The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder:	1220606
Procurement Type:	Central Master Agreement
Vendor ID:	VS0000005742
Legal Name:	vCloud Tech Inc
Alias/DBA:	
Total Bid:	$114,843.75
Response Date:	06/27/2023
Response Time:	16:23
Responded By User ID:	VCLOUD111
First Name:	Muhammad
Last Name:	Khan
Email:	vcloud@vcloudtech.com
Phone:	833-482-5683

SO Doc Code:	CRFQ
SO Dept:	0511
SO Doc ID:	BFA2300000001
Published Date:	6/8/23
Close Date:	6/28/23
Close Time:	13:30
Status:	Closed
Solicitation Description:	FUJITSU FI-8170 SCANNER OR EQUAL
Total of Header Attachments:	2
Total of All Attachments:	2

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

State of West Virginia
Solicitation Response

Proc Folder:	1220606
Solicitation Description:	FUJITSU FI-8170 SCANNER OR EQUAL
Proc Type:	Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-06-28 13:30	SR 0511 ESR06272300000006620	1

VENDOR

VS0000005742
vCloud Tech Inc

Solicitation Number: CRFQ 0511 BFA2300000001

Total Bid: 114843.75 **Response Date:** 2023-06-27 **Response Time:** 16:23:36

Comments:

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Fujitsu FI-8170 Scanner or Equal	125.00000	EA	918.750000	114843.75

Comm Code	Manufacturer	Specification	Model #
43211711			

Commodity Line Comments:

Extended Description:

3.1.1 Fujitsu FI-8170 Scanner or Equal

(833) 482-5683
Sales@vcloudtech.com
609 Deep Valley Drive Suite 200,
Rolling Hills Estates, CA 90274

TO: State of West Virginia,
Crystal G Hustead
2019 Washington Street East Post Office Box 50130
Charleston, WV 25305-0130

Email: crystal.g.hustead@wv.gov
Phone: (304) 558-2402

From: vCloud Tech Inc.
Harry King
609 Deep Valley Drive Suite 200
Rolling Hills Estates, CA 90274

Email: hking@vcloudtech.com
Phone: (833) 482-5683 Ext 701

Terms
FTIN: 46-3104792
Payment Terms: Net 30
Cage Code: 77T86
DUNS No: 079508688
Contract Name: Open Market
Contract No: OM
Credit Cards: VISA/MASTER
Credit Card Fees May Apply
Sales Tax May Apply

Quote No: H30345-0
Quote Date: 6/27/2023
Quote Expiry 7/27/2023
RFQ: N/A
Shipping:
Total Price: $ 114,843.75

Line No.	Part #	Description	Qty	Unit	Extended
1	PA03810-B055	FUJITSU COMPUTER PRODUCTS OF AMERICA, INC : FUJITSU FI-8170 IMAGE SCANNER COL SHTFEDSCAN 70PPM USB DUPLEX REPLACES FI-7160 (PA03670-B085)	125	$ 918.75	$ 114,843.75
				Subtotal	$ 114,843.75
				Sales Tax	$ -
				Total	**$ 114,843.75**

T&C May Apply

	Department of Administration **Purchasing Division** **2019 Washington Street East** **Post Office Box 50130** **Charleston, WV 25305-0130**	**State of West Virginia** **Centralized Request for Quote** **Office Equip.**

Proc Folder: 1220606 **Doc Description:** FUJITSU FI-8170 SCANNER OR EQUAL **Proc Type:** Central Master Agreement			**Reason for Modification:**
Date Issued	**Solicitation Closes**	**Solicitation No**	**Version**
2023-06-07	2023-06-28 13:30	CRFQ 0511 BFA2300000001	1

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

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

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR FUJITSU FI-8170 SCANNER OR EQUAL PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO	SHIP TO
HEALTH AND HUMAN RESOURCES	HEALTH AND HUMAN RESOURCES
BCF - COMMISSIONER'S OFFICE	BCF - COMMISSIONERS OFFICE
350 CAPITOL ST, RM 730	350 CAPITOL ST, RM 730
CHARLESTON WV	CHARLESTON WV
US	US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Fujitsu FI-8170 Scanner or Equal	125.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43211711			

Extended Description:

3.1.1 Fujitsu FI-8170 Scanner or Equal

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-06-14

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☑ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: June 14, 2023 at 10:00 AM ET

Submit Questions to: Crystal Hustead
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: crystal.g.hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wv*OASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wv*OASIS at its sole discretion. Such a prohibition will be contained and communicated in the *wv*OASIS system resulting in the Vendor's inability to submit bids through *wv*OASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wv*OASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wv*OASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus n/a convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ BFA2300000001
BID OPENING DATE: June 28, 2023
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by *wv*OASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 28, 2023 at 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the $125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:
www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women- owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in *wv*OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."

21. 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.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wv*OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☑ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

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

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

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

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

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

☐

☐

☐

☐

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

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

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

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

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.

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

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

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

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) Muhammad Khan, CEO

(Address) 609 Deep Valley Drive Suite 200, Rolling Hills Estates CA, 90274

(Phone Number) / (Fax Number) (833-482-5683) (323 978-6928)

(Email address) vcloud@vcloudtech.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*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.

vCloud Tech Inc
(Company)

Muhammad Khan
(Signature of Authorized Representative)

Muhammad Khan, CEO (6/26/2023)
(Printed Name and Title of Authorized Representative) (Date)

833-482-5683 (323-978-6928)
(Phone Number) (Fax Number)

vcloud@vcloudtech.com
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BFA2300000001

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 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)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand 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.

