



State of West Virginia  
**Agency Purchase Order**

Order Date: 07-25-2025

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:	APO 0506 2975 MIS2600000001 1	Change Order No:	0	Procurement Folder:	1745585
Document Name:	Emergency Purchase			Reason for Modification:	
Document Description:	Tableau Products				
Procurement Type:	Agency Purchase Order				
Buyer Name:	Heather M White				
Telephone:	304-352-3923				
Email:	heather.m.white@wv.gov				
Shipping Method:	Best Way			Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid			Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000195808 CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100  RESTON VA 20190 US Vendor Contact Phone: 703-673-3652 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>30</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	30	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Stephanie F Pettry Requestor Phone: (304) 356-4011 Requestor Email: stephanie.f.pettry@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	30																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE  ONE DAVIS SQUARE, RM 211  CHARLESTON WV 25301  US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES MANAGEMENT INFORMATION SERVICE  321 CAPITOL ST, STE 200  CHARLESTON WV 25301  US

Total Order Amount: \$499,289.36

DEPARTMENT AUTHORIZED SIGNATURE  
SIGNED BY: Melissa S Spitzer  
DATE: 2025-07-25  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Vendor agrees to provide software subscription licenses for twelve months from the effective date of the contract; and per all agency master terms and conditions; and per vendor's submitted quote dated 7/16/2025.

(1) of 200001798-1195-1 Tableau - 8 Core Base (Server)  
(1) of 200001800-1195-1 Tableau - Embedded Analytics - 8 Core Base  
(71) of 200001773-1195-1 Tableau - Creator (Server)  
(71) of 200001553-1195-1 Tableau - Training - eLearning (Creator) (12 Month Access)  
(1) of 200003620-1195 Tableau - Premier Success Plan 30% of Net Price Default On-Premises

Total: \$499,289.36

Federal Funds: This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR 200. Pursuant to 2 CFR 200.317 the provisions of 2 CFR 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43230000	1.00000	EA	182400.000000	182400.00
Service From	Service To	Manufacturer		Model No	
2025-08-13	2026-08-12				

**Commodity Line Description:** 200001798-1195-1 Tableau - 8 Core Base (Server)

**Extended Description:**

200001798-1195-1 Tableau - 8 Core Base (Server)

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43230000	1.00000	EA	136800.000000	136800.00
Service From	Service To	Manufacturer		Model No	
2025-08-13	2026-08-12				

**Commodity Line Description:** 200001800-1195-1 Tableau Embedded Analytics 8 Core Base OnPr

**Extended Description:**

200001800-1195-1 Tableau - Embedded Analytics - 8 Core Base (Server) On Premises

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	43230000	71.00000	EA	855.000000	60705.00
Service From	Service To	Manufacturer		Model No	
2025-08-13	2026-08-12				

**Commodity Line Description:** 200001773-1195-1 Tableau - Creator (Server) On Premises

**Extended Description:**

200001773-1195-1 Tableau - Creator (Server) On Premises

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	43230000	71.00000	EA	115.200000	8179.20
Service From	Service To	Manufacturer		Model No	
2025-08-13	2026-08-12				

**Commodity Line Description:** 200001553-1195-1 Tableau Training eLearning (Creator) 12MO

**Extended Description:**

200001553-1195-1 Tableau - Training - eLearning (Creator) (12 Month Access)

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
5	43230000	1.00000	EA	111205.160000	111205.16
Service From	Service To	Manufacturer		Model No	
2025-08-13	2026-08-12				

**Commodity Line Description:** 200003620-1195 Tableau Premier Success Plan 30% of Net OnPre

**Extended Description:**  
200003620-1195 Tableau - Premier Success Plan 30% of Net Price - On-Premises

# GOVERNMENT - PRICE QUOTATION

## CARASOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARASOFT.COM | SALES@CARASOFT.COM



**TO:** Brandon Lewis  
Director, Office of Enterprise Systems  
West Virginia Departments of Health, Human Services and Health  
Facilities  
350 Capitol Street, Room 251  
Bureau for Medical Services  
Charleston, WV 25301

**FROM:** Sheila Camden  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

**EMAIL:** Brandon.S.Lewis@wv.gov

**EMAIL:** Sheila.Camden@carahsoft.com

**PHONE:** (304) 549-9414

**PHONE:** (703) 230-7522

**TERMS:** OMNIA Software Solutions and Services contract: R240303  
Term: January 1, 2025 - December 31, 2027  
FTIN:52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Sales Tax May Apply

<b>QUOTE NO:</b>	57957309
<b>QUOTE DATE:</b>	07/16/2025
<b>QUOTE EXPIRES:</b>	07/31/2025
<b>RFQ NO:</b>	
<b>SHIPPING:</b>	ESD
<b>TOTAL PRICE:</b>	\$499,289.36
<b>TOTAL QUOTE:</b>	\$499,289.36

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
1	200001798-1195-1	Tableau - 8 Core Base (Server) Default On-Premises - West Virginia Department of Health and Human Salesforce.com, Inc. - 200001798 Start Date: 08/13/2025 End Date: 08/12/2026	\$192,000.00	\$182,400.00 COOP	1	\$182,400.00
2	200001800-1195-1	Tableau - Embedded Analytics - 8 Core Base (Server) On Premises - *West Virginia Department of Health and Human Salesforce.com, Inc. - 200001800 Start Date: 08/13/2025 End Date: 08/12/2026	\$144,000.00	\$136,800.00 COOP	1	\$136,800.00
3	200001773-1195-1	Tableau - Creator (Server) Default On-Premises - West Virginia Department of Health and Human Resources 01 / 1Creator on On Premises - *West Virginia Department of Health and Human Resources 01 Salesforce.com, Inc. - 200001773 Start Date: 08/13/2025 End Date: 08/12/2026	\$900.00	\$855.00 COOP	71	\$60,705.00
4	200001553-1195-1	Tableau - Training - eLearning (Creator) (12 Month Access) *West Virginia Department of Health and Human Resources 05 Salesforce.com, Inc. - 200001553 Start Date: 08/13/2025 End Date: 08/12/2026	\$120.00	\$115.20 COOP	71	\$8,179.20
5	200003620-1195	Tableau - Premier Success Plan 30% of Net Price Default On-Premises - West Virginia Department of Health and Human Salesforce.com, Inc. - 200003620 Start Date: 08/13/2025 End Date: 08/12/2026	\$0.30	\$111,205.16 COOP	1	\$111,205.16
<b>SUBTOTAL:</b>						\$499,289.36

CONFIDENTIAL

PAGE 1 OF 2

QUOTE DATE: 07/16/2025

QUOTE NO: 57957309

# GOVERNMENT - PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TOTAL PRICE:	\$499,289.36
TOTAL QUOTE:	\$499,289.36

Current Maintenance Expiration: August 12, 2025

**\*\*The Customer's Services are Server Subscription based and are not applicable to Tableau Cloud or any Cloud products. \*\***

### Tableau - eLearning Products

Tableau eLearning subscriptions cannot be renewed, by auto-renewal or otherwise.

### Tableau Services

Tableau Software and/or Tableau Cloud Services are subject to the Order Form Supplement for Tableau Products available at [www.tableau.com/ofs](http://www.tableau.com/ofs) which is hereby made part of this Order Form.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

For renewals: Any requested changes to this quote must be communicated 30 days before renewal start date to ensure timely processing and avoid delays in your renewal. Requests after this deadline may not be accommodated

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <http://www.carah.io/SalesforceTOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the SFDC Terms of Use, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: [https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)

*Nikki Buttram*  
Nikki Buttram, Team Lead

**STATE OF WEST VIRGINIA  
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): West Virginia Departments of Health, Human Services and Health Facilities

Vendor: Carahsoft Technology Corp.

Contract/Lease Number ("Contract"): *APD MIS264*

Commodity/Service: Tableau Subscriptions

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – 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.

Any language imposing any interest or charges due to late payment is deleted.

3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. 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.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.

5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. 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.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.

6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that is has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: Office of Shared Administration

Vendor: Carahsoft Technology Corp.

By: Malena Harding

By: Moiz Gauher

Printed Name: Malena Harding

Printed Name: Moiz Gauher

Title: ASM2

Title: Sales Operations

Date: 7/21/2025

Date: 7/21/2025

Agreed

Heather White

**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 \_\_\_\_\_ and the initial contract term extends until \_\_\_\_\_.

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

**7. REQUIRED DOCUMENTS:** All of the items checked 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:  
\$1,000,000.00 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.

☐

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**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.

**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 heath, 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.

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number) / (Fax Number)

\_\_\_\_\_  
(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.

Carahsoft Technology Corp.

\_\_\_\_\_  
(Company)

*Moiz Gauher*

\_\_\_\_\_  
(Signature of Authorized Representative)

Moiz Gauher Sales Operations

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

7/17/2025

\_\_\_\_\_  
(Date)

703-871-8500

703-871-8505

\_\_\_\_\_  
(Phone Number) (Fax Number)

Revised 8/24/2023

## **FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

**Purpose:** This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**Instructions:** Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

**Changes to Specifications:** Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**County Level:** In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

**Award:** If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

**State Government Use Caution:** State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

**County/Local Government Use Caution:** County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.



## **FEDERAL FUNDS ADDENDUM**

### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

#### **1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)**

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.
- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

#### **2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)**

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

- c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

- (a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**6. DAVIS-BACON WAGE RATES:**

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

**7. ANTI-KICKBACK ACT:**

(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

**8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **13. PROCUREMENT OF RECOVERED MATERIALS**

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia  
Purchasing Division

Vendor Name: Carahsoft Technology Corp.

By: Malena Harding

By: Moiz Gauher

Printed Name: Malena Harding

Printed Name: Moiz Gauher

Title: ASM2

Title: Sales Operations

Date: 7/21/2025

Date: 7/17/2025

Heather White

EXHIBIT A To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5  
§ 148-1-5. Remedies.  
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing



the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

#### 5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

#### Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

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**End of Document**

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EXHIBIT B To:  
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY  
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

- ☐ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page

## SFDC TERMS OF USE

June 2025

These SFDC Terms of Use ("**TOU**") govern Customer's use of the Services, and are incorporated into the agreement between Customer and Reseller pursuant to which Reseller is reselling the Services to Customer.

