



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

State of West Virginia  
**Master Agreement**

Order Date: 10-20-2023

CORRECT ORDER NUMBER MUST  
 APPEAR ON ALL PACKAGES, INVOICES,  
 AND SHIPPING PAPERS. QUESTIONS  
 CONCERNING THIS ORDER SHOULD BE  
 DIRECTED TO THE DEPARTMENT  
 CONTACT.

<b>Order Number:</b>	CMA 0803 0081 DOT2400000009 2	<b>Procurement Folder:</b>	1290722
<b>Document Name:</b>	Deighton Professional Services	<b>Reason for Modification:</b>	Change Order No. 1 - administrative change order to add a page from the vendor's quote that inadvertently missed and add a new commodity line.
<b>Document Description:</b>	Deighton Professional Services (81240030)		
<b>Procurement Type:</b>	Central Sole Source		
<b>Buyer Name:</b>			
<b>Telephone:</b>			
<b>Email:</b>			
<b>Shipping Method:</b>	Best Way	<b>Effective Start Date:</b>	2023-10-15
<b>Free on Board:</b>		<b>Effective End Date:</b>	2024-10-14

VENDOR				DEPARTMENT CONTACT	
<b>Vendor Customer Code:</b>	000000233045			<b>Requestor Name:</b>	Kristine E James
DEIGHTON ASSOCIATES LTD 1555 WENTWORTH ST UNIT 200				<b>Requestor Phone:</b>	304-414-7104
WHITBY ON L1N 9T6 CA				<b>Requestor Email:</b>	kristy.e.james@wv.gov
<b>Vendor Contact Phone:</b>	9056656605	<b>Extension:</b>	132	<div style="font-size: 48pt; font-weight: bold;">24</div> <div style="font-weight: bold;">FILE LOCATION</div>	
<b>Discount Details:</b>					
	<b>Discount Allowed</b>	<b>Discount Percentage</b>	<b>Discount Days</b>		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720  CHARLESTON WV 25305  US	INFORMATION TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720  CHARLESTON WV 25305  US

10-24-23 BA

<b>Total Order Amount:</b>	Open End
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Purchasing Division's File Copy

ENTERED

JE 10/23/23  
**PURCHASING DIVISION AUTHORIZATION**  
 DATE: *Tara H 10/23/2023*  
 ELECTRONIC SIGNATURE ON FILE

**ATTORNEY GENERAL APPROVAL AS TO FORM**  
 DATE: *John S. Gray*  
 ELECTRONIC SIGNATURE ON FILE  
*10/25/2023*

**ENCUMBRANCE CERTIFICATION**  
*Renee Tolson*  
 DATE: *10-25-23*  
 ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Change Order No. 1 - Administrative change order to add a missing page (page 21) from the vendor's quote that was inadvertently missed on the purchase order and add a commodity line to aide in payment for lump sum fixed fee delivery orders, payment milestone will be established which are based upon specific deliverables.

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112200			Hour	220.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Professional Services - Project Mgt Rate - Jr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81112200			Hour	220.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - dTIMS Prod Mgmt Personnel - Jr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81112200			Hour	220.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs -dTIMS Software Dev. Personnel - Jr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81112200			Hour	220.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - Project Delivery Personnel - Jr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81112200			Hour	220.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - Training Personnel - Jr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81112200			HOURL	220.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - Support Personnel - Jr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81112200			HOURL	325.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs -Senior External SME (as required)

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	81112200				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs-On-Site Supp1 Costs (3-day trip)-Jr. Rate

**Extended Description:**

Year 1 - Jr. Rate - \$11,600.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81112200			HOURL	285.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Professional Services - Project Mgt Rate - Sr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	81112200			HOURL	285.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - dTIMS Prod Mgmt Personnel - Sr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	81112200			HOURL	285.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs -dTIMS Software Dev. Personnel - Sr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	81112200			HOUR	285.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - Project Delivery Personnel - Sr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	81112200			HOUR	285.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - Training Personnel - Sr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	81112200			HOUR	285.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs - Support Personnel - Sr. Rate

**Extended Description:**

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	81112200				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Deighton Prof Svcs-On-Site Supp1 Costs (3-day trip)-Sr. Rate

**Extended Description:**

On-Site Support Costs (3-day trip) Sr. Rate - \$14,200.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	81112200				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Lump Sum Fixed Fee Delivery Orders

**Extended Description:**

Added on Change Order No. 1 - payment for lump sum fixed fee delivery orders, payment milestone will be established which are based upon specific deliverables.

