



ALVAREZ & MARSAL PUBLIC SECTOR SERVICES

State of West Virginia
Performance Evaluation Audit

CRFP GOV2600000001

Cost Proposal

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Date of Submission:

July 23, 2025

Prepared for:

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July 23, 2025

Toby Welch
Department of Administration
Purchasing Division

Mr. Welch,

Alvarez & Marsal Public Sector Services LLC (A&M) is pleased to submit to the State of West Virginia's Department of Administration our technical proposal to conduct a performance evaluation audit. Given our experience completing multiple statewide assessments of the same size and scale as the State of West Virginia, we believe that we are well qualified to assist you in achieving the effort's objectives. As requested, our review is proposed to support the State's commitment to achieving the desired quality of service and fiscally responsible management that the citizens of West Virginia expect. A&M's proposal demonstrates our ability and the past experience necessary to successfully drive increases in efficiency and effectiveness across the Departments of Homeland Security (DHS), Human Services (DoHS), and Transportation (DOT).

Our team understands the challenges facing the State of West Virginia with increased demands to deliver more services with limited resources. Our professional team is experienced in statewide efficiency and effectiveness reviews and enabling governments to increase transparency and accountability for the allocation of state and local government resources. In addition, we have unique experience supporting efficiency and effectiveness reviews at the departmental levels, including health and human services organizations and transportation organizations. These experiences will engender credibility with agency leadership, which is critical to driving support for the recommendations.

Given our experience working with multiple states where we routinely coordinate with Governor's Offices, legislatures, and oversight bodies, and at the agency level, A&M appreciates the importance of coordination across government entities and the value of cooperation between executive, legislative and cabinet level offices to drive transformative change. We have testified in multiple states and have supported the passage of legislation to drive transformational change at the agency level. Such significant change would not have occurred without the support of that state's Governor and/or legislature, its research and analytical staff, and buy-in from agency employees at all levels.

A&M is uniquely positioned to support a review of West Virginia government through its hands-on, execution-oriented approach. Known as "operators, not just advisors," A&M brings deep expertise in crisis management, turnaround, and performance improvement - delivering tangible results rather than just recommendations. Our teams are empowered to move quickly, navigating bureaucracy and driving high-velocity decision-making critical for government transformation. A&M thrives in complex, ambiguous environments where standard playbooks fall short, enabling them to design and implement innovative, tailored solutions. With a focus on long-term value creation, we do not just develop strategies. We regularly stay engaged in implementing and measuring results. Unlike firms that rely on frameworks and presentations as proxies for impact, A&M is relentlessly focused on outcomes such as organizational effectiveness and efficiency

and improved service delivery. Our client-obsessed culture and entrepreneurial mindset make us an ideal partner in building a more efficient and effective government, ultimately improving citizen outcomes for the State of West Virginia.

Thank you for this opportunity to serve. We are committed to providing the State with our expertise and proven track record for fiscal and operational solutions in the public sector. We are confident we can provide the State with outstanding outcomes.

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.

Alvarez and Marsal Public Sector Services, LLC
(Company)

Aaron Umberger, Managing Director
(Representative Name, Title)

(571) 926-4679/(202) 729-2101
(Contact Phone/Fax Number)

July 23, 2025
(Date)

Sincerely,



Aaron Umberger
Managing Director

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1.0 Introduction

Alvarez and Marsal Public Sector Services (A&M) has developed a highly competitive cost proposal based on the request for proposal (RFP) requirements, coupled with our experience in delivering similar services for several states. When considered along with our technical proposal, we represent the best value to the State of West Virginia to successfully achieve the Governor's objectives associated with this requirement. The sections below contain the requested cost information for the subject RFP.

2.0 Attachment A: Cost Sheet - Firm Fixed Cost

Performance Assessment and Management Consulting Services for Site No 1: DoHS	
Item	Cost
4.2.1.1 Assessment	\$726,922.00
4.2.1.2 Recommendations/Final Report	\$323,077.00
<u>Performance Assessment and Recommendations Services Total</u>	\$1,049,999.00

Performance Assessment and Management Consulting Services for Site No 2: DHS	
Item	Cost
4.2.1.1 Assessment	\$692,308.00
4.2.1.2 Recommendations/Final Report	\$307,692.00
<u>Performance Assessment and Recommendations Services Total</u>	\$1,000,000.00

Performance Assessment and Management Consulting Services for Site No 3: DOT	
Item	Cost
4.2.1.1 Assessment	\$657,692.00
4.2.1.2 Recommendations/Final Report	\$292,308.00
<u>Performance Assessment and Recommendations Services Total</u>	\$950,000.00

