



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: 07-18-2022

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 0323 9612 WWV2300000001 1	Procurement Folder:	1058578
Document Name:	Professional Consulting & Training for Development Boards	Reason for Modification:	
Document Description:	Professional Consulting & Training for Development Boards		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-07-25
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-07-24

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000193383 BRUSTEIN & MANASEVIT 3105 SOUTH ST NW WASHINGTON DC 200074419 US Vendor Contact Phone: 999-999-9999 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>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></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Debra K Morgan Requestor Phone: (304) 558-2631 Requestor Email: debra.k.morgan@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: *7/19/2022*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: *7/26/2022*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: *7/27/2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Brustein & Manasevit, PLLC, agrees to enter with the agency, WorkForce West Virginia into an open ended contract for Professional Consulting and Training Services for the Development Boards per the Specifications, Terms and Conditions, Bid Requirements, and the vendors bid dated 06/29/2022, incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80000000			HOUR	300.000000
	Service From	Service To			

Commodity Line Description: Management and Business Professionals Partner

Extended Description:

Hourly Rate for Partner

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80000000			HOUR	300.000000
	Service From	Service To			

Commodity Line Description: Management and Business Professionals Associate

Extended Description:

Hourly Rate for Associate

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80000000			HOUR	125.000000
	Service From	Service To			

Commodity Line Description: Management and Business Professionals Administrative Assista

Extended Description:

Hourly Rate for Administrative Assistant/Legislative Analyst

	Document Phase	Document Description	Page 3
WWV2300000001	Draft	Professional Consulting & Training for Development Boards	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: The Initial Contract Term will be for a period of one (1) _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

☐ the contract will continue for _____ years;

☐ the 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)

General's Office (Attorney General approval is as to form only).

☐ **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:** Contract Term specified in _____

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 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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: \$1,000,000.00 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. 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, neither the Vendor nor any related party owe a debt as defined above, and neither the 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.

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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.

(Name, Title)



Partner

(Printed Name and Title) Michael Brustein, Partner

(Address) 1023 15th Street NW, Suite 500, Washington, DC 20005

(Phone Number) / (Fax Number) 202-965-3652 / 202-965-8913

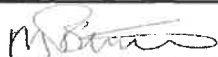
(email address) mbrustein@bruman.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Brustein & Manasevit, PLLC

(Company)



Michael Brustein, Partner

(Authorized Signature) (Representative Name, Title)

Michael Brustein, Partner

July 13, 2022

(Printed Name and Title of Authorized Representative) (Date)

202-965-3652 / 202-965-8913

(Phone Number) (Fax Number)

mbrustein@bruman.com

(Email Address)

REQUEST FOR QUOTATION
CONSULTING SERVICES

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia (WFWV) to establish a one-year contract with three (3) optional one (1) year renewals for consulting and training services of WFWV and local Workforce Development Boards.
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 **“Contract Services”** means providing training on Workforce Innovation and Opportunity law and providing guidance when reviewing current policies and procedures, grants, contracts, and U.S. Department of Labor (U.S. DOL) monitoring responses.
 - 2.2 **“Workforce Development Boards”** is a private, non-profit organizations that are charged with creating a workforce development system that meets the current and future needs of the business community as well as those individuals’ seeking employment in their local area. The Workforce Development Boards receives federal Workforce Innovation and Opportunity Act funding from WFWV.
 - 2.3 **“Workforce Innovation and Opportunity Act (WIOA)”** is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with skilled workers they need to complete in the global economy. The Act was signed into law on July 22, 2014.
 - 2.4 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.6 **“Workforce West Virginia (WFWV)”** is a state government agency within the Department of Commerce that consists of a network of work force development services designed to provide West Virginia’s citizens and employers the opportunity to complete in a global economy,

**REQUEST FOR QUOTATION
CONSULTING SERVICES**

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. The vendor must have at least ten (10) years of experience with consulting and training state governments on WIOA.

3.2. The vendor, upon request from WFWV, must be able to provide a list of references (name, phone number, and mailing address of client) as proof of the required experience.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 General Requirements

4.1.1.1 The vendor must ensure that any and all third-party vendors employed by the vendor to fulfill any of the requirements of this RFQ meet the same minimum standards, requirements and certifications as provided herein.

