



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

State of West Virginia Master Agreement

Order Date: 01-05-2022

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

Order Number:	CMA 0313 0313 DEP2200000014 1	Procurement Folder:	970156
Document Name:	Human Resource Development	Reason for Modification:	
Document Description:	Human Resource Development	Award of CRFQ DEP2200000021	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-05-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-04-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000210891 EPIPHANY CONSULTING LLC PO BOX 9296 SOUTH CHARLESTON WV 25309 US Vendor Contact Phone: 304-556-4839 Extension:	Requestor Name: Jessica S Chambers Requestor Phone: 304-926-0499 Requestor Email: jessica.s.chambers@wv.gov																				
Discount Details:	22 FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		No	0.0000	0																	
#2		No																			
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV 25304 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: 1-7-2022
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: 1/10/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: 1-11-2022
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Epiphany Consulting LLC., agrees to enter this open end contract with the agency, The West Virginia Department of Environmental Protection, for internet based human resource related personnel assessment tools and related services for managers within the department per the specifications, terms and conditions, and the vendors submitted bid response dated 12/17/2021 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80111500			EA	200.000000
	Service From	Service To			

Commodity Line Description: 3.1.1 Profile XT or equal

Extended Description:

3.1.1 Profile XT or equal

Reference Section 3.1.1 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80111500			EA	125.000000
	Service From	Service To			

Commodity Line Description: 3.2.2 Customer Service Profile or equal

Extended Description:

3.2.2 Customer Service Profile or equal

Reference Section 3.2.2 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80111500			EA	95.000000
	Service From	Service To			

Commodity Line Description: 3.2.3 Profiles Performance Indicator or equal

Extended Description:

3.2.3 Profiles Performance Indicator or equal

Reference Section 3.2.3 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80111500			EA	350.000000
	Service From	Service To			

Commodity Line Description: 3.2.4 Checkpoint 360 or equal

Extended Description:

3.2.4 Checkpoint 360 or equal

Reference Section 3.2.4 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80111500			EA	32.000000
	Service From	Service To			

Commodity Line Description: 3.2.5 SOSII or equal

Extended Description:

3.2.5 SOSII or equal

Reference Section 3.2.5 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80111500			YR	1000.000000
	Service From	Service To			

Commodity Line Description: 3.2.6 Assessment Portal or equal

Extended Description:

3.2.6 Assessment Portal or equal

Reference Section 3.2.6 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80111500			HOUR	400.000000
	Service From	Service To			

Commodity Line Description: 3.2.7 Workshops

Extended Description:

3.2.7 Workshops

Reference Section 3.2.7 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80111500			EA	1995.000000
	Service From	Service To			

Commodity Line Description: 3.2.8 Certification of Agency Trainers

Extended Description:

3.2.8 Certification of Agency Trainers

Reference Section 3.2.8 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	80111500			EA	50.000000
	Service From	Service To			

Commodity Line Description: 3.2.9 Workplace Engagement Survey or equal

Extended Description:

3.2.9 Workplace Engagement Survey or equal

Reference Section 3.2.9 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	80111500			EA	50.000000
	Service From	Service To			

Commodity Line Description: 3.2.10 Skills Test or equal

Extended Description:

3.2.10 Skills Test or equal

Reference Section 3.2.10 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	80111500			EA	240.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.1 Everything DiSC 363 Leader or equal

Extended Description:

3.2.11.1 Everything DiSC 363 Leader or equal

Reference Section 3.2.11.1 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	80111500			EA	72.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.2 Everything DiSC Workplace or equal

Extended Description:

3.2.11.2 Everything DiSC Workplace or equal
Reference Section 3.2.11.2 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	80111500			EA	120.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.3 Everything DiSC Management or equal

Extended Description:

3.2.11.3 Everything DiSC Management or equal
Reference Section 3.2.11.3 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	80111500			EA	120.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.4 Everything DiSC Sales or equal

Extended Description:

