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Header @ 1

List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1475603

Procurement Type: Central Master Agreement

Vendor ID: VS0000012119



Legal Name: NOOR ASSOCIATES INC

Alias/DBA:

Total Bid: \$4,757,272.00

Response Date: 10/31/2024



Response Time: 10:58

Responded By User ID: kburkhardt



First Name: Michael

Last Name: Lombardi

Email: gov@noorinc.com

Phone: 3472924750

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: MIS2500000001

Published Date: 10/16/24

Close Date: 10/31/24

Close Time: 13:30

Status: Closed

Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1475603
Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-10-31 13:30	SR 0511 ESR10312400000003307	1

VENDOR
VS0000012119
NOOR ASSOCIATES INC

Solicitation Number: CRFQ 0511 MIS2500000001
Total Bid: 4757272
Response Date: 2024-10-31
Response Time: 10:58:03
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	Senior Web Application Analyst	2080.0000	HOUR	60.900000	126672.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.1 Senior Web Application Analyst - quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Senior Web Application Analyst Optional renewal year 1	2080.0000	HOUR	60.900000	126672.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Web Application Analyst Optional renewal year 2	2080.0000	HOUR	62.730000	130478.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Senior Web Application Analyst Optional renewal year 3	2080.0000	HOUR	64.610000	134388.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst Optional renewal year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application Oracle Database Administrator	2080.0000	HOUR	92.240000	191859.20

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.2 Senior Application Oracle Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.0000	HOUR	92.240000	191859.20

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.0000	HOUR	95.000000	197600.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.0000	HOUR	97.850000	203528.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application Oracle Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Senior Application DB2 Database Administrator	2080.0000	HOUR	74.820000	155625.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.3 Senior Application DB2 Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.0000	HOUR	74.820000	155625.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.0000	HOUR	77.060000	160284.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.0000	HOUR	79.370000	165089.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Application DB2 Database Administrator Opt Ren Yr3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	SQL Server Database Administrator	2080.0000	HOUR	74.560000	155084.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.4 SQL Server Database Administrator-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	SQL Server Database Administrator Opt Ren Yr 1	2080.0000	HOUR	74.560000	155084.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	SQL Server Database Administrator Opt Ren Yr 2	2080.0000	HOUR	76.800000	159744.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SQL Server Database Administrator Opt Ren Yr 3	2080.0000	HOUR	79.100000	164528.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

SQL Server Database Administrator Opt Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Help Desk Analyst	2080.0000	HOUR	23.480000	48838.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.5 Help Desk Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Help Desk Analyst Optional Renewal Year 1	2080.0000	HOUR	23.480000	48838.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Help Desk Analyst Optional Renewal Year 2	2080.0000	HOUR	24.180000	50294.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Help Desk Analyst Optional Renewal Year 3	2080.0000	HOUR	24.910000	51812.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Help Desk Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Business Analyst	2080.0000	HOUR	42.540000	88483.20

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.6 Business Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Business Analyst Optional Renewal Year 1	2080.0000	HOUR	42.540000	88483.20

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Business Analyst Optional Renewal Year 2	2080.0000	HOUR	43.820000	91145.60

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Business Analyst Optional Renewal Year 3	2080.0000	HOUR	45.130000	93870.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Business Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Information Systems Assistant	2080.0000	HOUR	30.640000	63731.20

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.7 Information Systems Assistant-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Information Systems Assistant Optional Renewal Year 1	2080.0000	HOUR	30.640000	63731.20

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Information Systems Assistant Optional Renewal Year 2	2080.0000	HOUR	31.560000	65644.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Information Systems Assistant Optional Renewal Year 3	2080.0000	HOUR	32.510000	67620.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Information Systems Assistant Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Programmer Analyst	2080.0000	HOUR	47.680000	99174.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.8 Programmer Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Programmer Analyst Optional Renewal Year 1	2080.0000	HOUR	47.680000	99174.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Programmer Analyst Optional Renewal Year 2	2080.0000	HOUR	49.110000	102148.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Programmer Analyst Optional Renewal Year 3	2080.0000	HOUR	50.580000	105206.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Programmer Analyst Optional Renewal Year 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Senior Mainframe Application Analyst	2080.0000	HOUR	45.150000	93912.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.9 Senior Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.0000	HOUR	45.150000	93912.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.0000	HOUR	46.500000	96720.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.0000	HOUR	47.900000	99632.00