### 1. DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Beta Services"** means SFDC services or functionality that may be made available to Reseller or Customer to try at Reseller or Customer's option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

**"Content"** means information obtained by SFDC from publicly available sources or third party content providers and made available to Customer through the Services or pursuant to an Order Form, as more fully described in the Documentation.

**"Customer"** means the entity that has contracted with Reseller to purchase subscriptions to use the Services, subject to the conditions of these TOU. Where Reseller is using the Services for its own purposes, Reseller shall be considered Customer.

**"Customer Data"** means any electronic data or information submitted by or for Customer to the Services, excluding Content and Non- SFDC Applications.

**"Documentation"** means the applicable Service's Trust and Compliance documentation at <https://trust.salesforce.com/en/trust-and-compliance-documentation/>, and its usage guides and policies, as updated from time to time, accessible via [help.salesforce.com](https://help.salesforce.com) or login to the applicable Service.

**"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Marketplace"** means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, the AppExchange located at <http://www.salesforce.com/appexchange>, Mulesoft Anypoint Exchange located at <https://www.mulesoft.com/exchange> or the Heroku Elements Marketplace located at <https://addons.heroku.com/>, and any successor websites.

**"Non-SFDC Application"** means Web-based, mobile, or offline software application functionality that interoperates with a Service, that is provided by Reseller, Customer, or a third party and/or is listed on a Marketplace including as Salesforce Labs or under similar designation. Non-SFDC Applications, other than those obtained or provided by Reseller or Customer, will be identifiable as such.

**"Order Form"** means the ordering document specifying the Services to be provided pursuant to the agreement between Customer and Reseller (which incorporates these TOU by reference), including any addenda, supplements, or additional product or quote special terms for the Services as required by SFDC.

**"Reseller"** means the entity that has contracted directly with SFDC to resell Services to its Customers and the entity that has contracted directly with Customer for the sale of a subscription to Services.

**"SFDC"** means Salesforce, Inc., a Delaware corporation with its principal place of business at Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, California 94105.

**"Services"** means the products and services that are ordered by Customer under an Order Form and made available online by SFDC including associated SFDC offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-SFDC Applications.

**"User"** means an individual who is authorized by Customer to use a Service for the benefit of Customer, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, SFDC at Reseller's request), has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

## 2. USE OF SERVICES AND CONTENT

**2.1. Subscriptions.** Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SFDC regarding future functionality or features.

**2.2. Usage Limits.** Services and Content are subject to usage limits specified in Order Forms or the Documentation.

**2.3. Customer Responsibilities** Customer will (a) be responsible for Users' compliance with the TOU, Order Forms and the Documentation, (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-SFDC Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify SFDC or Reseller promptly of any such unauthorized access or use, and (d) use the Services only in accordance with these TOU, the Documentation, the Acceptable Use and External Facing Services Policy at <https://www.salesforce.com/company/legal/agreements.jsp>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SFDC Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SFDC's judgment threatens the security, integrity or availability of SFDC's services, may result in SFDC's immediate suspension of the Services, however SFDC will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

**2.4. Usage Restrictions.** Customer will not (a) make the Services or Content available to anyone other than Customer or Users, or use Services or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Content, or include Services or Content in a service bureau or outsourcing offering, (c) use the Services or Non-SFDC Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services or Non-SFDC Applications to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or Content or their related systems or networks, (g) permit direct or indirect access to or use of Services or Content in a way that circumvents a contractual usage limit, or use the Services to access or use any of SFDC's intellectual property except as permitted under these TOU, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, and (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Services or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

**2.5 Removal of Content and Non-SFDC Applications.** If Customer receives notice that Content or a Non-SFDC Application must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above or if in SFDC's judgment continued violation is likely to reoccur, SFDC may disable the applicable Content, Service and/or Non-SFDC Application until the potential violation is resolved. If requested by SFDC, Customer shall confirm such deletion and discontinuance of use in writing and SFDC shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if SFDC is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SFDC may discontinue Customer's access to Content through the Services.

**2.6. Beta Services.** From time to time, SFDC may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.salesforce.com/company/legal/agreements/>.

**2.7 AI/ML model training restrictions.** The Services may contain predictive AI and/or generative AI functionality. SFDC uses Customer Data to train predictive AI models as described in the Einstein and Data Usage documentation. Therefore, pursuant to Category Attachment Code: F, Information Technology, incorporated via Refresh Number 0026, which states:

- *"AI/ML model training restrictions: The use of Government data for the purpose of training artificial intelligence/machine learning models and systems is prohibited without explicit written authorization from the ordering activity contracting officer.*



- *Definition: Government data means any information, (including metadata), document, media, or machine-readable material regardless of physical form or characteristics that is created or obtained by the Government, or a contractor on behalf of the Government, in the course of official Government business",*

procurement of Services or enablement of features that use Government data that constitutes Customer Data for the purposes of training predictive artificial intelligence/machine learning models and systems constitutes explicit written authorization from the applicable ordering activity contracting officer. Notwithstanding anything to the contrary herein or in the Order Form or Product Terms Directory, Customer may opt out of the use of its Customer Data for training global predictive models on an individual Org or EID basis, via the procedure described in the Documentation, for the features and Services identified in the Documentation, as applicable. Once Customer has opted an individual Org or EID out of global models, SFDC will not train models that will be shared with other customers on Customer Data submitted to the applicable features and Services without Customer's consent. SFDC will not use Customer Data to train generative AI models unless Customer (or Reseller on Customer's behalf) provides affirmative opt-in consent via the procedure described in the Documentation, and such consent by Customer constitutes explicit written authorization from the applicable ordering activity contracting officer.

### 3. NON-SFDC PRODUCTS AND SERVICES

**3.1. Non-SFDC Products and Services.** SFDC or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-SFDC Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-SFDC provider, product or service is solely between Customer and the applicable non-SFDC provider. SFDC does not warrant or support Non-SFDC Applications or other non-SFDC products or services, whether or not designated by SFDC as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SFDC is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SFDC Application or its provider.

**3.2. Integration with Non-SFDC Applications.** The Services may contain features designed to interoperate with Non-SFDC Applications. SFDC cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SFDC Application ceases to make the Non-SFDC Application available for interoperation with the corresponding Service features in a manner acceptable to SFDC.

### 4. PROPRIETARY RIGHTS AND LICENSES

**4.1. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SFDC, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services and Content, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**4.2. Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, these TOU and the Documentation.

**4.3. License by Customer to SFDC.** Customer grants SFDC, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit and display any Non-SFDC Applications and program code created by or for Customer using the Services or for use by Customer with the Services, and Customer Data, each as necessary for SFDC to provide and ensure proper operation of, the Services and associated systems in accordance with these TOU and the Documentation. If Customer chooses to use a Non-SFDC Application with a Service, Customer grants SFDC permission to allow the Non-SFDC Application and its provider to access Customer Data as required for the interoperation of that Non-SFDC Application with the Service. Subject to the limited licenses granted herein, SFDC acquires no right, title or interest from Customer or its licensors under these TOU in or to any Customer Data, Non-SFDC Application or such program code.

**4.4. License by Customer to Use Feedback.** Customer grants to SFDC and its Affiliates a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer or its Users, relating to the operation of SFDC's or its Affiliates' services.

**4.5. Federal Government End Use Provisions.** SFDC provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial products" and/or "commercial services," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this TOU, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this TOU specifically granting those rights.

## 5. TERM AND TERMINATION

**5.1. Termination of the Services.** As permitted by applicable law, including the Contract Disputes Act ("CDA") (41 U.S.C. §§ 7101–7109) where Customer is an instrumentality of the U.S. Federal Government subject to the CDA, Customer's use of the Services may be immediately terminated and/or suspended, at SFDC's option, upon notice due to: (a) a breach of the terms of these TOU, the Documentation or Order Forms by Customer or any User; or (b) a breach by Reseller of Reseller's payment obligations to SFDC with respect to the Services subscriptions it is reselling to Customer in connection with these TOU.

**5.2. Termination of Reseller's Agreement with SFDC.** Following any termination or expiration of Reseller's agreement with SFDC authorizing Reseller to resell the Services, each Customer subscription to the Services outstanding at the time of such termination or expiration ("**Legacy Order**") shall remain in effect until the end of its subscription term, and shall continue to be governed by these TOU, provided that Customer is not in breach of these TOU and SFDC has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with SFDC, SFDC is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

**5.3. Shared Orgs.** Customer acknowledges that if the Services are provisioned in the same Org in which SFDC services purchased from SFDC and/or another third party are also provisioned, access to such Org may be suspended or terminated due to breach of the agreement governing such other SFDC services, and that in no case will any such termination or suspension give rise to any liability to Customer for a refund or other compensation.

**5.4.** In no case will any termination, expiration, or suspension of the Services, these TOU, or Reseller's agreement with SFDC give rise to any liability of SFDC to Customer for refunds or damages. Customer must look solely to Reseller regarding any claims or damages related to the Services.

## 6. WARRANTY DISCLAIMER

AS BETWEEN SFDC AND CUSTOMER, SFDC MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## 7. THIRD PARTY CLAIMS

**7.1** This Section 7.1 shall only be enforceable as permitted by applicable law and shall not apply if Customer is an instrumentality of the United States Federal Government that is subject to the Anti-Deficiency Act (31 U.S.C. 1341). Customer will defend SFDC and its Affiliates against any claim, demand, suit or proceeding made or brought against SFDC by a third party (a) alleging that the combination of a Non-SFDC Application or configuration provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SFDC Application provided by Customer (each a "**Claim Against SFDC**"), and will indemnify SFDC for any damages, attorney fees and costs finally awarded against SFDC as a result of, or for any amounts paid by SFDC under a settlement approved by SFDC in writing of, a Claim Against SFDC; provided that SFDC: (A) promptly gives Customer written notice of the Claim Against SFDC, (B) gives Customer sole control of the defense and settlement of the Claim Against SFDC (provided that Customer may not settle or defend any Claim Against SFDC unless it unconditionally releases SFDC of all liability), and (C) provides to Customer all reasonable assistance, at Customer's expense.

