



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

State of West Virginia
Contract

Order Date: 04-24-2025

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

Order Number:	CCT 0506 3147 EPS2400000001 1	Procurement Folder:	1360477
Document Name:	CANCER REGISTRY DATA SYSTEM	Reason for Modification:	
Document Description:	CANCER REGISTRY DATA SYSTEM		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Crystal G Hustead		
Telephone:	(304) 558-2402		
Email:	crystal.g.hustead@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-10-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-10-14

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000229707 UNIV OF UTAH OFFICE INTL EDUC/STUDY ABROAD SALT LAKE CITY UT 841129113 US Vendor Contact Phone: 801-585-5628 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: Jodie F Miller Requestor Phone: (304) 356-4057 Requestor Email: jodie.f.miller@wv.gov 2025 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 - CANCER REGISTRY 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US	PURCHASING DIRECTOR 304-356-4116 HEALTH AND HUMAN RESOURCES BPH - CANCER REGISTRY 350 CAPITOL ST, RM 125 CHARLESTON WV 25301-3715 US

Total Order Amount: \$47,769.00

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>Tanahill 4/1/25</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Guy</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>5-6-25</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

THE VENDOR, UNIVERSITY OF UTAH, ROCKY MOUNTAIN CANCER DATA SYSTEMS, AGREES TO ENTER WITH THE AGENCY, WV DEPT OF HEALTH (WVDH), BUREAU FOR PUBLIC HEALTH (BPH), OFFICE OF EPIDEMIOLOGY AND PREVENTION SERVICES (OEPS), INTO A CONTRACT FOR SOFTWARE LICENSES FOR THE DEPARTMENT'S WV CANCER REGISTRY (WVCR) DATA SYSTEM, SUPPORTING THE TRUE OPERATIONAL NEED TO PROVIDE A HOSPITAL SYSTEM FOR CANCER REGISTRARS TO ABSTRACT CANCER CASES AND TO PROVIDE A CENTRAL CANCER REGISTRY DATA WAREHOUSE PER THE TERMS AND CONDITIONS, SPECIFICATIONS, BID REQUIREMENTS, ADDENDUM 1 ISSUED 04/24/2024, AND THE VENDOR'S BID DATED 05/06/2024, INCORPORATED HEREIN BY REFERENCE, AND MADE A PART OF HEREOF.

CONTRACT TERM - initial Contract Term: The Initial Contract Term will be for a period of one year (1). The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of WV contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk, 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. The renewal of this contract is limited to three (3) successive one (1) year periods. Automatic renewal of this contract is prohibited.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	0.00000		0.000000	\$47,769.00
Service From		Service To	Manufacturer	Model No	
2024-10-15		2025-10-14			

Commodity Line Description: Deliverable 1 - Per Section 4.4.2.1.1

Extended Description:

4.4.2.1.1 Deliverable 1, Day 1 through the end of the contract; Vendor will provide software and software licenses to ten abstracting facilities and software to maintain the central registry data warehouse. System documentation and training by Vendor will be available. Vendor will support its use Monday through Friday 11:00 am to 5:00 pm Eastern Standard Time.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81112200	0.00000		0.000000	\$0.00
Service From		Service To	Manufacturer	Model No	
2024-10-15		2025-10-14			

Commodity Line Description: Deliverable 2 - Per Section 4.4.2.1.2

Extended Description:

4.4.2.1.2 Deliverable 2, Day 1 through Day 15; Vendor will migrate current warehouse data to new system and ensure abstracting software is configured and ready to use by hospital and WVCR staff.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81112200	0.00000		0.000000	\$0.00
Service From		Service To	Manufacturer	Model No	
2024-10-15		2025-10-14			

Commodity Line Description: Deliverable 3 - Per Section 4.4.2.1.3

Extended Description:

4.4.2.1.3 Deliverable 3, Day 15; Cancer registry software will be up and operational allowing abstractors to abstract ensuring that history of previous cancer patients are available within the new system.

STATE OF WEST VIRGINIA
ORDER OF PRECEDENCE AND ADDITIONAL TERMS AGREEMENT

THIS ORDER OF PRECEDENCE AND ADDITIONAL TERMS AGREEMENT, by and between the University of Utah, on behalf of its Rocky Mountain Cancer Data Systems ("Vendor") and the State of West Virginia ("State"), collectively referred to herein as (the "Parties"), is intended to provide an order of priority for the various documents that comprise the contract resulting from the CRFQ EPS2400000001 ("Contract") and to add certain required terms to the Contract.