4.1.1.2 The vendor must agree to maintain the confidentiality of all information and read and sign Exhibit B. (attached).

**REQUEST FOR QUOTATION
CONSULTING SERVICES**

4.1.1.3 The vendor must invoice WFWV based on actual hours worked pursuant to the categories and pricing provided on the Pricing Sheet (Exhibit A attached). Quantity shown are estimates and for bidding purposes only.

4.1.1.4 The vendor must have sat on at least one (1) local Workforce Development Board.

4.1.1.5 The vendor must have worked on implementing WIOA policies and procedures for at least two states.

4.1.1.6 The vendor must have experience responding to U.S. Department of Labor monitoring reports.

4.1.1.7 The vendor has at least three partners with an active law license.

4.1.2 Agreed Upon Procedures

4.1.2.1 Provide in-person or virtual training to WorkForce West Virginia program, financial, and monitoring staff working with WIOA and Local Workforce Development Boards.

4.1.2.2 Review grants and contracts and provide suggestions on how to improve the grants and contracts.

4.1.2.3 Review current policies and procedures and provide guidance on improving those policies and procedures.

4.1.2.4 Provide WFWV guidance in responding to monitoring reports.

5. CONTRACT AWARD:

5.1 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.

**REQUEST FOR QUOTATION
CONSULTING SERVICES**

5.2 Pricing Page: If submitting a bid online, Vendors should enter the Unit Price into each commodity line and the system will sum the total amount automatically. If responding with a paper bid, Vendors should download and/or print the assembled Final Solicitation document (with the highest version number) from wvOasis and insert their Unit Prices for each Commodity Line.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, 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. PAYMENT:** Agency shall pay for the services provided, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract on a monthly basis. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. 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 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.
- 9. 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:
 - 9.1.** Vendor must identify principal service personnel which may be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**REQUEST FOR QUOTATION
CONSULTING SERVICES**

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

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

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. 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.

Contract Manager: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Exhibit B

ADMINISTRATIVE DIRECTIVE 4100.25

SUBJECT: Confidentiality of Personal Data

All employees of WorkForce West Virginia (WFWV) shall maintain the confidentiality of all personal information on customers, vendors, employers and employees. This includes, but is not limited to name, address, social security number, telephone number, age, sex, ethnic background, user names, passwords, state vendor numbers, etc.

WFWV employees shall not permit private or personal dealings to corrupt or adversely influence the quality or integrity of advice or service that they provide from knowledge gained from agency records.

Employees shall not be involved, in any way, with the processing of personal claims or unemployment claims of relatives and/or friends.

Employees shall not be involved, in any way, with providing job seeker services, including but not limited to: referrals to job opportunities, career counseling, resume services, or training resources and funding to relatives and/or friends.

Employees shall not remove computer printouts or other documents from the workplace unless approved by the immediate supervisor.

All staff shall dispose of any physical documents containing confidential information in a proper manner. This will include, but is not limited to shredding, filing in secure containers, filing in permanent personnel files, sending documents to the Fiscal & Administrative Management Mailroom and Records Processing Unit (MRPU) or the current records management vendor on the Statewide contract. The MRPU will provide safe and secure storage of confidential documents and, when necessary, shred them according to regulation. Local offices having large volumes of documents that need to be shredded are to submit a form WFWV 4-222 (Green Sheet) "Request for Equipment, Supplies or Services" to obtain additional shredding services.

Work areas shall be secure. This includes locking confidential documents in secure storage containers, locking office doors when offices are unattended, returning sensitive documents to secure filing cabinets, and minimizing the use of social security numbers to that which is necessary or mandated.

All new employees shall read Administrative Directive 4100.25 and complete the on-line West Virginia Executive Branch Confidentiality Agreement as part of the *New Employee Orientation*. Every year thereafter, all employees will renew their commitment and acknowledge their responsibility to maintain and protect confidential information by reading Administrative Directive 4100.25 and reading and signing form WFWV 4-100.25 Employee Privileged and/or Confidential Information Agreement.

A copy of the form WFWV 4-100.25 Employee Privileged and/or Confidential Information Agreement shall be maintained in WFWV Human Resources (Unit 9678/CC 5802) in the official personnel files. The employee and the supervisor should keep a copy of the signed agreement.