**7.2** In the event of any Claim Against SFDC, SFDC may require, by written notice to Customer, that Customer delete from the Services any Customer Data or Non-SFDC Application and/or stop using any Non-SFDC Application that is the subject of the Claim Against SFDC. Promptly after receiving any such notice, Customer will delete such Customer Data and certify such deletion to SFDC in writing. SFDC shall be authorized to provide a copy of such certification to the applicable claimant. Any damages for which SFDC is liable arising out of such Claim Against SFDC, as well as SFDC's reasonable attorney fees and costs to defend such claims will be deemed direct damages for which SFDC may seek recovery under the Contract Disputes Act or as otherwise provided under applicable law.

## 8. NO LIABILITY

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO CUSTOMER OR ANY USER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE SERVICES PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 9. GENERAL

**9.1. Notice.** Any notices that SFDC is required to provide to customers under the Documentation shall be provided by SFDC to the Reseller or Customer as determined by SFDC in its sole discretion based on the circumstances and designated contact information for notices available to SFDC in the Services.

**9.2. Export Compliance.** The Services, Content, other SFDC technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SFDC and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, or Syria) or as may be updated from time to time at <https://www.salesforce.com/company/legal/compliance/> or in violation of any U.S. export law or regulation.

**9.3. Waiver.** No failure or delay by SFDC in exercising any right under these TOU will constitute a waiver of that right.

**9.4. Severability.** If any provision of these TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these TOU will remain in effect.

**9.5. Further Contact.** SFDC may contact Customer or Users regarding new and enhanced SFDC service features and offerings.

**9.6. Third Party Beneficiary.** These TOU are between Customer and Reseller; SFDC is not a party to these TOU, however SFDC is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these TOU.

**9.7. Order of Precedence.** With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these TOU and any other terms or conditions in Customer's agreement or order form with Reseller, these TOU shall prevail.

**9.8. Titles and Headings.** Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU.

## Order Form Supplement for Tableau Products

This Order Form Supplement for Tableau Products (“**Supplement**”) is a part of the Order Form by which Customer ordered Tableau Software or Tableau Cloud Services (collectively, the “**Tableau Products**”). The Order Form and this Supplement are governed by the Main Services Agreement and any applicable amendments or addenda thereto (together, the “**MSA**”) between Customer and Salesforce, Inc. or its Affiliate as set forth in the Order Form (“**SFDC**”). This Supplement adjusts certain terms of the MSA, solely with respect to Tableau Products. Except as adjusted herein, all terms and conditions set forth in the MSA shall continue to apply in full force and effect. Capitalized terms used but not defined in this Supplement have the meanings given to them in the Order Form and the MSA.

### A. The following terms are applicable to Tableau Products:

1. “**Tableau Software**”: The proprietary Tableau Services sold on an Order Form, or online at [tableau.com](https://tableau.com) and/or other web pages designated by SFDC or one of its Affiliates, that are software products made available by SFDC or one of its Affiliates for deployment on Customer’s premises or on Customer’s third party hosting provider as permitted in the Documentation, and all related Documentation for and any support and maintenance releases of the same Software (but excluding any Tableau Cloud Services, Content, Non-SFDC Application, Customer infrastructure, and third-party hosting providers).
2. “**Tableau Cloud Services**”: The proprietary Tableau Services sold on an Order Form, or online at [tableau.com](https://tableau.com) and/or other web pages designated by SFDC or one of its Affiliates, that are web-based and subsequently made available on a paid subscription basis by SFDC or one of its Affiliates, including associated offline components, as described in the Documentation (but excluding any Software, Content, Non-SFDC Application, Customer infrastructure, and Customer’s third-party hosting providers).
3. “**Documentation**” for Tableau Products shall include the documentation found at [www.tableau.com/legal/documentation](https://www.tableau.com/legal/documentation). Additional information related to Tableau Products may be found in the Documentation at <https://sfdc.co/ptd>. For the avoidance of doubt, the applicable MSA takes precedence over the Documentation. All undefined names of Tableau Products have the meanings given to them in the Documentation.
4. **Users**. Each user-based license or subscription may only be granted by Customer to one uniquely identified individual regardless of whether those individuals are actively using the Tableau Products at any given time. User-based licenses and subscriptions may be permanently reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license or subscription between multiple Users. For the avoidance of doubt, if Customer purchased a license or subscription to a Tableau Product package, each such package may be used only by a single User, and may not be shared by multiple users.
5. **Client Sublicensees**. Notwithstanding anything to the contrary in the MSA, during the subscription term, Customer may permit third-parties (“**Client Sublicensees**”) to be Users of the Server Tableau Software or Tableau Cloud Services, but only to the extent required for the Client Sublicensees to: (a) interact with visualizations generated by Customer through its use of the Server Tableau Software or Tableau Cloud Services and based on Visualization Access Data; or (b) create visualizations using Visualization Access Data, provided that in each case the Visualization Access Data excludes Client Sublicensee data unless such Client Sublicensee data is combined with Visualization Access Data or is relevant to Customer’s provision of services to that particular Client Sublicensee (“**Visualization Access**”). In providing such access to Client Sublicensees, Customer may not act as a “Managed Service Provider”, “Service Bureau” or other entity with a similar business model. Client Sublicensees may not publish their own data to Customer’s Server Tableau Software or Tableau Cloud Services, use any data other than Visualization Access Data with Customer’s Server Tableau Software, or access the Tableau Software for any other purposes except as expressly permitted in this section. For the avoidance of doubt, Client Sublicensees may not access any Creator Software package license for any purpose. Customer shall ensure that Client Sublicensees’ use of the Tableau Software is limited as described in this section and shall designate appropriate access levels for Client Sublicensees within the Tableau Server Software. For purposes of providing Visualization Access only, the Usage Restrictions section of the MSA prohibiting framing or mirroring any part of the Tableau Server Software shall not apply. Customer shall be solely responsible for its relationships with Client Sublicensees and for any of Customer’s own products or offerings used in connection with the Software. Customer acknowledges that SFDC does not assume and should not be exposed to the business and operational risks associated with Customer’s business or any aspects of providing Visualization Access to the Client Sublicensees, and therefore Customer shall be liable for all acts and omissions of the Client Sublicensees as if their acts or omissions were Customer’s own. “**Visualization Access Data**” means any business information or other data which Customer inputs, or provides to SFDC for inputting, into the Software, but excludes registration and usage data and data generated by a Client Sublicensee unless such data is combined with Customer’s data or is relevant to Customer’s provision of services to such Client Sublicensee.

6. **Open Source Software.** Tableau Products may contain or be provided with components which are licensed from third parties including components subject to open source software licenses (“**Open Source Software**”). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Customer upon written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Supplement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.
7. **Usage Certification.** Upon SFDC’s written request, no more than once annually, Customer shall furnish SFDC with a signed statement certifying that the Tableau Products are being used pursuant to the terms of the MSA and this Supplement, including any access and user limitations, and provide a current list of Users for user-based licenses. If SFDC reasonably believes Customer has violated the MSA or this Supplement, SFDC may review Customer’s compliance with the MSA and this Supplement, Customer’s use of the Tableau Products, and Customer’s software monitoring systems and records, provided such review occurs no more than one annually, is during regular business hours, and SFDC provides reasonable prior notice. If the review reveals Customer’s actual number of Users or Cores exceeds the number of Users or Cores permitted, Customer will promptly remedy such excess usage by purchasing additional licenses or subscriptions.
8. **Beta Services.** Notwithstanding anything to the contrary in the MSA, Beta Services for Tableau Products are subject to the terms provided with such Beta Services.
9. **Evaluation Versions.** If SFDC has made available to Customer free, trial or evaluation access to Tableau Products (“**Evaluation Versions**”), Customer may use such access solely for the purpose of evaluating the Tableau Products to determine whether to purchase a license or subscription to Tableau Products. Customer may not use Evaluation Versions for any other purposes, including but not limited to competitive analysis, commercial, professional, product development, or for-profit purposes. Tableau Products provided under Tableau’s student access program constitute Evaluation Versions and the aforementioned prohibition against commercial or professional use does not apply to such licenses. Customer may only use the Evaluation Versions for fourteen (14) days from the date Customer activates and/or registers via the Software Authorization or otherwise, unless otherwise specified in the Documentation or in a separate writing from SFDC. Notwithstanding any other provision of the MSA or this Supplement, the Evaluation Versions are provided “AS IS” without warranty or support of any kind, express or implied. SFDC may terminate Customer’s access to the Evaluation Versions upon written notice at any time for any reason and without liability of any kind.
10. **Authorized Partner.** If Customer received the Tableau Products under an agreement (“**Partner Agreement**”) with an authorized Tableau partner (“**Authorized Partner**”) then, notwithstanding anything to the contrary in the MSA or this Supplement: (a) Customer’s use of Tableau Products is subject to any additional terms in the Partner Agreement, including any limitations on use of Tableau Products in conjunction with third-party applications; and (b) Customer agrees to pay the Authorized Partner the fees agreed in the Partner Agreement. If Customer’s warranty and support terms stated in Customer’s Partner Agreement are different than what is stated in this Supplement or the MSA, then SFDC has no warranty or support obligations to Customer (although the disclaimers of warranties in this Supplement and MSA still apply to Customer). If Customer’s warranty and support terms passed on in Customer’s Partner Agreement are as stated in this Supplement and the MSA, then those warranty and support terms shall apply to Customer as written. Notwithstanding anything in this Supplement or the MSA to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Supplement and MSA and (ii) the Partner Agreement is between Customer and the Authorized Partner and is not binding on Tableau or SFDC. SFDC may terminate this Supplement and the MSA (including Customer’s right to use the Software) in the event SFDC fails to receive payment for Customer’s use of Tableau Products from the Authorized Partner or if Customer breaches any term of this Supplement or MSA.

