WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Software Development & System Maintenance Services Request For Proposal

West Virginia Water Development Authority

02/07/2025

Due Date and Time: March 10th, 2025 @ 2:00pm

RRP No.: SDSMRFP-02

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY   02/07/2025

Software Development & System Maintenance SERVICES

1.0 Invitation

1. The West Virginia Water Development Authority (WDA) is seeking a software development group with the capabilities necessary to maintain and troubleshoot the existing system to support our limited internal support staff. This will require confident familiarity with the current database and understanding of table relations, as well as familiarity with the code and skilled proficiency in the programming languages contained therein. We are also seeking a company that can take on restructuring efforts as defined in this section in this document, as well as the design, development, and implementation of new processes that will need to seamlessly integrate with our current design. We seek to partner with an entity that understands the importance of comprehending our business process and understands that the business process of the agency is the foundation for everything that we design and implement in our system. Developers will be responsible for all aspects of development and implementation, including design, programming, testing and configuration.

Term and termination

A. **Term.** The term of the agreement with the successful proposer will be 36 months from the Effective date unless terminated by either party as described below. The WV Water Development Authority will enter into an agreement with the successful proposer.

B. **Termination without cause.** Either party may terminate the agreement, without cause, upon 60 days written notice. Such termination will merely terminate either party's and its ability to enter into new tasks under this agreement. Such termination will not affect any tasks or order not otherwise terminated, and any terms of this agreement applicable to any task or order not otherwise terminated will continue in effect with respect to that task or order. terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

C. **Termination for Cause.** Either party may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders

or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure.

2.0 Scope and Intention

This RFP seeks to determine a software development contractor with the capabilities required to supplement the existing Infrastructure Funding Application System (IFAS) with newly defined features, maintain and troubleshoot existing system functionality, and provide end-user support to internal staff using the systems in their daily Infrastructure project management, oversight, and approval processes. These tasks will require extensive familiarization of the current data structure, code and existing procedures and policies.

System Infrastructure

The existing IFAS system is comprised of multiple component systems that are leveraged separately by different end-user groups while also being tightly integrated in terms of data and workflow sharing. The overall system is currently comprised of four overall components, all utilizing one centralized database. However, for the purpose of this work effort, only three of these components will pertain to the work specified here. These components include:
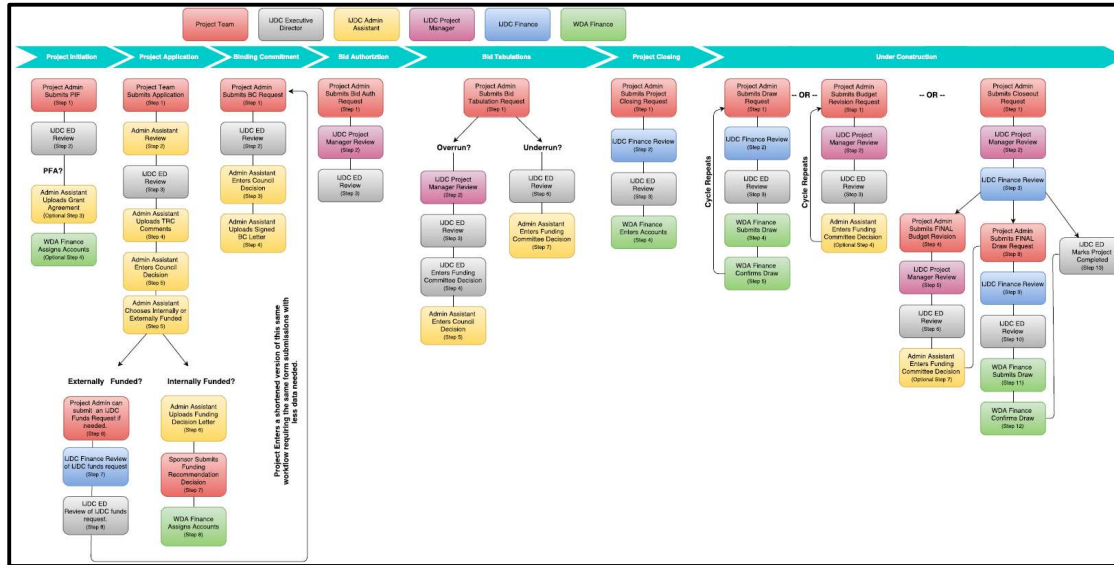
1. Public Website
2. **Public Project Dashboard (included)**
3. **Internal IFAS (included)**
4. **Public GIS (included)**

Database

The first key component of IFAS is also considered its foundation - one centralized Microsoft SQL server database with table relations, ensuring reliability and performance.