_____
Company

_____
Authorized Signature

_____
Date

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

REQUEST FOR QUOTATION
CRFQ BFA2300000001
Fujitsu Fi-8170 Document Scanners or Equal

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Department of Health and Human Resources Bureau for Family Assistance to establish an open-end contract for Fujitsu Fi-8170 Document Scanners or Equal.

   The Department of Health and Human Resources, Referral and Resources and the Bureau for Family Assistance Operations staff use these scanners in conjunction with Northwoods Compass Capture software. The new scanners are needed as new positions are added and as older scanners need to be replaced.

   NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to "Attachment 1 – Federal Funds Addendum"

   NOTE: The WVDHHR has developed an EEOP Utilization Report and it is available at: http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf.

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.

3. **GENERAL REQUIREMENTS:**

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

   3.1.1 Fujitsu Fi-8170 Document Scanners or Equal.

3.1.1.1 Document scanner must be compatible with Northwood's Compass Capture Software, see page 10 on Exhibit B – Northwood Compass Software Third Party Support Matrix

3.1.1.2 Document scanner must include USB cable, AC adapter and setup DVD/ROM.

3.1.1.3 Document scanner must be compatible with Windows 7 and Windows 10 operation systems.

3.1.1.4 Document scanner feeder must be Automatic Document Duplex.

3.1.1.5 Document scanner must have at least 80-page feeder.

3.1.1.6 Document scanner must have an optical resolution of at least 600 dpi.

3.1.1.7 Document scanner must be new.

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 entering pricing information electronically in wvOASIS. 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.

5. ORDERING AND PAYMENT:

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

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within 30 working days after orders are received. Vendor shall deliver emergency orders within 10 working day(s) after orders are received. 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 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 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.

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: Muhammad Khan
Telephone Number: 833-482-5683
Fax Number: 323 978-6928
Email Address: vcloud@vcloudtech.com

Exhibit B

3rd Party Compatibility Matrix

Compass® Software

Date

March 14, 2023

Copyright and Trademark Notice

Copyright © Northwoods Consulting Partners, Inc. All rights reserved.

Northwoods, the Northwoods Bear Logo, CoPilot, Compass, and Traverse are all registered trademarks and service marks of Northwoods Consulting Partners, Inc. Rather than repeat the trademark and service mark attributions throughout this document, Northwoods hereby asserts its rights for all of its products and services.

All other trademarks and service marks are the property of their respective owners. Unless stated to the contrary, no association with any other company or product is intended nor inferred.

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Third-Party Compatibility Retirement

The following standards determine when certain third-party products are no longer compatible with Compass software.

- Northwoods will follow Microsoft's retirement and support schedule for the Client OS, Server OS, and SQL Server platforms.
- Northwoods will support the most recent two major versions of OnBase.
- Northwoods will support the most recent two major versions of Laserfiche and the minor versions within them.
- Northwoods will support the most recent two major versions of iPadOS.

This guide will be updated as the information above becomes available.

Compass Appointments Hardware and Software Compatibility Matrix

The following table details the hardware and software requirements for successful use of Compass Appointments. If you do not see a version of Compass Appointments represented in this table, it is either no longer supported or it was not released. For further information regarding third-party compatibility, see the "Additional Third-Party Compatibility Information" section.

Updated: 3/14/2023

	6.6.72	6.6.80
Windows Client[1]		
PC Hardware (minimum)		
Memory	8 GB	8 GB
CPU speed	2 GHz	2 GHz
CPU cores	4	4
Hard drive	High-performance hard disk drive or solid-state drive	High-performance hard disk drive or solid-state drive
Free disk space	1 GB	1 GB
Screen resolution	1024 x 768	1024 x 768
Desktop Operating System		
Windows 8 (x86, x64)	✓	×
Windows 8.1 (x86, x64)	✓	×
Windows 10 (x86, x64)	✓	✓
Windows 11 (x64)	×	✓
Kiosk Desktop Operating System		
Windows 8 (x86, x64)	✓	×
Windows 8.1 (x86, x64)	✓	×

[1] To create reports, Microsoft Excel 2007 or greater is required.

	6.6.72	6.6.80
Windows 10 (x86, x64)	✓	✓
Windows 11 (x64)	×	✓
Kiosk Tablet Operating System[2]		
Windows 8 (x86, x64)	✓	✓
Windows 8.1 (x86, x64)	✓	✓
Windows 8.RT	×	×
Windows 10 (x86, x64)	×	×
Microsoft .NET Framework		
.NET Framework 4.8	✓	✓
Microsoft .NET Framework (Lobby for Web)		
.NET Framework 4.5 and greater	✓	✓
Internet Browser		
Internet Explorer 11[3]	✓	✓
Edge	✓	✓
Chrome[4]	×	×
Internet Browser (Lobby for Web)		
Edge	✓	✓
Appointments Tablets		
Surface Operating System		
Windows 10 (x86, x64)	✓	✓

[2] The resolution of the tablet running Kiosk must be 1366 x 768.

[3] Internet Explorer is no longer supported by Microsoft as of June 15, 2022.

[4] Microsoft ClickOnce functionality may be available with 3rd party Google Chrome extensions found in the Chrome Web Store. Northwoods does not test Compass software using any 3rd party Google Chrome extensions.

	6.6.72	6.6.80
Application Server[5]		
Operating System		
Windows Server 2012 (x64)	✓	×
Windows Server 2012 R2 (x64)	✓	×
Windows Server 2016 (x64)	✓	✓
Windows Server 2019	✓	✓
Windows Server 2022	×	✓
Microsoft .NET Framework		
.NET Framework 4.8	✓	✓
Database Server		
Database Management System		
SQL Server 2012	✓	×
SQL Server 2014	✓	✓
SQL Server 2016	✓	✓
SQL Server 2017	✓	✓
SQL Server 2019	✓	✓
SQL Server 2022	×	✓

[5] Compass Appointments supports IIS Hosted Services only.