Any questions concerning this directive or forms are to be forwarded to Human Resources (Unit 9678/CC 5802) workforce.humanresources@wv.gov or telephone (304) 558-2632.

Issued: November 2005

Revised: (February 2011) (March 30, 2012) (September 20, 2012) September 26, 2013



State of West Virginia Office of Technology

Policy: Information Security

Issued by the CTO

Policy No: WVOT-PO1001

Issue Date: 01/18/07

Revised: 11.10.09

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1.0 PURPOSE (Underlined terms are defined in Section 8.0 of document)

This policy, issued by the West Virginia Office of Technology (WVOT) establishes objectives and responsibilities for all West Virginia state government agencies, employees, vendors, and business associates, specifically the Executive, regarding information security and the protection of information resources.

2.0 SCOPE

This document applies to all employees with access to information and the systems that store, access, or process that information.

The intent of this policy is to explain the range of acceptable and unacceptable uses of State-provided information technology (IT) resources and is not necessarily all-inclusive. IT resources may include anything with a processor, communications capability, or data storage. (See Appendix A, "Technology Usage Practices" for a list of examples.)

Questions about specific security-related uses which are not detailed in this policy should be directed to a supervisor or manager.

3.0 RELEVANT DOCUMENTS/MATERIAL

- 3.1 West Virginia Office of Technology (WVOT) Page
- 3.2 WVOT Web Site Home Page - IT Security Web Policies Issued by the Chief Technology Officer (CTO).
- 3.3 West Virginia Code §5A-6-4a Controls – "Duties of the Chief Technology Officer Relating to Security of Government Information"
- 3.4 WVOT-PO1002 - Acceptable Use of State-Provided Wireless Devices policy

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3.5 WVOT-PO1004 – Acceptable Use of Portable Devices policy

3.6 WVOT-PO1008 – Information Security Audit Program policy

3.7 WVOT-PO1014 – Anti-Virus policy

4.0 POLICY

4.1 All IT assets, including hardware, software, and data, are owned by the State, unless excepted by contractual agreement.

4.2 Users are required to comply with legal protection granted to programs and data by copyright and license. No unauthorized software will be installed on State systems. The WVOT or its equivalent will authorize all software installation.

4.3 Users will utilize, maintain, disclose, and dispose of all information resources, regardless of medium, according to law, regulation, and/or policy.

4.4 Employees should have no expectation of privacy while using State-provided information resources.

4.5 The State reserves the right to filter Internet site availability, and monitor and review employee use as required for legal, audit, or legitimate authorized State operational or management purposes.

4.6 All employees must adhere to rules regarding unacceptable uses of IT resources. (For a detailed list of unacceptable uses, see Appendix A, "Technology Usage Practices")

4.6.1 Employees must not download, attach, change, distribute, or install any software or inappropriate files, including streaming content, for non-business functions (e.g. downloading MP3 files and/or broadcast audio or video files).

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- 4.6.2 Employees must not intentionally introduce a virus into a State-provided computer, or withhold information necessary for effective virus control procedures.
- 4.6.3 Employees must not send or share confidential information for unauthorized purposes.
- 4.6.4 Employees must not attach or use devices on the State network that are not owned by the State or authorized by the WVOT.
- 4.6.5 Employees must not redirect State data to a non-State owned computing device or PDA on a routine basis or without authorization from the CTO.
- 4.6.6 Employees must not use unauthorized peer-to-peer networking or peer-to-peer file sharing.
- 4.6.7 Employees must NEVER execute programs or open e-mail attachments that: (1) have not been requested; or (2) come from an unknown source. If in doubt and lacking assurance from the sender, employees should contact the WVOT Service Desk for assistance.
- 4.6.8 Employees must never attempt to disable, defeat, or circumvent any security firewalls, proxies, web filtering programs, or other security controls.
- 4.7 The WVOT, working with designated individuals, will develop procedures to protect information resources from accidental, unauthorized, or malicious access, disclosure, modification, or destruction.
- 4.8 Users must report any observation of attempted security or privacy violations to incident@wv.gov.
- 4.9 Users should immediately report all information security incidents to incident@wv.gov. Users must provide the following information, to the extent possible:

