



**State of West Virginia
Agency Contract**

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

Order Date: 03-09-2026

Order Number:	ACT 0511 2539 BSS2600000001 1	Procurement Folder:	1903122
Document Name:	PCG Group, Payment Tracking, Monitoring, and Processes	Reason for Modification:	
Document Description:	PCG Group, Payment Tracking, Monitoring, and Processes		
Procurement Type:	Agency Contract - Fixed Amt		
Buyer Name:	Roberta A Wagner		
Telephone:	(304) 558-0437		
Email:	roberta.a.wagner@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	02-16-2026
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	08-15-2026

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000100824	Requestor Name:	Anthony J Walizer
PUBLIC CONSULTING GROUP LLC PO BOX 845308		Requestor Phone:	(304) 356-2915
BOSTON MA 022845308 US		Requestor Email:	anthony.j.walizer@wv.gov
Vendor Contact Phone:	7043729384	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

INVOICE TO	SHIP TO
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BSS - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV 25301-3711 US	ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BSS - COMMISSIONERS OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV 25301-3711 US

Total Order Amount:	\$175,000.00
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Melissa S Spitzer
DATE: 2026-03-09
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Emergency Purchase for a targeted, phased approach to rapidly eliminate the significant backlog in provider payments while strengthening the payment processes for the long term.

Part or all of the funding for this project may be provided by Federal Dollars. The vendor must adhere to the attached Federal Funds Addendum.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80101607	0.00000		0.000000	\$40,000.00
Service From	Service To	Manufacturer		Model No	
2026-02-16	2026-08-15				

Commodity Line Description: Phase 1: Rapid Assessment

Extended Description:

Phase 1: Rapid Assessment

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	80101607	0.00000		0.000000	\$60,000.00
Service From	Service To	Manufacturer		Model No	
2026-02-16	2026-08-15				

Commodity Line Description: Phase 2: Backlog Reduction and Processing Support

Extended Description:

Phase 2: Backlog Reduction and Processing Support

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	80101607	0.00000		0.000000	\$75,000.00
Service From	Service To	Manufacturer		Model No	
2026-02-16	2026-08-15				

Commodity Line Description: Phase 3: Process Improvement and Sustainability

Extended Description:

Phase 3: Process Improvement and Sustainability

WV BSS is facing a significant backlog in provider and staff payments. Timely and accurate payments are critical to service continuity, maintaining provider trust, and supporting compliance with federal and state regulations. PCG proposes a targeted, phased approach to rapidly eliminate the backlog while strengthening WV BSS's payment processes for the long term.

APPROACH AND COST

Pre-Engagement Information Gathering

PCG will meet with BSS project sponsors to clarify the scope and refine the initial approach, including:

- Backlog period and volume
- The number of payments involved
- PCG's role in preparation versus payment submission
- Invoice intake methods; required system access
- Key points of contact; individuals or groups to meet with during Phase 1
- Any procedures or documents available for review in advance

Goal: Set up this virtual 1 hour/90-minute meeting by the first week of February 2026.

Deliverable: Final scope of work, budget and timelines for BSS approval.

Cost: \$0.

Phase 1: Rapid Assessment

Once our scope of work is clearly defined, PCG will facilitate a structured and collaborative kickoff meeting so that all stakeholders begin the project with shared expectations, clarity, and alignment. We will outline PCG's step-by-step approach, including assessment activities, backlog processing support, and process improvement strategies as well as project timelines, highlighting major milestones, and discuss expected deliverables for each phase. The kickoff meeting and associated materials will provide an opportunity to confirm our understanding of the project goals, key deliverables and timelines and get feedback from BSS that may require adjustments to the plan. The goal of this discussion is for everyone to understand the sequence of activities and the pace of the engagement. PCG will outline our communication cadence, including weekly check-ins, status reporting, data and documentation needs, and approaches for surfacing risks or challenges.

We plan to have this meeting convened virtually as soon as the contract is awarded.

Next, PCG will conduct an on-site focused assessment to understand the scope, root causes, and process gaps contributing to the backlog. Key activities include:

- Reviewing current payment workflows, staffing, and systems
- Analyzing payment data to quantify the backlog
- Identifying bottlenecks, risks, and compliance concerns
- Engaging stakeholders to gather insights and build alignment

At the end of the discovery phase, we will regroup with BSS to determine if any further changes are needed to phase 2 and 3 to better align tasks and goals.

Estimated Timeline: 2 weeks with the goal to start early February. (3-day onsite review with virtual follow-ups as needed)

Deliverable: Project management plan and Phase 1 report, including: backlog assessment summary, high-level as-is process mapping and recommendations for how PCG will prioritize resolving the backlog.