Compass Capture Web Hardware and Software Compatibility Matrix

The following table details the hardware and software requirements for successful use of Compass® Capture Web. If you do not see a version of Compass Capture represented in this table, it is either no longer supported or it was not released. For further information regarding third-party compatibility, see the "Additional Third-Party Compatibility Information" section.

Updated: 3/14/2023

	7.5.0	7.6.0
Windows Client		
PC Hardware (minimum)		
Memory	8 GB	8 GB
CPU speed	2 GHz	2 GHz
CPU cores	4	4
Hard drive	High-performance hard disk drive or solid-state drive	High-performance hard disk drive or solid-state drive
Free disk space	1 GB	1 GB
Screen resolution[6]	1024 x 768	1024 x 768
Peripheral Hardware - Scanners[7]		
Canon DR-M160/DR-M160II (driver: 1.2 SP4)	×	×
Canon DR-G1130 (driver: 1.2 SP3)[8]	×	×
Canon DR-2010C	×	×
Canon DR-6010C	×	×
Epson v750 Pro	×	×

[6] Capture is optimized for 100% zoom; it is functional but not optimized for smaller resolutions or greater zoom.

[7] Use the latest available driver from the manufacturer's website.

[8] Drop blank pages does not reliably work with this scanner model.

	7.5.0	7.6.0
Fujitsu fi-4120C (driver: 9.18.149)	×	×
Fujitsu fi-5120C (driver: 9.21.1307)[9]	×	×
Fujitsu fi-6130/fi-6230/fi-6140/fi-6240 (driver: latest PaperStream IP (TWAIN))	✓	✓
Fujitsu fi-6130Z/fi-6230Z/fi-6140Z/fi-6240Z (driver: latest PaperStream IP (TWAIN))	✓	✓
Fujitsu fi-7160/fi-7260/fi-7180/fi-7280 (driver: latest PaperStream IP (TWAIN))	✓	✓
Fujitsu fi-7160/fi-7260/fi-7180/fi-7280 (driver: latest PaperStream IP (TWAIN))	✓	✓
Fujitsu fi-8170 (driver: latest PaperStream IP (TWAIN))	×	✓
Peripheral Hardware - Label Printers[10]		
Dymo Labelwriter 450 (driver: 8.7.3)	✓	✓
Operating System		
Windows 8 (x86, x64)	✓	×
Windows 8.1 (x86, x64)	✓	×
Windows 10 (x86, x64)	✓	✓
Windows 11 (x64)	×	✓
Browser		
IE 11	✓	×
Edge	×	×
Firefox 68+	×	×
Chrome 75+	✓	✓
Safari	×	×

[9] The Paperstream IP driver does not support this scanner model. Drop blank pages does not work with this scanner model and driver combination.

[10] Use the latest available driver from the manufacturer's website.

	7.5.0	7.6.0
Web/Application Server		
Operating System		
Windows Server 2012 (x64)	×	×
Windows Server 2012 R2 (x64)	×	×
Windows Server 2019 (x64)	✓	✓
Windows Server 2022 (x64)	✓	✓
Microsoft .NET Framework		
.NET Framework 4.8	✓	✓
Directory Services		
Microsoft Active Directory	✓	✓
Data Lookups		
Microsoft SQL Server	✓	✓
Database Server		
Database Management System		
SQL Server 2008	×	×
SQL Server 2008 R2	×	×
SQL Server 2012	×	×
SQL Server 2014	×	×
SQL Server 2016	×	×
SQL Server 2019	✓	✓
SQL Server 2022	✓	✓
Content Management Integration		
OnBase Unity API[11]		
OnBase 17	×	×

[11] Capture requires a dedicated service account in the CMS/DMS to archive scanned documents. This service account should have a Named User for OnBase licensing.

	7.5.0	7.6.0
OnBase 18	×	×
OnBase Foundation EP1-EP2[12]	×	×
OnBase Foundation EP3	✓	×
OnBase Foundation EP5	✓	✓
OnBase Foundation 22.1	×	✓
OnBase Document Import Processor		
OnBase 9-18	×	×
Laserfiche		
Laserfiche 10	×	×
FileNet		
FileNet 5.2	×	×

[12] OnBase Foundation EP1 and EP2 have changed behavior to roll over to Concurrent license when all Named licenses are consumed for the configured service user. Northwoods **strongly** recommends that customers using a Named license for the service account move the user into an OnBase group that has Concurrent licenses limited to 1, to prevent the remaining Concurrent licenses from being consumed.

Compass CoPilot for iPadOS Hardware and Software Compatibility Matrix

The following table details the hardware and software requirements for successful use of Compass CoPilot for iPadOS. If you do not see a version of Compass CoPilot represented in this table, it is either no longer supported or it was not released. For further information regarding third-party compatibility, see the "Additional Third-Party Compatibility Information" section.

Updated: 9/14/2022

	6.7.91
CoPilot for iPadOS	
Cloud Providers	
Amazon Web Services®	✓
iPad Operating System	
iPadOS 13.1.2	×
iPadOS 13.2	×
iPadOS 13.2.2	×
iPadOS 14.0	×
iPadOS 15.0	✓
iPadOS 16.0	✓
PDF Documents	
Adobe Reader DC	✓

Compass Pilot Hardware and Software Compatibility Matrix

The following table details the hardware and software requirements for successful use of Compass Pilot. If you do not see a version of Compass Pilot represented in this table, it is either no longer supported or it was not released. For further information regarding third-party compatibility, see the "Additional Third-Party Compatibility Information" section.