3.2.11.4 Everything DiSC Sales or equal
Reference Section 3.2.11.4 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	80111500			EA	120.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.5 Everything DiSC Facilitator Team Report or equal

Extended Description:

3.2.11.5 Everything DiSC Facilitator Team Report or equal
Reference Section 3.2.11.5 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	80111500			EA	120.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.6 Everything DiSC Culture Report or equal

Extended Description:

3.2.11.6 Everything DiSC Culture Report or equal
Reference Section 3.2.11.6 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	80111500			EA	96.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.7 Everything DiSC Conflict Resolution or equal

Extended Description:

3.2.11.7 Everything DiSC Conflict Resolution or equal
Reference Section 3.2.11.7 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	80111500			YR	1000.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.8 Everything DiSC Sub Account or equal

Extended Description:

3.2.11.8 Everything DiSC Sub Account or equal
Reference Section 3.2.11.8 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	80111500			EA	2495.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.9 Everything DiSC Workplace Certification or equal

Extended Description:

3.2.11.9 Everything DiSC Workplace Certification or equal
Reference Section 3.2.11.9 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	80111500			EA	1495.000000
	Service From	Service To			

Commodity Line Description: 3.2.11.10 Everything DiSC Facilitation Kit or equal

Extended Description:

3.2.11.10 Everything DiSC Facilitation Kit or equal
Reference Section 3.2.11.10 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	80111500			EA	120.000000
	Service From	Service To			

Commodity Line Description: 3.2.12.1 The Five Behaviors Profile or equal

Extended Description:

3.2.12.1 The Five Behaviors Profile or equal
Reference Section 3.2.12.1 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	80111500			EA	1495.000000
	Service From	Service To			

Commodity Line Description: 3.2.12.2 The Five Behaviors Facilitator Kit or equal

Extended Description:

3.2.12.2 The Five Behaviors Facilitator Kit or equal
Reference Section 3.2.12.2 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	80111500			EA	2495.000000
	Service From	Service To			

Commodity Line Description: 3.2.12.3 The Five Behaviors Certification or equal

Extended Description:

3.2.12.3 The Five Behaviors Certification or equal
Reference Section 3.2.12.3 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	80111500			YR	1000.000000
	Service From	Service To			

Commodity Line Description: 3.2.12.4 The Five Behaviors Sub Account or equal

Extended Description:

3.2.12.4 The Five Behaviors Sub Account or equal
Reference Section 3.2.12.4 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	80111500			EA	375.000000
	Service From	Service To			

Commodity Line Description: 3.2.13 Emotional Intelligence or equal

Extended Description:

3.2.13 Emotional Intelligence or equal
Reference Section 3.2.13 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	80111500			EA	120.000000
	Service From	Service To			

Commodity Line Description: 3.2.14 Everything DiSC Agile EQ or equal

Extended Description:

3.2.14 Everything DiSC Agile EQ or equal
Reference Section 3.2.14 of Specifications

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	80111500			HOUR	195.000000
	Service From	Service To			

Commodity Line Description: 3.2.15 Consulting Services

Extended Description:

3.2.15 Consulting Services
Reference Section 3.2.15 of Specifications

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office 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 and the Purchasing Division, and approved as to form by the Attorney General, 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 that is published by the Purchasing Division.

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 05/01/2022 and the initial contract term extends until ONE (1) YEAR.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division 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 THREE (3) 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. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **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, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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.

☐ **Other:** See attached _____
Revised 07/01/2021

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.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

☐ **BID BOND (Construction Only):** 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.

☐ **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 Purchasing Division 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 Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment 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 a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **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 and must include the State as an additional insured 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

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

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

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

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

11. 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.

12. 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.

13. 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.

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

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and 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.)

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. 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.

18. 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.

19. CANCELLATION: The Purchasing Division Director 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 Purchasing Division Director 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.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. 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.

SUBCONTRACTOR COMPLIANCE: 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. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. 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.

29. 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.

30. 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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. 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.

32. 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.

SUBCONTRACTOR COMPLIANCE: 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. 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.

39. 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.

