style-type: none"> • Nicus LMS Access • Certification Environment • Certificate of Completion 	<p>Objective:</p> <ul style="list-style-type: none"> • Enables resources to <i>lead</i> solution implementations or programs <p>Effort:</p> <ul style="list-style-type: none"> • 24-40 hours (<i>coursework, exercises & co-pilot time</i>) <p>Includes:</p> <ul style="list-style-type: none"> • Nicus LMS Access • Certification Environment • Certificate of Completion • Implementation Co-pilot
Sales AE/SE	●	●		
Partner Resources	●	●	●	●
Nicus PSO & Support	●	●	●	●
Nicus Other	●	●		
Customers	●	●	●	
Prospects	●			



Qualifications



Qualifications

- Nicus has implemented ITFM solutions for 7 state governments & numerous state agencies/ municipalities.
 - Many have been with Nicus for 5+ years, leveraging our Advanced Cost Transparency to address challenges similar to WVOT.
 - Several of the states are managing IT spend in excess of \$500M in IT spend
 - See case studies for Arizona, Seattle and Florida for additional insights
- The Nicus team has deep expertise in delivering ITFM solutions, driving strategy and ensuring on-going success (see details on slides 25 & 26)



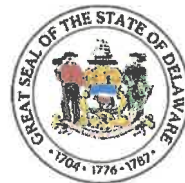
Public/Private. Local/Global. Large/Small.



BUCKEYE PARTNERS, L.P.



UnitedHealth Group



World Wide Technology



Valo



Confidential information – do not distribute outside Air Canada



“

Relative to the market, Nicus scored above average in the analysis and reporting as well as the budget and forecasting categories, thanks in large part to the depth of detail that it tracks.

A strong, pure play ITFM Vendor...

”

Gartner



Implementation Team

Colleen Lawler, ITFM Center of Excellence



As the Director of IT Finance Value Advisors at Nicus, Colleen utilizes her passion for problem solving to help customers implement ITFM and TBM tools and best practices. She spent much of her career in the Financial Services industry as an IT Finance Leader, giving her a vast amount of experience in the ITFM space.

Kevin Lyles, IT Finance Advisor



As the leader of the Nicus Professional Services team, Kevin has a passion for providing customers with value from their ITFM tool implementations. He has served in a lead role on over 30 ITFM implementations across several industries, giving him a vast amount of experience in ITFM best practices, financial system integrations, and product capabilities. He is focused on enabling growth and maturity within an IT Finance organization.



Client Support & Customer Success

Rob Mischianti, Chief Evangelist & Executive Sponsor



Robert Mischianti is co-founder of Nicus Software, where he currently fills the role of Chief Evangelist. With over 25 years of ITFM industry experience, he works closely with customers and enjoys promoting and teaching. An award-winning speaker at ITFMA, he loves to inspire, and be inspired, by customers, employees, and industry peers.

Charlie McVeigh, Director of Customer Operations



Charlie McVeigh has dedicated much of his career to the disciplines of IT Costing & Strategy, Workflow and IT Service Management supported by extensive expertise in product development, product management and pre- and post-sales customer support. Charlie is a respected product leader and strategist with measurable success in growing product penetration, while achieving customer value and driving customer satisfaction.

Chris Aber, Director IT Business Value Advisor



Chris Aber has over 20 years of IT Finance and business management experience, primarily in the FinTech industry. His experience ranges from IT finance, program manager and financial systems product owner. He served as Senior Director of IT Finance at Fiserv and prior to that, held multiple senior roles at Equifax, both in IT and Finance. At both Fiserv and Equifax he implemented and ran the ITFM solution, delivering chargebacks, insights and cost savings. Chris brings his experience in ITFM, analytics and program management to Nicus as Director of Partnerships & Alliances, helping deliver value to our partner and client network.



