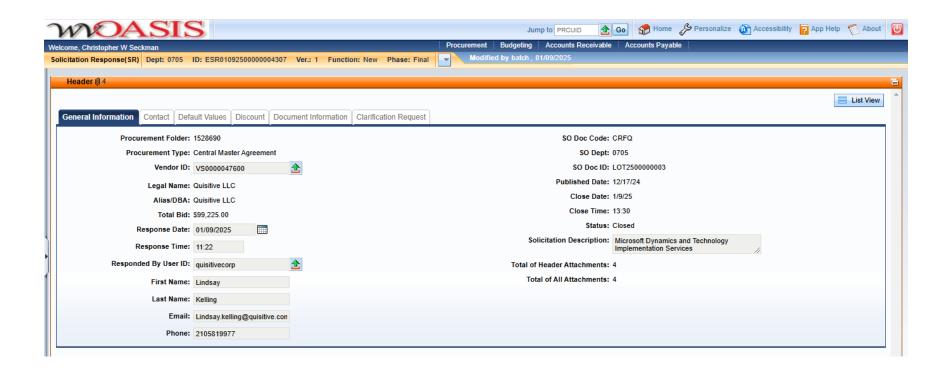


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 1528690

Solicitation Description: Microsoft Dynamics and Technology Implementation Services

Proc Type: Central Master Agreement

 Solicitation Closes
 Solicitation Response
 Version

 2025-01-09 13:30
 SR 0705 ESR01092500000004307
 1

VENDOR

VS0000047600 Quisitive LLC

Solicitation Number: CRFQ 0705 LOT2500000003

Total Bid: 99225 **Response Date:** 2025-01-09 **Response Time:** 11:22:09

Comments:

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr 304-558-2652 brandon.l.barr@wv.gov

Vendor Signature X

FEIN# DATE

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

 Date Printed:
 Jan 13, 2025
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Microsoft Dynamics and Technology Implementation Services				99225.00

Comm Code	Manufacturer	Specification	Model #	
43231500				

Commodity Line Comments:

Extended Description:

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Support and Maintenance	0.00000	HOUR	19845.000000	0.00

Comm Code	Manufacturer	Specification	Model #	
43231500				

Commodity Line Comments: 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. After 500 hours, the support can begin for 100 hours at minimum. Delivery days number is an estimate.

Extended Description:

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

 Date Printed:
 Jan 13, 2025

 Page: 2
 FORM ID: WV-PRC-SR-001 2020/05



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

State of West Virginia Centralized Request for Quote Info Technology

The state of the s						
Proc Folder:	1528690				Reas	on for Modification:
	Microsoft Dynamics and Tec	chnology Impler	nentation Services		- Tour	
-	•	0,				
Proc Type:	Central Master Agreement					
Date Issued	Solicitation Closes	Solicitation N	0		Version	on
2024-11-14	2024-12-12 13:30	CRFQ 0705	LOT2500000003		1	
DID DECENTING L	OCATION.	•				
BID RECEIVING LO	JCATION					
BID CLERK						
DEPARTMENT OF PURCHASING DIV						
2019 WASHINGTO						
CHARLESTON	WV 25305					
us						
VENDOR						
Vendor Customer	Code:					
Vendor Name :						
Address :						
Street :						
City:						
State :		Country:		Zip :		
Principal Contact	:					
Vendor Contact Pl	hone:		Extension:			
FOR INFORMATIO Brandon L Barr 304-558-2652 brandon.l.barr@wv.	gov					
Vendor Signature X	de a Kalling		82-3999865			1/9/2025
Signature X 🗸 🗸	suffering	FEIN#		[DATE	

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

 Date Printed:
 Nov 14, 2024
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish an open-end contract for Microsoft Dynamics and Technology Implementation Services per the attached specifications, terms and conditions.

INVOICE TO		SHIP TO
LOTTERY		LOTTERY
PO BOX 2067		900 PENNSYLVANIA AVE
CHARLESTON	WV	CHARLESTON WV
US		US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Microsoft Dynamics and Technology Implementation Services				

Comm Code	Manufacturer	Specification	Model #	
43231500				

Extended Description:

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

INVOICE TO		SHIP TO	
LOTTERY		LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Support and Maintenance	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
43231500				

Extended Description:

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions due December 4th, 2024 at 10am ET	2024-12-04

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. PRE-BID 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. 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.

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.

Any discussions or answers to questions at the pre-bid meeting 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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline:

Submit Questions to: 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-3970

Email:

- 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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

Fax: 304-558-3970

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 *wv*OASIS (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 or via delivery by mail).

Bid Opening Date and Time:

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.
- 12. **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.
- 13. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 14. **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: 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 to facilitate found form help the request can be www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, womenowned, 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.

- 16. **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 § 148-1-4.7.
- 17. 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.
- 18. **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."
- 19. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3."

- 20. 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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.
- 21. **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.
- 22. 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.

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 The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
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 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 withindays.

receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:
[] the contract will continue for years;
[] the contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).
[] One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
[] Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as
[] Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
[] Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
[] Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
[] Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

[] One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
[] Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:
[] LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.
[]
[]
[]
[]
The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed

above.