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Senior Mainframe Application Analyst Optional Ren Yr 3-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Mainframe Application Analyst	2080.0000	HOUR	67.080000	139526.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

4.1.10 Mainframe Application Analyst-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Mainframe Application Analyst Renewal Yr 1	2080.0000	HOUR	67.080000	139526.40

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 1-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Mainframe Application Analyst Renewal Yr 2	2080.0000	HOUR	69.090000	143707.20

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 2-quantity of hours listed is for bidding purposes only.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Mainframe Application Analyst Renewal Yr 3	2080.0000	HOUR	71.160000	148012.80

Comm Code	Manufacturer	Specification	Model #
80111608			

Commodity Line Comments:

Extended Description:

Mainframe Application Analyst Renewal Yr 3-quantity of hours listed is for bidding purposes only.



**Technical Temporary Staffing Services
State of West Virginia
Office of Management Information
Services (OMIS)**

CRFQ 0511 MIS2500000001

**Noor Associates, Inc.
Proposal Submitted in Response to
Request for Proposals Issued by the OMIS**

Submission Date: October 31, 2024

Submitted by:

Michael Lombardi
Executive Vice President of Sales
Noor Associates, Inc.
622 Third Avenue, 7th Floor
New York, NY 10017
Phone: 347-292-4750
Fax: 717-303-3557
Email: gov@noorinc.com

Submitted to:

Crystal Hustead
Senior Buyer
State of West Virginia
Department of Administration
2019 Washington St E.
Charleston, WV 25305
Phone: 304-558-7023
Email: crystal.g.hustead@wv.gov

Cover Letter

October 31, 2024

Crystal Hustead
Senior Buyer
State of West Virginia
Department of Administration
2019 Washington St E.
Charleston, WV 25305

Subject: CRFQ 0511 MIS2500000001, Technical Temporary Staffing Services

Dear Ms. Hustead,

On behalf of Noor Associates, Inc. (Noor Associates), it is my pleasure to submit our proposal in response to CRFQ 0511 MIS2500000001, Technical Temporary Staffing Services for the **West Virginia Office of Management Information Services (OMIS)**. Based on the RFP solicitation documents and addendum received, Noor Associates is prepared and eager to work with the OMIS and has the capacity to satisfy all its recruiting and staffing needs.

Noor Associates' proposal is built on past success and strong ability to meet the demands of high work volumes. Our mission is to grow aggressively by keeping our focus simple: to relentlessly connect top talent with great organizations, such as the OMIS. Noor Associates services a broad set of industries and places thousands of people each year in various work roles at government agency and corporate clients. We are constantly guided by our core commitment to focus on people, culture, and the building of lasting relationships. Our proposal presents our capabilities to provide staffing and recruiting services, and our specific experience, key personnel, commitment to service, professionalism and other elements required to perform these services.

We believe that our tenacity, persistence, and boundless positivity define us and embody the value we bring to the OMIS. We consider this a great opportunity, and we will commit the necessary corporate resources to ensure that we meet all project requirements and goals.

Should the OMIS require any further information or clarification, please don't hesitate to contact us.

Thank you again for giving us this opportunity. We look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Lombardi", written over a light blue horizontal line.

