



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

State of West Virginia
Contract

Order Date: 01-23-2023

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:	CCT 0506 2898 WIC2300000001 1	Procurement Folder:	1032016
Document Name:	ANNUAL SUBSCRIPTION FOR WICSMART AND WICSHOPPING	Reason for Modification:	
Document Description:	ANNUAL SUBSCRIPTION FOR WICSMART AND WICSHOPPING		
Procurement Type:	Central Sole Source		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2023-01-23
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-12-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000002400 JPMA INC 3827 LAFAYETTE ST SUITE 238 DENVER CO 802505 US Vendor Contact Phone: 3032323700 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>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Kent D Light Requestor Phone: (304) 352-4852 Requestor Email: kent.d.light@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES 350 CAPITOL ST, RM 519 CHARLESTON WV 25301-3717 US	PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - NUTRITION SERVICES 350 CAPITOL ST, RM 519 CHARLESTON WV 25301-3717 US

Total Order Amount: \$49,000.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanya K</i> 2/10/2023 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>Beverly Tolson</i> 2-14-2023 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

THE VENDOR, JPMA INC, AGREES TO ENTER WITH THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU FOR PUBLIC HEALTH, OFFICE OF NUTRITION SERVICES, INTO A CONTRACT FOR AN ANNUAL SUBSCRIPTION FOR WICSMART AND WICSHOPPING TO ASSIST WIC PARTICIPANTS IN BUYING FOOD AND COMPLETING NUTRITION EDUCATION REQUIREMENTS VIA MOBILE CAPABILITIES PER THE TERMS AND CONDITIONS, AND THE VENDOR'S QUOTE DATED 10/28/2022, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	93141612	0.00000		0.000000	\$49,000.00
Service From	Service To	Manufacturer	Model No		
2023-01-23	2023-12-31				

Commodity Line Description: Base Year - Annual Subscription

Extended Description:

Base Year - Annual Subscription

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 01/23/2023 - 12/31/2023. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), 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).

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

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

☐ **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 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: \$1,000,000.00 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.

☒ **Professional Liability Insurance** in an amount of \$1,000,000.00 per occurrence.

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☐

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

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

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.

Revised 09/12/2022

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

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.

(Printed Name and Title) Ryan Magee, President & COO

(Address) JPMA, Inc. 3827 Lafayette St. Suite 238, Denver, CO 80205-5092

(Phone Number) / (Fax Number) 303-232-3700

(email address) rmagee@jpma.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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

JPMA Inc

(Company)

Ryan Magee

(Signature of Authorized Representative)

Ryan Magee, President & COO

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

303-232-3700

(Phone Number) (Fax Number)

rmagee@jpma.com

(Email Address)

Statement of Work



West Virginia WIC Program

Ryan Magee
JPMA, Inc.
(303) 232 3700 ext 104
rmagee@jpma.com
www.ebtshopper.com



Created January 5, 2022

Statement of Work

Introduction

JPMA would like to propose the following statement of work and pricing related to providing its mobile application platforms and services to the West Virginia WIC program.

JPMA was founded in 1984 and has been involved in the WIC program for over 21 years. JPMA is the designer and developer of mobile applications known as **WICShopper** (WIC participants' mobile assistant to manage current benefits and accurately selecting prescribed products) and **WICSmart** (nutrition education platform for WIC agencies to develop lesson content and assign lessons for WIC participants).

Status of the West Virginia WIC Program

WICShopper: The West Virginia WIC program was one of three WIC State Agencies to begin piloting the WICShopper mobile application in April of 2014. Since that time, over 85,000 West Virginia families have registered their eWIC card in WICShopper. West Virginia participants now averages about 82,000 "Days of use" in an average month.

WICSmart: WICSmart is the primary Nutrition and Breast-Feeding Education platform used in the West Virginia WIC program. At the time of creation of this document, about 2,200 education modules had been completed in the past 30 days by West Virginia WIC participants. West Virginia currently has 49 active lesson modules in its custom lesson library in both English and Spanish. These lessons cover a wide range of topics including emergency food safety. West Virginia has noted that the flexibility of lessons online was critical especially during the early months of the pandemic.

In West Virginia, WICSmart allows for WIC participants to select the lesson(s) they would like to hear and receive more information. This supports the *Value Enhanced Nutrition Assessment* (VENA) of WIC and engages the participant in nutrition education topics. Through this education platform, West Virginia has expanded the types of nutrition education contacts and topics that can be completed by West Virginia WIC participants.

Local agency staff have reported positive comments from WIC participants who enjoy using WICSmart. Some participants have taken notes on lessons and discussed with local agency staff at the next visit. It is also noted, many participants take more than one lesson at a setting even though only one is required per the nutrition education visit.

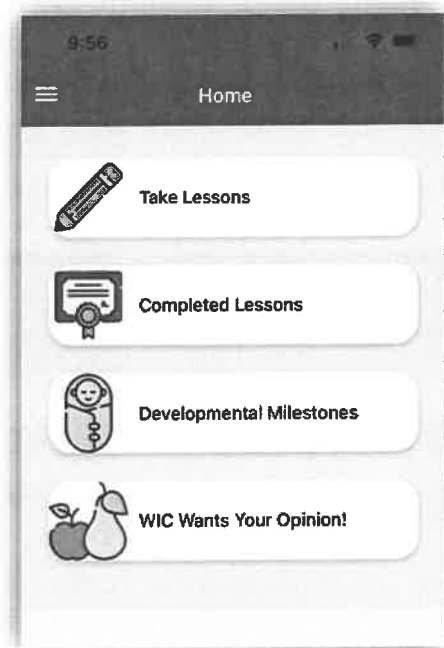
West Virginia WIC has designed worked with JPMA to create several new WICSmart lesson modules. West Virginia WIC staff designed the new lessons based upon local agency staff requests, newly released information, or general topic of need.

West Virginia WIC has also noted that the top five topics of interest to the participants changes every quarter, so this indicates focus of education changes for the participants.

The WICSmart mobile application received a major overhaul in 2021 and West Virginia WIC using many new features that were introduced. Participants can now view and retake previously completed lessons and the new West Virginia WICSmart home screen supports *custom buttons*.