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

Vendor must maintain:	
[] Commercial General Liability Insurance in at least an amount of:occurrence.	per
[] Automobile Liability Insurance in at least an amount of:	_per occurrence.
[] Professional/Malpractice/Errors and Omission Insurance in at least an among per occurrence. Notwithstanding the forgoing, Vendor's at list the State as an additional insured for this type of policy.	ount of: re not required to
[] Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.	
[] Cyber Liability Insurance in an amount of:	per occurrence.
[] Builders Risk Insurance in an amount equal to 100% of the amount of the Co	ntract.
[] Pollution Insurance in an amount of: per occurrence.	
[] Aircraft Liability in an amount of: per occurrence.	
[]	
[]	

- **9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- **10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- **11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall 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 www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title)	Lindsay Kelling, Director	
(Address)	1431 Greenway Drive, Suite 1000, Irving TX	75038
(Phone Number) / (Fax Number)	210-581-9977	
(email address)	lindsay.kelling@quisitive.com	
	By signing below, or submitting documentation	

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

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

Quisitive LLC

(Company) Jelling	
(Signature of Authorized Representative)	
Lindsay Kelling, Director	
(Printed Name and Title of Authorized Representative) (Date)	
210-581-9977	
(Phone Number) (Fax Number) lindsay.kelling@quisitive.com	

(Email Address)

West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

SPECIFICATIONS

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

EXISTING ENVIRONMENT:

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

West Virginia Lottery

Microsoft Dynamics and Technology Implementation Services

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

West Virginia Lottery

Microsoft Dynamics and Technology Implementation Services

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

4 MANDATORY REQUIREMENTS:

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

West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

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

4.1.1.2 Configuration

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

West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

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

4.1.1.3 Data Migration and Implementation of Interfaces

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

4.1.1.4 Training

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

4.1.1.5 Testing

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

4.1.2 Contract Services Deliverable # 2: Support and Maintenance

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

West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

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

5 CONTRACT AWARD:

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

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

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

PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

West Virginia Lottery Microsoft Dynamics and Technology Implementation Services

- 7 **PAYMENT:** Agency shall pay the cost per hour as shown on the Pricing Pages for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8 **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs must be included in the total bid amount or hourly rate listed in Vendor's bid, but such costs will not be paid by the Agency separately.
- **9 FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - **9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - **9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - **9.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - **9.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - **9.5** Vendor shall inform all staff of Agency's security protocol and procedures.

West Virginia Lottery

Microsoft Dynamics and Technology Implementation Services

10 VENDOR DEFAULT:

- **10.1** The following shall be considered a Vendor default under this Contract.
 - **10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - **10.1.2** Failure to comply with other specifications and requirements contained herein.
 - **10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - **10.1.4** Failure to remedy deficient performance upon request.
- **10.2** The following remedies shall be available to Agency upon default.
 - **10.2.1** Immediate cancellation of the Contract.
 - **10.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - **10.2.3** Any other remedies available in law or equity.

11 MISCELLANEOUS:

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

Contract Manager: Lindsay Kelling
Telephone Number: 210-581-9977
Fax Number: Lindsay.kelling@quisitive.com

EXHIBIT A – Pricing Page

Section	Description	Unit of Measure	Quantity	Unit Cost	Extended Cost
4.1.1	Microsoft Dynamics and Technology Implementation Services	Hours	500	\$ -	\$ -
4.1.2	Support and Maintenance	Hours	100	\$ -	\$ -
		Overall T	otal Cost	\$	-

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

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

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

BIDDER /VENDOR INFORMATION:

Vendor Name:	Quisitive, LLC
Address:	1431 Greenway Drive Suite 1000
City, St. Zip:	Irving, TX 75038
Phone No.:	210-581-9977
Email Address:	lindsay.kelling@quisitive.com

Vendor Signature:	Date:
Lindsay Telling	1/9/2025



VENDOR

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

State of West Virginia Centralized Request for Quote Info Technology

Proc Folder:	1528690		Reason for Modification:
Doc Description:			Addendum No. 2 published to extend bid opening date and provide answers to vendor questions
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
024-12-17	2025-01-09 13:30	CRFQ 0705 LOT2500000003	3
	•		
BID RECEIVING LO	OCATION		

ID RECEIVING LOCATION
ID CLERK
PEPARTMENT OF ADMINISTRATION
URCHASING DIVISION
019 WASHINGTON ST E
CHARLESTON WV 25305
S S

Vendor Customer Code:			
Vendor Name :			
Address:			
Street:			
City:			
State :	Country:	Zip :	
Principal Contact :			
Vendor Contact Phone:	Extension:		
FOR INFORMATION CONTACT THE BUYER Brandon L Barr 304-558-2652 brandon.l.barr@wv.gov			

Vendor Signature X FEIN# 82-3999865 DATE

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

 Date Printed:
 Dec 17, 2024
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WV Lottery to establish an open-end contract for Microsoft Dynamics and Technology Implementation Services per the attached specifications, terms and conditions.