Michael Lombardi
Executive Vice President of Sales
Noor Associates, Inc.
622 Third Avenue, 7th Floor
New York, NY 10017
Phone: 347-292-4750
Fax: 717-303-3557
Email: gov@noorinc.com

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Experience

Company Overview

Noor Associates, Inc. (Noor) is part of the Noor family of companies which is comprised of 15 specialized staffing brands under common ownership, leadership, and operations, which generate ~78 MM in revenue annually. This family of companies includes Global Empire and Noor Staffing Group, which are nationally recognized staffing brands. Our clients include nonprofit, federal, state, and local government agencies as well as professional services and Fortune 500 firms.

Since 2005, Noor Associates has serviced an extensive governmental agency and corporate client base, which has helped us to evolve and create industry-leading compliance and governance procedures and protocols. We have more than 18 years of experience in providing staffing services. We are meticulous in our adherence to the Service Contract Act (SCA), Department of Labor (DOL), the Affordable Care Act (ACA), local Paid Sick Leave laws, and all other tax filings and legal obligations that a mid-sized employer is subject to. We have an HR and Compliance team of 10 professionals that are dedicated to ensuring our clients and employees get the best possible service while ensuring that the company stays compliant and ahead of shifting regulations that impact employers. We have a comprehensive standard onboarding process that includes customizable background checks, I-9/E-Verify, education, certification and/or license verification, and reference checks. Further, we would customize our onboarding and other processes to meet OMIS's needs for this contract. We process all payroll in-house and do not utilize a PEO. We have a team of 20+ professionals dedicated exclusively to the functions of payroll, HR, invoicing, A/R and technology.

Solid Management and Dedication to Results

Noor Associates has long been a trusted source of quality personnel, payroll, and employment services for some of the nation's largest corporate and governmental agencies. These long-standing relationships have allowed us the opportunity to build internal infrastructure and technology that many other staffing firms do not offer. Leveraging our infrastructure and experienced team of over 130 internal professionals, we possess the acumen and skills needed to fulfill the requirements of this contract.

Noor Associates, Inc. is a member of the Noor Inc. (Noor) family of companies, established in 2005 that provide Healthcare, IT, Professional, and Administrative staffing services. Noor has a network of 4,000 contingent employees located throughout the United States and offers one of the most robust candidate databases in the marketplace, as well as a competitive pricing policy.

Based in New York, Noor Associates has a national reach, providing staffing services to federal, state, and local government as well as corporate clients across the nation. Noor Associates has a strong resourcing and recruiting team, and with our dedicated team of professionals, we provide focused contract management solutions and accommodate all procedures and protocols required for clients in the nonprofit, government, and for-profit sectors. Our core competency of strategic recruiting and optimal customer service distinguishes us from other staffing companies.

Due to our depth and breadth of experience in servicing both government and corporate clients on long-term contracts, we offer OMIS a track record of delivering customized solutions. We have the resources and human capital required to be successful with a project of this size, complexity, and scope.

Demonstrated Experience

Noor has previous, demonstrated, and documented experience in managing large-scale staffing and recruiting projects. These nuanced, large projects have included transitioning thousands of Consultant workers from incumbents/other staffing firms as well as building customized technology platforms for specific client needs.

