



State of West Virginia  
Agency Master Agreement

Order Date: 2025-08-01

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

Order Number:	AMA 0945 0945 BOM2600000001 1	Procurement Folder:	1756231
Document Name:	Albertson Emergency Contract	Reason for Modification:	
Document Description:	DATABASE MAINTENANCE AND ENCHANCEMENTS OPEN END		
Procurement Type:	Agency Emergency Purchase		
Buyer Name:	Evelyn R Bush		
Telephone:	(304) 558-2921		
Email:	evelyn.r.bush@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2025-07-10
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-07-09

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000187728	Requestor Name:	Evelyn R Bush
ALBERTSON CONSULTING INC		Requestor Phone:	(304) 558-2921
21 MAIN ST STE 100		Requestor Email:	evelyn.r.bush@wv.gov
MINTO	ND	58701	
US			
Vendor Contact Phone:	701-839-7523	Extension:	114
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BOARD OF MEDICINE	BOARD OF MEDICINE
101 DEE DRIVE	101 DEE DRIVE
CHARLESTON WV 25311	CHARLESTON WV 25311
US	US

Total Order Amount:	Open End
---------------------	----------

DEPARTMENT AUTHORIZED SIGNATURE  
SIGNED BY : Evelyn R Bush  
DATE: 2025-08-01  
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112220				\$0.00
Service From		Service To		Service Contract Amount	
2025-07-10		2027-07-09		0.00	

Commodity Line Description: MAINTENANCE, LEGISLATIVE & OTHER ENCHANCEMENTS

Extended Description:

	Document Phase	Document Description	Page 3
BOM2600000001	Final	DATABASE MAINTENANCE AND ENCHANCEMENTS OPEN END	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**GENERAL TERMS AND CONDITIONS:  
(Agency Delegated Procurements Only)**

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

**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:** This Contract becomes effective on 07/10/2025 and the initial contract term extends until 07/09/2027.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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 N/A 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.

☐ **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 and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **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 State Agency (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

**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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **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 on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$1 million \_\_\_\_\_ per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

☐

☐

☐

☐

**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. 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.

**11. 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.

**12. 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.

**13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or 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.)

**15. 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.

**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. 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.

**18. CANCELLATION:** The State 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 Agency 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.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. 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.

**20A. 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.

**21. 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. 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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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 and any other government agency or office that may be required to approve such assignments.

**27. 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.

**28. 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.

**29. 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](http://www.state.wv.us/admin/purchase/privacy).

**30. 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.

1

**31. 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. 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.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.

**33. 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.

**34. 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.



**35. 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.

**36. 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, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**37. 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.

**38. 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](mailto:purchasing.division@wv.gov).

**39. 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.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. 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

d. 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.

**41. 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.

**42. 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.

**43. 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.

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 30-42-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

**2. BONDS:** The following bonds must be submitted if the Contract exceeds \$25,000:

☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

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

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

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.



**4. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**6. DAVIS-BACON AND RELATED ACT WAGE RATES:**

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

☐ The work performed under this contract is not subject to Davis-Bacon wage rates.

**ADDITIONAL TERMS AND CONDITIONS**  
**(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.


**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**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.

Daniel Albertson  
(Printed Name and Title)  
21 Main St. S BScite 100 Minot, ND 58701  
(Address)  
701-839-7523  
(Phone Number) / (Fax Number)  
dan@bigpicture.com  
(E-mail address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that 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.