40. 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.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. 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
2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. 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.

45. 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.

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.

Kathi Richards, Co-Owner

(Name, Title)

Kathi Richards, Co-Owner

(Printed Name and Title)

P.O. Box 9296, South Charleston, West Virginia 25309

(Address)

304-556-4839/ 304-720-4870

(Phone Number) / (Fax Number)

Kathi@epiphanywv.com

(email 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 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.

Epiphany Consulting

(Company)



(Authorized Signature) (Representative Name, Title)

Kathi Richards Co-owner

(Printed Name and Title of Authorized Representative)

1-5-2022

(Date)

304-556-4839 304-720-4870

(Phone Number) (Fax Number)

Human Resource Development

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Environmental Protection to establish an open-end contract for internet based human resource related personnel assessment tools and related services for managers within the department.

This was previously advertised as CRFQ DEP180000018, solicitation opened on: 03/22/2018.
Bid results may be viewed at:

<http://www.state.wv.us/admin/purchase/Bids/FY2018/BO20180322.html>

The current contract expires on 04/30/2022.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“ADA”** is the acronym for Americans with Disabilities Act.

2.2 **“Contract Services”** means internet based human resource related personnel assessment tools as more fully described in these specifications.

2.3 **“DOL”** is the acronym for the United States Department of Labor.

2.4 **“EEOA”** is the acronym for the Equal Educational Opportunities Act.

2.5 **“EEOC”** is the acronym for Equal Employment Opportunity Commission.

2.6 **“Normative Assessment”** is the process of comparing one test-taker to his or her peers.

2.7 **“Ipsative” Assessments** is an assessment based on a learner’s previous work rather than based on performance against external criteria and standards.

2.8 **“Integrity Assessments”** is a specific type of personality test designed to assess an applicant’s tendency to be honest, trustworthy, and dependable. They are distinguished from personality-based tests in that they make no attempt to disguise the purpose of the assessment.

2.9 **“Pricing Page”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

2.10 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

Human Resource Development

3. MANDATORY REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 Profile XT or equal:

3.1.1.1 Must have one scored assessment with a Suite of a minimum of nine (9) reports.

3.1.1.2 Must have a multipurpose assessment tool used for Selection, Development, Training, Promotion, Self-improvement, Job Description Development and Succession planning, with available adaptive testing and a valid Performance Model Library.

3.1.1.3 Must meet all requirements of the EEOC, ADA, and DOL. Any alternate “or equal” product documentation should be provided with the bid but must be provided prior to award.

3.1.2 Profile XT or equal must have the ability to produce the following information reports:

3.2.1.1 Individual Feedback Report or equal

3.1.2.1.1 Must have built-in guidance written to candidate and narrative feedback separate from score.

3.2.1.2 Individual Graph or equal

3.2.1.2.1 Must provide results summary with definitions.

3.2.1.2.2 Must provide scores without interpretation that are focused on the individual only – no attached model.

3.2.1.3 Comprehensive Selection Report or equal

3.2.1.3.1 Must provide a one person, one position with a results summary, performance model, and interview questions.

3.2.1.3.2 Must provide distortion with guidance.

3.2.1.4 Multiple Candidate Report or equal

3.2.1.4.1 Must provide multiple candidates for one position.

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3.2.1.4.2 Must be able to perform candidate fit to comparison performance model.

3.2.1.4.3 Must be able to identify all candidates with overall fit.

3.2.1.5 Multiple Position Report or equal

3.2.1.5.1 Must provide multiple positions, one candidate.

3.2.1.5.2 Must provide percent to fit to all positions, with candidate's overall fit.

3.2.1.6 Performance Model Report or equal

3.2.1.6.1 Performance model and definitions. Must focus on the position only, not the candidate data.

3.2.1.7 Coaching Report or equal

3.2.1.7.1 Must provide personalized, narrative feedback written to the manager.

3.2.1.7.2 Scores must be on all scales, against a performance model.

3.2.1.8 Manager-Employee Report or equal

3.2.1.8.1 Must provide written report to the manager that consists of the following: working together with candidate, tendencies, considerations, summary, and reflections.