West Virginia currently has two custom buttons: "**WIC Wants Your Opinion!**" – this button displays a survey developed by the West Virginia WIC program related to the CVB increase that was part of the American Rescue Plan. The second button displays CDC's **Developmental Milestones** content, which is part of their 'Learn the Signs, Act Early' initiative.

WICSmart supports an unlimited number of custom buttons which can dramatically increase the services that can be provided in WICSmart.



West Virginia WIC has requested to extend the agreement with JPMA and the WICSmart and WICShopper platforms for and additional year plus 3 on-year renewals. West Virginia WIC has requested a new comprehensive Statement of Work since the scope of services provided by JPMA has expanded dramatically since the original SOW was created. It is our hope that this Statement of Work will be responsive to this request.

WICShopper Introduction

The objective of WICShopper is to help participants thrive in the WIC program by providing them with tools they need to succeed.

WICShopper accomplishes this objective by providing core services that help WIC participants understand what they can purchase with their prescribed WIC benefits. WICShopper then incorporates supporting services such as a mobile version of the Approved Foods List, recipes, 'life-hacks' and vendor locations along with other assets provided by the WIC State Agency.

The capabilities and specific functions of WICShopper vary between agencies depending on eWIC implementation status and the objectives of the WIC State Agency. A major aspect of the services provided by JPMA is to work with the State Agency to customize the features of WICShopper to meet their objectives.

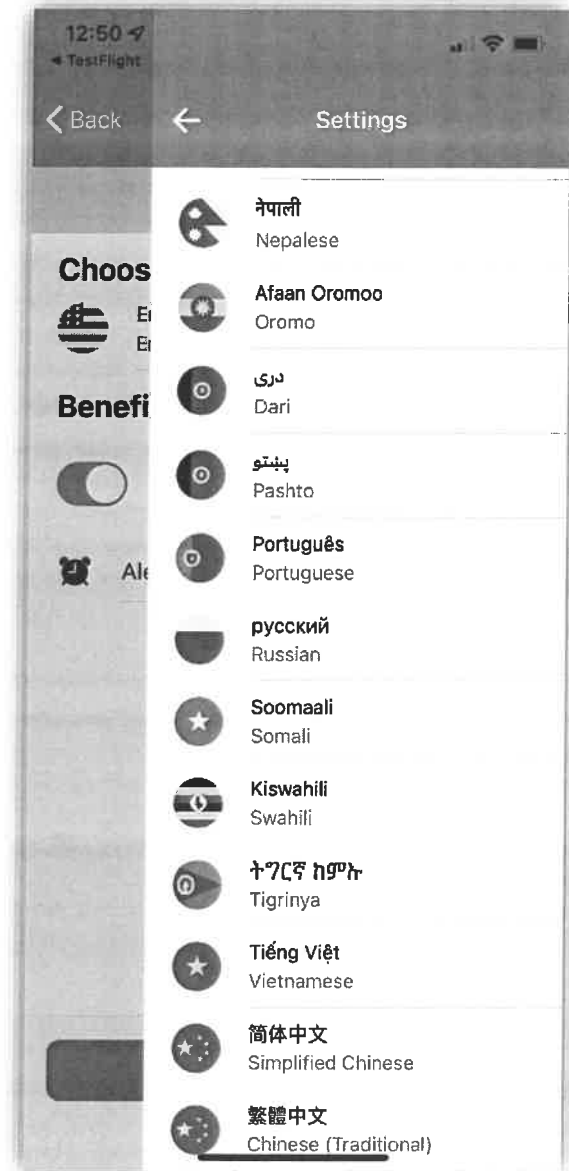


A recent study supported by Healthy Eating Research, a national program of the Robert Wood Johnson Foundation found that "Use of the [WICShopper] app was significantly related to higher redemption rates across food benefits"

Language Support in WICShopper

WIC serves a diverse array of immigrant and refugee communities and WICShopper supports many of their native languages. At the time of this writing, WICShopper supports 21 languages, including Dari and Pashto, both languages spoken by Afghan refugees. With the help of partnering WIC agencies, all languages have been professionally translated.

If WIC State agencies serve communities who's language is not supported, JPMa will provide our translation files to the agency for translation. Once translations are complete, we will add support for that language to WICShopper at no cost to the agency.



Features of the WICShopper Application

All features listed and associated work by JPMA are included with the subscription cost quoted in this document unless otherwise noted on the pricing page.

Product Verification

Participants can scan products to determine whether the product is on the state's APL. JPMA downloads and imports the state's APL every night to ensure list is current and accurate.

Possible scan results are:

- "WIC ALLOWED" - other allowed items from the category are also displayed
- "NO ELIGIBLE BENFITS" (Requires Benefit Balances) - This is a WIC eligible item but user was not issued benefits in this SUBCATEGORY or does not have enough benefits left for purchase.
- "NOT A WIC ITEM" – This item is not in the state's APL
- "CVB - FRUITS AND VEGETABLES" (Not pictured)



Implementing “Benefit Balance” Functionality in WICShopper

Benefit Balances in West Virginia will continue being obtained via the integration between the WICShopper host and the CDP WIC Connect Universal Interface.