INVOICE TO		SHIP TO	
LOTTERY		LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Microsoft Dynamics and Technology Implementation Services				

Comm Code	Manufacturer	Specification	Model #	
43231500				

Extended Description:

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

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LOTTERY		LOTTERY	
PO BOX 2067		900 PENNSYLVANIA AVE	
CHARLESTON	WV	CHARLESTON WV	
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Support and Maintenance	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #	
43231500				

Extended Description:

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

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions due December 4th, 2024 at 10am FT	2024-12-04

	Document Phase	Document Description	Page 3
LOT2500000003	Final	Microsoft Dynamics and Technology Implementation Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia Centralized Request for Quote Info Technology

Proc Folder:	1528690	Reason for Modification:	
Doc Description:	Microsoft Dynamics and Teo	Addendum No 1 published to extend bid opening	
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2024-12-06	2024-12-19 13:30	CRFQ 0705 LOT2500000003	2

BID	RECEIVING LOCATION
BID	CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION 2019 WASHINGTON ST E

CHARLESTON WV 25305

US

Vendor

Signature X

VENDOR				
Vendor Customer Code:				
Vendor Name :				
Address:				
Street:				
City:				
State :	Country:		Zip :	
Principal Contact :				
Vendor Contact Phone:	Exte	nsion:		
FOR INFORMATION CONTACT THE BUYER Brandon L Barr 304-558-2652				
brandon.l.barr@wv.gov				

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 Date Printed:
 Dec 6, 2024
 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

FEIN#

82-3999865

1/9/2025

DATE

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US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #	
43231500				

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Comm Code	Manufacturer	Specification	Model #	
43231500				

Extended Description:

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SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date
1	Questions due December 4th, 2024 at 10am ET	2024-12-04

SOLICITATION NUMBER: Addendum Number:

Applicable Addendum Category:

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

[]	Modify bid opening date and time
[]	Modify specifications of product or service being sought
[]	Attachment of vendor questions and responses
[]	Attachment of pre-bid sign-in sheet
[]	Correction of error
[]	Other
Description	on o	f Modification to Solicitation:

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.

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

2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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

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

-	Numbers Received: ox next to each addendum re	eceived	l)	
[x]	Addendum No. 1	[]	Addendum No. 6
[]	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[]	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10
further unders discussion hel	stand that any verbal represe ld between Vendor's represe	entation entativ	n ma	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
				Company
				Authorized Signature
				 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012



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

State of West Virginia Centralized Request for Quote Info Technology

Proc Folder:	1528690		Reason for Modification:
Doc Description: Microsoft Dynamics and Technology Implementation Services		Addendum No. 2 published to extend bid opening date and provide answers to vendor questions	
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Date Issued	Solicitation Closes	Solicitation No	Version
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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

304-558-2652

Signature X 🗸

brandon.l.barr@wv.gov

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FOR INFORMATION CONTACT THE BUYER Brandon L Barr		

Vendor Junis Aug Helling

FEIN# 82-3999865 DATE 1/9/2025

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 Page: 1
 FORM ID: WV-PRC-CRFQ-002 2020/05

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ATTACHMENT A

Lottery Q & A CRFQ 0705 LOT2500000003

Microsoft Dynamics and Technology Implementation Services

- 1. Can one individual hold certifications for multiple technologies to fulfill each requirement, or are two separate certified individuals needed for each technology listed?
 - A1) Each individual may hold multiple certificates. Staff may cover multiple technologies, as long as the minimum of two is met. Two (2) employees are required to hold appropriate certificates for each technology. Per section 3.5 the Vendor must maintain a minimum of two (2) Microsoft-certified permanent direct employees on staff to implement and support operations for each Microsoft technology listed.
- 2. Can you provide additional context as to how the Lottery is currently using MS Dynamics?
 - A2) The Lottery is using Dynamics Business Central for General Ledger reporting.
- **3.** Does the Lottery have a defined and document Dynamics governance framework or design standards to be followed? If so, can those be shared?
 - A3) The Lottery does not currently have a Dynamics governance framework or design standards.
- **4.** Does the Lottery have an inhouse Dynamics development team that the Vendor should anticipate working in coordination with?
 - A4) No
- **5.** What percentage of the current MS Dynamics solution(s) used by the Lottery are out of the box features vs custom development?
 - A5) All current Business Central features are configured and not customized.
- 6. How many MS Dynamics environments is the Lotter currently supporting?
 - A6) One production and three sandbox environments for Business Central.
- **7.** How many MS Dynamics users does the Lottery currently have?
 - A7) 30
- **8.** Are you using managed or unmanaged solutions?

Lottery Q & A CRFQ 0705 LOT2500000003

Microsoft Dynamics and Technology Implementation Services

- A8) Managed.
- 9. Are you using pipelines for deployments or moving solutions manually?
 - A9) Manual.
- **10.** Is the Lottery currently using specific Dynamics Apps such as Field Service, Sales, Customer Service, etc.?
 - A10) Business Central
- **11.** The RFP calls out MS Access applications as existing environments. Is it anticipated that the selected vendor will assist with transitioning those Access applications into Dynamics? If yes, please provide additional details on these applications.
 - A11) Yes. The MS Access Application stores data on an MS SQL server. The vendor will need to evaluate, cleanse, extract, transform, and load that the Lottery identifies as a target for migration. The vendor will also need to analyze and replicate any existing data import or ETL jobs that consume data into existing applications from external third-party providers.
- 12. Is there existing system documentation? If so, how detailed is it?
 - A12) No
- **13.** Are you using Power BI? If so, are you embedding it in the Dynamics? What are the data sources you are pulling information from?
 - A13) No
- **14.** Does the Lottery have any existing integrations that need to be supported? Are there integrations that may be needed going forward?
 - A14) There are no existing integrations.
- **15.** Do you anticipate needing data migration services? If so, what is the scope (e.g., specific datasets, systems)?
 - A15) Yes.
- **16.** What are your key security and compliance objectives for Dynamics 365?