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- 4.9.1 Point of contact (name, phone, e-mail);
 - 4.9.2 Characteristics of incident;
 - 4.9.3 Date and time incident was detected;
 - 4.9.4 Extent of impact;
 - 4.9.5 Nature of incident, if known (ex: unauthorized access, system breach or malfunction, data loss or exposure, defacement, other); and
 - 4.9.6 Any actions taken in response to the incident.
- 4.10 Confidential, private, personally identifiable information (PII) or sensitive data (i.e. credit card numbers, calling card numbers, logon passwords, health information, or other protected information), must be encrypted or disassociated from any individual prior to transmission through any public data communications infrastructure, such as a network or the Internet.
 - 4.11 Employees must immediately contact incident@wv.gov upon receiving or obtaining confidential information to which the employee is not entitled (Note: the owner or sender of such information must also be notified) or becoming aware of any inappropriate use of State-provided IT resource.
 - 4.12 Employees will contact an immediate supervisor if there is doubt concerning authorization to access any State-provided IT resource, or if questions arise regarding acceptable or unacceptable uses. If criminal activity is suspected or detected, reporting should occur up the supervisory or management chain without delay.
 - 4.13 Access controls must be consistent with all state and federal laws and statutes, and will be implemented in accordance with this policy.
 - 4.14 Appropriate controls must be established and maintained to protect the confidentiality of passwords used for authentication.

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- 4.14.1 All passwords are confidential and must not be shared under any circumstances.
- 4.14.2 Employees are expected to use strong passwords, which must conform to established standards and will be changed at intervals designated by the CTO.
- 4.15 All access to computing resources will be granted on a need-to-use basis.
- 4.16 Individual users will be assigned unique userids.
- 4.17 Each employee must be accountable for securing his or her computer, and for any actions that can be identified to have originated from it.
- 4.18 The WVOT will provision network user accounts by adding, modifying, and deleting user access for customer agencies. Each agency will appoint a designated approval authority, who will authorize all access modifications for that agency.
 - 4.18.1 When an employee is terminated, the agency's designated approval authority must contact WVOT immediately to disable all access, unless otherwise approved in writing by appropriate management.
 - 4.18.2 When an employee transfers, WVOT will modify all access to accommodate new user roles and responsibilities according to instructions from the agency's designated approval authority.
- 4.19 All Executive Branch employees will be required to complete mandatory online information security awareness or refresher training annually. New employees will be required to complete mandatory online training within the first week of employment as part of job orientation.
- 4.20 The authorized head of each agency (agency head) must assure that all employees sign a confidentiality agreement upon hire and annually thereafter. This confirms that the employee has read, fully comprehends,

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and will abide by State policies and procedures regarding privacy and information security.

- 4.21 The agency head must assure that all employees, and others who access computer systems will receive sufficient training in policies and procedures, security requirements, correct use of information resources, and other administrative controls.
 - 4.22 The agency head must assure that all employees receive an appropriate background check (where applicable) consistent with legislative rule and West Virginia Division of Personnel policy.
-

5.0 STANDARD PRACTICES

5.1 Data/Information Assets

- 5.1.1 Information resources are designated for authorized purposes. Only minimal personal use of State-provided IT resources is allowed, and should not interfere with the legitimate business of the State.
- 5.1.2 All information assets must be accounted for and have an assigned owner. Owners, custodians, and users of information resources must be identified and their responsibilities defined and documented.
- 5.1.3 Each owner or custodian of information will determine and document classification based on the circumstances and the nature of the information, according to a classification scheme common to all State agencies. Classification should consider legal protections, privacy, sensitivity, and criticality to the functions of the business. (For more information see WVOT-PO1006 – *Data Classification*.)
- 5.1.4 The owner or custodian will determine and document, and the agency Information Security Liaison (ISL) will ensure, the protective guidelines that apply for each level of information. They include, but may not be limited to the following:

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- Access
- Use Within <Agency>
- Disclosure Outside <Agency>
- Electronic Distribution
- Disposal/Destruction

5.1.5 If, at any time equipment or media changes ownership or is ready for disposal, the user must alert the responsible technical staff to the potential presence of any confidential and/or sensitive data on said equipment or media.

