



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

State of West Virginia Master Agreement

Order Date: 06-24-2025

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:	CMA 0803 0096 DOT2500000038 1	Procurement Folder:	1707005
Document Name:	Professional Technical Consulting	Reason for Modification:	
Document Description:	Professional Technical Consulting		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000049002 eVision Partners, Inc. 8522 Six Forks Road Raleigh NC 27615 US Vendor Contact Phone: 9196051590 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Carla Parent Rotsch Requestor Phone: (304) 558-9240 Requestor Email: carla.j.rotsch@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
WVDOH PROCUREMENT DIVISION OF HIGHWAYS 1900 KANAWHA BLVD BLDG 6 RM 340A CHARLESTON WV 25405 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

CR 6-26-25

Total Order Amount:	Open End
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Purchasing Division's File Copy

JE 6/24/25

PURCHASING DIVISION AUTHORIZATION
DATE: 6.25.25
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 6/27/2025
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 6-27-25
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, eVision Partners Inc., agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOT), into an open-end contract to provide Professional Technical Consulting per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 06/10/2025, Addendum_2 dated 06/11/2025 and the Vendor's bid dated 06/18/2025, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101504			HOUR	170.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Onsite Consulting

Extended Description:

Onsite Consulting Services

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101504			HOUR	190.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Onsite Project Management

Extended Description:

Onsite Project Management

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101504			HOUR	120.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Onsite Technical Writing/Admin Support

Extended Description:

Onsite Technical Writing/Admin Support

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80101504			HOUR	145.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Remote Consulting

Extended Description:

Remote Consulting Services

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80101504			HOUR	165.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Remote Project Management

Extended Description:

Remote Project Management

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80101504			HOUR	95.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Remote Technical Writing/Admin Support

Extended Description:
Remote Technical Writing/Admin Support

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one 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 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 (3) three one year renewals 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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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.

☒ PMP Certified

☐

☐

☐

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: \$500,000.00 per occurrence.

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

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

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

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

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

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

☐

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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 www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR 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) Robert C. Cooney

(Address) 8522 Six Forks Road, Suite 102, Raleigh, NC 27615

(Phone Number) / (Fax Number) 919-605-1590; 919-341-5396 - Fax

(email address) rcooney@evisionpartners.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through w/OASIS, 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.

eVision Partners, Inc.

(Company)

(Signature of Authorized Representative)

Robert C. Cooney

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

(919) 605-1590 - Phone; (919) 341-5396 - Fax

(Phone Number) (Fax Number)

rcooney@evisionpartners.com

(Email Address)

REQUEST FOR QUOTATION
Professional Services for Technical Consulting, Technical Writing & Project Management

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish an open-end contract for professional technical consulting, technical writing and project management services. The Vendor will be expected to perform requirements gathering, conduct gap analysis of current requirements, facilitate information gathering, assist with specification development and perform project management functions. Services will be obtained based on the development of a detailed scope of work outlining the specific project requirements per engagement. If the Vendor assists in the development of specifications used for competitive bidding, the Vendor will not be permitted to participate in the bid process.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1** “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2** “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3** “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4** “ADO” refers to Agency Delivery Order, approved purchase document released by the OASIS system off the awarded statewide contract.
 - 2.5** “AAMVA” refers to the American Association of Motor Vehicle Administration and is a national organization that is charged with improving highway safety and identification security by promoting uniform standards for all areas related to driver licensing. This includes but is not limited to the following AAMVA Programs: State-to-State information exchange, Driver History Record (DHR), Exclusive Electronic Exchange (EEE), Drug and Alcohol Cleaning House (DACH).
 - 2.6** “AASHTO” refers to the non-profit, non-partisan association of highway and transportation departments in the 50 states, the District of Columbia and Puerto Rico. It represents all transportation modes: air, highways, public transportation,

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active transportation, rail and water. Its primary goal is to foster the development, operation and maintenance of an integrated national transportation system.