The Parties Agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

Contract Documents:

- a. This Document - First in priority.
- b. University of Utah Business Associate Agreement - Second in Priority
- c. Vendor Quote, and Scope of Work - Third in Priority
- d. Federal Funds Addendum - Fourth in Priority.

2. **Additional Contract Terms.** The following additional terms are added to the Contract:

a. **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.

b. **LATE PAYMENT PENALTIES** - Any language in any document imposing any interest or charges due to late payment is deleted.

c. **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-appropriate or non-funding shall not be considered an event of default.

d. **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.

e. **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.

f. 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.

g. 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>.

h. ISRAEL BOYCOTT: Vendor 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.

i. 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.

The Parties are signing this Agreement on the date stated below the signature.

VENDOR:

University of Utah,
Rocky Mountain Cancer Data
Systems

By: Cynthia Best

It's: SOM Vice Dean, Finance & Admin

Signed: Cynthia Best

Date: 1/31/2025

West Virginia
Purchasing Division

By: Samantha L. Willis

It's: Director & General Counsel

Signed: Samantha L. Willis

Date: 2/6/25

UNIVERSITY OF UTAH BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective as of the date it is fully executed by the Parties (the “Effective Date”), is entered into by and between West Virginia Department of Health (WVDH), Bureau for Public Health (BPH), Office of Epidemiology and Prevention Services (OEPS) (“Covered Entity”), and the University of Utah, a body politic and corporate of the State of Utah, on behalf of its Rocky Mountain Cancer Data Systems (“Business Associate”) (each a “Party” and collectively the “Parties”).

The Parties have previously executed or are considering execution of contractual arrangements through which Business Associate may access, use, or disclose Protected Health Information (“PHI”) in connection with its performance of services that may cause Business Associate to meet the definition of a “business associate” under the HIPAA Standards (“Services”) on behalf of Covered Entity. When used in this Agreement, the term “Underlying Agreement” means all current and future agreements between the Parties in which Business Associate may access, use, or disclose PHI in connection with its performance of Services. The Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act of 2009, as codified at 42 U.S.C. § 17901 *et seq.* (“HITECH Act”), and any current and future regulations promulgated under HIPAA or the HITECH Act. HIPAA, the HITECH Act and any current and future regulations promulgated under either are referred to in this Agreement as “HIPAA Standards.” This Agreement sets forth the terms and conditions pursuant to which PHI (electronic and non-electronic) that is created, received, used, maintained, or transmitted by the Business Associate from or on behalf of Covered Entity, will be handled between the Business Associate and Covered Entity and with third parties during the term of the Underlying Agreement and after its termination.

1. PERMITTED ACCESS, USE, AND DISCLOSURE OF PHI

- a. Services. Pursuant to the Underlying Agreement, Business Associate provides Services for Covered Entity that may involve the access, use, or disclosure of PHI. Except as otherwise specified herein, Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement.
- b. Business Activities of the Business Associate. Provided such access, use, or disclosure of PHI would not violate HIPAA Standards if done by the Covered Entity, Business Associate may:
 - i. Use PHI for proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate.
 - ii. Disclose PHI to third parties for the proper management and administration of Business Associate or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, that (i) the disclosures are required by law, or (ii) Business Associate has received written assurances from the third party regarding its confidential handling of such PHI as required under 45 C.F.R. §§164.314 and 164.504(e)(4), and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Data Aggregation. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

a. Responsibilities of Business Associate. Business Associate shall:

- i. Not access, use, or disclose PHI other than as permitted or required by this Agreement or as required by law.
- ii. Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.
- iii. Report, in writing, to Covered Entity within fifteen (15) business days any unauthorized access, use, or disclosure of PHI of which it becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and any security incident of which it becomes aware, and cooperate with Covered Entity in any mitigation or breach reporting efforts. Notwithstanding the foregoing, the Parties acknowledge that Business Associate is likely to experience security incidents that do not result in unauthorized access, use, or disclosure of PHI. The Parties agree that this paragraph constitutes notice to Covered Entity of any such unsuccessful security incident. By way of example, unsuccessful security incidents covered by this paragraph include firewall pings and port scans of Business Associate.
- iv. In accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(ii), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to terms and conditions that are materially similar to those that apply to Business Associate with respect to such information.
- v. As applicable, within fifteen (15) business days of a request from Covered Entity, make available PHI in a designated record set to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.
- vi. As applicable, within fifteen (15) business days of a request from Covered Entity, make any amendments to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
- vii. As applicable, maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
- viii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.
- ix. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA Standards.
- x. Comply with minimum necessary requirements under the HIPAA Standards.