**B. In addition to the above, the following terms are applicable to Tableau Software only:**

1. **Delivery.** In order to use the Tableau Software, Customer must activate its copy of the Tableau Software with the valid license key(s) or activation code(s) provided to Customer at the time of purchase and/or submit a uniquely identifiable user registration when prompted (each, a “**Software Authorization**”). All Tableau Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Order Form. Tableau Software shall be deemed delivered when it is made available for download by Customer. Even if Customer’s version of the Tableau Software allows use of multiple Software Authorization options, Customer must not exceed the user restrictions and entitlements associated with Customer’s licenses.
2. **Tableau Software License.** Subject to all of the terms and conditions of this Supplement and the MSA, during the

relevant subscription term, SFDC grants to Customer a limited, worldwide, non-transferable, non-sublicensable (except as expressly provided herein), non-exclusive license to use the Software for which Customer has been issued a Software Authorization by SFDC for Customer's own internal business operations, but only in accordance with: (a) the Documentation; (b) the MSA; and (c) and all terms set forth in the Order Form and this Supplement, including without limitation restrictions related to type of license. Customer's license to Tableau Software will be subject to either User-Based or Core-Based restrictions, as identified in the Documentation and on the applicable Order Form, or if there is no Order Form, as otherwise designated by SFDC. Unless otherwise set forth in the Documentation, Customer may copy and install on Customer's computers for use only by Customer's Users one copy of the Tableau Software for each subscription designated in the applicable Order Form. Each user-based license may only be granted by Customer to one uniquely identified individual regardless of whether those individuals are actively using the Tableau Software at any given time. User-based licenses may be permanently reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple users. For the avoidance of doubt, if Customer purchased a license to a Tableau Software package, each such Software package may be used only by a single User, and may not be shared by multiple users.

3. **Usage Restrictions.** In addition to the Usage Restrictions in the MSA, and as a condition of Customer's license, Customer shall not (and shall not allow any third party) to: (a) utilize any equipment, device, software, or other means designed to circumvent or remove any Software Authorization or copy protection used by SFDC in connection with the Software, or use the Software together with any authorization code, product key, credential, serial number, or other copy protection device not supplied by SFDC; (b) use the Software to develop a product that converts any SFDC file format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SFDC; (c) remove any product identification, proprietary, copyright, trademark, service mark, or other notices contained in the Software; or (d) use the Software in a way that could lead to death or bodily injury of any person, or to severe physical or environmental damage. The limitations of liability in the MSA shall not apply to breaches of this section.

#### 4. **Production and Non-Production Environments.**

- a. **Production Environments:** As it relates to the Server Software, Customer's use of the Software as a content creation, hosting, distribution and collaboration platform is considered use within a "**Production Environment**" and Customer is entitled to one (1) Production Environment for each Server Software license Customer purchases under the MSA. Customer's use of the Server Software allows for a single Production Environment regardless of the fact that the single Production Environment may not consume all the licenses identified on Customer's Order Form.
  - b. **Non-Production Environments:** Customer may use the Server Software in a technical environment and on the platforms and configurations specified in the Documentation, solely for internal development and testing in connection with the functionality of Customer's licensed Software, or for disaster recovery purposes ("**Non-Production Environment**"). If Customer's license for Server Software is Core-Based, the creation, sharing, viewing, refreshing and/or revising of visualizations or data sources and any similar content development or review is not a permitted use for the Non-Production Environment. For the avoidance of doubt, the foregoing usage restrictions do not apply if Customer's license for Server Software is User-Based. Customer's installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same Users and/or permitted number of Cores as provided above. Customer's use of the Server Software in a Non-Production Environment may be concurrent with Customer's use of the licensed Software in a Production Environment and such use is conditioned on Customer having an authorized license for the Software. Customer is only entitled to two (2) Non-Production Environments under the MSA. Any additional licenses for Non-Production Environments other than what is described in this section can be purchased by Customer and shall be subject to the additional terms.
5. **Customer Data.** Customer acknowledges that electronic data and information submitted by or for Customer to the Tableau Software is not hosted by or on behalf of SFDC. Accordingly, notwithstanding anything to the contrary in the MSA, any terms or commitments relating to Customer Data (or Your Data, or any comparable defined term) under the MSA shall not apply to the Tableau Software.
  6. **Warranties.** THE WARRANTIES IN THE MSA SHALL NOT APPLY: (A) IF THE TABLEAU SOFTWARE IS USED WITH HARDWARE OR SOFTWARE NOT AUTHORIZED IN THE DOCUMENTATION; (B) IF ANY MODIFICATIONS ARE MADE TO THE TABLEAU SOFTWARE BY CUSTOMER OR ANY THIRD PARTY; (C) TO DEFECTS IN THE TABLEAU SOFTWARE DUE TO ACCIDENT, ABUSE OR IMPROPER USE BY CUSTOMER; (D) TO ANY EVALUATION VERSIONS OR OTHER TABLEAU SOFTWARE PROVIDED ON A NO CHARGE OR EVALUATION BASIS; OR (E) TO ANY MAPS.

7. **Export Compliance.** In addition to the Export Compliance requirements in the MSA, Customer shall not allow any third party to export, re-export, or transfer any part of the Tableau Software in violation of these laws and regulations.

PURCHASING DIVISION

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 Morrissey 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:

*[Signature]*  
Agency Head

*[Signature]*  
Cabinet Secretary/Department Head

*N/A*  
Governor's Office Representative

*4/24/25*  
Date

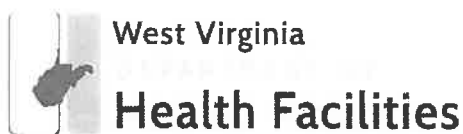
*4/23/25*  
Date

\_\_\_\_\_  
Date





Arvin Singh, EdD, MBA, MPH, MS,  
FACHE  
Cabinet Secretary



Michael Caruso  
Cabinet Secretary



Alex J. Mayer  
Cabinet Secretary

**To:** MIS Purchasing  
**From:** Andrew Neely, Director, Division of Data Management and Analytics  
**Re:** Tableau Purchasing Justification  
**Date:** 3/21/2025

We have started to use Tableau as our primary data reporting and dashboarding technology. Already, over 60 Epidemiologists, Data Warehouse Specialists and programmers are using Tableau to create visualizations and dashboards.

Among these dashboards are the (legislatively mandated) Child Welfare, Office of Drug Control Policy, and vaccine tracking dashboards.

To continue using Tableau, we need to renew our existing licenses. To accommodate the data analysis work for the Bureau of Medical Services (BMS), we also need to expand our capacity.

Please accept this memo as our justification for our purchase of Tableau to enable our continued use of this technology.



## GOVERNMENT - PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE 1-888-86-CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TO: Andrew Neely  
 Division Director  
 Office of Shared Administration  
 321 Capitol Street  
 Ste 200  
 Charleston, WV 25301

FROM: Amanda McGuff  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

EMAIL: andrew.m.neely@wv.gov

EMAIL: Amanda.McGuff@carahsoft.com

PHONE: (304) 356-5221

PHONE: (703) 581-6668

FAX: (703) 871-8505

TERMS: FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 UEI: DT8KJHZXVJH5  
 Credit Cards: VISA/MasterCard/AMEX  
 Sales Tax May Apply

QUOTE NO: 39974689  
 QUOTE DATE: 07/31/2024  
 QUOTE EXPIRES: 08/05/2024  
 RFQ NO:  
 SHIPPING: GROUND  
 TOTAL PRICE: \$475,138.86  
 TOTAL QUOTE: \$475,138.86

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
BASE RENEWAL						
1	200001773-2a	Tableau - Creator (Server) Salesforce.com, Inc. - 200001773 Start Date: 07/31/2024 End Date: 07/30/2025	LIST: \$848.80 GSA: \$882.00	\$842.43	OM 71	\$59,812.53
2	200001798-2a	Tableau - 8 Core Base (Server) Salesforce.com, Inc. - 200001798 Start Date: 07/31/2024 End Date: 07/30/2025	LIST: \$176,853.33 GSA: \$188,160.00	\$175,526.93	OM 1	\$175,526.93
3	200001800-2a	Tableau - Embedded Analytics - 8 Core Base (Server) Salesforce.com, Inc. - 200001800 Start Date: 07/31/2024 End Date: 07/30/2025	LIST: \$132,713.33 GSA: \$141,120.00	\$131,717.98	OM 1	\$131,717.98
4	200003620-2	Tableau - Premier Success Plan 30% of Net Price Salesforce.com, Inc. - 200003620 Start Date: 07/31/2024 End Date: 07/30/2025	LIST: \$35,832.60 GSA: \$0.30	\$35,832.60	OM 1	\$35,832.60
9	200003620-2	Tableau - Premier Success Plan 30% of Net Price Salesforce.com, Inc. - 200003620 Start Date: 07/31/2024 End Date: 07/30/2025	LIST: \$63,792.72 GSA: \$0.30	\$63,792.72	OM 1	\$63,792.72
11	200001553-2a	Tableau - Training - eLearning (Creator) (12 Month Access) Salesforce.com, Inc. - 200001553	LIST: \$120.00 GSA: \$117.60	\$119.10	OM 71	\$8,456.10
BASE RENEWAL SUBTOTAL:						\$475,138.86
SUBTOTAL:						\$475,138.86
TOTAL PRICE:						\$475,138.86
TOTAL QUOTE:						\$475,138.86

CONFIDENTIAL

PAGE 1 OF 3

QUOTE DATE: 07/31/2024

QUOTE NO: 39974689

# GOVERNMENT - PRICE QUOTATION

## CARAHSOFT TECHNOLOGY CORP

carahsoft

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-2500 | FAX (703) 871-2505 | TOLL FREE (888) 666-CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



Current Maintenance Expiration: July 30, 2024.

Licenses for Embedded Analytics Server Software may be used solely in conjunction with Customer's external-facing application named DHHR Dashboards

### Tableau Services

Tableau Software and/or Tableau Services are subject to the Order Form Supplement for Tableau Products available at [www.tableau.com/ofs](http://www.tableau.com/ofs) which is hereby made part of this Order Form.

Unless otherwise provided in the applicable Agreement, any increase in subscription pricing for the first two renewal term will not exceed 5% over the then-current subscription pricing, provided that (a) Customer renews its entire then-current subscription volume under the applicable Order Form combined with any associated add-on Order Forms, and (b) each renewal term is the same duration as the Order Term of this Order Form or one year (whichever is longer). Thereafter, or upon the first such renewal that does not meet the aforementioned criteria for Customer to benefit from the above price cap, any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties. Notwithstanding the foregoing, any consumption-based Services which are subject to a rate card as set forth in the product terms for the applicable Services and any support or resource-based Services are not subject to any price increase limitations.