Workflow

Another key component of our custom system is the workflow, effectively and efficiently moving control and responsibilities within the workflow as it is passed back and forth between the publicly facing Project Team and the Internal staff as the process proceeds through the application process towards approval for construction.

Externally Funded Workflow

Project Pre-Screening & Initiation → Application Submittal & Approval → Project Planning & Funding → Complete Design & Finalize Funding → Bid Job & Execute Project → Project Draws → Construction Complete

PROJECT TRACKING & SCHEDULE UPDATES

EXHIBIT A

Each workflow step along with the multiple decision that can be made at each step are all tracked within the data. The workflow steps themselves are also data driven providing flexibility in refining the number and order of steps that are utilized. An example of how this workflow data is captured is provided here. *EXHIBIT B*

```
[204] ApplicationAwaitingCouncilDecision (ProjectState)

• IJDC Administrative Assistant - EnterApplicationCouncilDecision
    o ApplicationCouncilApprove → [206]
        ▪ AddFundingPackage (launchFunding)
        ▪ AssignedProjectManagerID (projectManagerCombo)
        ▪ ApplicationCouncilMinutes (attachDocument)
        ▪ ApplicationFundingToolReport (attachDocument)
        ▪ ApplicationFundingCommitteeReport (attachDocument)
        ▪ FundingDecisionAccepted (previewLetter)
        ▪ InternalComments (textArea)
    o ApplicationCouncilReject → [209]
        ▪ FundingDecisionRejected (previewLetter)
        ▪ Justification (textArea)
        ▪ ApplicationCouncilMinutes (attachDocument)
        ▪ ApplicationFundingToolReport (attachDocument)
        ▪ ApplicationFundingCommitteeReport (attachDocument)
        ▪ InternalComments (textArea)
    o ApplicationCouncilTable → [208]
        ▪ FundingDecisionTabled (previewLetter)
        ▪ Justification (textArea)
        ▪ TabledApplicationRevisitDate (datePicker)
```
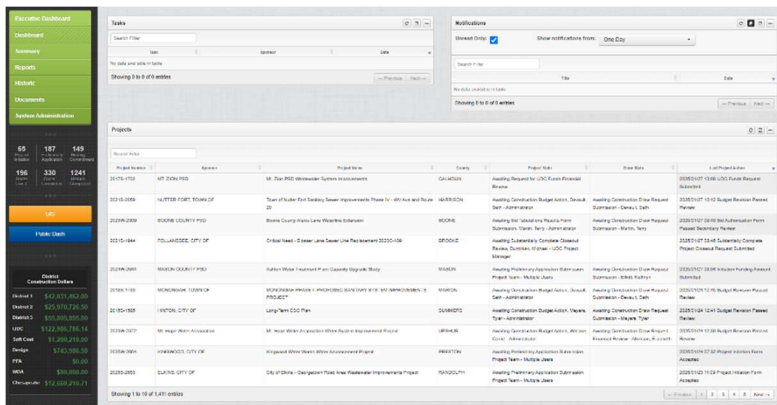
EXHIBIT B

Public IFAS Dashboard

Another component is our external dashboard, allowing for the submission of externally completed application forms, documents, and related information which is then reviewed and approved by internal employees. The handoff of workflow tasks between the public and internal systems is a complex technical process.

EXHIBIT C

Internal IFAS System

The final component affected as part of this work effort is the Internal IFAS site. Once the forms have been submitted externally from the public dashboard, they are passed to an internal server and made accessible for review via the workflow to internal staff members. Each form will pass through a review and approval process internally. Once that process is complete, the workflow will progress to the next state and the next proceeding form will become available on the public dashboard of the applicable certified user, at which time they will continue with the next workflow step.

EXHIBIT D

Work To Be Performed

The following items are defined changes that are required within this request for proposal.

Continuing Work Effort

Item 1: System Support and Maintenance.

The ability to contact developers assigned to our account to support internal staff with troubleshooting system issues relating to the current design and all future development efforts of the internal and external dashboards, database, source code, as well as support for any system changes that affect GIS functionality. We would require documentation of current design and any updates or changes that are performed to the current design.