Lottery Q & A CRFQ 0705 LOT2500000003

Microsoft Dynamics and Technology Implementation Services

- A16) Data loss prevention and protection from ransomware.
- **17.** How is your organization structured, and how should this reflect in the Dynamics 365 business unit setup?
 - A17) The organizational structure of the lottery has no bearing on the Dynamics 365 business unit setup.
- **18.** How many security roles does the Lottery have?
 - A18) None.
- 19. Is the Lottery segmenting data access by Organization, BU, Team?
 - A19) No.
- **20.** Is the Lottery using Security Groups?
 - A20) No.
- **21.** What is being used for document management today? What retention policies apply?
 - A21) Application Enhancer. Documents are retained into perpetuity.
- **22.** Is the vendor expected to be on-site at West Virigina Lottery facilities or may this work be executed remotely? If on-site, what percentage of time?
 - A20) Hybrid. Up to 50% onsite.
- 23. For section 22 Exceptions and Clarification, will a list of exceptions be acceptable?
 - A23: The agency cannot advise how a vendor should submit their bid.
- **24.** For the employment verification, is there a specific form or report you are seeking with our proposal?
 - A24) Please see section 3. QUALIFICATIONS" of the specifications.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

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[]	Addendum No. 4	[]	Addendum No. 9				
[]	Addendum No. 5]]	Addendum No. 10				
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.								
				Company				
		_		Authorized Signature				
				 Date				

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

Revised 6/8/2012

January 9, 2025

Submitted by: QUISITIVE



Table of Contents

3
4
2
6
7
7
7
9
10
10 10
12



Cover Letter

Dear West Virginia Lottery,

Quisitive is qualified, ready, and eager to partner with the West Virginia Lottery on the Microsoft Dynamics Technology Implementation Services project. We implement secure and innovative technology solutions that help our clients achieve their business goals while maximizing the value of their Microsoft investments. As a global Microsoft IT consulting firm, we design, build, and maintain IT-enabled business solutions that end-users truly appreciate.

In the response below, Quisitive has demonstrated the ability to operate in West Virginia Lottery's complex environments and bring fitting solutions, best practices, and thoughtful change methodologies to the Lottery's Dynamics project. Quisitive is a world-class industry partner, driving the delivery and management of solutions that enable customers to deliver on their technical and organizational objectives. We sincerely appreciate your consideration and the opportunity to plan for the future of technology at the West Virginia Lottery. We are at your service. Our proposal and pricing are valid for 60 days from the submission date. Please do not hesitate to contact us with questions about our response.

RFP RESPONSE

Quisitive

Contract Contact

Authority to Bind

Lindsay Kelling

Dan Kunz

1431 Greenway Drive Suite

<u>Dan.kunz@quisitive.com</u>

Irving, TX 75038

<u> Lindsay.Kelling@quisitive.com</u>

January 9, 2025



Executive Summary

Project Goals

Quisitive is experienced and demonstrably qualified to do the work that West Virginia Lottery has described in the request for a quote. We hope to be the Partner of Choice for the Lottery's open-ended modernization and improvement of their current Access and SQL environments by planning and implementing Microsoft Dynamics. Quisitive has been involved with planning, designing, configuring, migrating, training, testing, and supporting modernization efforts like this many times.

Quisitive Background

Quisitive is a global Microsoft IT consulting firm that imagines, builds, and sustains IT-enabled business solutions that people love to use. Quisitive was founded and incorporated in Texas in 2016; however, through organic growth and acquisitions, Quisitive has over 30 years of successful operation, approximately 800 employees, and a reputation for uncompromising quality and service. Quisitive implements secure and innovative technology solutions that enable our clients to achieve their business priorities while deriving the maximum value from their Microsoft investments. Our broad solution capabilities are designed to encompass the entire Microsoft technology portfolio to solve business-critical challenges. Quisitive has deep experience in State and Local Government, healthcare, and retail industries, driving exceptional value for our clients and their end-user customers.

At Quisitive, we envision being a new kind of partner.

Quisitive knows that organizations need a new kind of partner that understands how to use technology to drive business outcomes and supports the enterprise across all business functions, from accounting and operations to public relations and communications. For this reason, Quisitive has formed a team of business, technical, and industry experts to help serve our client's needs across all cloud enablement and digital transformation areas.



Expertise from cloud to cloud

Quisitive is committed to helping customers implement business solutions and move to and innovate within the three Microsoft clouds.



Business solution development

Quisitive is passionate about developing first-party solutions and products for our customers. Our internal IP across the Public Sector, ERP, and Human Resources Management sets us apart as a Partner.



Trusted advisors and partners

Quisitive is focused on deep partnerships with our clients and with Microsoft.





Quisitive is consistently recognized for excellent customer service and deep industry and technology expertise. As a key developer of cloud-based products based on the Microsoft 365 platform, including Dataverse and Power Platform, we offer a unique and comprehensive set of capabilities.