Customer must reference Quote number and Contract # on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription pricing (excluding support and resource-based Services) for the first renewal term will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties or noted in these quote terms or contract

Licensee agrees that any order for Salesforce Services will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at <https://carah.io/SFDC-TOU> and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Product Terms Directory: <http://carah.io/Product-Terms-Directory>

Help & Training: <http://carah.io/Help>

Government Cloud Plus: <http://www.carahsoft.com/government-cloud-terms>

A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: [https://help.salesforce.com/articleView?id=000270080&language=en\\_US&type=1](https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1)

CONFIDENTIAL

TABLE: 00000000

QUOTE DATE: 07/31/2024

QUOTE NUMBER: 39974689



WEST VIRGINIA PURCHASING DIVISION

**APPROVED**

BY FW DATE: 7/14/25

**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.)

Agency is currently using Tableau products and has attempted to bid this product out twice with no success. CRFQ MIS25\*2 - no bids received and CRFQ MIS25\*3 - bids were disqualified. The current Agency contract (APO BMS25\*1) expires July 30, 2025.

**Proposed remedy:**

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

Visual Data Analytics Software - Tableau: Tableau 8 Core Base (Server) – MFG Part #200001798; Embedded Analytics 8 Core Base (Server) – MFG Part #200001800; Tableau Creator (Server) – MFG Part #200001773; Tableau Training eLearning (Creator) – MFG Part #200001553; Premier Success Plan – Tableau – MFG Part #200003620.



**Estimated cost:**

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

Approximately \$500,000.00 for twelve months.

**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?)

One-year subscription - 71 user licenses and Tableau 8 Core Base (Server) (MFG Part # 200001798); Embedded Analytics 8 Core Base (Server) (MFG Part # 200001800); Tableau Creator (Server) (MFG Part # 200001773); Tableau Training eLearning (Creator) (MFG Part # 200001553); Premier Success Plan – Tableau (MFG Part #200003620).

Agree  
Robert Price



Arvin Singh, EdD, MBA, MPH, MS,  
FACHE  
Cabinet Secretary



West Virginia  
DEPARTMENT OF  
Health Facilities

Michael Caruso  
Cabinet Secretary



WEST VIRGINIA DEPARTMENT OF  
**HUMAN  
SERVICES**

Alex J. Mayer  
Cabinet Secretary

Date: July 16, 2025

To: Bryan Rosen, Director  
Office of Shared Administration  
Operations and Purchasing

**APPROVAL**

BY: FW DATE: 7/16/25

From: Malena Harding, Deputy Director of Procurement and Admin. Operations *MH*  
Office of Shared Administration  
Management Information Services

Re: Emergency Purchase Tableau Software Licenses

The Office of Management Information Services (MIS) respectfully seeks approval to initiate an emergency purchase of Tableau licenses for a 12-month term. This acquisition is critical to maintaining mission-essential operations and ensuring compliance with the statutory requirements of the State Health Assessment.

Tableau is used by the Agency for data reporting and dashboard creation. Over 60 staff members, including Epidemiologists, Data Warehouse Specialists, and Programmers, are actively using Tableau to develop dashboards and visualizations, with additional staff requiring access as the Agency's data needs expand.

Key dashboards supported by Tableau include those mandated by legislation, such as the Child Welfare dashboard, Office of Drug Control Policy dashboard, and vaccine tracking dashboard. An initial solicitation (CRFQ MIS25\*2) was issued on May 27, 2025. However, it received no bids. Following this, MIS engaged with the manufacturer to clarify technical requirements and issued a revised solicitation (CRFQ MIS25\*3) on June 19, 2025. Despite these efforts, all submitted bids failed to meet the mandatory bidding criteria and were disqualified, resulting in the cancellation of the solicitation.

The existing contract (APO BMS25\*1) is expiring July 30, 2025 and we will not have adequate time to issue a new solicitation.

To prevent disruption in services and maintain compliance, the Agency is requesting emergency approval to procure the following:



- 1 – Tableau 8 Core Base (Server) – MFG Part #200001798
- 1 – Embedded Analytics 8 Core Base (Server) – MFG Part #200001800
- 71 – Tableau Creator (Server) – MFG Part #200001773
- 71 – Tableau Training eLearning (Creator) – MFG Part #200001553
- Premier Success Plan – Tableau – MFG Part #200003620

This product is essential for maintaining real-time data updates on public-facing dashboards and for supporting the collaborative development and publication of interactive data visualizations. These capabilities are vital to the timely and accurate completion of the State Health Assessment and other mandated reporting.

Given the urgency of this need and the failure of competitive solicitations to yield a viable vendor, MIS is requesting approval to proceed with an emergency procurement. The anticipated cost for the twelve-month contract is \$500,000.00.

Agree  
*Robert Price*



STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
OFFICE OF TECHNOLOGY  
State Capitol  
Charleston, West Virginia 25305

Eric L. Householder  
Cabinet Secretary

Heather D. Abbott  
Chief Information Officer

**TO: Ron Courtney, Procurement Associate  
Bureau for Medical Services**

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

**SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT  
WVOT Number 2025-2547**

**DATE: April 28, 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 for Tableau - Data Reporting and Dashboarding Technology, the Office of Technology has determined:

☒ 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).



# COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: _____ Date: _____  Solicitation No. _____	Agency: Office of Shared Administration - MIS <hr/> Procurement Officer Submitting Requisition: Heather White <hr/> Requisition No. APO MIS26*1 <hr/> PF No.: 1745585
-------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

## FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions ( <a href="http://www.state.wv.us/admin/purchase/TCP.pdf">www.state.wv.us/admin/purchase/TCP.pdf</a> )	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
<b>10</b>	Insurance requirements				
	Commercial General Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Automobile Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Workers' Compensation/Employer's Liability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Cyber Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Builder's Risk/Installation Floater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Professional Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other (specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>11</b>	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>12</b>	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### FOR CHANGE ORDERS/RENEWALS:

<b>1</b>	Two-party agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2</b>	Standard change order language	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3</b>	Office of Technology CIO approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4</b>	Justification for price increases/backdating/other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>5</b>	Bond Rider (Construction)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>6</b>	Secretary of State Verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>7</b>	State debarment verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>8</b>	Federal debarment verification	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.

*For Purchasing Division Use Only:*

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

**Signature:** \_\_\_\_\_

## **REFERENCE:**

### ***FOR ALL SOLICITATION TYPES:***

1. **Specifications and Pricing Page.** The specifications and intended pricing evaluation tool (wvOASIS line or pricing page) must be attached to the requisition for the Purchasing Division to review them.
2. **Usage of correct specification template.** The Purchasing Division maintains standard format templates on its website for various purchase types, including but not limited to one-time, services, and open-end RFQ purchases; RFPs; and EOLs. Using the correct specification template ensures language appropriate for the type of purchase will be contained in the final contract. A copy of these templates can be found on the Purchasing Division's website at [www.state.wv.us/admin/purchase/forms.html](http://www.state.wv.us/admin/purchase/forms.html).
3. **Use of correct requisition type.** Agencies must discern the type of contract needed prior to entering the requisition in wvOASIS. The requisition type will limit the type of award that can be issued for each solicitation. **Purchasing Division Procedures Handbook, Section 3.3.1.1.**
4. **Terms and conditions.** The agency must complete the General Terms and Conditions using the master copy maintained by the Purchasing Division, and the revision date on the terms and conditions document must not be removed or altered in any way. The Purchasing Master Terms and Conditions can be found on the Purchasing Division's website at [www.state.wv.us/admin/purchase/TCP.pdf](http://www.state.wv.us/admin/purchase/TCP.pdf). **Purchasing Division Procedures Handbook, Section 3.2.4.6.**
5. **Maximum budgeted amount.** This is the maximum amount of funding available for the purchase of the good or service as determined by the agency prior to requisition submission. This amount determines the agency's ability to negotiate and cannot be changed after the bid opening. **Purchasing Division Procedures Handbook, Section 6.9.3.1.**
6. **Suggested vendors.** Suggested vendors are identified at the time an agency conducts its market research and are placed in the Vendor List or Free Form Vendor fields within the requisition. This ensures the vendors are made aware of the bidding opportunity.
7. **Capitol Building Commission pre-approval.** Pre-approval from the Capitol Building Commission is required before any contract can be bid for work requiring a substantial physical change to the state capitol building or surrounding complex, before work begins to a building on the capitol complex if not done under a contract, and prior to processing change orders for work to buildings on the capitol complex above \$40,000. **Purchasing Division Procedures Handbook, Section 7.2.**
8. **Financing pre-approval.** Any loan or extension of credit from a bank or other financial institution by any state agency under the Executive Branch requires pre-approval from the Governor's Office and must be in the best financial interest of the state of West Virginia. **Per memorandum from the Governor's Office.**
9. **Fleet Management Division pre-approval.** Pre-approval by the Fleet Management Division (FMD) is required to purchase vehicles, unless statutorily exempt. Any request made under the authority of the Fleet Management Division to increase an agency's fleet size must be approved by the FMD executive director, and all vehicle purchases, regardless of dollar amount, must be processed through the Purchasing Division. **Purchasing Division Procedures Handbook, Section 7.8.**
10. **Insurance requirements.** **RE Purchasing Division Procedures Handbook, Section 3.2.5.3. Appendix C.**
11. **Office of Technology CIO pre-approval.** In accordance with the Office of Technology's CIO-19-001 policy, all technology procurement requests, unless exempted, require Chief Information Officer (CIO) approval. **Purchasing Division Procedures Handbook, Section 7.3.**
12. **Treasurer's Office (banking) pre-approval.** Pre-approval is required by the State Treasurer's Office for the acquisition of banking goods or services, which includes but may not be limited to accepting payments and receiving funds via electronic commerce. **W. Va. Code §§ 12-1-7 and 12-3A-6.**