Updated: 3/14/2023

	7.1.90	7.1.91	7.2.10
Windows Client			
PC Hardware (minimum)			
Memory[13]	8 GB	8 GB	8 GB
CPU speed	2 GHz	2 GHz	2 GHz
CPU cores	4	4	4
Hard drive	High-performance hard disk drive or solid-state drive	High-performance hard disk drive or solid-state drive	High-performance hard disk drive or solid-state drive
Free disk space	1 GB	1 GB	1 GB
Screen resolution	1280 x 1024	1280 x 1024	1280 x 1024
Peripheral Hardware - Scanners			
Fujitsu fi-4120C (driver: 9.18.149)	×	×	×
Fujitsu fi-5120C (driver: 9.21.1307)	×	×	×

[13] 2 GB is supported if the workstation is 32-bit and does not have a scanner attached.

	7.1.90	7.1.91	7.2.10
Fujitsu fi-6130/fi-6230/fi-6140/fi-6240 (driver: latest PaperStream IP (TWAIN))	✓	✓	✓
Fujitsu fi-6130Z/fi-6230Z/fi-6140Z/fi-6240Z (driver: latest PaperStream IP (TWAIN))	✓	✓	✓
Fujitsu fi-7160/fi-7260/fi-7180/fi-7280 (driver: latest PaperStream IP (TWAIN))[14]	✓	✓	✓
Fujitsu fi-8170 (driver: latest PaperStream IP (TWAIN))	×	✓	✓
Peripheral Hardware - Signature Pads			
Topaz T-S460-HSB-R[15]	✓	✓	✓
Topaz T-LBK750-BHSB-R[16]	✓	✓	✓

[14] When scanning barcoded images, this scanner will often grab two pages causing a failure to read the barcode.

[15] Use the latest available driver from the manufacturer's website.

[16] Use the latest available driver from the manufacturer's website.

	7.1.90	7.1.91	7.2.10
Peripheral Hardware - Label Printers			
Dymo Labelwriter 400[17]	✓	✓	✓
Dymo Labelwriter 450[18]	✓	✓	✓
Operating System			
Windows 8 (x86, x64)	✓	✓	×
Windows 8.1 (x86, x64)	✓	✓	×
Windows 10 (x86, x64)	✓	✓	✓
Windows 11 (x64)	×	✓	✓
Microsoft .NET Framework			
.NET Framework 4.8	✓	✓	✓
Internet Browser			
Internet Explorer[19]	✓	✓	✓
Edge	✓	✓	✓
Chrome[20]	×	×	×
Office and PDF Documents			
Microsoft Excel 2010	✓	✓	✓

[17] Use version 7.8 of the driver software.

[18] Use version 7.8 of the driver software.

[19] Internet Explorer is no longer supported by Microsoft as of June 15, 2022.

[20] Microsoft ClickOnce functionality may be available with 3rd party Google Chrome extensions found in the Chrome Web Store. Northwoods does not test Compass software using any 3rd party Google Chrome extensions.

	7.1.90	7.1.91	7.2.10
Microsoft Excel 2013	✓	✓	✓
Microsoft Excel 2016	✓	✓	✓
Microsoft Word 2016	✓	✓	✓
Adobe Reader 9	✓	✓	✓
Adobe Reader 10	✓	✓	✓
Adobe Reader 11	✓	✓	✓
Adobe Reader DC	✓	✓	✓
Application Server			
Operating System			
Windows Server 2012	✓	✓	×
Windows Server 2012 R2	✓	✓	×
Windows Server 2016	✓	✓	×
Windows Server 2019	✓	✓	✓
Windows Server 2022	×	×	✓
Microsoft .NET Framework			
.NET Framework 4.8	✓	✓	✓
Directory Services			
Microsoft ActiveDirectory[21]	✓	✓	✓
Novell eDirectory	✓	✓	✓

[21] Windows Authentication and Double Hop are supported for Laserfiche 8.3, Laserfiche 9.0, Laserfiche 10.0, OnBase 14, and OnBase 15.

	7.1.90	7.1.91	7.2.10
Data Lookups			
Microsoft SQL Server	✓	✓	✓
IBM DB2	✓	✓	✓
Database Server			
Database Management System			
SQL Server 2012	✓	✓	×
SQL Server 2014	✓	✓	✓
SQL Server 2016	✓	✓	✓
SQL Server 2017	✓	✓	✓
SQL Server 2019	✓	✓	✓
SQL Server 2022	×	×	✓
Print Server			
Operating System			
Windows Server 2012	✓	✓	×
Windows Server 2012 R2	✓	✓	×
Windows Server 2016	✓	✓	×
Windows Server 2019	✓	✓	✓
Windows Server 2022	×	×	✓
Software Print Server			
RPM Remote Print Manager 5.0.70.x	✓	✓	✓

	7.1.90	7.1.91	7.2.10
RPM Remote Print Manager 5.1.1.x	✓	✓	✓
RPM Remote Print Manager 6.0.0.1 through 6.0.0.405	×	×	×
RPM Remote Print Manager 6.0.0.406 and greater	✓	✓	✓
Image/Document Conversion Software			
SwiftView 8.1.0.1	✓	✓	✓
SwiftView 9.0.5.2	✓	✓	✓
SwiftView 9.2.3.4	✓	✓	✓
LeadTools (x86, x64)	✓	✓	✓
Content Management Integration			
OnBase Unity API[22]			
OnBase 18	×	×	×
OnBase 18 SP1	×	×	×
OnBase Foundation EP1	×	×	×
OnBase Foundation EP2	×	×	×
OnBase Foundation EP3	✓	✓	×
OnBase Foundation EP5	✓	✓	✓

[22] Compass Pilot supports Concurrent or Named OnBase licenses. Northwoods recommends that CoPilot for iPadOS users use Named licensing.