3.2.1.9 Team Report or equal

3.2.1.9.1 Team report must include behavioral scales only, written to each team member, results summary shows team distribution with numbers of up to 25 team members.

3.2.2 Customer Service Profile or equal:

3.2.2.1 Must provide an assessment of the attitudes and customer service proficiency of employees and job candidates.

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3.2.3 Profiles Performance Indicator or equal:

3.2.3.1 Must provide an employee guide that measures key behaviors and their impact on success, providing information to increase productivity, team dynamics.

3.2.4 Checkpoint 360 or equal: Shall provide the ability to evaluate the effectiveness of self, employee, supervisor and peers. Shall have the ability to combine feedback from reports, peers and supervision for developing specific leadership skills based on feedback.

3.2.5 SOSII or equal: Shall provide a pre-hire assessment that provides a structured interview that evaluates the job applicants' integrity, attitudes towards substance abuse, reliability, and work ethic.

3.2.6 Assessment Portal: Shall provide a seamless, secure virtual assessment internet delivery system to the department in its entirety. The portal will securely house all employee assessment data for assessments 1-5. The portal will be on a per year basis.

3.2.7 Workshops: Shall provide managing by assessments employee workshops and will provide facilitation of meeting/sessions with focus on understanding, gaining experience with, planning the use of and receiving education on the assessment suite. Workshop sessions are conducted on an as needed basis and will be billed at an hourly rate for actual duration of the workshop. All travel costs and incidentals must be included in this rate and will not be paid separately.

3.2.8 Certification of Agency Trainers: Shall provide a certification to agency personnel that will conduct managing by assessment workshops. Training the trainer and materials that allow the end user to use in house trainers to conduct workshops on the suite of assessments. Cost is per trainer, per workshop module.

3.2.9 Workplace Engagement Survey or equal: Shall measure the degree to which employees connect with their work and feel committed to the team detailed view of what influences engagement across workforce segments and how employees compare statistically to the overall working population.

3.2.10 Skills Test or equal: Shall be a comprehensive list of tests to measure essential knowledge and skills for employee hire and promotion consideration. Shall utilize performance-based testing, which will simulate software products to ensure accurate abilities customized questions.

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3.2.11 Everything DiSC or equal: Shall deliver a research-validated learning model, each solution provides in-depth information including tip, strategies, and action plan to help learners become more effective in the workplace. Ability for agency certification facilitation of multiple of reports. Everything DiSC or equal must have the ability to produce the following applications:

3.2.11.5 Everything DiSC 363 Leader or equal –

Combines the results of a 360 with the simplicity and power of the DiSC, delivers three personalized strategies for improving leadership effectiveness and development.

3.2.11.6 Everything DiSC Workplace or equal Used

with all employees regardless of title or role, to build more effective relationships, and improve the quality of the workplace.

3.2.11.7 Everything DiSC Management or equal –

Teaches managers how to bring out the best in each employee development. They learn how to read employees styles and adapt their own styles to manage more effectively.

3.2.11.8 Everything DiSC Sales or equal - Helps

salespeople connect better with their customers by understanding their DiSC sales style, understanding their customers' buying styles, and adapting their sales style to meet their customers' buying style.

3.2.11.9 Everything DiSC Facilitator Team Report or equal -

Provides a composite of your group's DiSC styles and information on how DiSC styles can impact your organization's culture.

3.2.11.10 Everything DiSC Culture Report or equal

- Helps to determine the group's DISC Culture, explore its advantages and disadvantages, discuss its effect on group members, and examine its influence on decision-making and risk-taking. Sold separately.