Cost: \$40,000 for 3 people to be onsite for 3 full days including travel, follow-up, and drafting Phase 1 report. During Phase 1, we will identify any findings that will impact the level of effort anticipated to clear the backlog.

Phase 2: Backlog Reduction and Processing Support

PCG will deploy an experienced team to partner with BSS staff to rapidly review, validate, and process pending payments. Support may include:

- Case-level review and verification
- Payment tracking and quality assurance
- Daily/weekly reporting to maintain transparency
- Coordination with finance, IT, and programming teams

Estimated Timeline: 2 Weeks

Goal: Clear the backlog quickly while ensuring accuracy and compliance.

Cost: \$60,000 for 3 people onsite for 6 full days over a two-week period (e.g., Tuesday-Thursday) plus travel and meetings.

Phase 3: Process Improvement and Sustainability

To prevent future backlogs, PCG will help the BSS strengthen its end-to-end payment process. This includes:

- Streamlining workflows and approvals
- Creating/Enhancing performance metrics and dashboards
- Identifying technology or automation opportunities
- Drafting standard operating procedures and training staff

Estimated Timeline: 3 Months, including time for BSS review of deliverables.

Deliverable: A sustainable payment process improvement plan.

Cost: \$75,000, based on drafting/revising SOPs, training staff, and implementing Power BI solutions for tracking and monitoring.

PCG is prepared to help BSS quickly eliminate its payment backlog while building a more efficient, reliable, and sustainable payment process for the future. We welcome the opportunity to partner on this high-priority effort.

STAFFING

The core team that will be working on this engagement will do the work on site and virtually.

Project Sponsors

- **Beth Maxcy**, Manager, will serve as the Engagement Manager. For 20 years, Beth has supported child welfare and human services agencies nationwide with fiscal and policy solutions that improve outcomes for children, youth, and families. She provides financial consulting, strategic planning, project management, and sustainable change services across multiple states. Beth is currently working with West Virginia BSS to identify revenue-enhancement and compliance opportunities.
- **Kate Smith**, Senior Consultant, will serve as the Project Manager. Kate has over 10 years of experience advising child welfare and youth-serving agencies nationwide. She recently led development of Colorado's child welfare funding model, managing stakeholder engagement with county leaders and presenting findings.

Project Support

- **Travis Robinson**, Associate Manager, will serve as a Technical Advisor. Travis brings over 18 years of experience working with state and local government and extensive expertise in the management and administration of human services programs, specifically child welfare, juvenile justice, and behavioral health. His expertise also includes expansive federal grant administration and compliance regarding programs funded through the U.S. Department of Health and Human Services.
- **Tim DeBarr**, Software Engineer Manager, has more than 10 years of experience in data collection and report development related to Human Services. **Prior to PCG, Tim served as the Director of Data Management and Analytics for the West Virginia Department of Health and Human Resources.** Tim has extensive experience working with large data sets and producing reports that meet federal requirements. At PCG, he led development teams building application processing



and payment solutions for child and family services clients. Tim is a Power BI subject matter expert and holds a Microsoft Power Platform Fundamentals certification.

- **Kim Tucker**, Certified Public Accountant with 30 years of financial consulting and management experience in human services and health care. Kim has developed processes and tools for internal controls, operational and compliance monitoring, Medicaid claiming, and adherence to OMB Cost Principles and HIPAA. She also supports clients in preparing financial reports for submission to state agencies.
- **Timesha Morgan**, Consultant who recently joined PCG, previously at Deloitte. Managed and reconciled USAF financial ledger data across a \$1B DoD portfolio, ensuring accuracy and audit readiness. Built Excel-based models for variance analysis, reconciliations, and forecasting, reducing discrepancies by 20%. Prepared audit documentation and executive reports, streamlining control testing and KPI processes to cut audit cycle times by 10%.

Signature:

A handwritten signature in black ink, appearing to read 'Kathleen Fallon', written over a horizontal line.

Kathleen Fallon, Practice Area Director

February 26, 2026

Date:

**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 Award _____ and the initial contract term extends until 6 Months.

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 Zero (0) 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: \$1,000,000.00 _____ per occurrence.

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

18. CANCELLATION: The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

20A. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

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.

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.