Big Picture Software / Big Albertson Consulting  
(Company)  
  
(Signature of Authorized Representative)

Daniel Albertson  
(Printed Name and Title of Authorized Representative)

8/1/25  
(Date)

701-839-7523  
(Phone Number) (Fax Number)



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF TECHNOLOGY

Eric L. Householder  
Cabinet Secretary

State Capitol  
Charleston, West Virginia 25305

Heather D. Abbott  
Chief Information Officer

**TO:** Evelyn Bush, Fiscal Officer  
Board of Medicine, Fiscal Office

**FROM:** Heather D. Abbott, Chief Information Officer  
Office of Technology *Heather D. Abbott*

**SUBJECT:** INFORMATION TECHNOLOGY PROCUREMENT  
WVOT Number 2025-2718

**DATE:** July 14, 2025

West Virginia Code §5A-6-4(a) permits the Chief Information Officer to review and approve technology purchases for suitability to ensure such purchases comport with the State of West Virginia's overall strategic information technology goals.

West Virginia Code §5A-6-4c requires the Chief Information Officer to review and approve "technology projects."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Information Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

A review has been conducted of your request to renew CMA 22\*1 BOM22\*01 with Albertson Consulting, Inc, the Office of Technology has determined:

X Your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request.

If you have questions, or need additional information, please contact Consulting Services at [Consulting.Services@wv.gov](mailto:Consulting.Services@wv.gov).

**Pricing Page**

Item	Task description	Notes/Questions/Completion Date	Estimated hours	Amount
1	One-time yearly maintenance fee for the storage and maintenance of the WV Board of Medicine existing database			\$30,000.00
2	Enhancements and modifications that may be needed to maintain the database			\$19,999.00
3	Project Management, Quality Assurance, Testing, Training and Deployment		25	\$185.00 per hour
4	Modifications to each year's renewal application(s) and renewal application resource(s) to ensure that they reflect any language changes/updates made by Board of Medicine staff. An example includes date changes to accurately reflect the renewal period.		10	\$185.00 per hour
5	Database Backup Procedure at the end of the renewal period on June 30 of each year.	The database backup will need to occur after hours on June 30 each year.	10	\$185.00 per hour
6	Modification to the Board of Medicine Certificate templates as needed.		5	\$185.00 per hour
7	Projects or immediate needs that are required Due to Legislation Passed each year.		200	\$185.00 per hour
7a	Implementation of an online Interstate Telehealth Registration Application for MDs, DPMs and PAs. This new registration is a result of legislation passed in 2021. The Board is currently utilizing a paper Interstate Telehealth Registration Application, but would like for this application to be available for completion as an online application. Following an applicant's completion of the online application, the application will need to pend in the administration database for staff review and approval or denial. Once the application is approved, a registrant record will need to be created in the appropriate section of the live database (MD record, DPM record or PA record). The database will need to have the capability of generating registration numbers (like the database currently does for Initial MDs, DPMs, and PAs licenses). Additionally, following approval in the administration database, the application answers will need to import into the live database and a registrant application resource, which displays the application questions and the applicants answers thereto (similar to the renewal application resource for MDs), will need to be generated and saved within the registrants resources folder. Big Picture will also need to create a registration card (similar to the MD renewal wallet card) so that after an applicant is granted an initial registration they can access the Board of Medicine website and print their registration card. The public will need to be able to utilize the "Look Up a Doctor or PA" search feature on the Board's website to access the registrants profile (search details) page. To provide an example of the information that will need to be included on the Interstate Telehealth Registration Application, a copy of the current paper application is being provided with this request. Please note that since this is a new online application type, Board of Medicine staff look forward to working closely with Big Picture with regard to this project and will provide further details and answer any questions as they arise.			\$185.00 per hour
7b	Implementation of an online Interstate Telehealth Registration Renewal Application for MDs, DPMs and PAs. This is a new renewal application type and the content/details of the application have not yet been developed. Following a registrant's completion of the online renewal application, the application will need to pend in the live database for review and approval or denial. Once the renewal application is approved, the licensee record will need to be updated to reflect the changes made by the registrant on the renewal application and a registrant renewal application resource, which displays the application questions and the applicants answers thereto (similar to the renewal application resource for MDs), will need to be generated and saved within the registrants resources folder. Big Picture will also need to create a registration renewal card (similar to the MD renewal wallet card) so that after an applicant successfully renews their registration they can access the Board of Medicine website and print their renewed registration card.			\$185.00 per hour