- 2.7 **“CDLIS”** refers to a national system mandated by the Commercial Motor Vehicle Safety Act of 1986. This system is operated by AAMVA and is a nationwide computer system that enables licensing agencies to ensure that each commercial driver has only one driver’s license and one complete driver record. CDLIS transmits out-of-state convictions, transfers records when a commercial driver moves and responds to requests for driver status.
- 2.8 **“Drug and Alcohol Clearing House (DAC)”** refers to a centralized database managed by the Federal Motor Carrier Safety Administration (FMCSA) used to track drug and alcohol violations committed by commercial driver’s license (CDL) holders. The system provides real-time access to information.
- 2.9 **“ERP”** refers to Enterprise Resource Planning Software, a type of software system that helps businesses manage and integrate their core operations. It centralizes data and automates workflow across multiple departments like finance, accounting, procurement and human resources.
- 2.10 **“IFTA International Fuel Tax Agreement”** refers to a multi-jurisdictional base state agreement between the lower 48 state of the United States and the Canadian provinces.
- 2.11 **“IRP International Registration Plan”** refers to a cooperative agreement among US States, the District of Columbia and Canadian provinces to facilitate the registration of commercial vehicles operating across multiple jurisdictions.
- 2.12 **“In-House Employee”** refers to an employee who is directly employed by the Vendor, rather than through a third-party vendor or third-party agreement. This employee must receive direct compensation for services from the Vendor responding to this solicitation.
- 2.13 **“PDPS – Problem Driver Pointer System”** refers to a computerized database maintained by the National Highway Traffic Safety Administration (NHTSA) within the National Driver Register (NDR). These are systems operating within AAMVA that allows jurisdictions to check if a drivers’ privilege to operate a vehicle has been revoked, suspended, cancelled or denied or if the user has been convicted of serious traffic offenses.
- 2.14 **“PMP Certification”** refers to the Project Management certification which is a globally recognized credential offered by the Project Management Institute (PMI).

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- 2.15** “SSOLV Social Security Online Verification” refers to a service provided by the U.S. Social Security Administration (SSA) and is facilitated by AAMVA. It allows state motor vehicle agencies to verify Social Security Numbers (SSNs) interactively and acts as a conductive form for transmitting information between the Agency and the SSA to ensure the accuracy of SSNs for driver licensing.
- 2.16** “Statement of Work (SOW)” refers to a written estimate of work proposed and the number of hours that will be needed to complete work identified for a specific solution.

3. QUALIFICATIONS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications.
- 3.1.1** The Vendor must currently employ and must maintain for the term of the contract, a minimum of two in-house employee/staff members experienced and qualified to provide professional technical consulting, technical writing and project management.
- 3.1.1.1** Proposed personnel must meet the experience and qualification requirements outlined in this solicitation must be currently employed by the Vendor at the time of bid submission.
- 3.1.1.2** The proposed personnel must be ready and available to begin providing services immediately upon award of this solicitation.
- 3.1.2** The Vendor must have a minimum of one staff member that is currently PMP certified. The Vendor must include a copy of this certification in Exhibit C – Vendor Proposed Staff.
- 3.1.3** The Vendor must provide personnel with documented experience working with large-scale enterprise solutions within public Department of Transportation agencies and must be familiar with operating policies and procedures involving Highway Operation.
- 3.1.4** The Vendor must provide personnel with documented experience working with AASHTO solutions and technical standards.

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- 3.1.5 The Vendor must provide staff with documented experience working with Federal Highway Administration policies and procedures for billing and Federal reimbursement.
- 3.1.6 The Vendor must provide staff with documented experience working with highways maintenance management and fleet management systems.
- 3.1.7 The Vendor must provide staff with documented experience working with Highways Project Management systems.
- 3.1.8 The Vendor must have experience developing technical specifications for Requests for Proposal (RFP) and must have experience with providing consulting services during the RFP evaluation process and award process.
- 3.1.9 The Vendor's proposed employees must have demonstrated experience working with a minimum of three public state government transportation entities and must have experience working with enterprise modernization projects converting legacy mainframe systems to a modern web-based ERP solution.
 - 3.1.9.1 Modernization project experience must demonstrate complex full-scale replacement of legacy financial systems within department of transportation public entities and that have successfully integrated this functionality into modern ERP solutions.
 - 3.1.9.2 The Vendor will be required to provide WVDOT (3) three customer references to document this experience. Customer references must demonstrate the Vendor's proposed staff possess a minimum of five (5) years of working experience with such customers.
 - 3.1.9.3 Vendor will be required to provide customer reference information in Exhibit B -Qualifications/References.
 - 3.1.9.4 WVDOT reserves the right to verify any information provided to confirm compliance with experience requirements. If WVDOT is unable to verify information, this may be considered failure to meet a

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mandatory requirement and could result in disqualification.