3.0 Attachment A: Cost Sheet - Additional/Optional Services

Additional/Optional Services:			
Staffing Qualification Role	Hourly Rate	Hours	Total (Hourly Rate x Hours)
Principal/Executive Consultant	\$563.00	50	\$28,125.00
Program Manager	\$518.00	200	\$103,500.00
Performance Analyst/Program Evaluator	\$428.00	200	\$85,500.00
Financial / Budget Subject Matter Expert	\$473.00	100	\$47,250.00
Organizational Development/ Business Transformation Subject Matter Expert	\$473.00	75	\$35,438.00
Business Process Analyst	\$338.00	75	\$25,313.00
Technology Consultant	\$360.00	75	\$27,000.00
Stakeholder Engagement Coordinator	\$110.00	75	\$8,250.00
Compliance and Risk Analyst	\$338.00	75	\$25,313.00
Program and Administrative Support Staff	\$100.00	75	\$7,500.00
<u>Additional/Optional Services Total</u>			\$393,188.00

4.0 Attachment A: Cost Sheet - Grand Total Cost

Grand Total Cost	
	Grand Total Cost
Performance Assessment & Consulting Services Total + Additional/Optional Services Total Cost	\$3,393,187.00

Appendix A: Exceptions and Clarifications

Offeror proposes the following exceptions to the General Provisions:

Modify Section 36 as follows - 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 relating to bodily injury or damage to real or tangible personal property suffered by any third party individual while for services are being rendered to the extent caused by the negligent or willful acts or omissions of Vendor or any subcontractor, person, or firm performing or supplying services on its behalf, 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 (23) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, relating to labor and wage and hour laws relating to its employees in its performance of this Contract.

Clarify in Section 34 and 38: “Neither Vendor nor its representatives who perform services under this Contract” and “Vendor, its officers or members or employees who perform services under this Contract”.

Delete Sections 41 and 42.

Offeror also requests to include the following additional terms in the resultant contract if awarded:

Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, (1) THE VENDOR’S TOTAL LIABILITY RELATING TO THIS CONTRACT SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID TO THE VENDOR UNDER THIS CONTRACT FOR THE SERVICES GIVING RISE TO THE LIABILITY, EXCEPT TO THE EXTENT THAT SUCH LIABILITY IS FINALLY DETERMINED TO HAVE ARISEN PRIMARILY FROM THE FRAUD OR WILLFUL MISCONDUCT OF THE VENDOR, AND (2) IN NO EVENT WILL THE VENDOR BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES OR LOSS (NOR ANY LOST REVENUE, SAVINGS OR FINANCIAL OPPORTUNITY). THE FOREGOING SENTENCE SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

Limitation of Duties. The Vendor shall rely, without further independent verification, on the accuracy and completeness of all information that is furnished by or on behalf of the State under this Contract. The Vendor is not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. The Vendor is under no obligation to update data submitted to it or to review any other areas unless specifically requested by the State to do so. To the extent the Vendor is not given access to the State’s personnel, relevant books and records and other sources of data, The Vendor’s ability to provide the services will be accordingly limited.

Limitations of Outcome. The Vendor makes no representation or guarantee that, inter alia, (i) an appropriate course of action or recommendations can be formulated for the State, (ii) any course of action or recommendations that are formulated and/or implemented will be more successful than all other possible course of action or recommendations that could have been formulated and/or implemented, (iii) such course of action or recommendations are the best course of action, and that when implemented, will bring about the expected outcome, or (iv) if formulated, that any proposed course of action or recommendations will be accepted by any of the Client's creditors, stakeholders and/or other constituents. Further, the Vendor does not assume any responsibility for the State's decision to pursue or not pursue any strategy, or to effect or not to effect any transaction. Because of the limitations in this engagement, the depth of the Vendor's assessment and recommendations are limited.

Restrictions on Work Product. All reports and other advice (written or oral) provided by the Vendor in connection with the services are intended solely for the benefit and use of the State in considering the matter as set out in the applicable solicitation that resulted in the Contract. Such reports and advice may not be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any other purpose without the Vendor's prior approval (which shall not be unreasonably withheld), except as required by law. Reports and advice are not being rendered by the Vendor as an agent or as a fiduciary of the State or any of its stakeholders or constituents and the Vendor shall not have any liability or obligation with respect to any of its services provided hereunder to such stakeholders or constituents or to any other person, firm or public or private entity.

Subpoenas. If any person or entity requests or subpoenas any information or materials related to the services provided by the Vendor under this Agreement, the Vendor will promptly inform the State and shall reasonably cooperate with the State, at the State's sole expense, in responding to the request or subpoena.

Other Clients. Notwithstanding anything to the contrary, because the Vendor and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on an international basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to, or have business associations with, other entities or people which had or have or may have relationships with the State. The Firm will not be prevented or restricted by virtue of providing the services under this Contract from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the State's, provided the Firm make appropriate arrangements to ensure that the confidentiality of information is maintained.

Vendor Termination. The Vendor may terminate this Contract without penalty or liability at any time with not less than thirty (30) days' prior written notice, provided however that the Vendor would not normally withdraw from an engagement unless the State misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for the Vendor to continue performance of the award, or other just cause exists.

Use of Affiliates. For avoidance of doubt, the Vendor may utilize the resources, personnel, infrastructure, equipment and expertise of its affiliates and their personnel in the provision of services under this contract without the prior written approval of the State, and such utilization shall not be considered subcontracting for purposes of this Contract; provided that the Vendor remains responsible for such affiliates' performance to the same extent as if such performance were its own.