	7.1.90	7.1.91	7.2.10
OnBase Foundation 22.1	×	×	✓
OnBase Document Import Processor			
OnBase 9-20	✓	✓	✓
Laserfiche[23]			
Laserfiche 9.2	×	×	×
Laserfiche 10.0	×	×	×
Laserfiche 10.1	×	×	×
Laserfiche 10.2	×	×	×
Laserfiche 10.3	×	×	×
Laserfiche 10.4	✓	✓	✓
Laserfiche 11	✓	✓	✓
FileNet			
FileNet 5.2	✓	✓	✓

[23] Compass Pilot supports Directory Named User or Repository Named User for Laserfiche licensing.

Compass Connect Synchronization Service

The following table details the hardware and software requirements for successful use of Compass Connect Synchronization Service. If you do not see a version of Connect Service represented in this table, it is either no longer supported or it was not released. For further information regarding third-party compatibility, see the "Additional Third-Party Compatibility Information" section.

Updated: 11/16/2018

	1.0.0	1.1.0	1.2.0
Compass Pilot			
Compass Pilot Version 6.6.40 and greater	✓	✓	✓

Additional 3rd Party Compatibility Information

The following sections detail additional information about the compatibility of Compass products with third-party products.

64-bit Operating Systems

Northwoods supports 64-bit operating systems for both the client operating system and the server operating system. However, the Compass Pilot client software is a 32-bit application and runs in the WoW64 emulation environment provided by Microsoft®. Additionally, Compass Appointments client and server software are 32-bit applications and run in the WoW64 emulation environment provided by Microsoft.

Anti-Virus

Northwoods recommends that customers run anti-virus software on their client and server operating systems. However, Northwoods does not test any anti-virus software for compatibility with Compass Pilot or Compass Appointments. In some cases, anti-virus components can cause extreme performance issues, and Northwoods may request that the anti-virus software be temporarily disabled for testing purposes. A list of anti-virus exception rules for both the client and server are provided by a Northwoods solution architect during an implementation.

Desktop and Application Virtualization

Compass software is designed to work on Microsoft Windows operating systems. Northwoods relies on the vendors of virtual desktop and application virtualization software to ensure their systems represent a physical desktop or have similar access to machine resources as an application running on a physical desktop. Customers should have a system administrator certified in their virtual desktop technology to administer and configure their solution.

Microsoft Service Packs and R2 Versions of SQL Server and Windows Server

Northwoods will ensure that Compass software is compatible with all service packs issued by Microsoft for versions of operating systems and for SQL Server that are listed as supported in the "Compass Pilot Hardware and Software Compatibility Matrix" and the "Compass Appointments Hardware and Software Compatibility Matrix." Northwoods endeavors to apply service packs to development and test environments upon their release and all testing is carried out on clients, servers, and database servers that have the latest service packs applied. We recommend that our customers apply the latest service packs upon release. Northwoods will also ensure

that Compass software is compatible with R2 versions of any operating systems and SQL Server listed as supported in the "Compass Pilot Hardware and Software Compatibility Matrix" and the "Compass Appointments Hardware and Software Compatibility Matrix."

Virtual Servers

Compass software is designed to work on Microsoft Windows operating systems. We rely on the vendors of virtual technologies to ensure their systems represent a physical machine to the guest operating systems so that applications on the virtual machine do not experience issues that would not be attributed to a physical machine. There may be instances during the troubleshooting of an issue that Northwoods requests that the problem is validated in a non-virtual environment to help remove the virtual machine component. Virtual machines access memory and other hardware mechanisms differently and removing the virtual machine variable may be required. It is strongly recommended to test your solution before production use. Customers should have a system administrator certified in their virtual technology to set up and manage their virtual environment.

Ernst & Young LLP
900 United Center
500 Virginia Street East
Charleston, WV 25301

Tel: +1 304 343 8971
Fax: +1 304 357 5994
ey.com

Building a better working world

Statement of Work

This Statement of Work, dated May 11, 2023 (this SOW) is made by Ernst & Young LLP (we or EY) and West Virginia Enterprise Resource Planning Board (WV ERP Board) (collectively, you or Client), pursuant to the Agreement, dated May 11, 2023 (the Agreement), between EY and WV ERP Board to provide services described below (the Services or engagement).

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement or the applicable professional standards, and references in the Agreement to "you" or "Client" shall be deemed references to you.

Scope of Services

We will perform a Type 2 examination of controls at a service organization relevant to user entities' internal control over financial reporting (Examination) throughout the period from July 1, 2022 to June 30, 2023 (and subsequent annual reporting periods through June 30, 2026) based on the criteria you have identified, which are set forth in Appendix A to this SOW (Criteria).

Our Examinations will address management's description of the service organization's system used to provide the client services identified below, the suitability of the design of controls and operating effectiveness of controls related to the client services identified below that may be relevant to a user entity's internal control as it relates to an Audit of financial statements or management's report relating to the effectiveness of internal controls over financial reporting.

We will conduct the Examinations in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) as further described below.

The Examinations will address the information technology general controls supporting the wvOASIS application and support services throughout the period from July 1 to June 30 for each reporting period.

You have contracted West Virginia Network (WVNET) (Subservice Organization) to provide data center hosting (i.e., physical and environmental controls) services.

The controls related to these Subservice Organization processes and procedures are excluded from the scope of the Services, using the Carve-out Method of reporting.