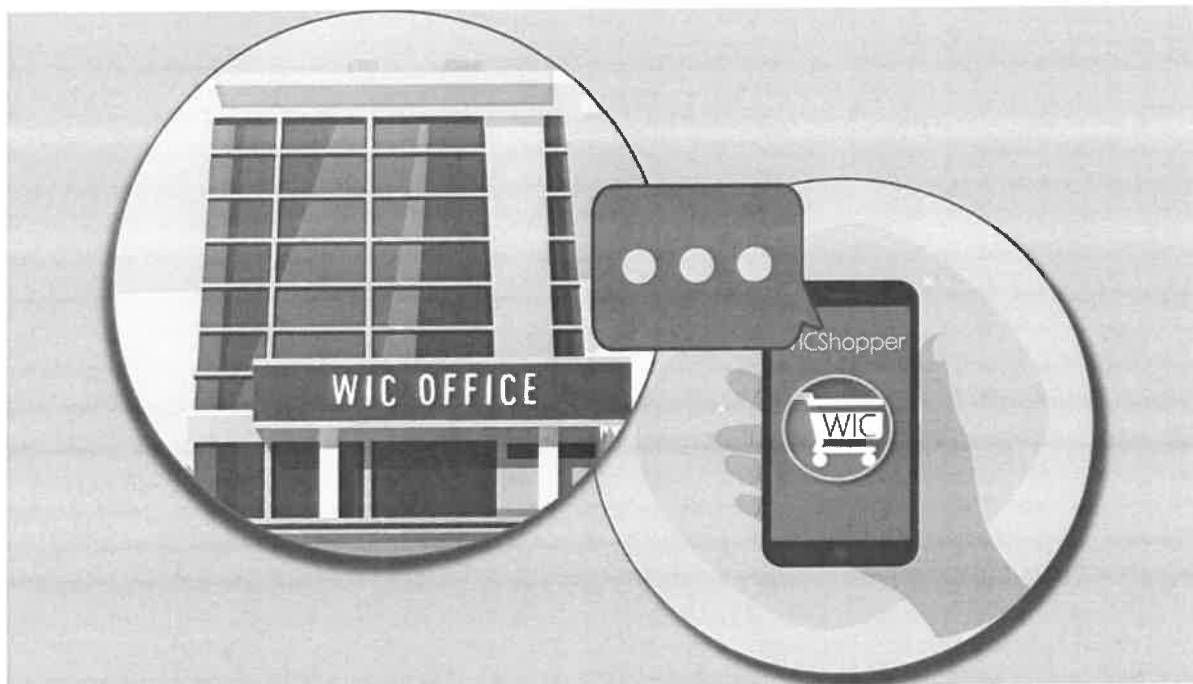
WICShopper will query current and future participant benefit balances as well as providing the following features:

- Download and display client’s prescription by category/sub-category using current APL designations
- Positive confirmation of *personal* WIC eligibility of any product scanned.
- Display “Quantity Allowed” for any WIC-eligible product scanned (based on remaining benefits)
- Remaining CVB balance display
- Support for foster families with multiple WIC cards
- Alerts when the benefit period are approaching expiration

In 2022, JPMA will be migrating to the CDP WIC Direct “REST” integration. **This will provide us with the opportunity to add additional functionality, such as redemption history. There is no timeline for this currently, but we are excited to bring new functionality to all of our supported agencies that use CDP!**



Participant Outreach



Facilitating communication between agencies and participants has become one of the most important services provided by between JPMA and partnering state agencies. In agencies where benefit balances are supported, our data shows that **80%–95% of card-holding families use WICShopper on average over 4.5 times per month**. This makes WICShopper one of the most effective vehicles for ensuring participants are aware of important information from their WIC agency.

This section will describe methods available for agencies to share information with participants as well as way participants can use WICShopper to communicate with agencies.

BANNERS

Upon request from the WIC agency, JPMA will create and post custom banners to participants in the WIC agency. Tapping the banner displays additional information on the banner's topic.

Banners have been used to alert participants about food recalls, farmer's market coupons/reminders, new food list announcements and surveys produced by the WIC agency.

Banners were used extensively in the initial months of the COVID-19 pandemic to alert participants of rapidly changing food policies to address food shortages. In the last weeks of March – **From June – December 2021, WICShopper participants tapped banners over 700,000 times to learn about the CVB increase in WIC.**

AD HOC PUSH NOTIFICATIONS

Much like WICShopper banners, agencies can collaborate with JPMA to schedule a planned push notification, or even send out immediate notifications for more urgent situations.

Like banners, when the user taps the push notification, we will display the custom messaging we designed in cooperation with the agency. Push notifications will help facilitate messaging for any purpose - emergency policy changes, updated food lists, or messaging related to agency campaigns.



ONE-TIME 'LEARNER' SLIDES

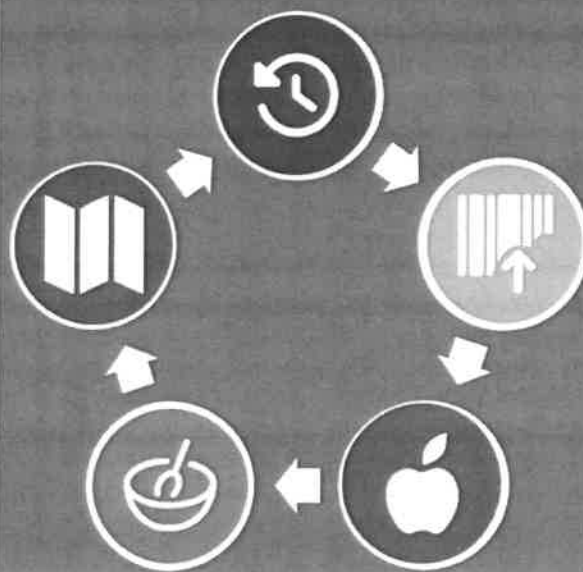
WICShopper has the ability display full-screen 'learner' slides to be viewed by the participant the next time they open the app.

This functionality can be used to explain the addition of a new feature, welcome new users to the app, or provide information about new shopping opportunities like self-checkout or curbside pickup.

Agencies are welcome to design their own slides, or JPMA creative staff can design slides for them. Multiple slides can be displayed in succession allowing the user to swipe between them.

WELCOME BACK!

**SOME BUTTONS HAVE BEEN MOVED
AND WILL APPEAR IN A DIFFERENT
ORDER ON THE HOME SCREEN**



PARTICIPANT TO AGENCY COMMUNICATION

WICShopper provides a “Rate or Leave Feedback” feature that allows WIC participants to request support from JPMA or even contact the State Agency directly if the agency allows.

If a submission is made to JPMA, JPMA staff will determine the nature of the submission. If it is an app-related question or problem, JPMA staff will support them directly. If the problem is related to the participant’s benefits, a vendor issue, or the WIC program in general, JPMA support staff will instruct the participant to contact their local WIC clinic, or we will forward the issue to our point of contact at the state WIC office.

This functionality can be customized based on the needs of the WIC agency. Agencies have added submission options to request appointment changes and other requests that are sent directly to the WIC state agency.

Feedback

The WIC Program cares about you and your family. Please share your feedback, experiences at the store and with the WICShopper app, or let us know if you need additional help shopping with WIC.



Rate WICShopper

Tap here to rate WICShopper and leave a review in your app store.



Comment or Question

Tap here if you have questions or comments about the WICShopper app.



File a complaint

Tap here if you have a complaint about a store or the WIC program. Your complaint will be submitted directly to state WIC staff for review.

I COULDN'T BUY THIS!