Appendix



Enhanced Support Comparison

	PrePaid Services	Premier Support
Technical support *	Included	Included
Small enhancements (<20 hrs)	Pay-as-you-go	Included
Large enhancements (> 20 hrs)	Pay-as-you-go	Requires an SOW
Upgrade Customization	Pay-as-you-go	Included
Training	Pay-as-you-go	Up to 15 hours included
Payment frequency	Invoice monthly as used	Co-term w/ annual subscription
Hourly rate	Current Services Rate	n/a
Renewal	Terms re-negotiated at end of contract	Pricing evaluated annually with Customer's option to renew

* Technical Support is provided with your software license and includes patches for supported versions and assistance with the Nicus solution.



Confidential

Nicus Performance & Scalability



Focus	Demonstration Content
Architecture	<ul style="list-style-type: none">• All calculations are performed in SQL Server using Stored Procedures and are data-driven, not source code driven (meta data)• SQL Server is designed to be the data workhorse, is highly scalable, and is tightly aligned to hardware performance (memory, solid state drives, etc.)• Network latency is eliminated since data does not traverse the network during calculations
Development Process	<ul style="list-style-type: none">• Performance is designed into our products from the start• All developers take pride in the fact that our exceptional performance as a differentiating factor against our competitors• Peer reviews of all change to our products include performance assessments
Cost Model Specific	<ul style="list-style-type: none">• Data optimization happens both vertically and horizontally• Vertical optimization (number of records) means only the data being changed in a step is updated and copied to audit trail• Horizontal optimization (number of columns) means keys are stored and ancillary attributes are not carried through the model, but rather joined back at the end of the model run (Original Object as an example)• Can optionally carry extra attributes if performance is acceptable to customer – very flexible and allows customer consider the tradeoffs and balance with details• Process Flow:<ul style="list-style-type: none">▪ Validation happens up front to prevent errors during model run▪ For each step – calculate and execute the allocation on minimal data
Results	<ul style="list-style-type: none">• Benchmarked on customer cost model with 278 steps (double step down) and 3M+ records – optimized to run in less than 8 minutes• Customers have cost models that run less than 4 minutes and produce around 500,000 records• One of our newest customer's cost model has about 30 steps, \$500M in spend; it runs in 80 seconds and produces 86k records on a medium sized server with 64 GB RAM and no solid state drives



Nicus ITFM: Data Integration Methods

Financial Systems (GL, AP, FA, Procurement)



IT Systems (EA, CMDB, SAM, HAM, Security, Other Tools)