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We will plan and perform our Examinations to obtain reasonable assurance, about whether, in all material respects, based on the Criteria:

- The description of the service organization's system fairly presents the system that was designed and implemented throughout the period from July 1 to Jun 30 for each reporting period.
- The controls related to the Control Objectives stated in management's description of the service organization's system were suitably designed to provide reasonable assurance that the Control Objectives would be achieved if the controls operated effectively throughout the period from July 1 to June 30 for each reporting period.
- The controls operated effectively to provide reasonable assurance that the Control Objectives stated in management's description of the service organization's system were achieved throughout the period July 1 to June 30 for each reporting period.

Certain items in this SOW are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of the Subject Matter that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We will provide you with periodic progress updates and, at your request, meet with you at the conclusion of each reporting period to review our results.

We will issue written Reports* to you expressing our opinion as to whether, in all material respects, based on the Criteria:

- The description of the service organization's system fairly presents the system that was designed and implemented throughout the period from July 1 to June 30 for each reporting period.
- The controls related to the Control Objectives stated in management's description of the service organization's system were suitably designed to provide reasonable assurance that those Control Objectives would be achieved if the controls operated effectively throughout the period from July 1 to June 30 for each reporting period.
- The controls operated effectively to provide reasonable assurance that the Control Objectives stated in management's description of the service organization's system were achieved throughout the period from July 1 to June 30 for each reporting period.

* "Report" means all information, advice, recommendations or other content of any reports, presentations or other communications we provide to you.

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During our Examinations, we may observe opportunities for economies or improvements in your controls over your operations, which we may communicate to you either orally or in writing.

Limitations on scope

We will not conduct an Audit, Review or Examination of any entity's financial statements or prospective financial statements in accordance with Generally Accepted Auditing Standards or other applicable professional standards under this SOW. None of the Services or any Reports will constitute any legal opinion or advice. It is not an objective of the engagement to detect fraud or illegal acts, nor will we test compliance with the laws or regulations of any jurisdiction.

We will not identify, address or correct any errors or defects in your computer systems, other devices or components thereof (Systems), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Because of the inherent limitations of an Examination engagement, together with the inherent limitations of internal control, a risk exists that some material Misstatements may not be detected, even though the Examination is properly planned and performed in accordance with the attestation standards established by the AICPA.

Your specific obligations

In addition to your specific obligations identified elsewhere in this SOW, you are responsible for each report for:

a. Preparing the description of the service organization's system and management's assertion, including the completeness, accuracy, and method of presentation of the description and assertion.
b. Having a process to provide a reasonable basis for management's assertion, which may include, controls that monitor operations, periodic monitoring activities and separate evaluation to assess the effectiveness of internal control performance over time
c. Selecting the Criteria to be used and stating them in management's assertion. You have made a preliminary determination that the Criteria are suitable and will make them available in your written assertion.
d. Specifying the Control Objectives, stating them in the description of the service organization's system, and, if the Control Objectives are specified by law, regulation, or another party (for example, a user group or a professional body), identifying in the description the party specifying the Control Objectives. You have made a preliminary determination that the Control Objectives, which are set forth in Appendix B to the SOW, are reasonable in the circumstances, based on the client services identified above. Control Objectives relate to the types of financial statement assertions commonly embodied in the broad range of user entities'

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financial statements to which the controls in the service organization's system could reasonably be expected to relate.

e. Identifying the risks that threaten the achievement of the Control Objectives stated in the description and designing, implementing, and documenting controls that are suitably designed and operating effectively to provide reasonable assurance that the Control Objectives stated in the description of the service organization's system will be achieved.
f. Providing us with:
    i. access to all information, such as records and documentation, including service level agreements and reports prepared by the internal audit function relevant to the client services identified above that is relevant to the description of the service organization's system and management's assertion;
    ii. additional information that we may request from management for the purpose of performing the engagement;
    iii. unrestricted access to your personnel from whom we determine it is necessary to obtain evidence relevant to the performance of the engagement;
    iv. reports prepared by the internal audit function relevant to the client services
    v. a written letter of representations at the conclusion of the engagement; and
    vi. a written assertion to accompany our Report that will be included in, or attached to, the description of the service organization's system, and provided to user entities.

You are solely responsible for the sufficiency of the documentation of your controls for your purposes.

You are responsible for identifying and complying with all legal and other requirements applicable to the conduct of your business and other activities.

You shall promptly assist EY in identifying the names of the officers and directors of the Client.

You shall make appropriate inquiries to determine whether the Client has a business relationship with EY or any other member firm of the global Ernst & Young organization (any of which, an "EY Firm"). Such relationships exclude those where an EY Firm performs professional services or where an EY Firm is a consumer in the ordinary course of business.

You shall discuss with us any matters that, in your judgment, might bear upon EY's independence.

You shall apprise us, in a timely manner, of security breaches and other system incidents that could have more than an inconsequential effect on the achievement of your control objectives, including those arising from fraud.

You shall apprise us of all allegations involving improprieties that your management or your Audit Committee receives (regardless of the source or form and including, without limitation, allegations by "whistle-blowers") related to the client services covered by the Services, and shall provide us prompt

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and full access to these allegations and any internal investigations of them. Allegations of improprieties include, but are not limited to, allegations of misappropriation of user entity assets by management or employees, intentional circumvention of internal controls, intentionally misleading us, or other allegations of illegal acts or fraud. If you limit the information otherwise available to us hereunder (based on claims of attorney/client privilege, work product doctrine, or otherwise), you will immediately inform us that certain information is being withheld from us. Any such withholding of information could be considered a restriction on the scope of the Services and may prevent us from issuing a Report, alter the form of the Report we may issue, or otherwise affect our ability to perform the Services.