b. Responsibilities of Covered Entity. Covered Entity shall:

- i. Inform Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's access, use, or disclosure of PHI.
- ii. Inform Business Associate of any changes in, or revocation of, the permission by an individual to access, use, or disclose PHI, to the extent that such limitation may affect Business Associate's access, use, or disclosure of PHI.
- iii. Notify Business Associate, in writing and in a timely manner, of any restriction on the access, use, or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect the access, use, or disclosure of PHI by the Business Associate.
- iv. Except if Business Associate will access, use, or disclose PHI for data aggregation, or management, administrative, or legal responsibilities of Business Associate, Covered Entity will not request Business Associate to access, use, or disclose PHI in any manner that would not be permissible under HIPAA Standards if done by the Covered Entity.
- v. Business Associate shall maintain cyber liability insurance in an amount of at least ten million dollars (\$10,000,000) in annual aggregate and professional liability insurance of at least one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in annual aggregate, which insurance requirements may be satisfied via a well-managed program of self-insurance.

3. TERMS AND TERMINATION

- a. Term. The Term of this Agreement shall commence on the Effective Date, and shall terminate on the termination date of the Underlying Agreement or on the date Covered Entity terminates this Agreement for cause as authorized in Section 3(b), whichever is sooner.
- b. Termination for Cause. Covered Entity may terminate this Agreement if Covered Entity determines Business Associate has violated a material term of this Agreement and Business Associate has not cured the breach or ended the violation within thirty (30) days or such longer cure period as may be specified by Covered Entity.
- c. Obligations of Business Associate upon Termination. Business Associate agrees to return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J), if it is feasible to do so. If it is not feasible for Business Associate to return or destroy PHI, Business Associate will notify Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement to Business Associate's access, use, or disclosure of any PHI retained after the termination of this Agreement, and to limit any further access, use, or disclosure to the purposes that make the return or destruction of the PHI infeasible. If destroyed, Business Associate shall provide Covered Entity a written statement that confirms that all PHI in the possession of Business Associate has been eliminated. If it is infeasible for

Business Associate to obtain any PHI from a subcontractor or agent, Business Associate must provide a written explanation to Covered Entity of the reasons therefor, and require the subcontractors or agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors' or agents' access, use, or disclosure of any PHI retained after the termination of this Agreement, and to limit any further access, use, or disclosure to the purposes that make the return or destruction of the PHI infeasible.

- d. Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Underlying Agreement.

4. MISCELLANEOUS

- a. Survival. The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive termination of this Agreement indefinitely.
- b. Amendments; Waiver. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. The Parties agree to take such action as is required to amend this Agreement from time to time as necessary to ensure compliance with the HIPAA Standards or other applicable law.
- c. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Standards.
- d. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- e. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below:

UNIVERSITY OF UTAH

**PO Box 842259
LOS ANGELES, CA 90084-2259
Attn: Privacy Officer
With a copy by email to: baa@utah.edu
Fax: 801-587-9443**

If to Covered Entity, to:

WV Department of Health, Bureau of Public Health, Office of Epidemiology and Prevention Services
BPH- Cancer Registry
350 Capitol Street, Room 125
Charleston, WV 25301
Attn: Myra Fernatt, Data Manager - Phone No. 304-356-4953
Fax: 304-558-4463

If no address is given by Covered Entity, Business Associate may use the address for Business Associate on file with Business Associate's Information Privacy Office.

5. DEFINITIONS.

- a. Terms used but not otherwise defined in this Agreement shall have the same meaning ascribed to those terms in the HIPAA Standards.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

COVERED ENTITY

By: Heather White
(Signature)

By: Heather White
(Print Name)

Title: Procurement Specialist, Senior

Date: 3/7/2025

BUSINESS ASSOCIATE

By: Brent Wilson
(Signature)
Electronically signed by:
Brent Wilson
Date: Mar 6, 2025 11:05
MST

By: Brent Wilson

Title: Chief Compliance Officer, University
of Utah Health

Date: 03/06/2025

ADVANCING CANCER REGISTRIES: THE BENEFITS OF TRANSITIONING TO A CLOUD-BASED ENVIRONMENT AT THE UNIVERSITY OF UTAH

INTRODUCTION

In the realm of cancer registry management, the legacy of innovation dates back to 1963 with the inception of the Rocky Mountain Cancer Data Systems (RMCDS). With over 60 years of expertise, this legacy has paved the way for the University of Utah's cutting-edge cloud-based environment, offering Central Cancer Registries a transformative pathway from conventional facility and state server systems. This document aims to elucidate the multifaceted advantages of this transition, celebrating RMCDS's historical contributions and highlighting benefits ranging from streamlined operations to enriched resource access.