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- 3.2.11.11** Everything DiSC Conflict Resolution or equal - effectively respond to the uncomfortable and inevitable challenges of workplace conflict. Designed to help curb destructive behaviors so that conflict can become productive, the program ultimately improves workplace relationships and business results.
- 3.2.11.12** Everything DiSC Sub Account or equal
 - Self-service account to house employee results. The Everything DiSC Sub Account will be on a per year basis
- 3.2.11.13** Everything DiSC Workplace Certification or equal - Certified Course to facilitate and deliver DiSC modules.
- 3.2.11.14** Everything DiSC Facilitation Kit or equal
 - A Facilitation Kit per modules 3.1.11.1 - 3.1.11.7 for Certified facilitators.
- 3.2.12** The Five Behaviors of a Cohesive Team or equal: Shall deliver a cohesive model and development program that guides intact teams through a journey to improve in Five areas that are key to productive team dynamics; Trust, Conflict, Commitment, Accountability and result. Must have the ability to generate comparable and progress reports for measurable results and certification facilitation.
 - 3.2.12.1** The Five Behaviors Profile or equal- individual reports of their contributions and effectiveness to the team in Trust, Conflict, Commitment, Accountability, and Results to be delivered by a certified facilitator.
 - 3.2.12.2** The Five Behaviors Facilitator Kit or equal - A Facilitation Kit for Modules 3.1.12.
 - 3.2.12.3** The Five Behaviors Certification or equal - Certified Facilitator Accreditation course and deliver The Five Behaviors Profile.
 - 3.2.12.4** The Five Behaviors Sub Account or equal
 - Self-service account to house employee

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results. The Five Behaviors Sub Account will be on a per year basis.

3.2.13 Emotional Intelligence or equal: Shall measure the emotional intelligence of the employee from self, other and directors with reporting in identifying the perception of others in both General and Leadership.

3.2.14 Everything DiSC Agile EQ or equal: Must provide an assessment that offers individual insight on emotional intelligence in order to take an agile approach to workplace interactions. Shall have the ability to identify DiSC style, learn about the instinctive mindsets that shape responses and interactions, recognize opportunities to stretch beyond what comes naturally, and gain actionable strategies to become more agile in social and emotional situations.

3.2.15 Consulting Services: Provide implementation support including but not limited to coaching, project management, administrative support, process design and implementation, problem solving, needs assessment, portal administrative and training, conflict resolution, stakeholder understanding and acceptance, best practices usage of the assessment suite. Consulting will be billed per hour basis. For consulting less than one hour the fee will be prorated.

3.3 **Mandatory Requirements**: Contract Items must meet or exceed the mandatory requirements as shown below.

3.3.12 The assessment must provide applicant and employee information on the following:

3.3.12.1 Cognitive ability and learning capacity.

3.3.12.2 Occupational interests.

3.3.12.3 Behavioral traits, interpersonal sensitivity, management style, productivity, quality of work, initiative, and teamwork, problem solving and adapting to change.

3.3.12.4 Team compatibility and balance, looking at overall strengths and weaknesses and quality of teams.

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3.3.12.5 Customer service behavioral characteristics, providing easy comparison of an individual's behavior traits, proficiencies, and perspective on customer service.

3.3.13 The assessment suite must be administered via the internet, allowing access to employees and job candidates anywhere there is available internet access. Paper and pencil must be optional and available upon request. Results must be available immediately and should be easily shared with decision makers within the agency.

3.3.13.1 Assessments may not be timed.

3.3.13.2 Assessments should not require any proctoring / administration.

3.3.13.3 Must have the ability for 24/7 access to an account where assessments and data are stored. Data storage and access should be redundant and based on state-of-the-art infrastructure, with a seamless all-in-one delivery system.

3.3.13.4 Must have the ability to supply an assessment account that is user name and password protected.

3.3.13.5 Must be able to incorporate current Profiles assessment data stored in both the Profiles on the Web and Profiles Assessment Center in the event of a change in Vendor.

3.3.13.6 Must be able to produce technical manuals supporting reliability and validity.

3.3.13.7 Must have documentation available to support securing of data satisfactory to the end-user.

3.3.13.8 Must have a full range of assessments for pre-and post hire use, including normative, "ipsative" type assessments and integrity assessments.