New Significant Modification Effort

Item 2: Reporting Capabilities

Utilize the extensive amount of data currently being collected and develop custom reporting functionality. These reports will be of both a financial nature and that of a construction schedule nature. Specific groups of historic projects will need to be included into the database to ensure the project record is complete and the reporting functionality developed is accurate. This may include, but is not limited to, fiscal year end project expenditure reports, balances and expenditure by project, by custom selected jurisdictional criteria, by firm or sponsor, reports on construction schedule and submittal deadlines by project and other such criteria to be provided upon further evaluation and specification of Authority employees.

Item 3: Clocks and Notifications

Expand on current time constraint and submittal data being collected to provide support to IJDC staff, ensuring that project schedules are following the limits dictated by IJDC policies. Currently, this is being monitored and maintained manually in spreadsheets and the Authority desires that this process be integrated and automated in the current system. This may include, but is not limited to, prompts for submittals or reviews by both internal and external project team members, expiration of financing warnings and other such criteria to be provided upon further evaluation and specification of Authority employees.

Item 4: Visualization via the Executive Dashboard

Visualize items two and three into printable/shareable reports that can be provided in a systemic format. IFAS has a foundational concept of data visualization currently in production and would require this to be refined and expanded to report system data in detail. This may include, but is not limited to, financial data including spending by fiscal year, project schedule and submittal

data, and other definitive criteria upon further evaluation and specification of Authority employees.

Item 5: Further Assessment of Overall System Design

Evaluate overall system design in context of current work practices and policies, both currently in practice and ones yet to be identified and implemented. This may include, but is not limited to, workflow changes, database additions, new workflow paths in accordance with Council policies, new data to be collected and reported on, and other such extensive work tasks upon further evaluation and specification of Authority employees.

3.0 Required Technology Stack

We require that the software development team be highly proficient in the following programming languages that are currently incorporated in the solution.

Public Website (Linux)

HTML
PHP
Apache

Internal Website (Windows)

HTML5
ASP.NET MVC / MVVM using C#
JQuery
Knockout JS
Durandal
Bootstrap
OWIN

Backend (Windows)

SQL Server 2008 R2
II
Windows DataCenter Server 2019

4.0 Bid Schedule. See Sections 5.0 and 8.0 below for further information.

1. **The RFP will be issued on February 7ᵗʰ, 2025.**
2. **All questions must be submitted in writing by February 17ᵗʰ, 2025.**
3. **All questions responses will be posted to the Authority's website by February 21st, 2025.**
4. **All proposals submitted to the Authority by 2:00 pm on March 10ᵗʰ, 2025. Proposals received before that time will not be opened or reviewed until then.**

5.0 Response Guidelines

1. Each proposal shall be printed on standard letterhead 8.5" x 11" paper, single sided.
2. Shall contain the title "Software Development & System Maintenance Services RFP".
3. Shall identify the project team members and experiences.
4. Shall include at least three (3) references of projects of a similar nature, including their contact information.
5. Shall submit five (5) bound copies of the proposal for consideration and one (1) electronic copy. The bound copies must be either hand-delivered or sent by courier or postal services to the Authority's offices at 1009 Bullitt Street, Charleston, WV 25301, and must be received by the Authority prior to the 2:00 pm deadline. The address for the electronic copy, which must also be received by the Authority prior to the 2:00 deadline is Elizabeth Atkinson, eatkinson@wvwda.org
6. Shall include a completed Services Proposal Form (attached).
7. The bound copies shall be enclosed in a sealed envelope, with the identification of the RFP No. (shown on the cover sheet). It is the proponent's responsibility to ensure delivery to the address indicated before the closing date and time. Any and all proposals received after the closing date and time will not be considered.

6.0 Proponent Credentials, Proposal, and Costs. In addition to the requirements set forth in Section 5.0 and elsewhere in this RFP:

1. Shall submit a descriptive summary of how each new work specification would be implemented within the current system structure.
2. Shall submit a description of how existing system support and maintenance will be provided. This should include communication methods, response times for noted issues, etc.
3. Shall submit a list of the team members, their project responsibilities and their credentials. All staff bios must demonstrate a minimum of two years experience working with a similar technology stack and have a minimum of three verifiable references.

4. Shall submit a description of cost details, broken out by each work item defined in this RFP, as well as a support cost based the response given to Section 6.0 Proponent Credentials, Item 2.
5. Shall submit a list of projects completed of a similar nature and value.
6. Shall inform the Authority of any pending lawsuits or claims.
7. Copies of current State and City (if required) Business Licenses shall be provided with the proposal.