You will not, and you will not permit others to, quote or refer to the Report[s], any portion, summary or abstract thereof, or to EY or any other EY Firm, in any document filed or distributed in connection with (i) a purchase or sale of securities to which the United States or state securities laws (Securities Laws) are applicable, or (ii) periodic reporting obligations under Securities Laws. You will not contend that any provisions of Securities Laws could invalidate any provision of this Agreement.

You have obtained the prior approval of your Audit Committee, or the pre-approval of those charged with governance where an Audit Committee does not exist for these Services, as applicable.

You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services, the use of the output of the Services and for determining whether the Services are appropriate for your purposes.

Specific additional terms and conditions

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

Notwithstanding anything to the contrary in the General Terms and Conditions of the Agreement, our written Report[s] [is/are] intended solely the information and use of you and your existing user entities (as defined by the AICPA) and their auditors. Accordingly, you may disclose our written Report[s] to the specified users as set forth above without our consent, provided that you disclose it in the original complete and unaltered form we provided and you advise those to whom you are permitted to disclose it that they may not further disclose it, or any portion or summary thereof, or refer to EY or any EY Firm in connection therewith.

Unless prohibited by applicable law, we may provide Client information to other EY Firms, EY Persons and external third parties, who may collect, use, transfer, store or otherwise process such information in various jurisdictions in which they operate in order to provide support services to any EY Firm and/or assist in the performance of the Services.

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The U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on the Client's premises. Where applicable, EY and the Company will work together to develop an appropriate notice to enable compliance with this requirement.

Timetable

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services during the period from May to September each reporting period.

Contacts

You have identified Kent Hartsog and Rick Pickens as your contacts with whom we should communicate about these Services. Your contacts at EY for these Services will be Susan Wheeler and Kevin Wasko.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally. You shall pay EY's fees for the Services, which are based on hours worked by members of our firm to complete the Type 2 service auditor's examination. The professional fees for each Examination are as follows:

Work Product	Period of Coverage	Fee for Services
SOC 1 Type 2 Report	07/01/22 – 06/30/23	$53,000
	07/01/23 – 06/30/24	$53,000
	07/01/24 – 06/30/25	$53,000
	07/01/25 – 06/30/26	$53,000

EY will notify you as soon as practicable if this fee will be significantly exceeded. You shall also pay all applicable taxes incurred in connection with the delivery of the Services or the Report (except for taxes imposed on EY's income). Our intent is to match our billings and collections to the time period in which the work is performed.

You may request changes to the scope of Services (i.e., exclusion of control objectives, re-evaluation of the timing of the report or number of written reports required, etc.) during the project. Or, if such changes are required by then applicable law, regulation or professional requirements, schedule delays or other events beyond the Client's or EY's reasonable control, but without either's fault or negligence, then an amendment to this Agreement may be required.

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EY
Building a better working world

In witness whereof, the parties have executed this SOW as of the date set forth above.

Ernst + Young LLP

By: _____ May 12, 2023
Susan Wheeler — Date
Partner

Department of Administration / Finance Division
State of West Virginia

By: _____ 5-25-23
David Mullins — Date
Acting Finance Director

A member firm of Ernst & Young Global Limited

APPENDIX A
CRITERIA

Management of Client has preliminarily identified the Criteria to be specified in its Management Assertion as follows:

Criteria relevant to management's description

a. Whether management's description of the service organization's system presents how the service organization's system was designed and implemented, including the following information about the service organization's system, if applicable:

   i. The types of services provided, including, as appropriate, the classes of transactions processed.

   ii. The procedures, within both automated and manual systems, by which services are provided, including, as appropriate, procedures by which transactions are initiated, authorized, recorded, processed, corrected as necessary, and transferred to the reports and other information prepared for user entities.

   iii. The information used in the performance of the procedures, including, if applicable, related accounting records, whether electronic or manual, and supporting information involved in initiating, authorizing, recording, processing, and reporting transactions. This includes the correction of incorrect information and how information is transferred to the reports and other information prepared for user entities.

   iv. How the service organization's system captures and addresses significant events and conditions other than transactions.

   v. The process used to prepare reports and other information for user entities.

   vi. Services performed by a subservice organization, if any, including whether the Carve-out Method or the Inclusive Method has been used in relation to them.

   vii. The specified Control Objectives and controls designed to achieve those objectives, including, as applicable, Complementary User Entity Controls and Complementary Subservice Organization Controls assumed in the design of the service organization's controls.

   viii. Other aspects of the service organization's control environment, risk assessment process, information and communications (including the related business processes), control activities, and monitoring activities

that are relevant to the services provided.

b. Management's description of the service organization's system includes relevant details of changes to the service organization's system during the period covered by the description.

c. Whether management's description of the service organization's system does not omit or distort information relevant to the service organization's system, while acknowledging that management's description of the service organization's system is prepared to meet the common needs of a broad range of user entities and their user auditors, and may not, therefore, include every aspect of the service organization's system that each individual user entity and its user auditor may consider important in its own particular environment.

Criterial relevant to the design and operating effectiveness of controls

a. The risks that threaten the achievement of the Control Objectives stated in management's description of the service organization's system have been identified by management.
b. The controls identified in management's description of the service organization's system would, if operating effectively, provide reasonable assurance that those risks would not prevent the Control Objectives stated in the description from being achieved.

c. The controls operated effectively to provide reasonable assurance that the Control Objectives stated in management's description of the service organization's system were achieved, include, at a minimum, whether the controls were consistently applied as designed throughout the specified period, including whether manual controls were applied by individuals who have the appropriate competence and authority.