3.1.9.5 The Vendor must have employees on staff with experience working with enterprise Motor Vehicle management systems within the state government arena.

3.1.9.5.1 Motor Vehicle Management System experience must demonstrate enterprise level legacy mainframe driver licensing system replacement to a modernized software solution.

3.1.9.5.2 The Vendor's staff must have documented experience working with Motor Vehicle systems that involve complex AAMVA interfaces which include but are not limited to SSOLV, DACH, REAL ID, NHTSA, IFTA and IRP.

3.1.9.5.3 The Vendor's proposed staff must have documented experience working with Motor Vehicle accident reporting data and systems.

3.1.9.5.4 The Vendor's proposed staff must have a minimum of five (5) years of Motor Vehicle State Government experience. The vendor will be required to provide three (3) customer references to document this experience.

3.1.9.6 The Vendor shall complete Exhibit B -Vendor Qualifications/References and provide a minimum of (3) three references to demonstrate the services that have been provided within the last five years.

3.1.9.6.1 WVDOT will be contacting provided with references to confirm compliance with the experience requirements. If WVDOT is unable to verify information, this may be considered failure to meet a mandatory requirement and could result in disqualification.

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- 3.1.9.7 The Vendor shall provide resumes of all personnel that will be providing services covered under this contract. The resumes must include work experience, education and industry certifications. This information must be included in Exhibit C – Vendor Proposed Staff.
- 3.1.9.8 WVDOT reserves the right to verify any information provided to confirm compliance with experience requirements. If WVDOT is unable to verify information, this may be considered failure to meet a mandatory requirement and could result in disqualification.
- 3.1.10 The Vendor shall submit documentation for all employees that may be assigned to work with WVDOT providing services under this contract. The employees may be required to submit fingerprints for background investigation performed by the Agency. The Agency reserves the right to approve all staff members assigned to perform services under this contract.

 - 3.1.10.1 The Vendor will be required to complete Exhibit C – Vendor Proposed Staff assigned to work under this contract.
 - 3.1.10.2 The Vendor must assign a primary point of contact responsible for coordinating the services provided under this contract. The primary point of contact will work directly with the WVDOT project manager.
- 3.1.11 Any changes to staff members assigned to provide services under this contract must be approved by the WVDOT project manager prior to any personnel changes. Substitute staff members shall meet all requirements detailed in this RFQ.
- 3.1.12 Vendor employee references provided in Exhibit B - Vendor Qualifications/References shall demonstrate that the staff members assigned to work with WVDOT meet the following minimum requirements.

 - 3.1.12.1 At a minimum, the Vendor's proposed staff must have at least five (5) years of documented experience

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providing technical consulting and project management for transportation, highways and Motor Vehicle public agencies.

3.1.12.2 At a minimum, the Vendor must employ a minimum of two individuals that possess documented the experience outlined in section 3 of this solicitation.

3.1.12.3 The Vendor will be required to provide documentation demonstrating the proposed staff experience on Exhibit C - Proposed Staff.

3.1.13 The Vendor's office must be physically located within the Continental US and the Vendor must have the ability to make on-site trips to WVDOT Headquarters located in Charleston, WV with 48-hour notice of required on-site assistance.

3.1.14 The proposed staff assigned to provide services under this contract must be physically located within the Continental US.

3.1.14.1 The Vendor's compliance with experience requirements will be determined prior to contract award. WVDOT will be contacting references provided. The Vendor must provide current contact information for individuals with first-hand knowledge of the Vendor's performance.

3.1.14.2 The Vendor must provide resumes for individuals that will be providing services under this contract. Information must include the number of years of experience, training and relevant professional education. Resumes must be provided in Exhibit C – Proposed Vendor Staff. The Vendor must also provide any documentation requested during the evaluation to assist in confirmation of compliance with this requirement. Failure to provide requested information may result in disqualification.

3.1.14.3 In the event WVDOT is unable to verify the Vendor's experience or is unable to contact the references provided, the Vendor may be disqualified for failure to meet the Qualification/Experience requirements.

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- 3.1.14.4 If WVDOT receives a customer reference indicating the vendor failed to satisfactorily complete the project outlined in the reference, this will be considered a failure to comply with the reference requirement and may result in disqualification.