- In 2015, we acquired CRD, a national staffing firm that was financially distressed. This required us to onboard approximately 1,800 temporary workers in 20+ states. We executed this acquisition and employee onboarding, absorbing approximately 20MM in payroll and all associated employer responsibilities (insurances, taxes, etc.). We also assumed and assimilated receivables/collections, clients, and various disparate technology platforms. This large project was executed smoothly with an incredibly short time window.
- In 2015, we seamlessly onboarded 200+ non-exempt employees for the NYC HRA. We seamlessly onboarded 200+ employees over a weekend in time to make payroll for the following week. Subsequently, over the course of the contract, we recruited over 200 non-exempt employees, ensuring smooth and consistent payroll, benefits, and compliance with all laws, including NYC Paid Sick Leave Act.
- From 2016 to 2021, we have seamlessly onboarded 300+ professional employees every year for Argonne National Laboratory, a Department of Energy facility in Lemont, IL. We custom-built a Web app to keep up to date to ensure set aside spend or hours limit is not exceeded.
- In 2017, for the New York Racing Association, we recruited and onboarded over 1,500 contingent employees to work at the Belmont Stakes. We also built an interactive, real-time web application for the client to follow and track the fulfillment of staffing and onboarding in real-time.
- In 2017, we acquired and integrated a Texas-based health care staffing and services company. This required the onboarding and transitioning of 350 Consultant employees representing approximately 9MM in payroll per annum. These are direct care consultants who provide OT, PT, and RN clinical care to geriatric and pediatric in Texas. It is highly regulated by the state with regard to billing, compliance, and payroll requirements. We transitioned, improved, and absorbed all A/P, A/R, and payroll functions. Further, we audited, assessed, and redesigned the compliance program to ensure that all relevant certifications and requirements are in compliance with Texas regulations.
- In 2021, we acquired and integrated a New York/New Jersey-based light-industrial staffing company. This required the onboarding and transitioning of 4500 employees representing approximately 50MM in payroll per annum. These are employees working in various light-industrial industries ranging from food packing to textile to manufacturing. We transitioned, improved, and absorbed all A/P, A/R, and payroll functions. Further, we focused on and refined the safety policies and procedures to ensure the well-being our employees working in these industries. Additionally, we expanded this company across multiple states including Pennsylvania, Texas, California, Utah and Georgia.

Historical Background for Providing Temporary Personnel Services

The Noor family of companies has specialized in the provision of employer services, including payroll, temporary personnel staffing and recruiting services similar to the work and required by the OMIS. We have a sufficient number of capable and qualified internal employees to complete the requested services and will designate at least one corporate employee to function exclusively in the role of primary OMIS contact as well as a team of recruiters, HR, technical, compliance, and onboarding specialists dedicated to ensuring a seamless employment experience for all employees.

Key Project Personnel

The identification of the individual(s) who will be assigned to the project, with description of their relevant experience, and duties, are detailed in the table below:

Project Key Personnel	Title	Contact Number and Email	Experience & Project Duties
Michael Lombardi	Executive Vice President of Sales	Phone: (347) 292-4750 Email: gov@noorinc.com	Michael will oversee the quality, administrative, and operational execution of this project. He will serve as primary contact for this project.
Shania Davis	Contracts & HR Coordinator	Phone:(212)-812-3386 Email: gov@noorinc.com	Shania will coordinate with the recruiters and EVP of Sales for scheduling. She will assist with compliance, onboarding, and benefits.
Mary Grace Buot	National Recruiter	Phone 717-900-3222 Email: mbuot@globalempirellc.com	Mary will assist with recruiting for this contract. She has experience recruiting professionals for government and commercial clients.

Clients

The table below displays federal government and commercial agencies that have awarded contracts/agreements to us for staffing, recruiting, and employment services.

Government and Commercial Clients	Contract Length	Services
NYS Office of General Services	5-year contract	Administrative and Healthcare Staffing and Recruitment services
NYC HRA	1-year contract (2015)	Employment services and staffing
Rowan University	two 1-year renewals (2017–2019)	Temporary staffing
Naval Medical Center	4-year contract (2017–2021)	Administrative Services
NYC HHC through Vizient/MedAssets	Open ended (2015–2019)	Supplemental Staffing Services
Jacob Javits New York Convention Center	3-year contract (2018–2021)	Temporary Staffing Services
USDOJ – U.S. Attorney’s Office	5-year contract	Legal temporary staffing
Argonne National Laboratory	5-year contract	Administrative and laboratory research staff
Jacksonville Naval Air Station	4-year contract	Logistics Support Services
Pepsico	2010 to present	Temporary staffing

Contract Management Capabilities

Noor Associates has extensive experience in managing contracts and understands the challenges. Our commitment to excellence in the provision of the required staffing services parallels the assessed needs and requirements of the OMIS. Direct access to our dedicated contract project team will be given to the OMIS and is designed to provide continuous, uninterrupted service. Our structure allows for rapid response in the event of request changes, modifications, or needs for additional support on short notice. We will provide hands-on, proactive management to ensure that the OMIS receives the support required.