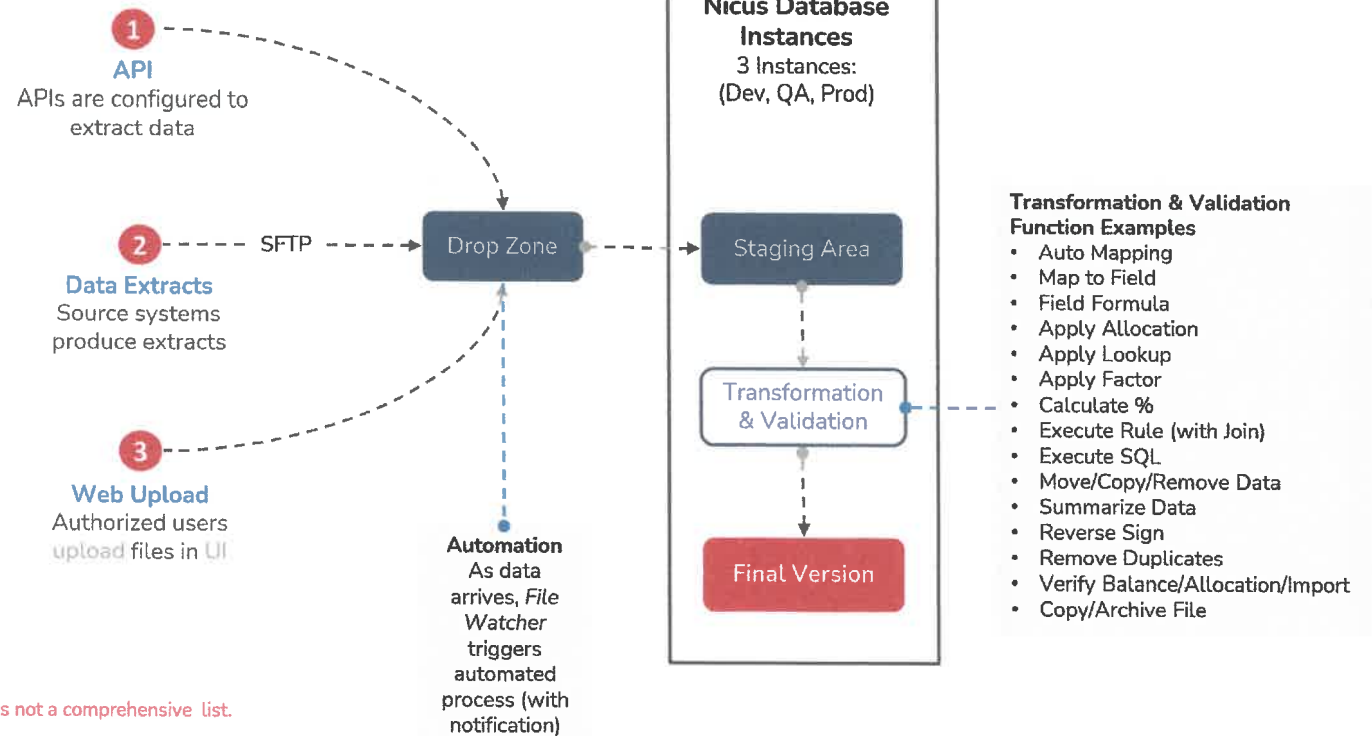
Resource Management & Productivity



Cloud & Cloud Management Platforms (CMP)



Data Integration Tools



Note: These are examples of data sources that are supported – this is not a comprehensive list.



Requirement**Yes/No****Description****4.2.1.1 Planning and Design - Phase 1**

4.2.1.1.1 The WVOT desires the ability to set up multiple subagency accounts under a main Agency account. Additionally, the WVOT desires a way to distribute costs down to a subagency level within the system that would be able to be rolled into the main Agency for dashboard and financial reporting purposes. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus enables you to track separate agencies, control access, and roll them up to a master view.

4.2.1.1.2 The WVOT desires the ability to set up role based access. The WVOT also desires an administrative role that will allow WVOT staff to control agency access, modify and create tables, and add data elements as needed. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus provides role-based access, along with administrative access, allowing you to set the parameters of what is available to each user-group

4.2.1.1.3 The WVOT currently invoices for a variety of WVOT services. WVOT desires the ability to organize the different types of data in order to produce separate monthly invoices. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus can deliver custom pdf invoices with service level details, along with supporting documentation.

4.2.1.1.4 The WVOT desires the ability to set up multiple or distinct accounts receivable profiles within the system in order to reconcile invoices and payments received for the WVOT service offerings. Please describe your solution's ability to meet or exceed this goal.

Yes

Distinct accounts can be used in Nicus as a reconciliation element and/or to control how many distinct invoices are produced for each consuming department. This allows departments to pay each invoice from a different fund (if needed).

4.2.1.1.5 The WVOT desires a design document within ninety (90) calendar days of contract effective date. The design document must be submitted to and approved by the WVOT prior to implementation. Please describe your company's experience and strategy in developing design documents, as well as experience in working with state entities to gather all relevant information.

Agreed

Design documents and artifacts for the implementation are developed cooperatively with Nicus and key customer stakeholders. All Nicus configuration designs are reviewed internally for financial and process accuracy, as well as high quality system performance.

4.2.1.1.6 The WVOT desires a project management plan within thirty (30) calendar days of contract effective date. This plan should provide the following key components; project charter, issue tracker, objectives and task lists, work breakdown structures(WBS), implementation schedule, and support and maintenance schedule for the new ITFM system in accordance with the Project management Body of Knowledge (PMBOK) or other industry standard project management methodologies stated in West Virginia State Code (§5A-6-4b). The project management plan must be submitted to and approved by the WVOT Project Management Office (PMO) prior to implementation. Please describe your company's experience and strategy in developing project management plans.