3.3.13.9 The application must be available to customize by Agency division, manager, position, geography, or any combination of these factors.

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- 3.3.13.10** Must not require certification and/or interpretation or use; must also have a user's guide and reference guides available for employee use in understanding the assessment output. Should demonstrate full customer service capability and ability to train on the use and application of assessment.
- 3.3.13.11** Assessments must be easy to understand, and reports should be pleasing to the eye as well as intuitively navigated. Reports should be available, where appropriate, for individuals, groups and the entire department. Each assessment must be scientifically constructed, thoroughly tested, and rigorously validated.
- 3.3.13.12** Must meet all requirements of the EEOA, the ADA and the Civil Rights Act. Each must also meet or exceed applicable requirements as noted by the U.S. Department of Labor on the use of assessment in the workplace.
- 3.3.13.13** The site must allow multi-user clients with defined access for each user. Multiple users shall be able to view information, schedule assessments, build benchmarks/job patterns and print assessment results.
- 3.3.13.14** Job specific patterns on all positions must be available.
- 3.3.13.15** The assessments must allow for the easy development of benchmarks/job patterns for specific jobs and allow for manual adjustments of patterns created from one or more from a variety of options (other employee assessments, supervisor questionnaires, an assessment library provided by the vendor).
- 3.3.13.16** Patterns must be easy to understand and clearly relevant to the job.
- 3.3.13.17** Patterns must show a high correlation to on the job performance and success

4. CONTRACT AWARD:

Revised 10/27/2014

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4.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor shall complete the Pricing Page by providing a cost for each item that is listed. Vendor shall not modify the pricing pages by adding additional lines. Vendor is to submit pricing using the wvOASIS commodity lines, modification of the wvOASIS commodity line pricing pages will result in bid disqualification.

The pricing pages contain estimated quantities, which represent the anticipated amount needed for each contract item and are for bidding, evaluation and awarding purposes only.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Agency shall pay on a per item or hour price as shown on Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Items, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs

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may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

8. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

8.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

8.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

8.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

8.5 Vendor shall inform all staff of Agency's security protocol and procedures.

9. VENDOR DEFAULT:

9.1 The following shall be considered a vendor default under this Contract.

9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2 Failure to comply with other specifications and requirements contained herein.

9.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4 Failure to remedy deficient performance upon request.

9.2 The following remedies shall be available to Agency upon default.

9.2.1 Immediate cancellation of the Contract.

9.2.2 Immediate cancellation of one or more release orders issued under this Contract.

9.2.3 Any other remedies available in law or equity.

Human Resource Development

10 MISCELLANEOUS:

10.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

10.2 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.3 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

10.4. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

10.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



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

State of West Virginia
Solicitation Response

Proc Folder: 970156
Solicitation Description: Human Resource Development
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-12-21 13:30	SR 0313 ESR12172100000003714	1