We are equipped to meet the staffing and recruitment needs of the OMIS. We will ensure that a qualified individual is submitted within five to seven business days after receipt of the staffing request. Once the staffing request is received from the OMIS, our Recruiting Manager will simultaneously engage the human capital and technology resources we have at our disposal to procure and submit the requested resumes. The process is:

- Engage an internal team of recruiters to present pre-vetted candidates
- Utilize internal database to target, identify and contact pre-recruited candidates
- Leverage external fee for service resources such as Monster, Indeed, LinkedIn, CareerBuilder, ZipRecruiter

Pool of Candidates

Noor Associates takes great pride in its unique and unmatched recruiting methods that have been developed internally. These methods are proprietary in nature. Our recruiting approach typically begins recruiting applicants within a 20- to 30-mile radius of the work location, and then extends to larger state and national areas when necessary. Additionally, we communicate with any incumbents to determine their specific position requirements and acquire firsthand knowledge of their career needs as well as the facility's provider requirements.

For the purpose of providing staffing and recruitment services to the OMIS under the requirements of this solicitation, Noor Associates will employ a recruiting strategy made up of four primary components:

- 1. Incumbent Professionals Recruiting**
- 2. Internal Pool Recruiting**
- 3. Innovative Mass Recruiting Methods**
- 4. Traditional Recruiting Methods**

These four recruiting methods will ensure that proper personnel are recruited and placed to work in a timely fashion.

1. Incumbent Recruiting – Noor Associates respects the existing professionals (if available) on current contract for continuity of service to clients. We also understand the reduced training/orientation efforts and expeditions turn-around achieved by staffing the same employees. Therefore, Noor Associates will offer employment to incumbents presently working with our agency who are interested in continuing the existing relationship. Our attractive compensation, benefits and friendly management team have drawn the loyalty of new and incumbent employees for over three years. Noor Associates will direct its initial efforts to transitioning as many incumbent employees as possible, subject to acceptance of the employee by the client.

2. Internal Pool Recruiting – Noor Associates has developed a large internal pool of candidates over last 9 years. We have more than 300,000 professionals available in our internal proprietary database which can be reached out for various assignments at any given time. This pool will be managed by the Recruiting and Project Manager assigned to this project.

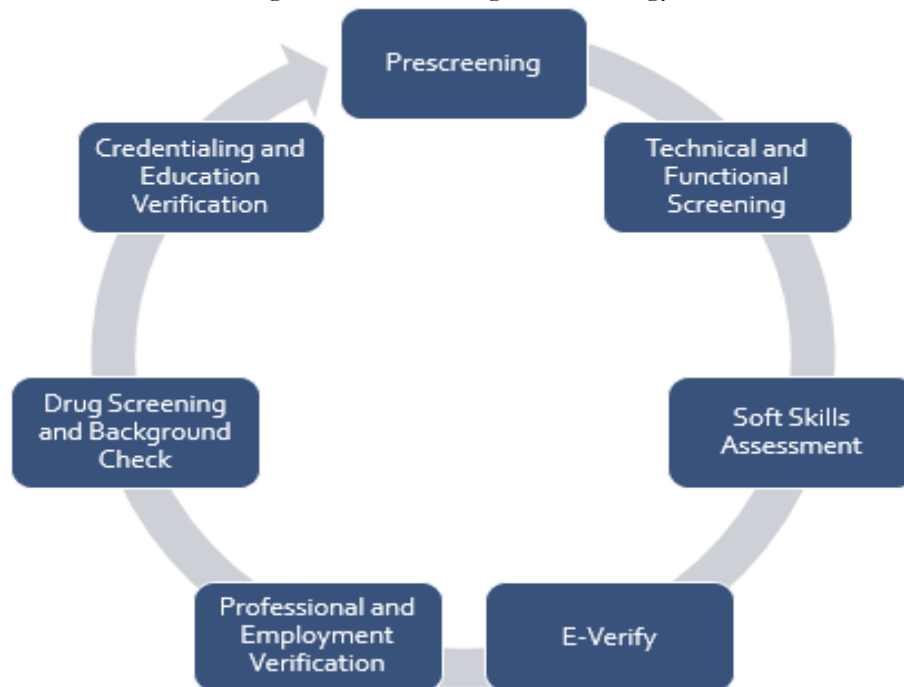
3. Innovative Mass Recruiting Method – Noor Associates maintains a distinct competitive advantage in the staffing industry through its use of highly creative and innovative recruiting methods to grow its operations. These proprietary mass recruiting techniques allow our company to quickly ramp up a large pool of in-bound applicants by professional category and can be focused as specifically as the client's zip code.