MICROSOFT AWARDS & ACCOLADES

- Quisitive has been honored with multiple Healthcare Partner of the Year awards in the last few years. The Company was honored among a global field of top Microsoft partners for demonstrating excellence in innovation and implementing customer solutions based on Microsoft technology. Additionally, the Company was recognized as a finalist for the Microsoft Community Response Partner of the Year Award.
- Quisitive's Business Applications Practice has recently won multiple Microsoft awards, including the Dynamics Eagle Award for excellence in Microsoft Dynamics 365, Global PowerApps Partner of the Year, and Power BI Global Partner of the Year Finalist.
- Microsoft Gold Partner Quisitive is an organization that has agreed to collaborate and establish a close working relationship with Microsoft. Gold Partner certification indicates that an organization has achieved the highest standards of Microsoft's widely recognized partnership program.
- Microsoft President's Club The President's Club for Microsoft Dynamics honors highperforming Microsoft Dynamics partners whose commitment to customers is reflected in their business success and growth. This prestigious group represents the top 5% of Microsoft Dynamics partners worldwide.
- Microsoft Inner Circle Award The Inner Circle Partner program is designed for partners who provide custom services or enhanced product solutions utilizing the Microsoft Dynamics technology platform. This program recognizes a partner's unique expertise in specific industries and ability to drive business transformation using the power of Microsoft Dynamics and is awarded to the top 3% of partners.

Below is a broader view of Quisitive's long-term stature in the Microsoft ecosystem:

- 2024 Microsoft Analytics Partner of the Year
- 2022/2023 Microsoft Business Applications Inner Circle Award
- 2022 Winner MSUS Health and Life Sciences Partner of the Year
- 2022 Finalist Microsoft Global Healthcare Partner of the Year
- 2021/2022 Microsoft Business Applications Inner Circle Award
- 2021 Winner Microsoft Global Healthcare Partner of the Year
- 2021 Finalist Microsoft Partner of the Year Community Response
- 2020 MSUS Partner Award Winner Azure DevOps
- 2020 Finalist Microsoft Partner of the Year Data Analytics
- 2020 US Top Microsoft 365 Security Partner
- 2019/2020 Microsoft Business Applications Inner Circle Award



- 2019 Winner MSUS Partner of the Year
- 2019 Winner Microsoft Partner of the Year Power Apps
- 2019 Finalist Microsoft Partner of the Year Modern Desktop
- 2019 Dynamics Eagle Award
- 2018 MSUS Partner Award Azure Compete
- 2017 Finalist Microsoft Partner of the Year Cloud Productivity
- 2017 Top 50 Inbound Marketing Excellence Report
- 2016 US Partner of the Year
- 2016 Microsoft Area Partner of the Year, South Central
- 2016 Microsoft Regional P-Seller Partner of the Year
- 2016 Redmond Channel Partner Top 200 US Microsoft Partners
- 2016 Top 50 Partners for Inbound Marketing Excellence

Industry Leading Customer Satisfaction

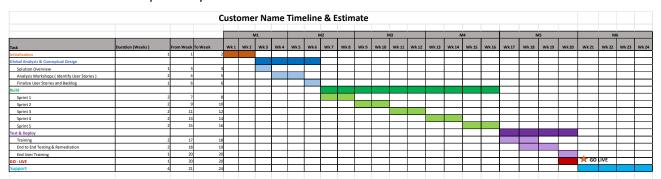
Every three months, Quisitive will request that you score our assistance based on the Net Promoter Score methodology. Net Promoter Score (NPS) measures customer experience and predicts business growth. This proven metric transformed the business world and now provides the core measurement for customer experience management programs worldwide. Quisitive uses this KPI to understand the health of our relationship and act on concerns raised that have not already been shared with your Customer Success Manager. Quisitive's current NPS is 85, which is well above industry standards.

Technical Response

The Quisitive Velocity (Agile) Program we propose represents an agile-focused delivery methodology and is a framework that includes focused, predictable delivery of the customer's application and continued engagement of a dedicated team to monitor, assess, and improve the quality and speed of delivery with complete transparency.

Example Draft Project Plan

This example of a Quisitive plan calls for six weeks of initiation and design, which may be shortened if access and environment setup can be accelerated. Completing and approving designs on a sprint-by-sprint basis could start development earlier. This is followed by 10 weeks of iterative development and 4 weeks of acceptance testing. The testing phase could be shortened, given the ability to test after the completion of each iterative development cycle.



Additional details will be created during the project's first two weeks (orange) to fulfill the deliverable requirements for developing the project plan, including plans for the Discovery Sessions for business process workflows. During the analysis and conceptual design phase (blue), the team will build the Technical Design Document and Implementation and Release plan drafts that define when the developed functionality created and tested is released to end users. Testing and development will occur during the Build and Test and Deploy weeks depending on the implementation and release plans. Quisitive is proposing 4 weeks of hypercare support post-final deployment.