1. A LEGACY OF INNOVATION: ROCKY MOUNTAIN CANCER DATA SYSTEMS (RMCDS)

Founded over 60 years ago, the Rocky Mountain Cancer Data Systems (RMCDS) has long been a trailblazer in cancer registry management. Over the decades, RMCDS has been instrumental in the development of pivotal initiatives, including the Surveillance, Epidemiology, and End Results (SEER) program, the North American Association of Central Cancer Registries (NAACCR), and numerous state Central Registries. This legacy of commitment to advancing cancer data management and research has laid the groundwork for our current endeavor.

2. SERVING THE CANCER DATA ECOSYSTEM

Today, RMCDS proudly supports 17 state registries, over 350 hospitals, and directly supports the VA National Oncology Program. This extensive network of partnerships and collaborations exemplifies RMCDS's ongoing dedication to advancing cancer research and improving patient outcomes.

3. ENHANCED OPERATIONAL SUPPORT

- **OPERATIONAL EXCELLENCE:** Building upon RMCDS's legacy, our cloud-based environment includes operational support, IT support, and access to expertise. We understand that operation, access, and a seamless transition is vital to your operations, and our team ensures a smooth migration process.
- **TECHNICAL EXPERTISE:** Our experienced technical team is available to address queries and provide timely solutions during the migration process and after to minimize disruptions and optimize the utilization of the cloud-based infrastructure.

4. EFFICIENCY AMPLIFICATION

- **OPTIMIZED PERFORMANCE:** The University of Utah's cloud infrastructure accelerates data processing, analysis, and reporting tasks, bolstering operational efficiency and research initiatives.
- **SCALABLE RESOURCES:** The cloud's adaptability ensures resources can be allocated dynamically, meeting the fluctuating demands of data processing.

5. FORTIFIED DATA SECURITY AND COMPLIANCE

- **A HERITAGE OF SECURITY:** Reflecting RMCDS's commitment to data security, our cloud platform employs cutting-edge encryption and access controls to safeguard sensitive patient data.
- **CONTINUOUS SECURITY ENHANCEMENT:** Regular updates fortify the system against evolving threats, ensuring data remains secure.
- **COMPLIANCE ADHERENCE:** Our cloud-based environment aligns with stringent security standards, including FISMA 88 compliance. This commitment ensures the highest level of security protocols to protect your valuable cancer registry data.

6. INNOVATION WITH TESTED NLP, MACHINE LEARNING, AND ONGOING EHR INTEGRATION DEVELOPMENT

- **HARNESSING INNOVATION:** Building on RMCDS's innovative spirit, our cloud-based environment integrates advanced technologies like Natural Language Processing (NLP) and Machine Learning. These tools have been successfully tested on structured, unstructured, and semi-structured data, enhancing the precision and speed of cancer data analysis.
- **EHR AND EMR INTEGRATION (IN DEVELOPMENT):** As part of our ongoing commitment to innovation, we are actively developing the seamless integration of Electronic Health Records (EHR) and Electronic Medical Records (EMR) systems, including examples like EPIC and Cerner. This integration aims to streamline data exchange, improve accuracy, and enable comprehensive patient profiles.

7. DATA INTEGRITY ASSURANCE

- **AUTOMATED BACKUPS:** The cloud environment's automated backups, echoing RMCDS's dedication, ensure data remains secure and restorable.
- **DATA VALIDATION PROTOCOLS:** Advanced integrity checks mitigate the risk of data corruption, reflecting RMCDS's commitment to quality data.

8. SEAMLESS ACCESSIBILITY, COMMUNICATION, AND COLLABORATION

- **GLOBAL REACH:** In keeping with the ethos of RMCDS, users can access the registry securely from anywhere, enabling remote collaboration while safeguarding data.
- **FACILITATED COLLABORATION:** The cloud environment fosters real-time collaboration among geographically dispersed teams, enriching data sharing and collaborative analysis.
- **STREAMLINED INTERACTION:** Integrated communication tools facilitate swift interactions among supported partners, bolstering coordination and information flow.
- **COLLABORATION-CENTRIC TOOLS:** Cloud-based tools, in alignment with RMCDS's collaborative spirit, empower various registries to collaborate seamlessly, ensuring data completeness and consistency.
- **CROSS-DISCIPLINARY ENGAGEMENT:** Access to University resources encourages interaction with experts from diverse fields, enriching registry efforts with multidisciplinary insights.