5.2 Physical and Environmental Security

5.2.1 Information resource facilities will be physically secured by measures appropriate to their critical importance.

5.2.2 Security vulnerabilities will be determined, and controls will be established, to detect and respond to threats to facilities and physical resources.

5.2.3 Employees must guard against access to files and take precautions to protect IT devices when away from the workstation. This includes but may not be limited to the following:

- Logging off computer;
- Locking computer; and/or
- Locking file cabinets and drawers.

5.2.3 Critical or sensitive data handled outside of secure areas will receive the level of protection necessary to ensure integrity and confidentiality.

5.2.4 Equipment will be secured and protected from physical and environmental damage.

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5.2.5 Equipment used outside State premises will be given an equal or greater degree of security protection as that of on-site information resource equipment.

5.3 Information Security Administrators

5.3.4 The departmental head must assign the role of Information Security Administrator (ISA). The ISA must perform, contract, or delegate the necessary functions and responsibilities of the position as defined in this policy and the Governor's Executive Information Security Team (GEIST) charter. If necessary, the ISA may delegate duties to one or more individuals (ex: ISL's) whose main function will be to assist in the protection of information resources within their agency.

5.3.5 The ISA will ensure that a risk management program will be implemented and documented, and that a risk analysis will be conducted periodically.

5.3.6 The ISA will oversee and ensure that cost effective contingency response and recovery plans will be maintained, providing for prompt and effective restoration of critical business functions in the event of any disruptive incident.

5.3.6.1 Procedures, guidelines, and mechanisms utilized during an information security incident, along with the roles and responsibilities of the incident management teams, must be established, documented, and periodically reviewed. This may include testing to make sure that all plans remain current, viable, and comprehensive.

5.3.6.2 Testing will be performed at intervals designated within CTO standards.

6.0 ENFORCEMENT

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Any employee found to have violated this policy may be subject to disciplinary action up to and including dismissal. Disciplinary action will be administered by the employing agency and may be based on recommendations of the WVOT and the West Virginia Division of Personnel.

7.0 LEGAL AUTHORITY

Under the provisions of West Virginia Code §5A-6-4a *et seq.*, the Chief Technology Officer (CTO) is charged with securing State government information and the data communications infrastructure from unauthorized uses, intrusions, or other security threats. The CTO is granted both the authority and the responsibility to develop information technology policy, promulgate that policy, audit for policy compliance, and require corrective action where compliance is found to be unsatisfactory or absent.

This policy is one in a series of IT-related policies intended to define and enable the incorporation of appropriate practices into all activities using State-provided technology in the State of West Virginia.

To the extent that there are policies in place which provide less security than this policy, they will be superseded by this policy. In instances where existing state and federal laws and regulations are more restrictive than information security policies issued by the WVOT the more restrictive provisions will prevail.

This policy is consistent with the following federal and state authorities:

- W. Va. Code § 5A-6-4a
- NIST SP 800-14 and NIST SP 800-53
- Omnibus Reconciliation Act of 1990, § 2201(c), 42 U.S.C. § 405(c)(2)(C)(viii)(I).
- Health Insurance Portability and Accountability Privacy Rule, 45 CFR 160 and 164
- Confidentiality of Substance Abuse Records, 42 U.S.C. 290dd-2; 42 CFR Part 2
- Gramm-Leach Bliley Act (GLBA), 15 U.S.C. § 6801, 16 CFR § 313
- Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*
- Driver's Privacy Protection Act, 18 U.S.C. § 2721
- Telemarketing Sales Rules, 16 CFR Part 310

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- Executive Order No. 7-03 (March 25, 2003)
 - Freedom of Information Act, W. Va. Code § 29B-1-1 *et seq.*
 - Records Management and Preservation of Essential Records Act, W. Va. Code §§ 5A-8-21, 22
 - State Health Privacy Laws, www.wvdhhr.org/hipaa/privacy.asp
 - Confidentiality and Disclosure of Tax Returns and Return Information, W. Va. Code § 11-10-5d
 - Uniform Motor Vehicle Records Disclosure Act, W. Va. Code 17A-2A-1 to1
-