Beth Maxcy, Manager

(Printed Name and Title)

148 State Street, 10th Floor, Boston, MA 02109

(Address)

Phone: (617) 717-1136 Fax: (617) 426-4632

(Phone Number) / (Fax Number)

bmaxcy@pcgus.com

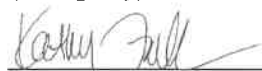
(E-mail address)

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

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Public Consulting Group LLC

(Company)



(Signature of Authorized Representative)

Kathleen Fallon, Practice Area Director

(Printed Name and Title of Authorized Representative)

2/26/2026

(Date)

Phone: (617) 717-1274 Fax: (617) 426-4632

(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

By: Tony Walizer

Printed Name: Tony Walizer

Title: BSS Purchasing Director

Date: 02/26/2026

Vendor Name:

By: Kathleen Fallon

Printed Name: Kathleen Fallon

Title: Practice Area Director

Date: 2/26/2026

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

End of Document

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Government Works.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2026

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 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 USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102775406--ALL-25-26	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER D : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : ACE American Insurance Company	22667	INSURER D : N/A	N/A	INSURER E :		INSURER F :
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INSURER D : N/A	N/A													
INSURER E :														
INSURER F :														
INSURED Public Consulting Group LLC 148 State St, Fl 10 Boston, MA 02109														

COVERAGES **CERTIFICATE NUMBER:** NYC-012558286-01 **REVISION NUMBER:** 1

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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3585-50-36 BOS	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(25)7354-04-40	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	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	(26)7172-48-11	04/01/2025	04/01/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

Bureau for Social Services 350 Capitol Street 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 <i>Marsh USA LLC</i>
--	---

The emergency circumstances prompting this request stem from ongoing challenges with learning and entering documents into PATH and navigating its related processes. These difficulties have been compounded by staffing shortages and turnover, which have limited our ability to address the issue in a timely manner. Although this has been an underlying concern for some time, it was only recently brought to our attention that the impact is more significant than previously understood. As a result, providers are not receiving payments promptly, creating unnecessary financial hardships and operational strain. Many providers operate with limited administrative capacity and tight cash flow, so even minor delays disrupt their ability to cover essential expenses such as payroll, rent, utilities, and service delivery costs. In some cases, providers have had to pause services, reallocate internal resources, or absorb unexpected financial burdens while waiting for payments to process. This not only affects their organizational stability but also impacts the individuals and families they serve, which directly affects the children in our care, as providers may be forced to limit availability or delay appointments until payment issues are resolved.

Given the urgency of these circumstances, **PCG** was selected as the vendor because they are uniquely positioned to begin work immediately and mitigate further disruption. PCG already has extensive familiarity with our systems, processes, and program requirements through existing contracts, which eliminates the onboarding and training time that would be required for any other vendor. Engaging additional or alternative vendors would introduce delays that we cannot accommodate without worsening payment backlogs and increasing the financial strain on providers. Selecting PCG ensures continuity, minimizes administrative burden, and allows corrective actions to be implemented as quickly and efficiently as possible to stabilize provider payments and protect service availability for the children and families who rely on them.



ERIC L. HOUSEHOLDER
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SAMANTHA WILLIS
PURCHASING DIRECTOR

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

3/19/2025

Date

[Signature]

Cabinet Secretary/Department Head

3/24/25

Date

Governor's Office Representative

Date



Walizer, Anthony J <anthony.j.walizer@wv.gov>

Fwd: WV45 Emergency Purchase Request

2 messages

Price, Robert L <robert.l.price@wv.gov>

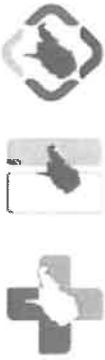
To: "Walizer, Anthony J" <anthony.j.walizer@wv.gov>

Cc: Bryan D Rosen <bryan.d.rosen@wv.gov>

Tue, Feb 17, 2026 at 11:13 AM

Tony,

Your emergency purchase request has been approved.



Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and 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 the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the Office of Shared Administration, One Davis Square Charleston, WV 25301, Telephone 304.957.0218 and discard this communication immediately without making any copy or distribution.

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

From: **Whittaker, Frank M** <frank.m.whittaker@wv.gov>

Date: Fri, Feb 13, 2026 at 4:00 PM

Subject: Re: WV45 Emergency Purchase Request

To: Rosen, Bryan D <bryan.d.rosen@wv.gov>

Cc: Samantha L Willis <samantha.l.willis@wv.gov>, Wagner, Roberta A <roberta.a.wagner@wv.gov>, Price, Robert L <robert.l.price@wv.gov>, Husted, Crystal G <crystal.g.husted@wv.gov>, Alisha S Pettit <alisha.s.pettit@wv.gov>, Greg Clay <gregory.c.clay@wv.gov>

Bryan,

Your emergency request to obtain a 6 month contract to contract with a vendor to assist the agency with the backlog of provider and vendor and payments. Please follow all emergency procedures outlined in the Purchasing Division Procedures Handbook and return the completed contract and all supporting documentation to this office within 30 days of this approval for public posting.