4. Traditional Recruiting Method – In addition to unique and internally developed methods of recruiting, Noor Associates also employs traditional methods including newspaper advertising, magazine advertising, direct mail and employee referral programs to attract the best talent to work with Noor Associates. Noor Associates also employs online sourcing efforts dedicated to recruiting professionals who pro-actively submit their resumes to job board websites such as Monster.com, CareerBuilder.com, HotJobs.com, Dice.com, Indeed.com and America's job bank.

Noor Associates is well equipped to successfully address the staffing and recruitment needs of the OMIS and has a team of full-time recruiters with experience in the recruitment of temporary and direct-hire staff. Our recruiters have sufficient subject matter knowledge to understand the exact nature of the client requirements and conduct preliminary technical interviews with the candidates.

Screening

Noor Associates has an established pre-qualification and screening process that can help us efficiently and effectively identify the most suited candidates for roles with the County. As such, we have employed an intense screening and credentialing methodology.



a) Pre-Screening Methodology: The pre-screening methodology starts with Noor Associates getting the requirements and the job description from the client, including technical and other information.

b) Understanding the Requirements: Once Noor Associates receives the requirements, our sales and recruiting staff make concerted endeavors to thoroughly understand the job description and requirements. If there are any doubts, clarifications are sought from the client promptly. This step is mandatory as it enables us to identify candidates who are a perfect fit for the position.

c) Identification of Potential Fits: Once the recruiters understand the requirements, they immediately go to work. As a first step, our recruiters go over the skills of our employees from our database and try to determine if any of our employees will be a good fit for the job in question and whether he/she is currently available to take up the job assignment. If none of the employees meet the requirement in terms of skills, licensure, and availability, then our recruiters go through the database of our consultants and try to determine whether they meet the job requirements and identify their availability. Finally, the recruiters compile a list of potential fits that are available and make arrangements for the proper screening of the candidates.

d) Screening Methodology: One of the reasons for our success has been Noor Associates' intense screening methodology. Once the potential fits have been identified, they are interviewed by telephone or in person to assess their past experiences, communication skills, and present ability. The shortlisted candidates have to undergo a written technical test prepared by our professionals and based on their field experience. The shortlisted candidates have to undergo reference checks for

past performance, tests for drug usage, and background checks for any criminal records. After the three staged screening process, the resumes of the qualified candidates are presented to the client. This screening methodology has ensured the selection of quality candidates, who are the right fit for the requirements of the role and has resulted in satisfied clients over the last three years.

e) Candidate Selection and Submission to Client: Once proper screening of the candidates has been done as detailed above, in most cases, the top three candidates are selected and presented to the client for client interviews.

Staffing Requests

Upon receiving a staffing request from the OMIS, Noor Associates will place staff based on the information provided in the requisition. Noor Associates will email a resume or application to the OMIS prior to placement. Noor Associates will email a copy of the final requisition with the selected employee's name to the designated Human Resources Department staff contact upon placement to the requesting Department.