Agreed

The Nicus ITFM implementation project plan (and supporting documents) are developed cooperatively with Nicus and key customer stakeholders. Nicus also provides standard project plan templates, deliverables (for a SOW), and workshop structures for the implementation and configuration of all ITFM modules (IT Planning, Cost Modeling, Bill of IT).

4.2.1.2 Development and Implementation - Phase 2

4.2.1.2.1 The WVOT desires the ability to integrate with a variety of external data sources. Please describe your solution's ability to meet or exceed this goal and provide a list of all API integration possibilities that your system currently can connect with.

Yes

Nicus is able to ingest any data source that can be delivered to our drop zone. See integration slide

4.2.1.2.2 The WVOT receives payments from its agencies via the wvOASIS system. Agencies include the WVOT's unique invoice number in their payments. Currently, the WVOT utilizes internal reports, in csv or Excel, to obtain the payment information and manually reconciles invoices. The WVOT desires a more automated reconciliation process with the ability to reconcile agencies' invoices and payments via report upload utilizing the invoice number. The reconciliation should include the ITFM system updating its records to reflect the payments received and remaining balances if the invoice is short paid. Please describe your solution's ability to meet or exceed this goal.

Yes

Invoice payments, status, and reconciliation can be automated in the Nicus ITFM solution. This is accomplished by enabling a 2-way exchange of data between Nicus and the financial system. Nicus produces and send invoice data, and acquires invoice status updates in return.

4.2.1.2.3 The WVOT desires the system to have built-in data validation capabilities such as instances where invoice number is incorrect or text input into a numeric field. Additionally WVOT desires the ability to change data inputs as needed upon its own inspection. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus automates all data transformation and validation. Control reports and error details are included.

4.2.1.2.4 The WVOT desires the ability to input its annual budget and the ability to compare current year's expected income for each rate in comparison to the actual recovering amount being billed. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus enables input of budget and actuals, providing variance, and rate comparisons.

4.2.1.2.5 The WVOT desires the ability to upload or input backup details for each invoice including, at a minimum: Billing Account Number, Customer Number, Department Number, Office Number, Address, Agency Number, Service Name, Service Number, Description, Unit Quantity, Cost Per Unit, and Total Price. Please describe your solution's ability to meet or exceed this goal.

Yes

Invoice fields, as well as automated invoice delivery can include specified fields. Typically, invoices are delivered as Summary PDF, with excel file that provides line item details.

4.2.1.2.6 The WVOT desires the ability to store large data sets within the system, such as telecom invoice details, which are approximately 345,000 Excel rows of data per month, and Mainframe invoice details, which are approximately 400,000 Excel rows of data per month. The WVOT also desires the ability to store archived invoice backup data. Archived invoice backup data can be stored in a separate solution, if needed, but must be accessible by the WVOT. Please describe your solution's ability to meet or exceed this goal and any data size limitations that can be uploaded and shown for backup.

Yes

Nicus supports large monthly data volumes (in excess of 10 million rows). Nicus allows customers to set their retention policies, including in application storage, archival and purge. Sizing of storage should be determined prior to finalizing infrastructure design.

4.2.1.2.7 The WVOT desires the ability for the agency to dispute charges on an invoice to the line item level. Further, the WVOT desires the ability for disputes to be entered and resolved in the system, including the ability to issue credits. After an agency files a dispute, the WVOT desires that agencies receive an updated total for the disputed invoice in order to short pay. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus has a built-in dispute workflow, that allows you to choose the method of resolution, time frame of disputes, and invoice credits.

4.2.1.2.8 The WVOT desires time reporting capability from the Vendor solution. Additionally, the WVOT desires the ability for non-administrator employees to enter time, that employee's supervisor to approve time, and create invoices for time based on billable project codes. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus can support input of time by month with workflow approval. However, it does not support weekly time cards (only monthly).