8.0 DEFINITIONS

- 8.1 Access— The ability to locate, gain entry to, and use a directory, file, or device on a computer system or over a network.
- 8.2 Access Controls – The enforcement of specified authorization rules based on positive identification of users and the systems or data they are permitted to access.
- 8.3 Authentication – The process of verifying the identity of a user.
- 8.4 Chief Information Security Officer (CISO) – Person designated by the CTO to oversee information security practices and initiatives for the Executive Branch of WV State government, excluding the constitutional officers.
- 8.5 Chief Technology Officer (CTO) – The person responsible for the State's information resources.
- 8.6 Confidential Data – Information that is legally protected (ex: Protected Health Information) or otherwise deemed by a qualified expert to be unsuitable for open access.
- 8.7 Contractor – Anyone who has a contract with the State or one of its entities.
- 8.8 Custodian of Information – The person or unit assigned to supply services associated with the data.

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- 8.9 Employee – Individuals retained and authorized on a temporary or permanent basis by the State of West Virginia to perform a service. For the purposes of information technology and security policy, the term “employee” shall include the following: contractors, subcontractors, contractors’ employees, volunteers, county health department staff, business associates, and any other persons who are determined and notified by the WVOT to be subject to this policy. This definition does not create any additional rights or duties.
- 8.10 Information Assets – Any of the data, hardware, software, network, documentation, and personnel used to manage and process information.
- 8.11 Information Resources – All information assets, in all known formats.
- 8.12 Information Security – Those measures, procedures, and controls that provide an acceptable degree of safety for information resources, protecting them from accidental or intentional disclosure, modification, or destruction.
- 8.13 Information Security Administrator (ISA) – The person designated by the agency head to assure the agency’s compliance with State information security policies and procedures. The ISA is the agency’s internal and external point of contact for all information security matters.
- 8.14 Information Security Incident – An event characterized by unexpected and unwanted system behavior, breach, or unintended alteration of data.
- 8.15 Information Security Liaison (ISL) - Employees assigned by the ISA to assist in the protection of information resources.
- 8.16 Information Technology (IT) – The technology involved with the transmission and storage of information, especially the development, installation, implementation, and management of computer systems and applications.
- 8.17 Medium – Any repository, including paper, used to record, maintain, or install information or data.

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- 8.18 Owner of Information – The person(s) ultimately responsible for an application and its data viability.
- 8.19 Password – A string of characters known to a computer system or network and to a user who must enter the password in order to gain access to an information resource.
- 8.20 Personally Identifiable Information (PII) – Includes all protected and non-protected information that identifies, or can be used to identify, locate, or contact an individual.
- 8.21 Privacy Officer - The official responsible for facilitating the Executive Branch's integration of privacy principles, legal requirements, and privacy standards into department policies, procedures, and practices.
- 8.22 Procedure – A set of instructions or process steps prescribed in sufficient detail in order to understand how to meet a policy requirement. Procedures should document roles, methods, options, and examples necessary for a reader to understand how to comply with a policy.
- 8.23 Risk Analysis – The evaluation of system assets and their vulnerabilities to threats in order to identify what safeguards are needed.
- 8.24 Security Contact – These individuals include the ISA or the ISL.
- 8.25 Threat – Includes any person, condition, or circumstance that endangers the security of information or information systems in the context of information security.
- 8.26 User – A person authorized to access an information resource.
- 8.27 Userid – A unique "name" by which each user is identified to a computer system.
- 8.28 West Virginia Division of Personnel – A division of the Department of Administration established by West Virginia Code § 29-6-1 et seq., which is responsible for the system of human resource management for

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operating agencies in the classified and classified-exempt service of West Virginia State government.

- 8.29 West Virginia Office of Technology (WVOT) - The division of the Department of Administration established by WV Code § 5A-6-4a, *et. seq.*, which is led by the State's CTO and designated to acquire, operate, and maintain the State's technology infrastructure. The WVOT is responsible for evaluating equipment and services, and reviewing information technology contracts.

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Appendix A: Technology Usage Practices

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Acceptable/Unacceptable Use of State-provided Technology: Computers, E-mail, Internet Access, and Wireless Devices

The information contained within this Appendix applies to the State of West Virginia Information Security policy and the Acceptable Use of State-Provided Wireless Devices policy.