## FOR CHANGE ORDERS/RENEWALS:

1. **Two-party agreement.** This agreement, confirming the need for the change order, must be signed by both the agency and the vendor. A single letter of agreement with both signatures is standard.
2. **Standard change order language.** The Purchasing Division maintains standard language to be used in the Extended Description field when issuing a change order in wvOASIS. There are various descriptors available to address the change to the original contract, including but not limited to a standard renewal, a renewal with an increase or decrease, a construction extension for time only or time and increase, a cancellation, and an administrative change. **Purchasing Division Procedures Handbook, Appendix D.**
3. **Office of Technology CIO pre-approval.** See #11.
4. **Justification for price increases/backdating/other.** Any change order request that increases the amount of the contract, is backdated more than 20 days past the submission date of the change order, or otherwise affects provisions of the contract not typically seen in a change order requires justification.
5. **Bond rider.** A bond rider allows bonded principals to request changes to be made to their original surety bond agreements. The bond rider is the only valid way of making changes to a bond agreement which does not invalidate the agreement.
6. **Secretary of State verification.** Unless a waiver is obtained from the Secretary of State's Office, every vendor organized as a business entity must have a certificate of authority and be in good standing with the Secretary of State's Office. To search for a business with the Secretary of State's Office, visit <http://apps.sos.wv.gov/business/corporations>. Any vendor that cannot be found or shows a status of "revoked" or "dissolved" is not eligible for award until the issue is resolved. Agencies must verify this compliance manually prior to award and include a copy of the relevant record in the agency file. **Purchasing Division Procedures Handbook, 5.3.2. Vendor Compliance. E. Secretary of State.**
7. **State debarment verification.** Pursuant to *West Virginia Code* §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period. A list of vendors debarred by the West Virginia Purchasing Division can be seen online at [www.state.wv.us/admin/purchase/debar.html](http://www.state.wv.us/admin/purchase/debar.html). **Purchasing Division Procedures Handbook, 5.3.2. Vendor Compliance. D. State Debarment.**
8. **Federal debarment verification.** Vendors must verify that a vendor is not debarred by the federal government prior to awarding a contract by visiting Sam.gov. Instructions for manually checking a vendor's federal debarment status can be found online at [https://www.fsd.gov/qsafsd\\_sp?id=kb\\_article\\_view&sysparm\\_article=KB0036199&sys\\_kb\\_id=b372dadb1b4ac5d40ca4a97ae54bcbb2&spa=1](https://www.fsd.gov/qsafsd_sp?id=kb_article_view&sysparm_article=KB0036199&sys_kb_id=b372dadb1b4ac5d40ca4a97ae54bcbb2&spa=1). **Purchasing Division Procedures Handbook, 5.3.2. Vendor Compliance. C. Federal Debarment.**

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Questions regarding this *Compliance Verification Checklist for Requisition Submission* may be directed to your assigned Purchasing Division buyer. If you're unsure who your buyer is, see the Agency-Buyer assignments published online at [www.state.wv.us/admin/purchase/byrassign.pdf](http://www.state.wv.us/admin/purchase/byrassign.pdf).

State of West Virginia  
Purchasing Division

# VERBAL BID QUOTATION SUMMARY

Agency OSA-MIS Requisition Number \_\_\_\_\_  
Date 7/21/2025  
Commodity / Service: Tableau Products - Emergency Purchase

Delivery Requirements:	Quotes Received By: <b>Christopher Itson</b>		
Vendor:	<b>1. Carahsoft</b>	<b>2. Concourse</b>	<b>3. Insight</b>
Telephone Number:	(703) 230-7522	(646) 305-9964	(937)415-9442
Person Providing Verbal Bid:	Sheila Camden	Kelsey Shaner	Brandi Smith
Shipping Date:	8/13/2025	8/13/2025	8/13/2025
Terms:			
Date of Bid Response:	7/16/2025	7/16/2025	7/16/2025

Item	Quantity	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	1	Tableau 8 Core Base (server)	\$182,400.00	\$182,400.00	\$190,560.00	\$190,560.00	\$203,644.14	\$203,644.14
	1	Tableau Embedded Analytics	\$136,800.00	\$136,800.00	\$142,920.00	142,920.00	\$152,733.11	\$152,733.11
	71	Tableau Creator (server)	\$855.00	\$60,705.00	\$893.25	\$63,420.75	\$954.58	\$67,775.18
	71	Tableau E-Learning (creator)	\$115.20	\$8,179.20	\$119.10	\$8,456.10	\$127.41	\$9,046.11
	1	Tableau Premier Success	30% net price	\$111,205.16	30% net price	\$114,969.91	30% net price	\$122,863.92
TOTAL:				\$499,289.36		\$520,326.76		\$556,062.46

Reason for Award (No Bids Reason): Emergency purchase - proceeding with lowest vendor.

WV OASIS Vendor Customer #: 000000195808

Purchase Authorized By: Malena Harding

Title: ASM2



STATE OF WEST VIRGINIA  
Purchasing Division

## CERTIFICATION OF NON-CONFLICT OF INTEREST

**West Virginia Code § 5A-3-31:** "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding \$10,000."

**West Virginia Code § 6B-2-5(b)(1):** "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

**West Virginia Code § 6B-2-5(d)(1):** "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control . . . ."

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [ APO MIS26\*1 ]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Christopher Itson, ISC1	OMIS	Chris Itson	7/23/2025
Stephanie Pettry, Procurement Specialist	OSA OMIS	Stephanie Pettry	7/23/2025
MARK A. WAID, MBA Director of Operations	OSA OMIS	Mark A. Waid	7/24/25
Malena Harding Asst 2	OSA OMIS	Malena Harding	7/24/25
Heather White Procurement Specialist, Senior	OSA/Purchasing	Heather White	7/24/2025



Harding, Malena &lt;malena.harding@wv.gov&gt;

**Re: Auto insurance question**

1 message

**Duke, Melody A** <melody.a.duke@wv.gov>  
To: "Harding, Malena" <malena.harding@wv.gov>  
Cc: Woodrow B White <woodrow.b.white@wv.gov>

Mon, May 12, 2025 at 7:13 AM

Malena, the waiver is not a BRIM requirement. I would seek guidance from Purchasing or the Auditor's Office. Should the vendor not be on site, you all can waive the auto insurance. I have copied Woodrow White from BRIM as he will be your point of contact going forward.

*Melody Duke***Finance Director****Department of Administration****304-414-9040****Acting Executive Director****WV Board of Risk and Insurance Management****1124 Smith Street, Suite 4300****Charleston, WV 25301****Melody.A.Duke@wv.gov****Phone: 304-766-2646 Ext. 20230****Direct Dial: 304-352-0230****Fax: 304-558-6004****Toll Free: 800-345-4669**

On Sat, May 10, 2025 at 11:28 AM Harding, Malena <malena.harding@wv.gov> wrote:  
Hi Melody!

Could you please clarify for us if we need to ask for BRIM waivers for auto insurance for software vendors?

The vendors will not be shipping a product but providing licenses or cloud hosting and support.

**Malena Harding**

Deputy Director of Procurement and Administrative Operations  
Office of Shared Administration - Management Information Services (MIS)

West Virginia Departments of Health, Health Facilities, and Human Services

One Davis Square, Suite 200, Charleston, West Virginia 25301-1785

Office : (304) 558-5640 | Cell : 304-941-9188 | <https://www.wvdhhr.org/mis/>



**"Focus on what you can do, not what you can't."**



Harding, Malena &lt;malena.harding@wv.gov&gt;

**Re: APO MIS26\*1 budget errors - emergency purchase - tableau**

1 message

Wilcox, Starlah A &lt;starlah.a.wilcox@wv.gov&gt;

To: "Lewis, Brandon S" &lt;brandon.s.lewis@wv.gov&gt;

Cc: "Buckner, Tara L" &lt;tara.l.buckner@wv.gov&gt;, "Waid, Mark A" &lt;mark.a.waid@wv.gov&gt;, Andrew M Neely &lt;andrew.m.neely@wv.gov&gt;, Morgan L McLane &lt;morgan.l.mclane@wv.gov&gt;, Samant

So to utilize the EDS APD, the funding would be:

Fund 5362  
Dept 0511  
Unit 2680  
Appr 09900

No detail accounting.

On Tue, Jul 22, 2025 at 4:16 PM Lewis, Brandon S &lt;brandon.s.lewis@wv.gov&gt; wrote:

So it is currently included in the EDS APD with the match coming from BPH. Maybe BMS, could be the fill gap on the match until this is resolved.

Brandon Lewis  
Chief of Technology and Information Systems  
Office of Cabinet Secretary  
WV Department of Human Services

On Tue, Jul 22, 2025, 16:11 Buckner, Tara L &lt;tara.l.buckner@wv.gov&gt; wrote:

We can use another source temporarily. However, we have been looking and we don't have one source available. Is there a reason this isn't being allocated? It might make it easier to f

On Tue, Jul 22, 2025 at 8:59 AM Lewis, Brandon S &lt;brandon.s.lewis@wv.gov&gt; wrote:

@Starlah A Wilcox and @Tara L Buckner - this is a priority for Secretary Mayer. Is Mark's proposal feasible? I need this contract awarded, like yesterday ;)



**Brandon Lewis**  
Chief of Technology and Information Systems  
Office of Cabinet Secretary  
West Virginia Department of Human Services

DISCLAIMER: The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If you have received this communication in error, please notify the Office of Cabinet Secretary, West Virginia Department of Human Services, One Davis Square, Suite 100, Charleston, WV 25301, Tele

On Tue, Jul 22, 2025 at 8:31 AM Waid, Mark A &lt;mark.a.waid@wv.gov&gt; wrote:

All:

We have received approval for an emergency purchase of Tableau, which is set to expire within the next 8-9 days. However, budget constraints outlined in the attached email chain :

To proceed within the limited timeframe, we respectfully request that the program consider providing alternate funding so we can encumber and finalize the contract immediately. Giv

As a potential solution, could Finance issue an accounting adjustment post-award to reallocate funds from the grant program and credit the alternate funding source?

Your prompt attention to this matter is greatly appreciated.

**Mark A. Waid, MBA****Director of Operations**

OMIS - Office of Shared Administration

West Virginia Departments of Health, Health Facilities, &amp; Human Services

321 Capitol Street

One Davis Square, Suite 200

Charleston, WV 25301

P: 304.558.5879

C: 681.553.9819

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On Mon, Jul 21, 2025 at 12:34 PM Waid, Mark A &lt;mark.a.waid@wv.gov&gt; wrote:

Please see below regarding budget shortfall with Tableau purchase.