Noor Associates will be available to receive the OMIS's verbal or email requests to provide temporary staff Monday through Friday, 8:00 am to 5:00 pm local time, excluding the OMIS's holidays. All verbal requests for placement by the requesting department will be confirmed via email and will include a Requisition as attachment. Noor Associates will provide qualified temporary staff who has cleared a criminal background and reference check within a maximum fulfillment time of 72 hours (three business days) of receipt of a verbal or written email request from the OMIS.

Filling Requests and Turnaround

Noor Associates makes sure that qualified talent isn't left on the table. We hire at high volume and use a robust Applicant Tracking System (ATS) to ensure seamless access to the largest possible pool of talent. We build up our talent pipeline through candidate-facing social media channels such as LinkedIn, Twitter and Facebook. This solid system allows us to maintain relationships with existing talent while pursuing new talent to add to our pipeline.

By increasing our one-on-one candidate interactions, utilizing tracking and analytics, and employing social media, Noor Associates can build our engagement with a broad talent pool. In turn, this affords us a readily available network right at our fingertips. By maintaining a standard and speedy interview process, we can move through the screening process efficiently and effectively, allowing us to bring a selection of qualified and available candidates to our clients within a shorter frame of time.

Orientation

Noor Associates believes in welcoming each new employee as a valued member of the company. All new hires will go through an orientation. Our Team will provide communication to invite incumbent staff members, as well as newly recruited staff, to our team by providing a summary of company information and benefits. A full orientation will be conducted for each new employee. Familiarization with job requirements as outlined in the position requirements will be assessed at that time. Each individual will receive a copy of the current requirements, so they fully understand job expectations.

In addition to standard new employee materials such as employee handbook review and benefits, we provide specific information related to employee schedules, working hours, dress code, training, security measures, and other matters of special importance required by the OMIS. Communication

of company policies and procedures, expectations, benefits, and other pertinent information will be provided by means of print and/or via a company website for new staff orientation.

Conduct of Personnel

To ensure that all individuals perform in a responsive and high-quality manner certain business “rules of conduct” must be applied. Noor Associates has plans (e.g., Code of Conduct, Business Ethics) that their employees must adhere to and we provide employee training on appropriate behavior to further reinforce the positive and professional conduct of our employees. If required, we will implement as a part of project personnel orientation training, site specific Employee Behavior briefings that address the following areas:

- Ethics
- Customer relations
- Culture Sensitivity
- Dress/Appearance
- Courtesy
- Alcohol and drug use
- Sexual Harassment
- Smoking
- Personnel removal

Retention

Noor Associates understands that hiring and retaining quality personnel in a competitive work environment is crucial to program success, we strive to exceed customer expectations by providing the following incentives:

- Competitive Salaries through ongoing research and market salary surveys related to the applicable clinical service category, geographic region, and available labor pool;
- Competitive Benefits, which include medical, dental, vision, short-term disability, long-term disability, life insurance, and a 401(k) retirement plan;
- A New Employee Orientation for all newly hired employees with senior members of the organization;
- Employee Recognition, Award for Performance, awards to recognize those employees who have exceeded our expectations; Spot Awards for exceptional work beyond the call of duty.
- Annual reassessment of the competitiveness of compensation (salary and benefits) as compared to the local job market.

These incentives have proved highly effective with no additional cost to our customers. We will leverage these techniques as necessary to ensure full coverage.

The Noor Associates team focuses on retaining employees to reduce turnover and provide continuous service. Our employees receive competitive pay, fringe benefits, a 401(k) plan, employee satisfaction surveys, loyalty bonuses, and employee recognition programs. Our pay scales are based on current and directly pertinent local market research and are competitive as well as compliant with the Department of Labor wage determinations.