9. ACCESS TO ENRICHING RESOURCES

- **RESEARCH ADVANCEMENTS:** Honoring RMCDS's legacy, the University of Utah empower in-depth cancer research and analysis through access to the Eccles Medical Library and many other valuable resources potentially instrumental to the overall understanding of cancer data and other aspects of patient data and care.
- **PROFESSIONAL DEVELOPMENT:** Seminars, workshops, and training sessions amplify the RMCDS tradition of continuous growth, RMCDS is actively integrating these aspects of professional development to enhance our users' expertise.

12. SIMPLIFIED MANAGEMENT AND DATA SECURITY

- **INTUITIVE INTERFACE:** The developing platform's user-friendly dashboard streamlines data management, echoing RMCDS's commitment to simplicity and efficacy.
- **COMPREHENSIVE DATA PROTECTION:** Automated backups and disaster recovery mechanisms reflect RMCDS's proactive approach to data security.

13. ABSTRACTION SERVICES AS AN ADDITIONAL SERVICE

- **ASSISTED DATA ENTRY AND QUALITY REVIEW:** Our cloud-based environment offers abstraction services, with Certified Tumor Registrars ensuring quality in data management and recording.

CONCLUSION

The transition to a University of Utah cloud-based environment aligns seamlessly with RMCDS's legacy of innovation and over 60 years of expertise. We invite directors, leadership, and administrators to embrace a transformation that redefines cancer registry management. By honoring the past and embracing the future, we embark on a journey that not only optimizes cancer research and data management but also stands as a testament to our shared commitment to a brighter, cancer-free future.

For deeper insights into this transition and its historical resonance, robust operational support, innovative technologies, and state-of-the-art security features, please contact:

Email: RMCDS@Utah.edu

Phone: 801-581-4307

Website: <https://medicine.utah.edu/rocky-mountain-cancer-data-systems>

Respectfully,



Daniel West Denhalter, MSPH
Department Director
University of Utah Health
Daniel.Denhalter@Utah.edu



ROCKY MOUNTAIN CANCER DATA SYSTEMS



<https://medicine.utah.edu/rocky-mountain-cancer-data-systems>

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Cancer Registry Software

Since 1968

Non-profit organization, a Department of the University of Utah, specializing in computerized tumor registries and data collection for over 40 years



ROCKY MOUNTAIN
CANCER DATA SYSTEMS



<https://medicine.utah.edu/rocky-mountain-cancer-data-systems>

- Central Registry Support
 - 17 State/Regional Registries
 - VA National Oncology Program Central Registry
 - Virgin Islands Central
- Hospital Registry Support
 - Over 350 Hospital Registries
- Multi-Facility Management Software

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Rocky Mountain Cancer Data Systems

- SEER – Utah Cancer Registry
- RMCDS – Virgin Islands
- RMCDS - Wyoming
- There are other registries that have started the process into using CHPC services to host their registry

Global Protect to connect to vpn.utah.edu
Remote Desktop to connect to CHPC server
Set up Users through the University of Utah
Two – Factor Authentication

ROCKY MOUNTAIN
CANCER DATA SYSTEMS



<https://medicine.utah.edu/rocky-mountain-cancer-data-systems>

UNIVERSITY OF UTAH HEALTH

Advancing CHPC services

- Web based user interface connection
- Seamless data transfer of files from hospitals
- Connection to EHR Database structures
- Natural Language Processing
- Registry Focused - Machine Learning Development

ROCKY MOUNTAIN
CANCER DATA SYSTEMS



<https://medicine.utah.edu/rocky-mountain-cancer-data-systems>

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Accreditation



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- NAACCR Compliant – Version 23
- NIST Compliant
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EXHIBIT A

ANNUAL LICENSE FEE SCHEDULE

Year	Annual License Fee	Next Year Increase
2024-2025	\$47,769.00	5%
2025-2026	\$50,157.45	5%
2026-2027	\$52,665.32	5%
2027-2028	\$55,298.59	
4-Year Total: 2024-2028	\$ 205,890.36	

FEDERAL FUNDS ADDENDUM
2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

FEDERAL FUNDS ADDENDUM

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

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

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

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

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

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

c. Definitions: For purposes of this section:

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

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

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State of West Virginia

By: Heather White

Printed Name: Heather White

Title: Procurement Specialist, Senior

Date: 3/18/2025

Vendor Name:

By: 

Printed Name: Daniel Denhalter

Title: Director

Date: 3/18/2025

**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