APPENDIX B
CONTROL OBJECTIVES

Client has preliminarily identified the control objectives to be specified by Management for the Engagement as follows:

- Control Objective #1 – Application Software Development: Controls provide reasonable assurance that application code and configuration parameter changes are initiated as needed, are authorized, and function in accordance with application specifications to (1) result in valid, complete, accurate, and timely processing and data, (2) provide for the functioning of application controls, and (3) support segregation of duties.

- Control Objective #2 – System Software and Network Changes: Controls provide reasonable assurance that infrastructure is configured as authorized to (1) enable applications and application controls to operate effectively, (2) protect data from unauthorized changes and provide for its availability for processing, and (3) support segregation of duties.

- Control Objective #3 – Logical Access: Controls provide reasonable assurance that access to system resources, including computing platforms, operating systems and databases is restricted to properly authorized individuals.

- Control Objective #4 – Automated Job Scheduling: Controls provide reasonable assurance that processing is appropriately authorized and scheduled and that deviations from scheduled processing are identified and resolved.

- Control Objective #5 – Problem Management and Tracking: Controls provide reasonable assurance that significant operations problems are adequately reported, tracked and monitored through resolution.

- Control Objective #6 – Data Backup and Retention: Controls provide reasonable assurance that programs, files and datasets that have been identified as requiring periodic backup are properly backed up and retained.

APPENDIX C

Agreement required from
Prospective User Entities
SOC 1 Report

Ernst & Young LLP ("EY") has prepared the attached report (the "Report") for the sole benefit and use of West Virginia ERP Board (the "Company"), and, for limited purposes in accordance with the requirements of the American Institute of Certified Public Accountants (the "AICPA"), the Company's existing user entities and their auditors. In addition, certain prospective user entities, identified by the Company (collectively, each a "Recipient"), may have access to the Report subject to the terms of this agreement. Your access to the Report is subject to your agreement, on behalf of yourself and the Recipient, to the terms and conditions set forth below. Please read them carefully.

[For electronic access:] By clicking on the "I ACCEPT" button below, you signify that you and the Recipient agree to be bound by these terms and conditions. Such acceptance and agreement shall be deemed to be as effective as a written signature by you, on behalf of yourself and the Recipient, and this agreement shall be deemed to satisfy any writings requirements of any applicable law, notwithstanding that the agreement is written and accepted electronically. Distribution or disclosure of any portion of the Report or any information or advice contained therein to persons other than the Company is prohibited, except as provided below.

[For access to shrink-wrapped hard copy:] By opening this document, you signify that you and the Recipient agree to be bound by these terms and conditions. Such acceptance and agreement shall be deemed to be as effective as a written signature by you, on behalf of yourself and the Recipient, and this agreement shall be deemed to satisfy any writings requirement of any applicable law. Distribution or disclosure of any portion of the Report or any information or advice contained therein to persons other than the Company is prohibited, except as provided below.

1. EY was engaged by the Company to perform a Type 2 Examination of controls at the Company relevant to user entities' internal control over financial reporting (SOC 1 engagement) in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA"). The Recipient has requested the Company to provide it with a copy of the Report prepared by EY in connection with such engagement.
2. The Services were undertaken, and the Report was prepared, solely for the benefit and use of the Company, its existing user entities, and their auditors, and was not intended for any other purpose, including the use by prospective user entities of the Company. EY has made no representation or warranty to the Recipient as to the sufficiency of the Services or otherwise with respect to the Report. Had EY been engaged to perform additional services or procedures, other matters might have come to EY's attention that would have been addressed in the Report.
3. The Services did not (a) constitute an audit, review or examination of financial statements in accordance with generally accepted auditing standards of the AICPA or the standards of the Public Company Accounting Oversight Board, (b) constitute an Examination of prospective

financial statements in accordance with applicable professional standards or (c) include procedures to detect fraud or illegal acts to test compliance with the laws or regulations of any jurisdiction.

4. The Recipient (a) does not acquire any rights against EY, any other member firm of the global Ernst & Young network, or any of their respective affiliates, partners, agents, representatives or employees (collectively, the "EY Parties"), and EY assumes no duty or liability to the Recipient, in connection with the Services or its access to the Report; (b) may not rely on the Report; and (c) will not contend that any provisions of United States or state securities laws could invalidate or avoid any provision of this agreement.
5. Except where compelled by legal process (of which the Recipient shall promptly inform EY so that EY may seek appropriate protection), the Recipient will not disclose, orally or in writing, any Report or any portion thereof, or make any reference to EY in connection therewith, in any public document or to any third party.
6. The Recipient (for itself and its successors and assigns) hereby releases each of the EY Parties, from any and all claims or causes of action that the Recipient has, or hereafter may or shall have, against them in connection with the Report, the Recipient's access to the Report, or EY's performance of the Services. The Recipient shall indemnify, defend and hold harmless the EY Parties from and against all claims, liabilities, losses and expenses suffered or incurred by any of them arising out of or in connection with (a) any breach of this agreement by the Recipient or its representatives; and/or (b) any use or reliance on the Report by any party that obtains access to the Report, directly or indirectly, from or through the Recipient or at its request.
7. This agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and fully to be performed therein by residents thereof.

[For electronic access:]

I ACCEPT	**I DO NOT ACCEPT**
(Double-click icon attachment above to view report)	***(Close document and do not view report)***

Attachment 1

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 complaint.

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 complaint. 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	Vendor Name:
By: _____	By: Muhammad Khan
Printed Name: _____	Printed Name: Muhammad Khan
Title: _____	Title: CEO
Date: _____	Date: 6/27/2023

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