Relevant Technologies

Include, but may not be limited to the following:

- a. Personal computers
- b. Personal Digital Assistants (PDA)
- c. Fax or copy machines with memory or hard drives
- d. Internet or Intranet
- e. E-mail and Enterprise Instant Messaging (EIM)
- f. Voice Mail
- g. Cell phones (including camera phones and smart phones with data communications and databases)
- h. Pagers
- i. Media including disk drives, diskette drives, optical disks (CD), tape drives, and USB drives (flash drives)
- j. Servers
- k. Printers

Unacceptable uses include, but are not limited to the following:

- a. Any use which violates local, state, or federal laws;
- b. Any use for commercial purposes, product advertisements, or "for-profit" personal activity;
- c. Any use for viewing, transmitting, receiving, saving, or printing sexually explicit material;
- d. Any use for promotion of political or religious positions or causes;
- e. Any use in relation to copyright infringement.

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- f. Any use in relation to participating in chain letters or unauthorized chat programs, or forwarding or responding to SPAM;
 - g. Any use for promoting harassment or illegal discrimination on the basis of race, gender, national origin, age, marital status, religion, or disability;
 - h. Any use for promoting the misuse of weapons or the use of devices associated with terrorist activities;
 - i. Any use related to pyramid selling schemes, multi-marketing schemes, or fundraising for any purpose unless agency sanctioned;
 - j. Any use for dispersing data to customers or clients without authorization;
 - k. Any use in relation to placing wagers or bets;
 - l. Any use that could be reasonably considered as disruptive to another's work;
1. Employees will not waste IT resources by intentionally doing one or more of the following:
- a. Placing a program in an endless loop;
 - b. Printing unnecessary amounts of paper;
 - c. Disrupting the use or performance of State-provided IT resources or any other computer system or network; or
 - d. Storing unauthorized information or software on State-provided IT resources.
2. Employees will not knowingly or inadvertently commit security violations. This includes doing one or more of the following:
- a. Accessing or attempting to access records within or outside the State's computer and communications facilities for which the employee is not authorized; or bypassing State security and access control systems;
 - b. Copying, disclosing, transferring, examining, re-naming, or changing information or programs belonging to another user unless given express permission to do so by the user responsible for the information or programs;
 - c. Violating the privacy of individual users by reading e-mail or private communications without legal authority, or authorization based upon documented just cause;
 - d. Misrepresenting oneself or the State of West Virginia;
 - e. Making statements about warranty, express or implied, unless it is a part of normal job duties;
 - f. Conducting any form of network monitoring, such as port scanning or packet filtering unless expressly authorized by the WVOT; or
 - g. Transmitting through the Internet confidential data to include without limitation, credit card numbers, telephone calling cards numbers, logon passwords, and other parameters that can be used to access data without the use of encryption technology approved by the WVOT

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3. Employees will not commit security violations related to e-mail activity. This includes doing one or more of the following:
 - a. Sending unsolicited commercial e-mail messages, including the distribution of "junk mail" or other advertising material to individuals who did not specifically request such material;
 - b. Unauthorized use for forging of e-mail header information;
 - c. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies;
 - d. Posting messages to large numbers of users (over 50) without authorization; or
 - e. Posting from an agency e-mail address to newsgroups, blogs, or other locations without a disclaimer stating that the opinions expressed are strictly their own and not those of the State or the agency, unless posting is in the fulfillment of business duties.

Employee Responsibilities

Employees should conduct themselves as representatives of the State, and are responsible for becoming familiar with and abiding by all information security policies and guidelines.

1. Employees will only access files, data, and protected records if:
 - a. The employee owns the information;
 - b. The employee is authorized to receive the information; or
 - c. The information is publicly available.
2. Employees are prohibited from monopolizing systems, overloading networks with excessive data, or wasting computer time, connect time, bandwidth, disk space, printer paper, or other IT resources.
3. Employees are prohibited from transmitting personal information about themselves or someone else without proper authorization while using State-provided IT resources.
4. Employees must adhere to copyright law regarding the use of software, print or electronic information, and attributions of authorship. In certain instances, legal counsel can determine permissible uses.