7c	<p>Implementation of an online Practice Notification Form for use by physician assistants. This new form is a result of legislation passed in 2021, which provides that beginning on July 8, 2021 PAs will practice pursuant to a practice notification and will no longer need to file a practice agreement with the Board of Medicine. All current practice agreements will remain valid through June 01, 2022, unless terminated by the PA prior to that date. Practice Notifications are not linked to physicians. The Board is currently utilizing a paper Practice Notification Form, but would like for this form to be available for completion online. Following an applicant's completion of the online form, the form will need to be sent for staff review and approval or denial. Once the form is approved, the information will need to be populated/updated in the database. Additionally, following approval a practice notification form resource, which displays the form questions and the PAs answers thereto (similar to the renewal application resource for MDs), will need to be generated and saved within the PAs resources folder. The public will need to be able to utilize the "Look Up a Doctor or PA" search feature on the Board's website to access the PAs profile (search details) page and determine if the PA is currently authorized to practice and all of their practice locations will need to be displayed on the website. Database modifications will need to be made to the PA portion of the database to ensure that work locations where the PA has a Practice Notification accurately reflects such. Board staff like the idea of having a Practice Notification Tab created within the Physician Assistant Record portion of the database. Each of the active practice notifications will need to be displayed on the website, will need to be searchable and Board staff will need to be able to generate a report which lists all of the physician assistants practice locations. Also, Board staff would like a text box created within the licensure tab from PAs titled "Licensure Type B Noted" and any information entered into this box should display on the website (this feature currently exists in the MD database, under the licensure tab the box is titled License Type 4 Notes and any information here is displayed on the licensees search detailed that are available on the website. Please note that since this is a new online application type not all of the details can be provided at this time. Board of Medicine staff look forward to working closely with Big Picture with regard to this project and will provide further details and answer any questions as they arise.</p>				\$185.00 per hour
8	<p>Modifications to the Board of Medicine website. The items below are in addition to the modifications to the "Look Up a Doctor or PA" search feature page that are needed as a result of the 2021 legislative session, which are mentioned above.</p>				\$185.00 per hour
8a	<p>"Look Up a Doctor or PA" search feature page - modification to the "Look Up a Doctor or PA" search feature page to modify/add language below the search feature box. While the Board does not yet have the exact language drafted, we anticipate that it will be a few sentences in length.</p>			10	\$185.00 per hour
8b	<p>Licensee Profile Page (Search Details Page) - Currently, utilizing the "Look Up a Doctor or PA" search feature that is available on the Board's website, individuals are able to access a practitioner's profile page. I believe that Big Picture refers to this page as the "Search: Details" page. The MD and DPM profiles display public information, which includes the provider's name, title, specialty, location, license history, education history, etc. On this page, there is a section titled "Certified" and below "Certified" is a link titled "Verify Specialty Certification". This link connects to the American Board of Medical Specialties (ABMS) website where ABMS member board certification can be verified. The Board would like to remove the "Certified" title and the "Verify Specialty Certification" link that is displayed on the licensee profile page.</p>			5	\$185.00 per hour
8c	<p>Licensee Profile Page (Search Details Page) - Currently, utilizing the "Look Up a Doctor or PA" search feature that is available on the Board's website, individuals are able to access a practitioner's profile page. The MD and DPM profiles display the title "Specialty" and below the title the licensee's primary specialty, and secondary specialty if applicable, is displayed. The Board would like to distinguish between primary and secondary specialty on the website. For example, there is currently a License History Section, and Education History Section, etc. on the profile page. Perhaps, we could have a Specialty Section, and below that section header it could display the Primary Specialty and Secondary Specialty and include a disclaimer. While the exact language of the disclaimer has not yet been drafted, it is anticipated to be very short in length and would alter the public that specialty information is self-reported by the licensee.</p>			5	\$185.00 per hour