WICShopper helps agencies 'crowdsource' finding missing products from the Approved Product Lists. If a participant (or WIC staff) finds a product scanning as "NOT A WIC ITEM", they can tell you about it. Participants fill out a simple form that is submitted to the state's APL manager via email to review. The form includes images of the front and back label of the product.

This feature gives the state agency an avenue to communicate with the participant. Even if the product is not WIC eligible, it gives the agency the opportunity to explain to the participant *why* it is not eligible.

The screenshot shows a mobile app interface titled 'Product Help'. At the top, there is a 'Back' button and a title bar. Below the title bar, there is a list of input fields with corresponding icons: a clock icon for 'Seven Sundays', a spoon icon for 'Cereal', a bag icon for '20oz', and a barcode icon for '716688107046'. Each field has a close button (an 'x' in a circle) to its right. Below the list, there is a text field with the placeholder 'Please add this item!' and a close button. At the bottom, there is a section titled 'PRODUCT PHOTO *' which contains two side-by-side images of a bag of 'SEVEN SUNDAYS ORGANIC MUESLI WILD & FREE' cereal.

SUBCATEGORY MESSAGING

WICShopper can include messaging for any purpose on any subcategory prescribed by the agency. The most common use of this will be to help participants navigate Least Expensive Brand rules, recall notifications or brand/package size change alerts.

When the participant taps the icon, the message defined by the agency will be displayed.

This feature may be useful beyond LEB rules. For example, if there is a substantial policy change related to package sizing or eligible brands for a particular category, subcategory messaging can be an effective method to disseminate this information.

The screenshot shows a mobile app interface with a list of food items. The items are: '36 OZ Breakfast Cereal', '2 BAG/JAR/CAN Peanut Butter/Beans', 'Expanded bread options!', and '15.00 \$\$\$ Fruit and Vegetables'. Each item has a right arrow icon. The 'Expanded bread options!' item is highlighted, and a message box is displayed over it. The message box contains the text: 'Expanded bread options! If you are pregnant or breastfeeding, you can now get any brand of 100% whole wheat bread up to 24 ounces or WIC-approved brand corn tortillas up to 24-ounces. Contact your local WIC clinic to have your food benefits changed to 24 ounces'. Below the message box is an 'Ok' button.

WICShopper 'Dynamic' Content

Many of the features in WICShopper rely on pulling content that changes regularly and is loaded into the app as needed, or 'dynamically'. This includes content that is driven by the State Agency (*Get Help!*, *Approved Food List*, etc), driven by JPMA (*Recipes*, *Life Hacks*, etc) or content that is developed with not-for-profit partners or government agencies like Cooking Matters, ASPHN and the CDC.

This section will describe examples of partnership content as well as details of Recipes, help pages and other WICShopper features.

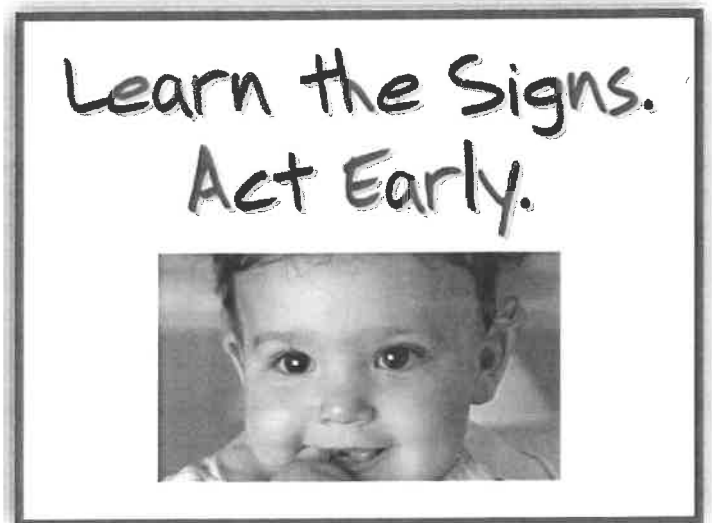
Content Developed with Partners

CDC 'LEARN THE SIGNS, ACT EARLY' INITIATIVE

Throughout 2021, JPMA has worked extensively with Association of State Public Health Nutritionists (ASPHN) to bring the CDC's Developmental Monitoring "Learn the Signs, Act Early" content into both WICShopper and WICSmart. This content was made available for every agency to review and add it to their agency profile if desired.

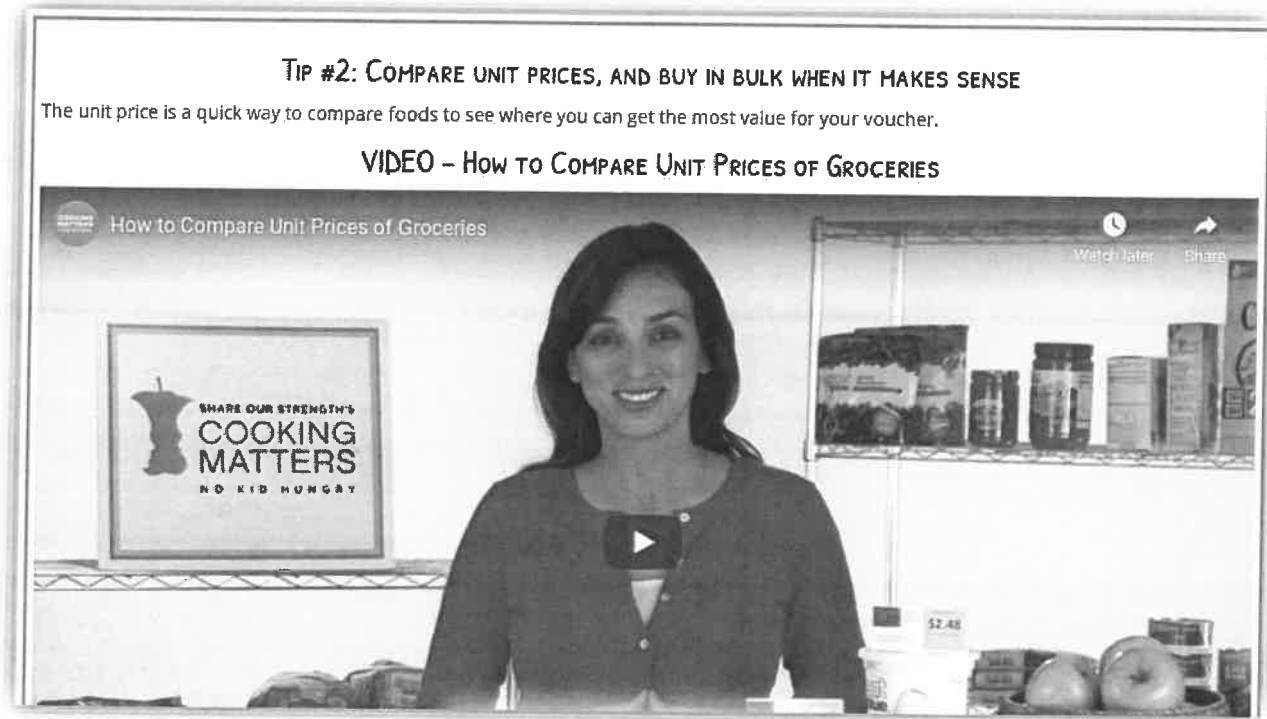
Most agencies elected to make this content available to their participants as either buttons, banners, or both in their agency profile.