4.2.1.2.9 The WVOT desires the ability to create an ITFM service catalog by uploading existing data, develop new service rates, and the ability to enter miscellaneous or one-time charges. Additionally, the WVOT desires the ability to assign a service code number for each of its services, the unit price per service, the unit type per service offering, and a description of the service. Further, the WVOT desires that the service catalog be published and accessible to its customers via web portal at all times, with the ability to update and refresh the catalog as needed. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus supports all of these requirements, including:

- Full service catalog with codes, descriptions, unit of measure, categories, attributes (40), rates with effective dates, capacity data, and more
- Service Rate Reports
- One-Time and Recurring Charges
- Fixed Rate and % of Use billing methods
- Service rate calculation capabilities (cost modeling)

4.2.1.2.10 The WVOT desires the ability to perform cost modeling. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus core cost modelling engine provides the ability to establish cost allocation methodologies for services, identify cost drivers, metrics, and data owners.

4.2.1.2.11 The WVOT desires the ability to create invoices that show a monthly breakdown of charges to send to customers for payment. Additionally, the WVOT desires the ability for administrators to add fields as needed to the invoices.

At a minimum, the invoice should contain the following fields.

- Per Unit Cost - What each asset/service cost (price per unit);
- Rate for each Service/Asset - The price of each service/asset
- Quantity - quantity of service/asset (predefined unit rate);
- Cost Center Number
- Cost Center Name
- Agency Contact Name
- Agency Contact Address
- WVOT Funding String
- End of Month Date
- Customer ID
- Date Due
- Our contact information to use with billing issues
- Optional: Notes field to display additional information
- Invoice #
- Remittance Information

Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes

The WVOT is including a copy of one of its invoices for reference - see Attachment B. The Vendor should submit a sample invoice with its bid for review. Please describe your solution's ability to meet or exceed this goal.

Sample invoices and reports attached in "Nicus ITFM Invoice & Report Samples.pdf"

4.2.1.2.12 The WVOT desires the ability to send, from the ITFM System, invoices and backup details to customers via an email attachment, or a link, and the ability to print documents in a pdf format from the system. Additionally, the WVOT desires the ability to send manual or automatic emails from the system to contacts listed for past due invoices and when changes have been made. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus enables emailed pdfs, supporting documentation, and urls, on a scheduled or manual basis.

4.2.1.2.13 The WVOT desires dashboard capabilities accessed via a web portal by both the WVOT and agencies. Dashboard capabilities should include, at a minimum, a benchmark dashboard within the portal for ease of comparison, an invoice dashboard to view at least three (3) years of invoices and invoice backup data. Please describe your solution's ability to meet or exceed this goal.

Yes

Dashboard capabilities will enable WVOT and agencies to view invoices, compare time periods and review invoices.

4.2.1.2.14 The WVOT desires financial reporting capabilities. Additionally, the WVOT desires the ability to use system data to create ad hoc reports in csv format. Lastly, the WVOT would like to see examples of pre-configured reports that are available from the system. Please describe your solution's ability to meet or exceed this goal.

Yes

Sample invoices and reports attached in "Nicus ITFM Invoice & Report Samples.pdf"

4.2.1.2.15 The WVOT desires professional services for setting up the WVOT cost models. Please describe your solution's ability to meet or exceed this goal.

Yes

Nicus has over a decade of experience delivering ITFM solutions in both public & private clients of all levels.

4.2.1.3 System Validation, Training, and Ongoing Maintenance - Phase 3

4.2.1.3.1 The WVOT desires a live training, either via Internet or in person, for WVOT administrators and staff, approximately 15 users. Training should include at a minimum a walkthrough of system functionalities, financial reporting and dashboard modules, and the capability for a live question and answer format. Additionally, WVOT desires a recorded video training that can be accessed by agency end users as needed. Lastly, the WVOT desires that pdf training manuals be provided for WVOT administrators and agency end users. Please describe your solution's ability to meet or exceed this goal.