7.0 Proponent's Agreements. The following shall be included in the agreement with the successful proposer (sometimes referred to herein as the "Contractor".) :

1. Contractor must be available for communication and consultation between the hours of 8:00AM to 4:00PM EST.
2. Contractor agrees to permit Water Development Authority to inspect any and all source code artifacts documentation, scripts, tests, and the like, at any point during the project. At a minimum, Contractor will provide the Authority with a zip archive file containing all artifacts upon the Authority's request at any time.
3. Contractor acknowledges and accepts that deliverables and artifacts, including but not limited to source code, documentation, scripts, tests, and the like, are developed as "works for hire" and are the property of Water Development Authority from the moment they are created.
4. At the termination or expiration of this contract resulting from this RFP, Contractor will transfer possession of all deliverables and artifacts developed under such contract to Water Development Authority and will destroy all copies in the Contractor's possession.
5. To complete all work in a timely manner.
6. Employees of the Contractor shall conduct themselves in a businesslike and professional manner at all times.
7. The Contractor shall be responsible for all supervision required to satisfactorily perform the requirements of the contract and shall not engage or use services or sub-contractors without prior written approval from the WDA.
8. To communicate all work activities to the WDA designee.
9. Shall provide all labor, tools, equipment, supplies and services necessary to perform the project scope.
10. Shall comply with all safety instructions regarding operation of equipment, and to supply and wear protective equipment where and when necessary.
11. To maintain all information as confidential, and not to release any information to any third party. Any and all such information request shall be directed to the WDA who will respond accordingly.
12. Comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

13. Comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).
14. The Contractor shall be required to abide by all Federal, State, and/or local regulations with regard to equal employment opportunity.
15. The Contractor shall be required to abide by all applicable regulations established by the Department of Labor, with regard to payment of employees, work hours, and all other pertinent regulations governing employees.
16. Although the Authority personnel will cooperate with the Contractor in implementing the desired software improvements and in maintaining the system, the parties acknowledge and agree that the Authority is relying on the expertise of the Contractor, which shall be solely responsible for the efficient, effective, and accurate operation of the system improved and maintained by it.
17. The Contractor shall indemnify and hold harmless the WDA, its employees and agents for and against any and all liabilities, claims, demands, costs and expenses of every kind and nature, including attorney's fees, arising from injury, death or damage of any person, property or business sustained for any reason resulting or arising from the performance of this contract or the operation of the system improved and maintained by the Contractor.

8.0 Communications During RFP Period
1. Address all communications to the West Virginia Water Development Authority designee(s) identified as:
    8.1.1.   All questions shall be in writing and/or email and are subject to review before responses are issued.
    8.1.2.   Any and all questions shall be received and addressed a minimum of 48 hours in advance of the closing date and time.
    8.1.3.   All communications may be subject to posting to all proponents.
    8.1.4.   The proponent has the right and responsibility at all times to notify the WDA by email or writing of any ambiguity, divergence, error, omission, oversight or contradiction contained within the RFP as it is discovered, or to request an instruction, decision or direction which may be required to prepare its proposal.
    8.1.5.   Verbal responses to any inquiry should be communicated with the WDA designee(s):
    ➢ Elizabeth Atkinson (304) 414-6500 (ext. 109)
2. Any and all addendum, if necessary, will be issued in writing to the proponents and made available on the website on which the RFP was originally posted.

9.0 Conditions

1. Neither the WDA nor the agency's designee(s) identified assumes any responsibility or liability to the proponents for its involvement in the RFP process or the proponent's submission, including but not limited to reimbursement for expenses incurred.

2. There is no legal obligation of the WDA or its agent(s) of any resulting or submitted proposal.

3. Notwithstanding any custom, usage or agreement in the industry or trade or any other policy or practice to the contrary, WDA issuance of the RFP and the Proponents submission of a proposal in response does not act to create a contract between the proponent and the WDA.

4. No proponent shall have any claim for any inconveniences or expense of any kind, or damages of any kind whatsoever from the WDA or its designee(s) as a result of participating in this RFP and by submitting a proposal each proponent shall be deemed to have agreed it has no such claim.

10.0   Confidentiality

1. RFP documents, including any attachments and appendices, may not be used for any purpose other than the submission of a proposal. By submitting a proposal, the proponent agrees to public disclosure of its contents, subject to the provision of the West Virginia Freedom of Information Act.

11.0   Conflict of Interest

1. The proposal must include a discussion of the Proponent's perception of "conflict of interest". This must include the Proponent's anticipation of any current or future projects which may contravene conflict or contradict this RFP proposal and work objectives having an impact on the proponent's ability to deliver the services requested and responded to, within the proponent's proposal submission.