General Business Functionality

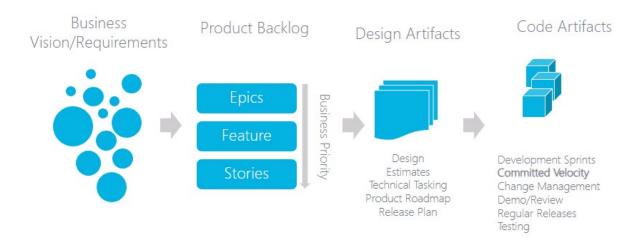
DEVELOPMENT METHODOLOGY

The Quisitive Velocity agile process is a structured methodology designed to enhance delivery and improve team performance. Here are the key phases:

Dedicated Team Engagement Model and Process: This phase involves forming a dedicated team
and establishing a transparent engagement model. The team will work closely together to ensure
effective communication and collaboration. During this phase, Quisitive will work with the Fairfax
County team to lay out the Design Document deliverable and ensure that system features are
collected in the tracking repository to facilitate Sprint planning and completion of status reporting.
The Agile approach updates the Design document if requirements change during development.



- 2. Sprints and/or Iterative Development Approach: The process follows an iterative development approach, typically using sprints. Each sprint involves planning, executing, and reviewing work to ensure continuous progress and improvement.
- Continuous Reflection and Improvement of Processes: Regular reflection and retrospectives are conducted to identify areas for improvement. The team continuously assesses its processes and makes necessary adjustments to enhance efficiency and effectiveness.
- 4. Product Release(s) and Support: This phase focuses on releasing the product and providing ongoing support to achieve business objectives. The team ensures that the product meets the required standards and delivers value to the customer.
- 5. Regular Joint Management Review of Program: Management and the program conduct regular reviews to assess its progress. These reviews provide transparency and ensure alignment with business goals.



Deliverable Acceptance Process for Velocity (Agile)

Quisitive shall receive approval to close backlog items from the Client's Project Manager (or Product Owners) and be accepted once their status is changed to "Closed."

Definition of Ready

Where applicable, User Stories shall meet the following criteria during refinement before being accepted into a sprint:

- Story has a:
 - Title
 - Description
 - Acceptance criteria that everyone on the team understands
 - o Wireframes or architectural assets, where applicable
- Dependencies identified
- Estimate includes all activities to meet the definition of done

January 9, 2025



Client has approved all the above

Definition of Done

Where applicable, Quisitive shall ensure that all the following are completed per user story before the story is submitted to the Client for acceptance.

- All acceptance criteria have been met
- Where applicable:
 - Source has been checked in to source control
 - Story has been deployed to a testing environment
 - o Testing is complete and acceptance criteria have been met
 - Deliverable peer review complete
 - Documentation updates are complete
- The client has reviewed and approved the completion of the acceptance criteria

Scope Change Management

The Change Management Process is a crucial mechanism that can affect the success or failure of this project. This process is the primary vehicle for containing scope and providing management with the opportunity to make timely trade-offs between the three key critical success factors of scope, budget, and schedule. Potential changes must be identified early, documented carefully, and resolved at the appropriate levels of responsibility.

Changes are defined as work activities or products not initially planned for or estimated. More specifically, changes may include but are not limited to:

- Scope items not listed in a mutually agreed upon scope deliverable.
- Participation in activities not previously included in the list of work activities in the project plan
- Provision or development of deliverables not identified in the SOW
- Project delays caused by resources being unavailable as required per the project plan
- Any rework of completed activities or accepted deliverables
- Investigative work to determine the impact of significant changes

To manage change properly, at the beginning of the project, Quisitive and Client will institute a mutually acceptable change control process to identify, track, assess, and approve changes to the project. Quisitive and Client will follow this process to classify, prioritize, approve, or reject changes.

The Change Management Process ensures that changes to the project's scope, schedule, or budget are agreed upon before implementation. No project changes defined by the SOW shall be implemented until the parties mutually agree to the impact of the change on the timeline, budget, and resources in writing and executed.

Please note the following:

- All Change Requests must be submitted in writing.
- Changes to the project budget over a cumulative total of \$5,000 will require a formal Change Request signed by an authorized Client stakeholder.

January 9, 2025



- If the change is accepted, each party's authoritative delegate must sign a written Change Request. Both parties sign the Change Request as an addendum to the SOW.
- Changes to the project budget less than a cumulative total of \$5,000 will be logged within a project
 Decision Log and will require formal agreement by the Client stakeholder

Project Team Communication Management

Project Communication Management includes processes required to ensure the timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information. Communication provides critical links between people, ideas, and information necessary for success.

Timely status reporting and current project schedules are essential for measuring progress. The specific activities that each team member works on and their progress toward completing those activities are the only objective measures of the project's progress against the schedule and budget.

To manage the scope of project documentation, Quisitive recommends that the Client establish a Project Communications plan that clearly defines the users of information, the frequency of information, and the content and context of information during the project. In addition, a project repository will be recommended to facilitate the storage and retrieval of all documents related to the project.

Velocity (Agile) Definitions

These are the standard definitions for terms in our process. If terms conflict with existing processes, Quisitive can modify them as needed.