WICS participants have viewed this content over 400,000 times and is still receiving between 2,000 and 5,000 views each day.



COOKING MATTERS

HOW TO SELECT, STORE AND PREPARE FRUITS AND VEGGIES



JPMA partners with *Share Our Strength's Cooking Matters* to create content that will help WIC participants manage the fruits and veggies they are purchasing with their CVB benefits. This content was made available for agencies to review and make available to their participants via a button on the WICShopper home screen, banners, or both.

The content is divided into three categories:

- Get the most produce with my benefits
- Make my produce last LONGER
- Get your family enjoying more fruits and veggies

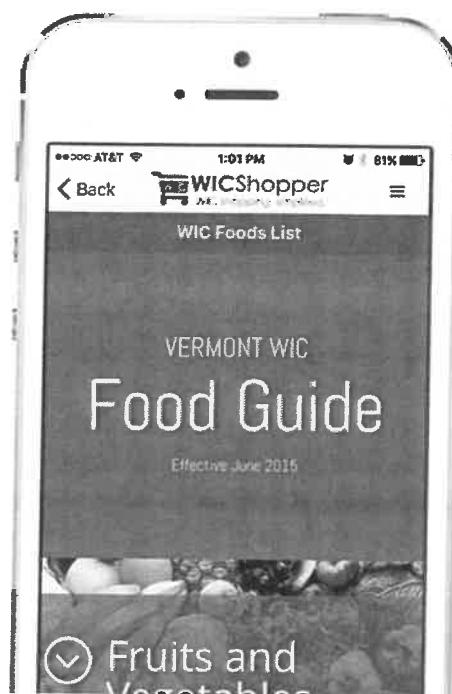
Each section has several tips with short, digestible videos (most 30 seconds or less) and a carousel of beautiful infographics created by the Cooking Matters team.

WIC-APPROVED FOOD LIST

WICShopper will ensure that participants are never without their WIC Approved foods list. We create a mobile friendly format of the food list and add navigation so when a participant taps “*Whole Wheat Breads and Grains*” they can immediately see the agency’s category guidelines without further searching.

Have a change? JPMA will make updates and changes as often as requested for subscribing agencies.

Have food lists for multiple languages? JPMA can typically do this for all languages and make it easy for participants to choose their native language.

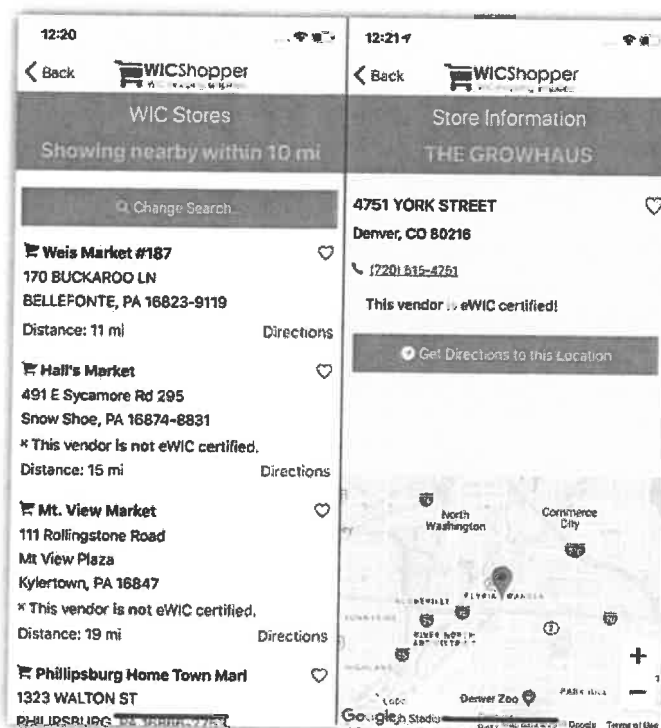


LOCATE STORES AND CLINICS

WICShopper provides the locations of vendors and clinics to make sure participants know where to shop and how to contact their local agency. Locations are geolocated to find the closest location to the participant when they need it. Participants can get directions and even call their agency directly from the app.

WICShopper also can distinguish between vendors that are eWIC certified and those that are not. This is critical during pilot and rollout to ensure that participants know where they can use their new eWIC card.

The State Agency can provide vendor and clinic locations to JPMA as frequently as needed.



GET HELP!

“Get Help!” is a prominent button on the home screen of WICShopper. This section is custom built for each agency to provide critical information the participant needs to succeed in WIC. This content can be updated as needed to reflect the current state of eWIC implementation.

Most agencies choose to provide some or all the following:

- Help desk phone number
- Videos/tutorials about how to use your eWIC card, how to change the PIN, what to do if you lose your card...
- Answers to other FAQ’s participants normally addressed by the agency help desk or local offices.



RECIPES

The primary objective of WICShopper is to help participants find their WIC foods, but we also want to show participants healthy and delicious ways to prepare them.

We have hundreds of recipes handpicked from WIC agencies, non-profit food advocates and food providers to the WIC program. All our recipes have a focus on ingredients that are typically found in WIC food packages.

This feature is currently used by all WIC agencies supported by JPMA.