2. No member, officer or employee of WDA, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract that may be issued as a result of this contract.

12.0   Disqualification

1. Proponents may be disqualified and not receive any further consideration where:

   12.1.1.   It is found, at WDA sole discretion, the proponent's proposal contains substantially incomplete, false or misleading information or a conflict of interest.

   12.1.2.   A proponent has failed to meet or has not submitted a proposal in accordance with the RFP instruction and procedural requirements.

   12.1.3.   The proponent fails to cooperate in any attempt by the WDA to verify any information provided by the proponent.

12.1.4. The proponent has tried to communicate or influence any of the WDA staff or affiliates to enhance or quantify or qualify the proponent's proposal.

12.1.5. The proponent does not submit the proposal on time as noted.

2. The WDA reserved the right to reject any or all proposals and to waive any informality in the proposals or RFP process. Withdrawal of proposals prior to and subsequent to the proposal opening deadline shall be permitted.

13.0   Proposal Rejection

13.1.1. The WDA reserves the right to accept or reject any and all proponent submissions or cancel or withdraw the RFP process at anytime or for any reason, and may, in its sole and absolute discretion, waive any non-conformance or non-compliance with the requirements specified in this RFP.

14.0   Proposal Alteration

14.1.1. Proposals submitted must be final and may not be altered by any subsequent offerings, discussions or commitments unless the proponent is expressly requested in writing to do so by the WDA.

15.0   Liability for Errors

15.1.1. The WDA, its officers, directors, staff, agents or affiliates shall not be held liable or accountable for any error or omission in any part of this RFP or the proponent's response, or failure to respond.

16.0   Opening of the RFP Responses

16.1.1. Upon release of this RFP, all communications between prospective vendors and this agency concerning this RFP must be directed to the Contact. Communication about this RFP between prospective Vendors and agency staff other than the Contact may result in disqualification of such Vendors. Oral communication between the agencies and prospective Vendors is discouraged and is unofficial and non-binding. Proponents may rely only on written information issued by the Authority. West Virginia Water Development Authority (the Authority or WDA) will receive sealed proposals until 2:00 p.m. on Monday March 10th, 2025 at their office located at 1009 Bullitt Street, Charleston, West Virginia 25301, at which time and place all proposals will be publicly opened. Proposals may be delivered to the Authority office or mailed as described in Section 5.0. In the event that offices are not able to be opened due to a health crisis, the Authority will coordinate with contractors for a virtual proposal opening.

17.0   Selection Process

17.1.1. The proposals will be evaluated on schedule, firm, team, and methodology. The Authority is not required to select the proposal with the lowest cost. The WDA reserves the right to reject proposals for not

complying with the terms of the RFP. The WDA reserves the right not to select any proposals. See evaluation criteria below.

18.0   Agreement and Award

18.1.1. Following the evaluation process, a preferred proponent will be notified and shall be required to meet with the WDA regarding the details of the project.

18.1.2. Should, in opinion of the WDA, negotiations fail to result in the execution of an agreement in a timely manner with the preferred proponent, the WDA reserves the right to negotiate with other proponents who submitted proposals in response to the RFP.

19.0   West Virginia Water Development Authority (WDA) Contact Information

1. All enquiries and submissions must be directed to:

Elizabeth Atkinson
West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301
Phone: (304) 414-6500, Ext. 109
Email: eatkinson@wvwda.org

EVALUATION CRITERIA

All proposals will <u>first</u> be evaluated on their compliance to all sections of this Request for Proposal. Compliant proposals will be further evaluated based on experience and references.

20.0   Schedule A – Proposal Form
21.0   Exhibits A-D

West Virginia Water Development Authority

Software Development Services & System Maintenance Proposal Form

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

LEGAL COMPANY NAME	
ADDRESS	
PHONE	
E-MAIL	
FAX	
NAME OF PERSON SIGNING FOR COMPANY	
POSITION OF PERSON SIGNING FOR COMPANY	

I/We, the undersigned, having examined the attached Request for Proposal for Software Development Services & System Maintenance, and having read, understood, and accepted the conditions outlined in the Request for Proposal, each and all of which form a part of this proposal, hereby offer to supply Software Development Services & System Maintenance in strict accordance with the conditions hereto attached and as outlined in this proposal.

_____   _____

AUTHORIZED SIGNATURE   DATE