VENDOR

000000210891
EPIPHANY CONSULTING LLC

Solicitation Number: CRFQ 0313 DEP2200000021

Total Bid: **Response Date:** 2021-12-17 **Response Time:** 14:42:49

Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	3.1.1 Profile XT or equal		EA	200.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.1.1 Profile XT or equal
Reference Section 3.1.1 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	3.2.2 Customer Service Profile or equal		EA	125.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.2 Customer Service Profile or equal
Reference Section 3.2.2 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	3.2.3 Profiles Performance Indicator or equal		EA	95.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.3 Profiles Performance Indicator or equal
Reference Section 3.2.3 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	3.2.4 Checkpoint 360 or equal		EA	350.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.4 Checkpoint 360 or equal
Reference Section 3.2.4 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	3.2.5 SOSII or equal		EA	32.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.5 SOSII or equal
Reference Section 3.2.5 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	3.2.6 Assessment Portal or equal		YR	1000.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.6 Assessment Portal or equal
Reference Section 3.2.6 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	3.2.7 Workshops		HOUR	400.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.7 Workshops
Reference Section 3.2.7 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	3.2.8 Certification of Agency Trainers		EA	1995.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.8 Certification of Agency Trainers
Reference Section 3.2.8 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	3.2.9 Workplace Engagement Survey or equal		EA	50.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.9 Workplace Engagement Survey or equal
Reference Section 3.2.9 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	3.2.10 Skills Test or equal		EA	50.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.10 Skills Test or equal
Reference Section 3.2.10 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	3.2.11.1 Everything DiSC 363 Leader or equal		EA	240.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.1 Everything DiSC 363 Leader or equal
Reference Section 3.2.11.1 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	3.2.11.2 Everything DiSC Workplace or equal		EA	72.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.2 Everything DiSC Workplace or equal
Reference Section 3.2.11.2 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	3.2.11.3 Everything DiSC Management or equal		EA	120.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.3 Everything DiSC Management or equal
Reference Section 3.2.11.3 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	3.2.11.4 Everything DiSC Sales or equal		EA	120.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.4 Everything DiSC Sales or equal
Reference Section 3.2.11.4 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	3.2.11.5 Everything DiSC Facilitator Team Report or equal		EA	120.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.5 Everything DiSC Facilitator Team Report or equal
Reference Section 3.2.11.5 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	3.2.11.6 Everything DiSC Culture Report or equal		EA	120.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.6 Everything DiSC Culture Report or equal
Reference Section 3.2.11.6 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	3.2.11.7 Everything DiSC Conflict Resolution or equal		EA	96.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.7 Everything DiSC Conflict Resolution or equal
Reference Section 3.2.11.7 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	3.2.11.8 Everything DiSC Sub Account or equal		YR	1000.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.8 Everything DiSC Sub Account or equal
Reference Section 3.2.11.8 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	3.2.11.9 Everything DiSC Workplace Certification or equal		EA	2495.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.9 Everything DiSC Workplace Certification or equal
Reference Section 3.2.11.9 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	3.2.11.10 Everything DiSC Facilitation Kit or equal		EA	1495.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.11.10 Everything DiSC Facilitation Kit or equal
Reference Section 3.2.11.10 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	3.2.12.1 The Five Behaviors Profile or equal		EA	120.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.12.1 The Five Behaviors Profile or equal
Reference Section 3.2.12.1 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	3.2.12.2 The Five Behaviors Facilitator Kit or equal		EA	1495.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.12.2 The Five Behaviors Facilitator Kit or equal
Reference Section 3.2.12.2 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	3.2.12.3 The Five Behaviors Certification or equal		EA	2495.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.12.3 The Five Behaviors Certification or equal
Reference Section 3.2.12.3 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	3.2.12.4 The Five Behaviors Sub Account or equal		YR	1000.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.12.4 The Five Behaviors Sub Account or equal
Reference Section 3.2.12.4 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	3.2.13 Emotional Intelligence or equal		EA	375.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.13 Emotional Intelligence or equal
Reference Section 3.2.13 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	3.2.14 Everything DiSC Agile EQ or equal		EA	120.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.14 Everything DiSC Agile EQ or equal
Reference Section 3.2.14 of Specifications

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	3.2.15 Consulting Services		HOUR	195.000000	

Comm Code	Manufacturer	Specification	Model #
80111500			

Commodity Line Comments:

Extended Description:

3.2.15 Consulting Services
Reference Section 3.2.15 of Specifications



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

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 Morris Insurance Services 3353 Teays Valley Road		CONTACT NAME: Rebecca Delbart PHONE (A/C, No, Ext): (304)757-5477 E-MAIL ADDRESS: becky@misww.com		FAX (A/C, No): (304)757-5478
INSURED Hurricane Epiphany Consulting Llc Po Box 9296 South Charleston		WV 25526		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Property & Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
				NAIC # 26830

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Q97-1804445	03/20/21	03/20/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Q04-6330356	03/24/21	04/16/22	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 250,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Q34-7570049	10/25/21	10/25/22	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**THE STATE OF WV
2019 WASHINGTON ST E

CHARLESTON

WV 25305

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

Rebecca A. Delbart

Fax:

Email:

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