- 1. Story Points: A story point is a metric used in Agile/Continuous Delivery engagement management and development to represent the effort to deliver a user story. Valid story point assignments within this engagement are one (1), two (2), three (3), five (5), eight (8), and thirteen (13). Any user story larger than thirteen points must be broken down into separate, distinct user stories. At times, fractional story point values below one (1) may be used for smaller scoped items.
- T-shirt sizes: Small, medium, large, extra-large, XXL, and Infinity. New user stories or stories still in the grooming process may be assigned T-shirt sizes to assist the Client's Product Manager and Executive Owner in prioritizing features they desire to be delivered. T-shirt sizes are a rough order of magnitude, aimed at giving the business an idea of potential cost and effort directionality when detailed requirements are not yet completed.
- 3. Approved User Story: Approved User Stories are user stories with requirements and acceptance criteria that meet the definition of ready and have been reviewed by the Quisitive technical team and then assigned a story point value. The point value assignment for Approved stories is Quisitive's estimate of that work effort. A developer may only pull An Approved user story into Active status if it has been in the Approved state at least two business days before the work item starts. Approved User Stories represent a two-way commitment: Quisitive commits to deliver the defined requirements, and Client commits to the definition of done (acceptance criteria). Should the story exceed the estimate, Quisitive will notify the Client of the potential overage as soon as they know.
- 4. Ad-Hoc Story: User stories in the backlog that are requested to be worked on but do not yet have acceptance criteria and a committed story point value. These may also be stories with acceptance criteria but were given a story point estimate less than two business days before the work item started. Ad-hoc stories requested to start will be given a story point range, and the actual value will be updated once delivered. Ad-hoc stories should represent critical issues. Ad-hoc stories will be assigned story points upon completion. If any story requested in a sprint is larger than the



Medium T-shirt size, it will be assigned to the Research Spike so that the team can break it down, gather acceptance criteria, and estimate it.

- 5. Research Spike: Technical investigation into new technology or the existing code base to inform the user acceptance criteria, create a delivery plan, and increase estimating precision. Research Spikes will result in user stories being placed on the backlog. Common reasons research spikes are part of sprints are due to ad-hoc stories, stories on the backlog that have T-Shirt sizes larger than Medium, and User Stories that are thirteen (13) Story Points or greater as are of a size that requires coordination above and beyond the individual resource.
- 6. Pulled User Story: A user story is pulled from the sprint backlog once a sprint has started and no work on it has begun.
- 7. % Ad-Hoc Story Points: Quisitive anticipates a certain amount of Ad-Hoc user stories; this tracks how much ad-hoc /unplanned work the team is taking on sprint over sprint. This metric gives a window into the health of business planning and prioritization.
- 8. Idea: Any new concept that impacts the solution will be tracked in the backlog as an idea. Ideas may become Epics, Features, or User Stories as defined.
- 9. Bug: Any errors discovered in already closed user stories where the system no longer meets their acceptance criteria, that acceptance criteria are still expected behavior, and changes in the code base cause the issue.

10. Backlog Item States:

- a. New: The idea has been more formalized and bucketed as an Epic, Feature, or User Story. A general T-shirt size should be applied for the given granularity level (Epic, Feature, User Story), and from there, a decision on whether the idea is worth decomposing should be made. If the idea is an Epic and it is worth decomposing, Features should be drafted, and they should be t-shirt-sized. If the idea is a Feature, then User Stories should be drafted and t-shirt-sized. Epics and Features start here; user stories are the only items moving through all the backlog items described below.
- b. Grooming: User Stories must be flushed out with unambiguous and testable acceptance criteria, detailed screen designs (when necessary), and any additional information required by the definition of ready. Once sufficient information is available, the User Story will be estimated using Story Points by team members. The team shall collaborate to determine its estimate. Once a story has been estimated based on the requirements of the teams, and the Definition of Done, the story has finished Grooming and, with the Client and Quisitive's acceptance, moved to the Ready state.
- c. Ready: Work the Quisitive accepts as ready for work to commence. This means the Development Team has committed to completing these stories (per the definition of done). The team will then self-organize how they plan to develop and complete the story.
- d. Active: Stories in progress that are actively being developed or tested by the Development Team. The business analysts and product owners may be called to provide additional details regarding these stories as the development team works on them.
- e. Resolved: Resolved stories are stories that the Development Team believes are completed per the Definition of Done and have not been reviewed or accepted by the Product Owner. Resolved stories should be available to test (when applicable) in some form of User Acceptance Testing environment.



- f. Closed: The entire Scrum Team and Client Product Owner have accepted closed stories as completed per the Definition of Done. When issues arise, a bug (unless critical) should be filed, groomed, prioritized, and worked through the backlog like all other ideas. Closed stories are not re-opened.
- g. Removed: User stories that were never in the state of Active and Client has decided are not worth continuing to work on or track.

Use Case Example

The DC Child and Family Services Agency (CFSA) partnered with Quisitive to modernize child welfare services through the Kinship Navigator Program. This initiative aimed to streamline subsidy applications for grandparents and close relatives caring for minor children, especially highlighted during the COVID-19 pandemic. By leveraging Microsoft Power Platform, Dynamics 365, and Azure Cloud, they developed a public-facing portal and mobile app, making it easier for families to apply for subsidies, upload documents, and track their applications.

The impact of this modernization has been significant, with nearly 8,000 families using the app and website. This has reduced foster care entries, increased access to vital services, improved child safety, and faster application processing. The program has reduced administrative costs and strengthened the support system for families, ensuring children remain in safe and nurturing environments.