**Mark A. Waid, MBA****Director of Operations**

OMIS - Office of Shared Administration

West Virginia Departments of Health, Health Facilities, &amp; Human Services

321 Capitol Street

One Davis Square, Suite 200

Charleston, WV 25301

P: 304.558.5879

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----- Forwarded message -----

From: **Harding, Malena** <malena.harding@wv.gov>  
 Date: Mon, Jul 21, 2025 at 12:20 PM  
 Subject: Fwd: APO MIS26\*1 budget errors - emergency purchase - tableau  
 To: Mark A Waid <mark.a.waid@wv.gov>

----- Forwarded message -----

From: **Ballard, Shayne A** <shayne.a.ballard@wv.gov>  
 Date: Mon, Jul 21, 2025 at 12:16 PM  
 Subject: Re: APO MIS26\*1 budget errors - emergency purchase - tableau  
 To: Bailey, Derek A <derek.a.bailey@wv.gov>  
 Cc: Harding, Malena <malena.harding@wv.gov>, Larry E Easter <larry.e.easter@wv.gov>, Mariana J Lagos <mariana.j.lagos@wv.gov>, Amie L Yeager <amie.l.yeager@wv.gov>, Laura Quinnelly <laura.quinnelly@wv.gov>, Dana S Mindrescu <dana.s.mindrescu@wv.gov>, Starlah A Wilcox <starlah.a.wilcox@wv.gov>, Diana L Given <diana.l.given@wv.gov>, OSA MIS Purchasing <danny.w.thompson@wv.gov>

Hello,

We are still awaiting approval from the CDC to carry over the unobligated balance from SPFC EY2024 to EY2025. In order to pay this invoice before approval of the carry over, we need EY2025.

Please advise.

Thanks,

Shayne

On Mon, Jul 21, 2025 at 11:58 AM Bailey, Derek A <derek.a.bailey@wv.gov> wrote:  
 Adding Grants.

Grants,  
 Can you please assist with the error?

SPF F CE EY2025, \$499,289.36

Thanks,  
 Derek

On Mon, Jul 21, 2025 at 11:41 AM Harding, Malena <malena.harding@wv.gov> wrote:

Severity	Component	Line Number	Override	Message
Error	BUD_STRU_95_LVL_4	<u>VEND Line 1 COMM Line 4 ACTG Line 1 PSTNG Line 1</u>	( Req. : 2 Avail. : 0 )	Grants/Projects budg
Error	BUD_STRU_95_LVL_4	<u>VEND Line 1 COMM Line 3 ACTG Line 1 PSTNG Line 1</u>	( Req. : 2 Avail. : 0 )	Grants/Projects budg
Error	BUD_STRU_95_LVL_4	<u>VEND Line 1 COMM Line 5 ACTG Line 1 PSTNG Line 1</u>	( Req. : 2 Avail. : 0 )	Grants/Projects budg
Error	BUD_STRU_95_LVL_4	<u>VEND Line 1 COMM Line 2 ACTG Line 1 PSTNG Line 1</u>	( Req. : 2 Avail. : 0 )	Grants/Projects budg
Error	BUD_STRU_95_LVL_4	<u>VEND Line 1 COMM Line 1 ACTG Line 1 PSTNG Line 1</u>	( Req. : 2 Avail. : 0 )	Grants/Projects budg

We were provided with the attached funding source.

#### Malena Harding

Deputy Director of Procurement & Administrative Operations  
 For the Office of Management Information Services (MIS)

West Virginia Departments of Health, Human Services and Health Facilities

Office of Shared Administration - One Davis Square, Suite 200, Charleston, West Virginia 25301-1785

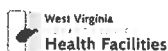
Office : (304) 558-5640 | Cell : 304-941-9188 | <https://www.wvdhhr.org/mis/>



"Focus on what you can do, not what you can't."



Starlah Wilcox  
 Chief Budget Officer



7/23/25, 10:33 AM

State of West Virginia Mail - Re: APO MIS26\*1 budget errors - emergency purchase - tableau

West Virginia Departments of Health, Health Facilities, and Human Services

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THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

July 21, 2025

State of WV  
1 DAVIS SQ STE 200  
CHARLESTON WV 25301

### Account Information:

Policy Holder Details :	CARAHSOFT TECHNOLOGY CORP
-------------------------	---------------------------



### Contact Us

#### Need Help?

Chat online or call us at  
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AUTO DATA PROCESSING INS AGCYINC 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	<b>CONTACT NAME:</b>		
	<b>PHONE</b> (800) 524-7024 (A/C, No, Ext):	<b>FAX</b> (800) 524-4013 (A/C, No):	
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	<b>INSURER A:</b> Hartford Fire and Its P&C Affiliates		<b>NAIC#</b> 00914
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
							AGGREGATE
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

## CERTIFICATE HOLDER

State of WV  
1 DAVIS SQ STE 200  
CHARLESTON WV 25301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan L. Castaneda*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2025

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Marsh & McLennan Agency LLC  
1751 Pinnacle Drive, Suite 1800  
McLean VA 22102

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): 800-274-0268  
FAX  
(A/C, No):  
E-MAIL  
ADDRESS: macertificates@marshmma.com

INSURED  
Carahsoft Technology Corp.  
FedResults, Inc.  
11493 Sunset Hills Road  
Suite 100  
Reston VA 20190

CARAHITECH

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : Endurance Assurance Corporation	11551
INSURER C : National Union Fire Ins Co PittsburghPA	19445
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:** 1034814382**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0651059	4/19/2025	4/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Tech Prof & Cyber Liab Crime			NRO30043701401 012177592	4/19/2025 4/19/2025	4/19/2026 4/19/2026	\$10,000,000 Limit \$5,000,000 Limit \$1,000,000 Ded \$50,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of WV  
One Davis Square Suite 200  
Charleston WV 25301

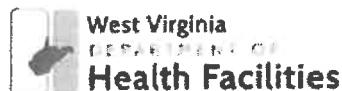
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Arvin Singh, EdD,  
MBA, MPH, MS, FACHE  
DH Cabinet Secretary



Michael J. Caruso  
DHF Cabinet Secretary



Alex J. Mayer, MSA, PMP  
DoHS Cabinet Secretary

STATE OF WEST VIRGINIA  
DEPARTMENTS OF HEALTH, HEALTH FACILITIES, AND HUMAN SERVICES

Office of Shared Administration  
Tara L. Buckner Chief Financial Officer

**To:** Mark Waid, Director of Operations  
OMIS, Office of Shared Administration

**From:** Tara L. Buckner, CFO   
Central Finance, Office of Shared Administration

**Date:** May 20, 2025

**Re:** Tableau Solicitation

This memo is to certify that funds are available for the Tableau solicitation.

The funding source is as follows:

8802-0506-2975-13000                      SPFC F CE EY2025

The estimated cost is \$500,000.



Vendor/Customer

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 00000195808	CARASOFT TECHNOLOGY CORP		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last Attachments

Save Undo Delete Insert Copy Paste Search

## ▼ General Info

Vendor/Customer : 00000195808	Restrict Use by Department :
Legal Name : CARASOFT TECHNOLOGY	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : Active	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : Inactive	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VBS Access : No
Last Name :	Discontinue - No New Business :
Company Name : CARASOFT TECHNOLOGY	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date :
	W-8 Received :
	W-8 Received Date :
	Accepts Credit Cards :
	Active From : 12/08/2004
	Active To :
	Last Usage Date : 07/21/2025
	Department :
	Unit :

## ▼ Headquarters

Headquarters Account : Yes	Web Address http:// :
Headquarters Account Code : 000000195808	Catalog DUNS :
Headquarters Account Legal Name : CARASOFT TECHNOLOGY	Catalog Extended DUNS :
Franchise Account :	Catalog Unique Entity Identifier :
	Taxpayer ID Number : *****6683
	Taxpayer ID Number Type : EIN

## ▼ Organization

Organization Type : Company	1099 Indicator : No
1099 Classification : Corporation	1042-S Indicator :
Foreign Ownership Interest :	Taxpayer ID Number : 522189693
1042-S Ch. 3 Recipient Code :	Taxpayer ID Number Type : EIN
1042-S Ch. 4 Status Code :	Detailed TIN Type :
Number of Employees :	Foreign Tax ID :
Merchant ID :	GIIN :
Sex :	1042-S Recipient Account Number :
Date of Birth :	W-8 Form :
Marital Status :	Tax Profile : NOTAX
Annual Income :	Tax Profile Name : No Tax
IRS Country of Residence :	EBIC Number :
IRS Country Sub Code :	IAEC Number :
Contract Withholding Exempt :	Web Address http:// :
National Provider ID :	Employee ID :
Assigning Authority :	Employee Status :
CAGE Code :	Supplier Shared Secret :
Permanent Staffed Office In State :	

## ▼ Disbursement Options

Category : DIRC	Hold Payment :
Description : Direct Payments	Hold Payment Authorized By :
Default Type : Check	Hold Payment Authorized On :
Default Priority : 99	Hold Reason :
Default Format : REG	
Default Format Description :	Prevent New Spending :
Scheduled Payment Day :	Prevent New Orders : Not Active
Single Payment Indicator :	Third Party Code :
Name on Check : Legal Name	Third Party Name :
Eligible for VCA Payments :	Third Party Approved By :
VCA Effective From Date :	Third Party Approved On :
VCA Effective To Date :	
VCA Primary Email :	
VCA Secondary Email :	

VCA Comments :

Third Party Reason :

Always Infer Third Party Vendor :

Third Party Address ID :

## ▼ Prenote/EFT

Generate EFT Payment :	EFT Format :
ABA Number :	EFT Format Description :
Bank Name :	EFT Status : N/A
Account Type :	Last Status Change :
Account Number :	EFT Status Description :
Routing ID Number :	
Bank Phone Number :	
Prenote Requested Date :	Prenote Return Reason Explanation :
Prenote Return Reason :	
Prenote Return Reason Message :	
Foreign Correspondent Bank Name :	W-9 Mailing Date :
Foreign Correspondent Bank Branch Country Code :	W-9 Response Date : 01/19/2018
Account Number Linkage to Provider Identifier :	
Reason for Submission :	

## ▼ Remittance Advice

Remittance Advice Required :
Remittance Advice Format :
Remittance Advice Format Description :
Remittance Advice Transmission Mode :

## ▼ Vendor Terms

Number of Days 1 :	Number of Days 3 :
Discount Percent 1 :	Discount Percent 3 :
Discount Always 1 :	Discount Always 3 :
Number of Days 2 :	Number of Days 4 :
Discount Percent 2 :	Discount Percent 4 :
Discount Always 2 :	Discount Always 4 :