## **Our Commercial Offering**

Deighton is pleased to offer WVDOH this Proposal that schedules payment for performance of the delivered dTIMS Services.

The term of the Master Contract will commence upon Deighton's receipt and acceptance of the signed and fully executed document and shall continue for five (5) consecutive years.

During this term, Deighton and WVDOH will agree to Scopes of Work (SOW) based on the dTIMS Services described in this Proposal. Once agreed, Deighton will prepare a level of effort (LOE) estimate for the SOW and then a resulting cost estimate using the prevailing rate card at the time. If WVDOH agrees to this cost proposal, WVDOH will issue a delivery order (or equivalent notice to proceed).

The delivery order from WVDOH may be in the form of a lump sum, fixed fee type contract in which deliverables are clearly detailed and costed. In this case, Deighton will invoice WVDOH the agreed upon amount for each deliverable once that has been accepted and signed off by WVDOH.

The delivery order from WVDOH may also be in the form of a time and materials contract with a fixed upset limit. In this case, Deighton will invoice WVDOH monthly based on actual time spent executing against the SOW. Deighton and WVDOH will plan a minimum of a rolling three (3) month backlog of work to execute against to ensure resource availability and timely delivery of work and acceptance criteria.

From time to time, there will be a need to have Deighton staff on-site in WVDOH's office. Unless otherwise agreed to, Deighton will use the "On-Site Support" item from the prevailing rate card at the time. This item is a fully loaded rate that includes Deighton services as well as direct travel expenses.

Each delivery order will have a term with a start and end date and can be modified in agreement with both Deighton and WVDOH. Terms on invoices issued against the delivery order will be Net 30 Days and all prices are in USD.

### **Lump Sum Fixed-Fee Delivery Orders**

For all lump sum fixed fee-based delivery orders, payment milestones will be established which are based upon specific Deliverables. Deighton will be authorized to invoice WVDOT based upon acceptance by WVDOT of all Deliverables related to a payment milestone. Each milestone will have fifteen percent (15%) retainage held. Item Deliverable(s) and retainage where applicable will be detailed on each invoice.

Upon formal acceptance by WVDOT of the full scope of a Delivery Order, WVDOT will release the retainage. Upon termination of the contract for reasons other than awarded vendor's uncured material breach of Contract, retained fees for accepted work will be released.

### **Time and Materials Delivery Orders**

Fifteen percent (15%) retainage may be held on each monthly invoice submitted by Deighton.

Upon formal acceptance by WVDOT of the full scope of a Delivery Order, WVDOT will release the retainage. Upon termination of the contract for reasons other than awarded vendor's uncured material breach of Contract, retained fees for accepted work will be released.



Lyle, Tara L <tara.l.lyle@wv.gov>

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## Deighton CMA DOT24\*09

1 message

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James, Kristy E <kristy.e.james@wv.gov>

Thu, Oct 19, 2023 at 6:49 AM

To: Tara L Lyle <Tara.L.Lyle@wv.gov>, Dusty J Smith <dusty.j.smith@wv.gov>

Tara,

We just realized that CMA DOT24\*09 is missing a page and a line item. I'm sorry, I didn't catch this when you had me review it. The page that is missing is Page 21 and we need one more line item added called "Lump Sum Fixed Fee Delivery Orders". This line needs to be a service line.

The thought was that Deighton would be able to provide us with statements of works that were fixed fee proposals that are deliverable driven. With these delivery orders we could allow Deighton to bill on a milestone delivery basis and our plan was to have a hold back for final acceptance.

Page 21 outlines the expectations for the firm fixed fee projects as well as the hold back. If this line is a service line, we can just pay as the deliverables are completed. The other hourly rates are intended for smaller projects where we could just order a set amount of hours as needed.

Would you be able to do an administrative change order to add this line item?

Please let me know if you have any questions.

Thanks

Kristy James  
WV DOT  
Procurement Officer  
304/414-7104

Procurement Requests should be directed to: DOTProcurement@wv.gov

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 **WV 2023-035 2023 Master Services Contract Proposal\_v3 (1).pdf**  
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