Agreed

Nicus provides self-guided training via our LMS, as well as in person training for admins and users specific to WVOT configuration. Training is included in the implementation proposal.

4.2.1.3.2 The WVOT desires the vendor to provide notification of three (3) business days or more in advance of emergency maintenance. While the State understands emergency outages and/or unplanned maintenance windows occur, it is expected that these situations are kept to a minimum. Please describe your company's notification process for emergency maintenance and outages.

Agreed

The system maintenance schedule is approved by the customer.

4.2.1.3.3 The WVOT desires notification if the Vendor's work requires them to be at a State site. The Vendor should provide Agency at least 72 hours' notice before arriving at the site and comply with State law and all Agency policies, including but not limited to background checks for contractors, vendors, and visitors. Please describe your approach and methodology in your solution/response.

Agreed

Unless requested, Nicus does not need to be onsite.

Requirement	Yes/No	Description
4.2.2. Mandatory Project Requirements – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the Vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.		
4.2.2.1 Vendor must provide a hosted cloud ITFM System solution.	Yes	Nicus provides a hosted SaaS solution.
4.2.2.2 Planning and Setup - Phase 1		
4.2.2.2.1 Vendor must provide a design document.	Yes	
4.2.2.2.2 Vendor must provide a project management plan.	Yes	
4.2.2.2.3 Vendor's solution must have the ability to create role based access.	Yes	
4.2.2.2.4 Vendor's solution must have the ability to create and manage multiple accounts.	Yes	
4.2.2.2.6 Vendor's solution must have multifactor authentication options and SSO/authentication with AD. Otherwise you'll have to manually enter account information.	Yes	
4.2.2.2.7 Vendor's solution must track account actions in audit logs, including but not limited to user logins/logoffs, administrative changes, and user transactions.	Yes	
4.2.2.2.8 After the Vendor has provided a Design Document and a Project Management Plan to the WVOT, and the WVOT has approved both documents, the WVOT will render payment for Planning and Setup - Phase 1.	Agreed	
4.2.2.3 Development and Implementation - Phase 2		
4.2.2.3.1 Vendor's solution must allow the WVOT to input actuals.	Yes	
4.2.2.3.2 Vendor's solution must have the ability to upload backup details for each invoice.	Yes	
4.2.2.3.3 Vendor's solution must allow credit memo functions.	Yes	
4.2.2.3.4 Vendor's solution must allow WVOT to manually enter data into the system.	Yes	

4.2.2.3.5 Vendor's solution must have the ability to upload files that are in MS Excel .xls or .csv formats.	Yes
4.2.2.3.6 Vendor's solution must have accounts receivable functionality.	Yes
4.2.2.3.7 Vendor's solution must have the ability to handle large data sets, such as telecom invoice details which is approximately 345,000 Excel rows of data per month and Mainframe invoice detail which is approximately 400,000 Excel rows of data per month. .	Yes
4.2.2.3.8 Vendor's solution must have the ability to add attachments (including pdf, xls, webpage, doc).	Yes
4.2.2.3.9 Vendor's solution must have the ability to create a service catalog.	Yes
4.2.2.3.10 Vendor's solution must have the ability to create invoices.	Yes
4.2.2.3.11 Vendor's solution must have the ability to email invoice and backup details for each invoice as needed.	Yes
4.2.2.3.12 Vendor's solution must have ability to track actuals monthly to budget.	Yes
4.2.2.3.13 Vendor's solution must have dashboard capabilities.	Yes
4.2.2.3.14 Vendor's solution must have financial reporting capabilities.	Yes
4.2.2.3.15 Vendor's must provide implementation support including setting up the WVOT budget, service catalog, billing input integration, account and invoice setup, and dashboard and financial reporting capabilities.	Yes
4.2.2.3.16 Vendor's solution must run for two, consecutive monthly invoice cycles with no significant errors as determined by the WVOT to verify all capabilities of the system. Should changes be necessary, the Vendor and WVOT will work together to make adjustments. After a successful two-month invoice cycle the WVOT will render payment for Phase 2 - System Validation and Testing.	Agreed
4.2.2.4 Training, System Validation, and Years 1-3 Maintenance and Support	
4.2.2.4.1 Vendor's solution must provide training for WVOT and end users.	Yes
4.2.2.4.2 Vendor must provide ongoing maintenance and support for all years including upgrades, patches, and bug fixes. Maintenance and support will be paid annually by the WVOT.	Yes
4.2.2.4.3 The Vendor must provide support via email, phone, or chat Monday - Friday 8am to 5pm EST.	Yes