8d	Licensee Profile Page (Search Details Page) - Currently, utilizing the "Look Up a Doctor or PA" search feature that is available on the Board's website, individuals are able to access a practitioner's profile page. The profile currently includes a License History Section, with the following subheadings in that section: License Type, License Number, Status, License Date, Expiration Date. With this section, the Board is needing the work "License" changed to "Credential" within this section.		2	\$185.00 per hour
8e	Licensee Profile Page (Search Details Page) - Currently, utilizing the "Look Up a Doctor or PA" search feature that is available on the Board's website, individuals are able to access a practitioner's profile page. If you access the profile for a physician assistant there is a section title "Current Authorizations to Practice" where collaborative practice information is displayed. On June 1, 2022, the Current Authorizations to Practice Section will no longer need to be displayed on the licensee profile.		2	\$185.00 per hour
8f	Licensee Profile Page (Search Details Page) - Currently, utilizing the "Look Up a Doctor or PA" search feature that is available on the Board's website, individuals are able to access a practitioner's profile page. If you access the profile for a medical doctor there is a section title "Physician Assistant(s) Collaboration" where collaborative practice information is displayed. As of June 1, 2022, the Physician Assistant(s) Collaboration Section no longer needs to be displayed on the licensee profile.		2	\$185.00 per hour
8g	Licensee Profile Page (Search Details Page) - Currently, utilizing the "Look Up a Doctor or PA" search feature that is available on the Board's website, individuals are able to access a practitioner's profile page. For physician assistants, below the "Current Authorizations to Practice" Section, the Board needs a new section added titled "Current Practice Notifications". All active practice notifications that are entered into the database will need to be displayed within this section of the website.		10	\$185.00 per hour
8h	Licensee Profile Page (Search Details Page) - Currently, utilizing the "Look Up a Doctor or PA" search feature that is available on the Board's website, individuals are able to access a practitioner's profile page. If a licensee has malpractice history displayed on the website, the following language is displayed above the malpractice information on file for the licensee: "Settlements in malpractice claims occur for a number of reasons, and are often made without any admission, inference or finding of fault on the part of the practitioner. Some medical specialties have a higher rate of malpractice claims because of higher risks associated with certain specialty practices. The malpractice information reported below should not be construed as creating a presumption that medical malpractice has occurred." Board staff will need modifications made to the language associated with the malpractice section of the website, to advise that malpractice is not collected for all credential types. At this time, the exact language has not yet been drafted and is therefore not available.	Per telephone conversation on June 7, 2021, Brian indicated that he will be able to hide the Malpractice Section that is displayed on the website for certain cohorts of licensees/registrants. This needs to be completed when the interstate telehealth registration fields are created in the database	2	\$185.00 per hour
8i	The Board would like to add a Help Link/Feature to the website. The exact language/content for this feature has not yet been developed.		2	\$185.00 per hour
8j	The Board would like to add a site map to the website.		4	\$185.00 per hour
8k	The Board may need to modify some of the language throughout the website and would need Big Picture to make the changes to the section of the website that Board of Medicine staff are not able to modify. The exact modifications have not yet been determined.		2	\$185.00 per hour
9	Generation of license/registration numbers - The Board has several license/registration fields that were created by Board staff and that do not automatically prepopulate with the next available license/registration number. The Board would like for Big Picture to modify the fields to automatically generate the next available license/registration number, like several fields already in the database operate (such as the PMD number field). An example of the fields that would need to automatically generate the next number are: Educational Permits, Reciprocal Education Permits, State of Emergency Registrations and License Type 4.		5	\$185.00 per hour

Mark A. Spangler, Executive Director  
West Virginia Board of Medicine

Daniel Albertson, Chief Executive Officer  
Albertson Consulting, Inc.