Integrating Recipes into the Participant's App Flow



One of the objectives of WICShopper is to help encourage participants to redeem and use the WIC benefits they have been issued. To accomplish this objective, WICShopper alerts WIC participants five day before the current benefit period is about to end, and provide innovative recipes and tips to educate the participant how to use the foods that may otherwise go unredeemed.

When the participant taps the alert, they are brought to a benefits listing screen that shows only the unredeemed foods they have left along with recipes and tips on how they can use those foods. This small change resulted in a 234% increase in the number of participants viewing the WICShopper recipe library. But more telling was a 504% increase in *total recipe views*, indicating a massive shift in how recipes are used in the app, and that users are returning frequently to view multiple recipes.

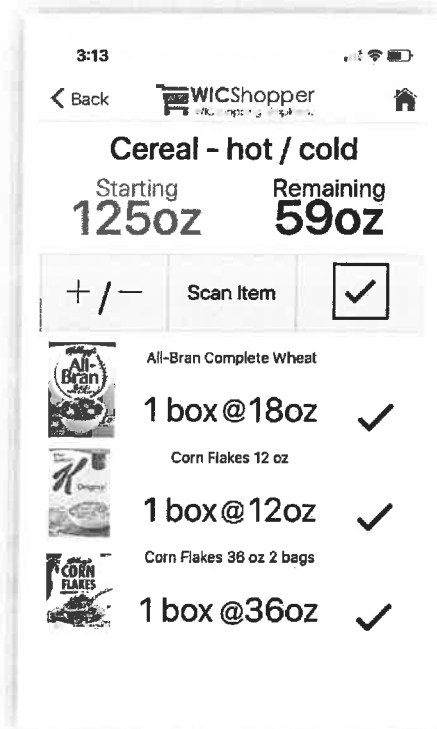
This simple but effective innovation American Heart Association's first-ever Foodscape Innovation Excellence Award and Consumer Choice Award!



CEREAL, WHOLE WHEAT, AND PRODUCE CALCULATORS

WIC participants using WICShopper no longer need to calculate how many 18oz, 20oz and 24oz boxes of cereal they can purchase or how to find the best combination of produce to maximize their produce benefits.

WICShopper has built in calculators for cereal, whole wheat and CVV subcategories to do the math for them.



LIFE HACKS

Life Hacks are creative ways to save money, time, or use WIC foods creatively. For example, how to upcycle baby food jars to collect seeds or grow your own herbs...

Our growing Life Hack library comes from various sources and are often submitted by participants in the program.

This feature is currently used by all WIC agencies supported by JPMA.



MY WIC APPOINTMENTS AND REMINDERS

Participants can now view “My Appointments” from the main menu in the app to see the date, time, and location of their upcoming appointment.


Participants will also receive notifications a week prior to the appointment. They can adjust the notification to alert them any time up to 15 days prior.


This feature requires a very simple flat file interface with the agency MIS system. The WICShopper host consumes the output file nightly so the data is always current. File formats and further technical information can be made available upon request.


[< Back](#)


My Appointment


Oct 21, 7:30 AM
EAST HARTFORD HEALTH DEPARTMENT: MAIN OFFICE

 **50 Chapman Place**
EAST HARTFORD, CT 06108

[860-528-1458](tel:860-528-1458) 

wic@easthartfordct.gov 

[Additional Details](#) 

 GET DIRECTIONS TO THIS LOCATION

[<](#)

Requirements

Items to Bring

eWIC Card

Proof of Identity *Examples are:*

- CT Drivers License
- CT ID
- Passport
- Student ID
- Social Security Card
- Birth Certificate

Infant/Child Certification (Green) Form

- Recent height and weight (not more than 60 days old) and bloodwork (hemoglobin)

Email forms to the WIC office. See previous screen for WIC office email.

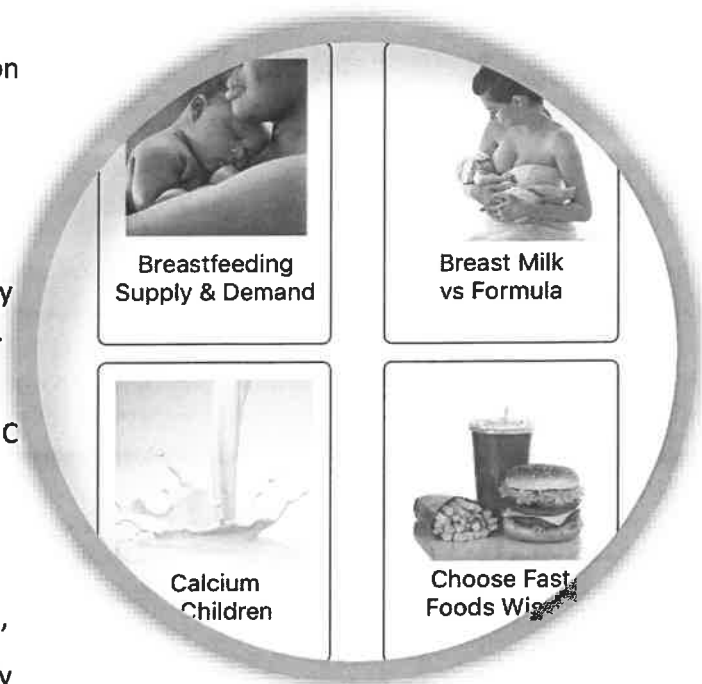
****Fax 860-282-4861**

WICSmart Introduction

WICSmart is a breastfeeding and nutrition education platform that allows WIC agencies to use lessons from JPMA's existing lesson library or customize lessons to suit their agency requirements.

The WICSmart mobile application has been completely re-developed in 2021 to introduce many new features and provide a better user experience. These new features are described below.

The existing library of lessons was developed by WIC nutritionists from the community of WIC agencies that subscribe to WICSmart. Agencies can use the WICSmart Lesson Designer to customize any lesson or even develop new lessons from scratch. Alternatively, the agency may provide a 'wireframe' for new lessons and JPMA will work with the agency to create the lesson in the WICSmart environment.



WICSmart manages the distribution of lessons and provides extensive reporting of participant interaction with each lesson including certification and tracking of every response to lesson questions and history of all lessons taken.

Participants can complete assigned lessons over the internet, in the clinic or on the WICSmart mobile app.