4.2.2.4.4 The Vendor must agree and/or acknowledge that:

The State owns all of the data supplied and collected as part of this contract; The State expects full, complete, and timely cooperation in disentangling the relationship in the event that the contract expires or terminates for any reason and 3. The Vendor must supply the State with the State's data in an agreed upon format at the expiration and/or termination of the contract in a timely manner. Please acknowledge your firm's acceptance of this.

Agreed

4.2.2.4.5 After the Vendor has rendered its training services and is providing ongoing maintenance and support, the WVOT will render payment for Training, System Validation, and Ongoing Maintenance - Phase 3.

Agreed

4.2.2.5 Vendor must provide an hourly rate for services for changes related to changing tables, datasets, dashboards, and reporting features that can be utilized after initial system acceptance.

Agreed

4.2.2.6 Optional Annual Renewal Years - Vendor must provide pricing for optional annual renewal years 4, 5, and 6. Optional annual renewals will be initiated by the WVOT agreed to by the Vendor and executed via change order.

Agreed

Requirement

Description

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

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

For more details see Qualifications section of "WVA - Nicus RFP Response. Ppt"

4.3.1.1 Vendor should have and provide at least three (3) examples demonstrating at least three (3) years of experience in project management. Vendor should provide a summarization of each project including goals and objectives, and references for each example.

State of New Mexico
State of NY
State of Arizona

4.3.1.2 Vendor should have and provide at least three (3) examples demonstrating at least three (3) years of experience in providing an ITFM solution of similar size and scope - 500 invoices per month. Vendor should provide a summarization of the projects including description of project, lessons learned from project, and implementation timeline, and references for each example.

Account & Contact

1) Arizona - Michael Walker
2) New Mexico - Andrea Martinez
3) New York - Connie Higgins-Beer

Email Address

michael.walker@azdoa.gov
AndreaE.Martinez@state.nm.us
chig@insbeer@osc.ny.gov

4.3.1.3 The State desires an implementation specialist with at least three(3) years of experience in designing and implementing an ITFM system. Vendor should include a resume with its bid.

Our lead implementation specialist exceed requirements see ppt
Colleen Lawler - ITFM Value Advisor, 15 years exp (10 years implementation)
Kevin Lyles - Lead Professional Svcs, with 30+ Implementations of Nicus

4.3.1.4 Vendor should provide at least three (3) examples of pre-determined chargeback model that it has implemented within an ITFM solution.

If down-selected in this RFP process, Nicus will request full service catalogs and documented chargeback models from three (3) of our existing State Government clients (current clients include the States of New York, Florida, Minnesota, New Mexico, Arizona, Delaware, and Maine).

4.3.1.5 Vendor should provide at least three (3) examples of a service rate catalog that it has implemented within an ITFM solution.

If down-selected in this RFP process, Nicus will request full service catalogs and documented chargeback models from three (3) of our existing State Government clients (current clients include the States of New York, Florida, Minnesota, New Mexico, Arizona, Delaware, and Maine).

4.3.2. Mandatory Qualification/Experience Requirements – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

4.3.2.1 Vendor must provide one (1) example demonstrating implementation support related to API integrations.

See attached "Nicus ITFM Data Integrations.pdf"

4.3.2.2 Vendor must provide three (3) examples demonstrating working with Government Agencies. Vendor should provide a summarization of each project.

See case studies & references