Frank

On Thu, Feb 12, 2026 at 8:31 AM Rosen, Bryan D <bryan.d.rosen@wv.gov> wrote:

Director Willis, please see the attached emergency purchase request. The Bureau is asking for approval of a 6 month \$175,000 emergency contract for a vendor to help relieve a backlog in vendor payments.

If you need any additional information please let me know.

Bryan

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

From: **Walizer, Anthony J** <anthony.j.walizer@wv.gov>

Date: Tue, Feb 10, 2026 at 11:17 AM

Subject: WV45 Emergency Purchase Request

To: Bryan D Rosen <bryan.d.rosen@wv.gov>

Hi Bryon!

Lorie mentioned that she has already spoken with you about this. WV45 is attached—this is a request for an emergency purchase approval to help address our provider payment backlog. Please let me know if you need anything else at this time.

Thank You!

Tony



Tony Walizer, WVPBC, WVPAC

Director of Purchasing

Bureau for Social Services

Commissioner's Office

West Virginia Department of Human Services

350 Capitol Street Room 730

Charleston, WV 25301

dhhr.wv.gov

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 **WV45 Emergency Purchase Request.pdf**
269K

Walizer, Anthony J <anthony.j.walizer@wv.gov>
Draft

Tue, Feb 17, 2026 at 2:48 PM

[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]
[Quoted text hidden]

Bryan

[Quoted text hidden]

Hi Bryan!

[Quoted text hidden]

 **WV45 Emergency Purchase Request.pdf**
269K



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 [ACT BSS26*1 PF1903122]

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
Tony Walizer BSS Purchasing Director	Bureau for Social Services		02/11/2026



WEST VIRGINIA PURCHASING DIVISION

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 are delegated the authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to 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.)

The DoHS Bureau for Social Services is facing an urgent and growing backlog in provider and vendor payments. Immediate action is critical, as timely and accurate payments are essential to maintaining service continuity, preserving provider trust, and ensuring compliance with federal and state regulations.

Proposed remedy:

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

DoHS Bureau for Social Services needs a vendor to provide an immediate targeted, phased approach to rapidly eliminate the backlog while strengthening the bureau's payment processes for the long time.

Estimated cost:

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

\$175,000.00

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?)

6 Months



WEST VIRGINIA PURCHASING DIVISION

Emergency Purchase Request Form for Central Purchases
(Purchases Exceeding Agency's Delegated Spending Threshold)

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6 Months

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Vendor/Customer

Menu

Vendor/Customer	Legal Name	Alias/DBA	Vendor Active Status	Customer Active Status	Previous Name
✓ 000000100824	PUBLIC CONSULTING GROUP LLC		Active	Inactive	

From 1 to 1 of 1 First Prev Next Last Attachments

Save Undo Delete Insert Copy Paste Search

General Info

Vendor/Customer : 000000100824
 Legal Name : PUBLIC CONSULTING GRO
 Alias/DBA :
 Vendor Active Status : Active
 Vendor Approval Status : Complete
 Customer Active Status : Inactive
 Customer Approval Status : Incomplete
 Location Name :
 First Name :
 Middle Name :
 Last Name :
 Company Name : PUBLIC CONSULTING GRO
 Previous Name :
 Previous Street :
 Previous City :
 Previous State/Province :
 Previous Country :

Restrict Use by Department :
 Miscellaneous Account :
 Internal Account :
 Third Party Only :
 Third Party Vendor :
 Third Party Customer :
 Inventory Customer :
 Healthcare Provider :
 Never Archive :
 Restrict VSS Access : No
 Discontinue - No New Business :
 Prevent MA Reference :
 PunchOut Enabled :
 Re-PunchOut Enabled :
 Electronic Order Enabled :
 W-9 Received :
 W-9 Received Date :
 W-8 Received :
 W-8 Received Date :
 Accepts Credit Cards :
 Active From : 01/01/1999
 Active To :
 Last Usage Date : 02/20/2026
 Department :
 Unit :

Headquarters

Headquarters Account : Yes
 Headquarters Account Code : 000000100824
 Headquarters Account Legal Name : PUBLIC CONSULTING GRO
 Franchise Account :
 Web Address http:// :
 Catalog DUNS :
 Catalog Extended DUNS :
 Catalog Unique Entity Identifier :
 Taxpayer ID Number : *****2913
 Taxpayer ID Number Type : EIN