3.2 Service Delivery and Statement of Work:

This will be an open-ended contract to provide hourly rates for professional services based on an approved SOW (statement of work) using the established contract hourly rates. A SOW will be created to establish an agency delivery order ADO for each agency request. Hourly rates and professional roles used in the SOW shall be detailed in Exhibit A - Pricing Page.

- 3.2.1.1 The Vendor must begin work developing a SOW when requested by WV DOT within five (5) business days.
- 3.2.1.2 The Vendor must be available between the hours of 8:00 a.m. to 5:00 p.m. Eastern Standard Time, excluding WV State and Federal Holidays. The Vendor must be available either by phone, via remote connection or in person when needed.
- 3.2.1.3 The Vendor must bid hourly rates which will be utilized to perform services in accordance with an approved SOW detailing the scope, expectations and deliverables required for each release order.
- 3.2.1.4 Work performed under an approved SOW may be invoiced monthly and shall include the required backup documentation of work completed for the hours being billed. Invoices with insufficient backup documentation will be returned to the Vendor for correction.
- 3.2.1.5 The Vendor must work cooperatively with Agency personnel to develop the SOW for services to be provided. The success of the project is dependent on the Vendor's understanding of the Agency's business practices and procedures.
- 3.2.1.6 The Vendor will be required to work with the Agency subject matter experts during the life of this contract. This may involve conducting interviews, reviewing Agency

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documentation, attending meetings both in person and remotely as well as observing the work being performed by Agency personnel.

- 3.2.1.7 The Vendor will be required to provide detailed status reports regarding progress with Agency personnel to ensure project delivery is within project defined schedule outlined in the approved SOW.
- 3.2.1.8 The Vendor must utilize an understanding of the Agency work processes and provide recommendations for requirements that may be utilized to develop specifications for the competitive bid process.
- 3.2.1.9 The Vendor will be required to participate as an advisor during a bid evaluation process.
- 3.2.1.10 The Vendor will be required to provide project management functions to ensure the successful completion of the tasks outlined in the approved SOW.
- 3.2.1.11 The Vendor will be required to facilitate information gathering from WVDOT personnel to ensure successful completion of the approved SOW.
- 3.2.1.12 The Vendor will be required to assist the WVDOT with the development of long-term strategic planning and budget creation for projects in an approved SOW.
- 3.2.1.13 The Vendor must also review system requirement documentation and perform a gap analysis of existing Agency documentation and provide recommendations for areas of improvement. This may require the Vendor to develop additional documentation to fill identified gaps.
- 3.2.1.14 The Vendor must analyze existing business processes and provide recommendations to optimize business efficiency through process improvement.
- 3.2.1.15 Each SOW must be mutually approved of by both the Agency and Vendor. An approved ADO (Agency Delivery Order) will be processed and provided to the Vendor when work has been authorized.

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3.2.1.16 The Vendor must outline and identify staff members providing services in the SOW and include a firm fixed price for work being performed.

3.2.1.17 The SOW will include a detailed list of expectations and deliverables along with a time frame for completion.

3.2.1.17.1 It will be the Agency's discretion to require onsite or off-site services for each project. This requirement will be discussed during the development of the SOW.

3.2.1.17.2 If onsite services are necessary, the vendor shall utilize an hourly rate that incorporates costs associated with travel. Itemized travel expenses cannot be billed separately.

3.2.1.17.3 In the event

4. CONTRACT AWARD:

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

4.2 Pricing Pages: Vendor should complete the Pricing Pages by completing Exhibit A – Pricing Page. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: John Estep John.W.Estep@WV.gov.

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5. ORDERING AND PAYMENT:

- 5.1 Ordering:** The Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. The Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 5.3** The vendor shall be responsible for all mileage and travel costs, as shown on the pricing page for all contract services to be performed onsite. Any anticipated travel expenses must be included in a flat hourly rate listed on the Vendor's bid on Exhibit A – Pricing Page and accepted under this contract and any approved SOWs.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** The Vendor shall deliver standard orders within the timeframe established in the approved SOW. The Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain the approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return

REQUEST FOR QUOTATION
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within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

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

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

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

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

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7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Robert C. Cooney
Telephone Number: (919) 605-1590
Fax Number: (919) 341-5396
Email Address: rcooney@evisionpartners.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2500000072

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge the addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of the addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

eVision Partners, Inc.

Company


Authorized Signature

June 18, 2025

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2500000072

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<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
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