## ▼ Accounts Receivable

Default Receipt Type :	Bill Headquarters :
Default Billing Profile :	Bankruptcy :
Cost Accounting Funding Type :	Central Statement BPRO :
Credit/Debit Card Type :	Central Statement Billing Location :
Credit/Debit Card Number :	Central Statement Address ID :
Name on Card :	Suppress Central Statement :
Credit/Debit Card Expiration Month :	Suppress Central Past Due Statement :
Credit/Debit Card Expiration Year :	

## ▼ eMALL

DUNS : 088365767	Preferred Ordering Method :
Extended DUNS :	Pcard Acceptance Level :
Unique Entity Identifier :	Create Certification Document :
Internet Catalog :	Vendor Preference Level : 99
VSS Registered :	

## ▼ Location Information

*Verify My Locations by :	Create My Own
Vendor Verification Based On :	Migrated vendor accounts here
Vendor Verification Password :	
Send Activation Password :	
Activation Email Address :	
Activation Code :	
Confirm Activation Code :	
Requestor Name :	
Requestor Phone Number :	
Confirm Verifications :	

## ► Fee and Vendor Compliance Holds

Fee Exempt :	Tax Clearance :
Registration Application Date : 02/18/2025	Unemployment Insurance :
Registration Effective Date : 02/27/2025	Worker's Compensation :
Registration Expiration Date : 02/27/2026	Secretary of State Registration :
Pre-Registration Code :	Federal Debarred :

## ► Executive Compensation

## ▼ Additional Information

Miscellaneous Field 1 :	Miscellaneous Flag 1 :
Miscellaneous Field 2 :	Miscellaneous Flag 2 :
Miscellaneous Field 3 :	Miscellaneous Flag 3 :
Miscellaneous Field 4 :	
Miscellaneous Field 5 :	
Miscellaneous Field 6 :	



Miscellaneous Field 7 :

## ▼ Travel

Traveler :

Travel Policy : 

Allow Traveler Advances :

PCard ID : 

## ▼ Change Management

Created By : conversion

Last Modified By : batch

Conversion User

Batch User

Created On : 09/03/2014

Last Modified On : 05/16/2024

Last Approved By : kirktr2

Comments : REMOVE PNO/PD ONLINE 2/28/2024

Trent G Kirk

Last Approved On : 05/16/2024

Date Registered : 06/03/2014

[Top](#)CREATE DOCUMENT> [Create New Record](#) [Modify Existing Record](#)UPDATE> [Headquarters](#) [Add 1099 Information Entry](#) [Add 1042-S Reporting Information Entry](#) [Vendor Business Types By Commodity](#)SEARCH BY> [Master Contacts](#) [Master Addresses](#) [Vendor Commodity](#) [Vendor Addresses](#) [Vendor Business Types](#) [Vendor Service Areas](#) [VCM Query](#) [Historical Vendor Information](#)[Vendor Transaction History](#)

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## West Virginia Secretary of State — Online Data Services

### Business and Licensing

Online Data Services Help

### Business Organization Detail

**NOTICE:** The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

### CARAHSOFT TECHNOLOGY CORP.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	7/24/2012		7/24/2012	Foreign	Profit			

Organization Information			
Business Purpose	5182 - Information - Data Processing, Hosting, and Related Services - Data Processing, Hosting and Related Services		Capital Stock
Charter County		Control Number	99W0J
Charter State	MD	Excess Acres	
At Will Term		Member Managed	
At Will Term Years		Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

**Addresses**

Type	Address
<b>Mailing Address</b>	11493 SUNSET HILLS RD SUITE 100 RESTON, VA, 20190
<b>Notice of Process Address</b>	COLBY BENDER 11493 SUNSET HILLS RD SUITE 100 RESTON, VA, 20190
<b>Principal Office Address</b>	11493 SUNSET HILLS RD SUITE 100 RESTON, VA, 20190 USA
Type	Address

**Officers**

Type	Name/Address
<b>Director</b>	KRISTINA SMITH 1860 MICHAEL FARADAY DR SUITE 100 RESTON, VA, 20190
<b>President</b>	CRAIG P ABOD 1860 MICHAEL FARADAY DR SUITE 100 RESTON, VA, 20190
<b>Vice-President</b>	ROBERT MOORE 1860 MICHAEL FARADAY DR SUITE 100 RESTON, VA, 20190
Type	Name/Address

**Annual Reports**

Filed For
2025
2024
2023
2022
2021
2020
2019

2018
2017x
2017
2016
2015
2014
<b>Date filed</b>

For more information, please contact the Secretary of State's Office at 304-558-8000.

Monday, July 21, 2025 — 10:49 AM

© 2025 State of West Virginia



## DEBARRED AND SUSPENDED VENDOR LIST

[WV.gov](#) | [Administration](#) | [Purchasing](#) | Debarred and  
Suspended Vendor Lists

[A++](#) | [A](#) |  
[A--](#)

[Translate](#) (Must switch browser to Chrome or  
Firefox)

[Select Language](#) | ▼

Pursuant to *West Virginia Code* §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name	Vendor Address	Debarment Date	Debarment Period	Debarment Scope
<b>Andrew P. Nichols</b>	732 Nursery Lane Lesage, WV 25537 <b>OR</b> RR 1, 407H Lesage, WV 25537	October 13, 2017; updated April 29, 2022	Permanent	All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities.
<b>Arapaho Communications LP</b>	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
<b>Arapaho Communications Management LLC</b>	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
<b>Arapaho Pipe &amp; Supply LP</b>	840-A Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
<b>Backwoods Trucking</b>	P.O. Box 394 Raysal, WV 24879  90480 Jamie Drive	April 20, 2021	Permanent	All Commodities and Services

	Bradshaw, WV 24817			
<b>Bayliss &amp; Ramey, Inc.</b>	145 Vaughan Drive Fraziers Bottom, WV 25082	September 28, 2017	Permanent	All Commodities and Services
<b>Bruce E. Kenney, III</b>	916 Vikingfield TE Chesapeake, VA 23322	October 13, 2017	Permanent	All Commodities and Services
<b>Clark A. Diehl</b>	P.O. Box 20003 Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services
<b>Courtney Bowman</b>	PO Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
<b>Daniel R. Dennis, III</b>	1800 Huger Street Columbia, SC 29201	October 13, 2017	Permanent	All Commodities and Services
<b>Dennis Corporation</b>	1800 Huger Street Columbia, SC 29201	September 28, 2017	Permanent	All Commodities and Services
<b>Deniz Erdinc</b>	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
<b>Gerry E. Barton</b>	Route 1, Box 185 Valls creek, WV 24815	February 23, 2011	Permanent	All Commodities and Services
<b>Jack M. Kidd</b>	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services

<b>James Travis Miller</b>	65 Summit Ridge Road Hurricane, WV 25526	October 13, 2017	Permanent	All Commodities and Services
<b>John Derek Riffe</b>	P.O. Box 262 Raysal, WV 24879 <b>OR</b> Rt. 83 701 Raysal, WV 24879	August 18, 2021	Permanent	All Commodities and Services
<b>Joyce Matney</b>	P.O. Box 262 Raysal, WV 24879  Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
<b>KGH Development Inc.</b>	840 Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
<b>Lighthouse Sourcing Solutions, LLC</b>	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
<b>Mark Rudolph Whitt</b>	380 Cannery Lane Winfield, WV 25213	October 13, 2017	Permanent	All Commodities and Services
<b>May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.</b>	1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services
<b>Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.</b>	17326 Edwards Road Ste. A207 Cerritos, CA 90703  1919 NW 137th Way Pembroke Pines, FL 33028	September 8, 2022	Permanent	All Commodities and Services

<b>Mountaineer Trucking</b>	P.O. Box 262 Raysal, WV 24879  Rt. 83 701 Raysal, WV 24879	July 29, 2021	Permanent	All Commodities and Services
<b>Nancy Kennedy</b>	P.O. Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817	April 20, 2021	Permanent	All Commodities and Services
<b>Planet Cellular Inc.</b>	13909 Bettencourt St. Cerritos, CA 90703	September 8, 2022	Permanent	All Commodities and Services
<b>RNCR Trucking</b>	PO Box 394 Raysal, WV 24879  90480 Jamie Drive Bradshaw, WV 24817	June 1, 2021	Permanent	All Commodities and Services
<b>Russel Radach</b>	580 Broadway St., Unit 202A Laguna Beach, CA 92651	August 5, 2019	Permanent	All Commodities and Services
<b>Steven Hull</b>	P.O. Box 434 Jane Lew, WV 26378	September 14, 2018	Permanent	All Commodities and Services
<b>VMK/JMK Investment Holding LLC</b>	400 Willow Glen Drive El Paso, TX 79922	June 10, 2022	Permanent	All Commodities and Services
<b>Wallpapers In Stock, Inc.</b>	1600 Kanawha Boulevard, West Charleston, WV 25362	January 6, 2012	Permanent	All Commodities and Services



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## Entity Information

# CARAHSOFT TECHNOLOGY CORP

Active Registration

Unique Entity ID

**DT8KJHZXVJH5**

CAGE/NCAGE

**1P3C5**

Expiration Date

**Jul 17, 2026**

Physical Address

**11493 Sunset Hills RD****STE 100****Reston, Virginia****20190-5230, United States**

Mailing Address

**11493 Sunset Hills Road****Reston, Virginia****20190-5328, United States**

Purpose of Registration

**All Awards**

Version

Current Record

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Spitzer, Melissa S <melissa.s.spitzer@wv.gov>

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## Approved Agency Purchase Order (APO) MIS26\*01 - Tableau Products - Quote #57957309

1 message

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**Spitzer, Melissa S** <melissa.s.spitzer@wv.gov>

Fri, Jul 25, 2025 at 3:57 PM

To: "Sheila.Camden@Carahsoft.com" <sheila.camden@carahsoft.com>, OSA MIS Purchasing <osamispurchasing@wv.gov>

Cc: Bryan D Rosen <bryan.d.rosen@wv.gov>, "Wagner, Roberta A" <roberta.a.wagner@wv.gov>, Theresa J Dorsey <theresa.j.dorsey@wv.gov>

Good afternoon,

The attached APO has been approved.

Please include: osamispurchasing@wv.gov on any correspondence pertaining to this contract.

Thank you,

--

*Melissa Spitzer*

**Name** Melissa Spitzer

Title Procurement Specialist

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

One Davis Square, Suite 100, West, Room 111

Charleston, WV 25301

P: 304-352-3930 | dhhr.wv.gov



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