Implementing WICSmart Your Agency

The first step for an agency implementing WICSmart is to review the available lessons to determine their suitability for use in the agency's program. The agency may select lessons for use by participants or may identify lessons requiring customization prior to being used by West Virginia WIC participants.

JPMA will then build the profile for the state agency using the clinic structure as defined by the agency. Households can be imported as needed (typically weekly or bimonthly) with participants assigned to their proper local WIC agency.

WICSMART LESSON LIBRARY

WIC agencies have hundreds of existing lesson modules (in multiple languages) to choose from for their agency's custom library. Most lesson content has been developed by WIC nutritionists in agencies that use WICSmart. Agencies also can request customization of existing lessons or develop completely new lessons.

WICSmart lessons modules are short in length, 7 to 15 minutes, and allow the WIC participant to take the lesson at their convenience. A lesson may also be paused, and the participant can come back later to view.

Lessons can be downloaded to review off-line if broadband access is spotty. The completed lessons are recorded to the participant's account when they access and use online services again.

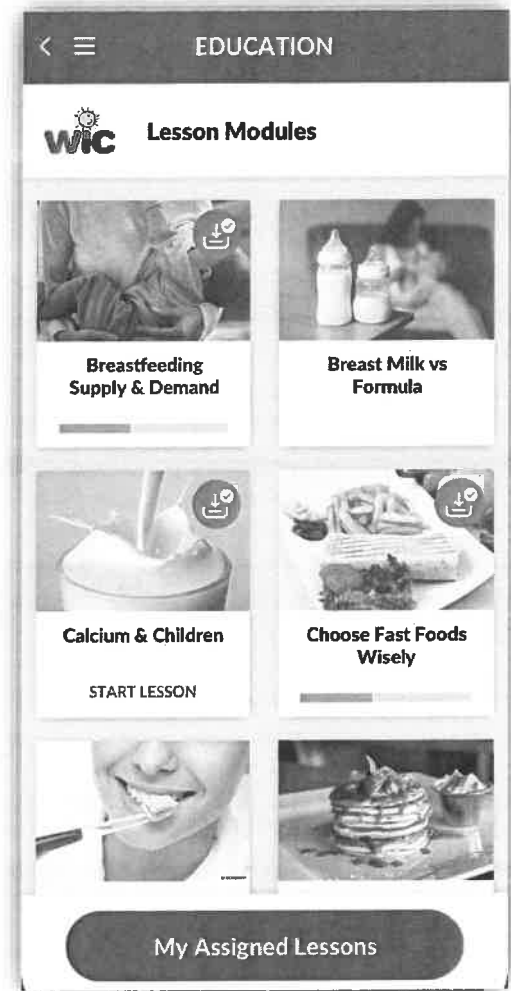
JPMA also works with government agencies and not-for-profit partners to create lesson content to make available to agencies.

COOKING MATTERS®

Share our Strength's Cooking Matters has been teaching parents and caregivers how to prepare healthy meals on limited budgets through WICShopper for several years. Now we have brought their invaluable resources to WICSmart in the form of 5 new lesson modules:

- Hack Your Snack
- Making Recipes Work for You
- Menu Planning Basics
- Saving Money by Reducing Food Waste
- The Family Kitchen

In addition to these existing lessons, Cooking Matters will be creating a new lesson every month during the end of 2021 and early 2022



CDC "LEARN THE SIGNS, ACT EARLY"

<< BACK Nutrition Education // ASPHN // Español // Indicadores Importantes

2 Meses	4 Meses	6 Meses	9 Meses	1 Año
Indicadores Importantes 2 Meses	Indicadores Importantes 4 Meses	Indicadores Importantes 6 Meses	Indicadores Importantes 9 Meses	Indicadores Importantes 1 Año
18 Meses	2 Años	3 Años	4 Años	
Indicadores Importantes 18 Meses	Indicadores Importantes 2 Años	Indicadores Importantes 3 Años	Indicadores Importantes 4 Años	

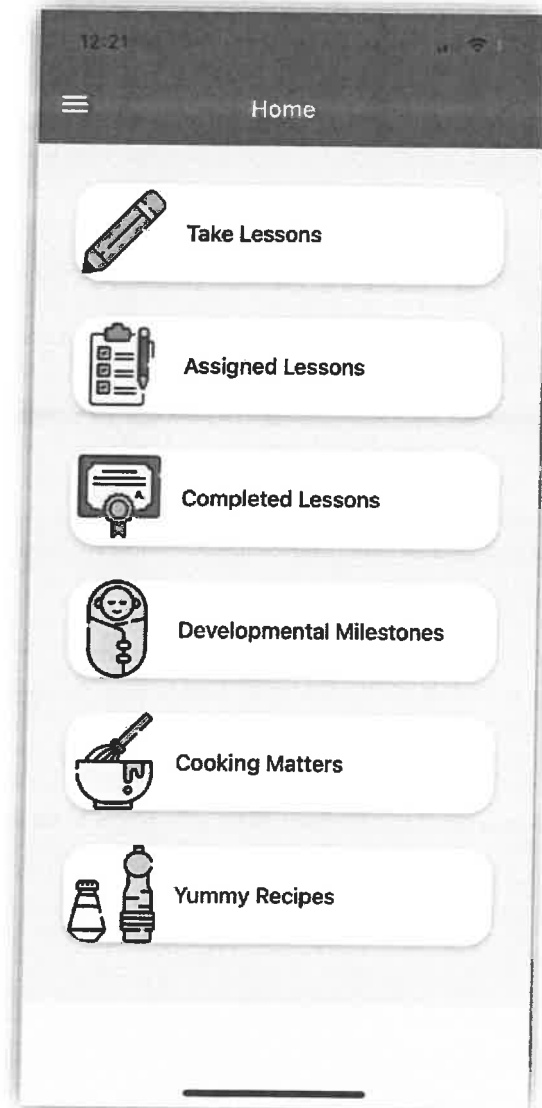
In cooperation with the *Association of State Public Health Nutritionists (ASPHN)* JPMA developed WICSmart lesson modules in English and Spanish for participants to gauge the development of their children in all age groups up to age five. All lessons include nutrition and development information to ensure they qualify as a nutrition education contact

CUSTOM HOME MENU AND DYNAMIC BUTTONS

Part of the WICSmart mobile application overhaul done in 2021 was to add custom buttons to WICSmart to help agencies further customize the app and integrate important health resources from the agency.