Organization

Organization Type : Company
 1099 Classification : Corporation
 Foreign Ownership Interest :
 1042-S Ch. 3 Recipient Code :
 1042-S Ch. 4 Status Code :
 Number of Employees :
 Merchant ID :
 Sex :
 Date of Birth :
 Marital Status :
 Annual Income :
 IRS Country of Residence :
 IRS Country Sub Code :

1099 Indicator : No
 1042-S Indicator :
 Taxpayer ID Number : 042942913
 Taxpayer ID Number Type : EIN
 Detailed TIN Type :
 Foreign Tax ID :
 GIIN :
 1042-S Recipient Account Number :
 W-8 Form :
 Tax Profile : NOTAX
 Tax Profile Name : No Tax
 EBIC Number :
 IAEC Number :
 Web Address http:// :

Contract Withholding Exempt :
 National Provider ID :
 Assigning Authority :
 CAGE Code :
 Permanent Staffed Office in State :

Employee ID :
 Employee Status :
 Supplier Shared Secret :

▼ Disbursement Options

Category : DIRC
 Description : Direct Payments
 Default Type : Check
 Default Priority : 99
 Default Format : REG
 Default Format Description :
 Scheduled Payment Day :
 Single Payment Indicator :
 Name on Check : Legal Name v
 Eligible for VCA Payments :
 VCA Effective From Date :
 VCA Effective To Date :
 VCA Primary Email :
 VCA Secondary Email :
 VCA Comments :

Hold Payment :
 Hold Payment Authorized By :
 Hold Payment Authorized On :
 Hold Reason :
 Prevent New Spending :
 Prevent New Orders : Not Active
 Third Party Code :
 Third Party Name :
 Third Party Approved By :
 Third Party Approved On :
 Third Party Reason :
 Always Infer Third Party Vendor :
 Third Party Address ID :

▶ Prenote/EFT

▶ Remittance Advice

▶ Vendor Terms

▶ Accounts Receivable

▶ eMALL

▶ Location Information

▶ Fee and Vendor Compliance Holds

Fee Exempt :
 Registration Application Date : 09/24/2025
 Registration Effective Date : 10/21/2025
 Registration Expiration Date : 10/21/2026
 Pre-Registration Code :
 Tax Clearance :
 Unemployment Insurance :
 Worker's Compensation :
 Secretary of State Registration :
 Federal Debarred :

▶ Executive Compensation

▶ Additional Information

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Business and Licensing

Online Data Services Help

Business Organization Detail

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PUBLIC CONSULTING GROUP LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	9/28/1994		9/28/1994	Foreign	Profit			

Organization Information			
Business Purpose	5419 - Professional, Scientific and Technical Servies - Professional, Scientific and Techincal Servies - Other Professional/Scientific/Technical Services (marketing research, public opinion polling, photographic, translation & interpretation, veterinary services)		Capital Stock
Charter County		Control Number	0
Charter State	DE	Excess Acres	0
At Will Term	A	Member Managed	MGR
At Will Term Years		Par Value	

Authorized Shares	Young Entrepreneur	Not Specified

Addresses	
Type	Address
Notice of Process Address	C. T. CORPORATION SYSTEM 1627 QUARRIER ST CHARLESTON, WV, 253112124
Principal Office Address	148 STATE STREET BOSTON, MA, 02109 USA
Principal Office Mailing Address	148 STATE STREET BOSTON, MA, 02109 USA
Type	Address

Officers	
Type	Name/Address
Manager	WILLIAM S. MOSAKOWSKI 148 STATE STREET BOSTON, MA, 02109
Manager	STEPHEN P. SKINNER 148 STATE STREET BOSTON, MA, 02109
Member	Y
Type	Name/Address

Name Changes	
Date	Old Name
2/23/2021	PUBLIC CONSULTING GROUP, INC.
Date	Old Name

Date	Amendment
2/23/2021	NAME CHANGE: FROM PUBLIC CONSULTING GROUP, INC.
Date	Amendment

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Thursday, February 26, 2026 — 3:00 PM

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DEBARRED AND SUSPENDED VENDOR LIST

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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
Andrew P. Nichols	732 Nursery Lane Lesage, WV 25537 OR 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.
Arapaho Communications LP	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Communications Management LLC	840-A Kastrin St. El Paso, TX 79907-2724	June 10, 2022	Permanent	All Commodities and Services
Arapaho Pipe & Supply LP	840-A Kastrin St. El Paso, TX 79907	June 10, 2022	Permanent	All Commodities and Services
Backwoods Trucking	P.O. Box 394 Raysal, WV 24879 90480 Jamie Drive	April 20, 2021	Permanent	All Commodities and Services

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

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

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

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