WEST VIRGINIA PURCHASING DIVISION

**APPROVED**

BY: FW DATE: 7/10/25

## Emergency Purchase Request Form for Central Purchases

*(Purchases Exceeding Agency's Delegated Spending Threshold)*

---

**Statutory Authority:** Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

**Follow-up Award Requirements:** Effective July 1, 2024, agencies have delegated authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to [Purchasing.Division@wv.gov](mailto:Purchasing.Division@wv.gov) no later than 30 days of issuance.

**Description of the emergency circumstance(s) that led to this emergency purchase request:**  
*(What is the emergency situation? Provide detailed information.)*

See attached document

**Proposed remedy:**

*(What is the item or service that needs to be purchased to remedy the emergency situation in the short term?)*

See attached document

**Estimated cost:**

*(How much will the items or service cost to rectify the situation? Include total cost.)*

See attached document

**Proposed duration/quantity:**

*(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)*

See attached document

## **Emergency Purchase Request Form for Central Purchases Additional Information**

### **Description of the emergency circumstance(s) that led to this emergency purchase request:**

While the solicitation process is ongoing for our new database, we are in need of a continuing contract with our existing database vendor, as the current CMA will expire on 7/10/25. While we have been working on the specs for the RFP for approximately 8 months, Legislative Session and the Renewal Period for Medical Doctors caused this progress to lose traction and ultimately fell off the radar. This database houses all of our licensees' data, including license expiration dates, all contact history, and contact information should we need to reach a licensee concerning any matter related to their license or practice of medicine in the State of West Virginia. Without it, the Board of Medicine is not able to maintain normal operation. Our database is connected to our website's MD Search feature, so without it, members of the public will be unable to research potential providers, including their education, past complaints, and malpractices. The Board of Medicine would also not be able to access this information without the database, preventing us from addressing negligent or harmful doctors in a timely manner. Furthermore, we would be unable to verify that a person practicing medicine in West Virginia is a licensed physician or physician assistant and that this individual has the necessary qualifications and education to practice medicine, opening the door for an unlicensed individual to perform medical care in the state.

### **Proposed Remedy:**

We require an emergency contract to extend the use of Albertson/Big Picture's database for our daily use and operation. This database is already in use and has been built to the necessary specifications for the Board, and our staff is already trained in using this database.

### **Estimated cost:**

We expect the total cost for the duration of the emergency contract to be \$100,000.00.

### **Proposed duration/quantity:**

We are in the process of bidding out a long-term solution, but a new database will take upwards of a year to build. As a result, we anticipate the need for this emergency contract to be approximately 1-2 years.

To: All State Agencies Under Purchasing Division  
From: Samantha Willis, Director & General Counsel  
WV Purchasing *SW*  
Date: January 23, 2025  
Re: \$100,000 Spending Requests

**MEMORANDUM**

Pursuant to Executive Order 4-25, signed into effect by Governor Morrisey on January 14th, 2025, all expenditures over \$100,000 must be reviewed by the Governor's Office in advance. Any solicitations, purchase orders, or other contracts currently in the possession of the Purchasing Division, which are estimated to cost over \$100,000 are being placed on hold for review. Our Division is providing documentation of those to the Governor's Office for review.

Any new requisitions valued over \$100,000 that are received by the Purchasing Division, must have a copy of this memorandum and accompanying signatures to process as usual. If there is no evidence of Governor's Office review or approval, your requisition will be returned to seek that approval.

Thank you all for your hard work, and please feel free to reach out with any questions on our end; if you have questions about the procedure for seeking the necessary approvals internally, I would recommend reaching out to your Cabinet Secretaries and/or your Department's Governor's Office liaison.

The Accompanying Request has been reviewed and approved by the following:

*Madeleine Spahn*  
\_\_\_\_\_  
Agency Head

*June 24, 2025*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Cabinet Secretary/Department Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor's Office Representative

\_\_\_\_\_  
Date