We have already created 'Nutritional Resources' pages in WICShopper for many agencies - this type of content can now be available to participants in one or both apps, as can the recipe libraries, CDC Developmental Milestones content, breastfeeding resources, surveys, or any other custom content the agency wishes to make available to participants.

State agencies can work with JPMA staff to define the desired features and JPMA will help to develop the custom menu.



ALTERNATE LANGUAGE SUPPORT

WICSmart has always supported lesson modules in Spanish, but now the entire app is fully supported in Spanish. Language selection will be the first option the participant sees when they install the app.

Once Spanish is selected, all features and available lessons will be displayed in Spanish. Additional languages will be supported in the future.



LAUNCH WICSMART DIRECTLY FROM WICSHOPPER

For WIC agencies that use WICShopper and WICSmart, we can now add a button in WICShopper to launch WICSmart.

WICSmart remembers the participant's log-in information, so participants can be up and completing a lesson module from WICShopper in seconds.



Integrating WICSmart with your MIS

WICSmart provides an optional Application Program Interface (API) to provide integration into the agency's MIS system. When integrated, the API allows the agency to use their existing MIS to manage families in WICSmart and assign lessons and view lesson results.

The following methods are support in the WICSmart API:

Families

Add Family

Update Information of a Family

Delete a Family

Course Assignments

Assign Course to a Family

Update a Course Assignment

Delete a Course Assignment

Courses

Get Active Courses

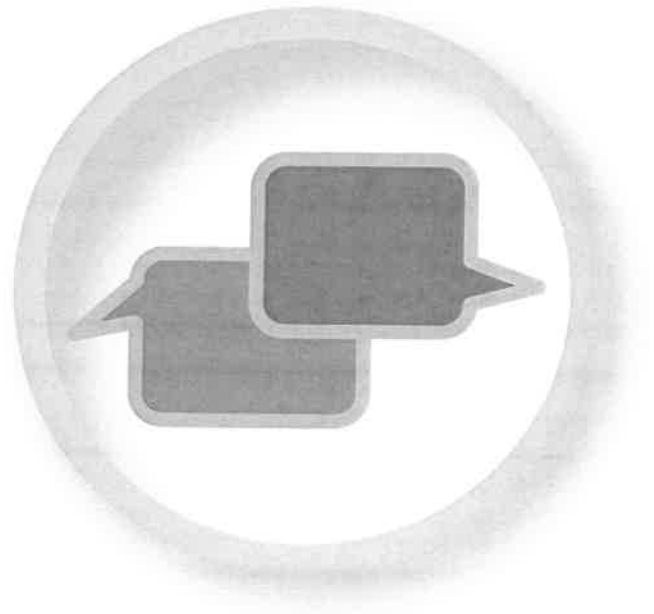
Get Completed Courses (from a data range)

SUPPORT AND MAINTENANCE

JPMA provides first-level support to the subscribed agencies and their participants who use WICShopper and WICSmart. The WICShopper mobile app includes an email address for support (WICShopper@jpma.com) in the "About" section.

WICShopper also has a "Rate or Leave Feedback" button on the main screen of the app where participants can contact JPMA support with questions or problems. If a WIC participant submits a question better handled by WIC staff, JPMA will forward it to our points of contact in the state WIC office.

Support is available during business hours and issues are typically resolved on the same business day they are received.



Project Cost Quotation

Important notes:

- 1.) Unless otherwise noted, pricing includes all features and services related to the listed products.
- 2.) WICShopper pricing is exclusive of any fee which may be charged by your MIS or EBT provider. (No such fees currently exist).
- 3.) Pricing is valid for 120 days and only if awarded as part of a direct award (sole-source) contract between WVDHHR - Bureau for Public Health - Office of Nutrition Services and JPMA, Inc.
- 4.) Pricing is based on annual payment in advance per the Terms and Conditions section titled Payment in Arrears stating "...payments for software, licenses, subscriptions, or maintenance may be paid annually in advance. The SOW is for the subscription services of 2 WIC applications (apps) and therefore fall under the allowable payment in advance."

Description	Base Year	Option Year 1	Option Year 2	Option Year 3
	1/1/2023 – 12/31/2023	1/1/2024 – 12/31/2024	1/1/2025 – 12/31/2025	1/1/2026 – 12/31/2026
Annual Subscription for WICShopper and WICSmart applications	\$49,000.00	\$49,000.00	\$51,450.00	\$54,023.00
Annual Cost Increase *5% annual increase applied to total cost of previous years contract	N/A	\$2,450.00	\$2,573.00	\$2,701.00
Total Annual Cost	\$49,000.00	\$51,450.00	\$54,023.00	\$56,724.00

Base Year Contract Start Date: Effective upon award

Base Year Contract End Date: Effective upon award

Approved:

Ryan Magee _____ Name

President & COO _____ Title

Ryan Magee _____ Signature

10/28/2022 _____ Date

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

State Agency, Board, or Commission (the "State"): West Virginia Department of Health and Human Resources

Vendor: JPM A, Inc.

Contract/Lease Number ("Contract"): CCT WIC2300000001

Commodity/Service: Annual Subscription for WICSmart and WICShopping

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

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.
- Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV DHHR
By: Altha Greenhouse
Printed Name: Altha Greenhouse
Title: Proc. Sp. Sr
Date: 1-9-2023

JPMA, Inc.
Vendor: _____
By: Ryan Magee
Printed Name: Ryan Magee
Title: President & COO
Date: 10 / 28 / 2022

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

FEDERAL FUNDS ADDENDUM

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

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

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

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

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

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

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

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

c. Definitions: For purposes of this section:

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

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

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

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

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

State of West Virginia

By: Althea Greenhowe

Printed Name: Althea Greenhowe

Title: Proc. Sp. Sec.

Date: 1-9-2023

Vendor Name:

By: Ryan Magee

Printed Name: Ryan Magee

Title: President & COO

Date: 10 / 28 / 2022

Rev. 4/5/2022

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

W. Va. CSR § 148-1-5

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

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

Currentness

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

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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

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

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

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

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

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

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

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

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

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

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

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

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

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

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

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

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

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

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the

same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party status will be presumed to be a related party subject to debarment.

5.6. Damages.

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

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

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

Credits

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

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

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

End of Document

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

Prevailing Wage Determination

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