January 9, 2025



OUISITIVE CLIENT
DC Child and Family
Services Agency

Public Sector

Washington, DC

IN THIS CASE STUDY

- Microsoft Power Platform Power Pages
- Microsoft Dynamics 365
- Microsoft Azure Cloud

"CFSA has an important mission to keep families together. To accomplish that, there is a lot of social work that goes on and technology supports that.

MARINA HAVAN

Chief Information Officer, CFSA

Transforming Child Welfare in DC: Implementing the Kinship Navigator Program to Unite Families & Improve Access to Financial Aid

About CFSA:

The DC Child and Family Services Agency (CFSA) is the primary public child welfare agency in the District of Columbia, entrusted with the crucial responsibility of safeguarding child victims and those vulnerable to abuse and neglect, while also providing vital assistance to their families. As a dedicated agency, CFSA is committed to ensuring the well-being and safety of children in the community, working diligently to prevent harm, intervene in cases of maltreatment, and support families in need.

The Need for Online Access to Social Assistance

The COVID-19 pandemic shed light on the inefficiencies a used by manual forms and systems in place for the public to apply for assistance and essential child welfare services. The agency knew that to provide the best possible support to children and families, it needed to modernize its processes and make the application processes efficient and accessible online and mobile. More specifically, the agency wanted to make it easier to administer a subsidy program that gives financial aid to grandparents and close relatives caring for minor children whose parents cannot care for them.

CFSA partnered with Quisitive and collaboratively, they undertook a tight sevenmenth transformative project to introduce a Kinship Navigator platform to streamline child welfare subsidy application processes, optimize accessibility, and bolster support for DC's community. The Quisitive team worked closely with the Agency to create a public-facing portal and mobile app to process subsidy applications. The result has been a transformation is how the public and staff process and track applications, and has resulted in more families gaining access to essential financial aid that helps to keep children safe and with their families.

Getting the Kinship Navigator App Up and Running

Through close collaboration with CFSA, Quisitive's team conducted extensive discovery and research, pinpointing pain points in existing workflows and strategically devising automated processes for a comprehensive and user-friendly public website and application. Leveraging Microsoft's Power Platform Power Pages, Dynamics 365, and Azure Cloud, as the core technology stack, Quisitive was able to develop an intuitive website and mobile application that allows families to submit applications, upload documents, and track important information they need to receive essential services and financial aid.

"Our experience with Quisitive was great. We were under a very tight deadline they brought a team together with different skills across user experience, software development, and mobile development. It is amazing how much work we got done in a short timeframe and produced an excellent product."

ISSA BARKETT - Project Manager, CFSA

"When designing the Kinship Navigator platform, we needed to ensure that grandparents and close relatives could access the app and web portal easily. We used a user-centered design to ensure the platform was simple to use and could help these families navigate this process as easily as possible."

MARK NAGAO - Power Platform Solution Architect, Quisitive

Keeping DC Families Together

Since the rollout of the Kinship Navigator program, CFSA has experience a drastic uptake of applications for social services. Close to 8,000 families have accessed and used the app and website.

- Reduction in foster care entries
- More families gaining access to vital services and support
- Better child safety and security
- Faster processing of applications and reduced administrative time and costs

"The Kinship Navigator app helps us to achieve our mission of keeping families together. Any delays in families trying to access services could mean that a child is separated and ends up in foster care and this application solves that."

ROBERT L. MATTHEWS - Agency Director, CFSA

"We were behind the times. Most people expect to be able to do most things from their phones. They can order food and shop—so why not be able to access essential services the same way and just as easily."

LATASHA TOMLIN

Kinship Program Manager, CFSA

Empowering Child Welfare: A Transformative Journey with Quisitive

Quisitive's indispensable role in revolutionizing child welfare services in DC has left an enduring positive impact on vulnerable children and families, reinforcing the power of technology in fostering positive change and social well-being.

"Working with Quisitive was seamless. They became an extension of our team. They took the time to understand our organization and users and brought our vision to life."

LATASHA TOMLIN

Your Partner for Smart and Impactful Community Applications

Quisitive is proud to enable nonprofits and organizations in government to deliver better services to their community through accessible and easy-to-use application. Our team of cross-functional industry and technology experts is here to help create solutions that make an impact.

"We loved developing this solution with CFSA. Knowing that this technology impacts people's lives and helps make their situations better is very rewarding, and is why we do what we do."

MARK NAGAO

Learn more about Power Platform, Dynamics 365, Azure Cloud, PowerGov, and Custom Application Development, or contact us to book a free solution consultation.



EXHIBIT A – Pricing Page

Section	Description	Unit of Measure	Quantity	Unit Cost	Ext	ended Cost
4.1.1	Microsoft Dynamics and Technology Implementation Services	Hours	500	\$ 198.45	\$	99,225.00
4.1.2	Support and Maintenance	Hours	100	\$ 198.45	\$	19,845.00
		Overall T	otal Cost	\$	-	119,070.00

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

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

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

BIDDER /VENDOR INFORMATION:

	Vendor Signature:		Date:
Lindsay Kelling			1/9/2025
Email Address:		lindsay.kelling@quisitive.com	
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City, St. Zip:		Irving TX 75038	
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Vendor Name:		Quisitive LLC	