Point of Contact (POC)

To ensure accountability in project management, we propose a single point of contact for all administrative concerns and performance issues. Michael Lombardi (POC) will oversee the quality, administrative, and operational execution of this contract. He will be supported by an organizational structure designed to deliver quality services in a worldwide enterprise environment. Direct access to corporate management is designed to provide OMIS with a continuous, responsive service. Our management structure also allows for rapid response in the event the scope of the task changes, enabling us to offer additional support where and when it is needed. Michael will provide a hands-on, proactive management style to ensure that OMIS receives the support required.

At the local contract level, the strength of our project management lies in our ability to develop and maintain a highly capable staff that understands the contract requirements. He will use project management applications to ensure contract requirements, subcontractor performance, and employees are compliant.

Our POC's performance will be judged according to the following characteristics:

- Exhibits assigned responsibility
- Provides measurement and accountability by task based on contract requirements
- Shows timelines and milestones overall and by task
- Provides standard and ad hoc reporting
- Adheres to processes and protocols
- Monitors all contract and subcontract performance

If required, the Project Supervisor will meet periodically with OMIS representatives to review contract performance to ensure all requirements are being met. We understand that the contractor shall meet not less than quarterly with OMIS Human Resources staff to discuss issues pertaining to the contract(s).

Monitoring Performance: During the first 90 days of contract performance, all full-time employees will be closely monitored to ensure compliant contract performance. This includes monitoring subcontractor performance. When the POC is comfortable that the employees and subcontractor have ingrained into his/her daily routine the necessary safeguards to ensure contract compliance and at least satisfactory performance and quality, the obligatory probation period ends. We know from experience how important this autonomy is to ensuring the quickest and most effective response to the kinds of emergencies and contingencies that tend to cause the greatest disruption to ongoing, mission-essential services.

Work Hours and Breaks

Noor Associates will ensure that the minimum wage and overtime provisions of the Fair Labor Standards Act is followed for all its Temporary and Full time Employees. Noor Associates will compensate every Temporary worker for the actual hours worked, not to exceed eight (8) hours per day, unless overtime is specifically authorized by the OMIS supervisor.

Timekeeping and Time Approval

Noor Associates will collect weekly timesheets from temporary employees. The timesheets will accurately reflect actual hours worked per week by each temporary employee and will provide the temporary employee and the OMIS with documentation of the hours worked.

Monthly Reporting

Noor Associates will provide monthly tracking reports which include, but are not limited to (subject to agreement by the OMIS):

- Employee name
- Job Classification worked during the month
- Name of department(s) and division(s) assigned during the month
- Billing rate and total amount paid (regular time and overtime)

These reports will track each assignment worked by the temporary employee and provide totals of all assignments by that employee. The reports will track and identify the total number of hours that remain before reaching the maximum number of temporary help hours worked by each employee, if applicable. Each monthly report shall include the prior month's totals and fiscal year-to-date (YTD) totals, including a summary by department.

Noor Associates Executive Summary and Reports will include the following:

- Fill Analysis: Detailed analysis of the total number of orders received, total orders filled, and length of time to fill orders.
- Total Active Assignments/Duration: Detailed list of all active temporaries by department or cost center, position, assignment start date, including hourly rates.
- Weekly Labor Expenditures: Detailed summary of weekly invoices by department or cost center.

Billing and Invoices

Our accounting system is Microsoft Dynamics, and we use Avionté staffing and accounting software which integrates front and back-office systems necessary in the staffing industry today. Using Avionté has produced measurable improvements in client/employee satisfaction and retention. Key features of the payroll and billing tools include time tracking, payroll, billing and accounts receivables, accounts payable, payment processing, reporting, and general ledger. An integrated financial system means that Avionté is automatically updated as transactions occur, allowing us to produce accurate financial statements and other reports on demand.

Avionté's billing software automatically creates, and emails invoices each week, ending the hassle of manual processes. It automatically emails the invoices segregated by project codes (i.e., task order numbers). We use purchase order numbers to display task order numbers (project codes) and to segregate invoices. Job titles reflect both the job description and employer sourcing. It has a flexible invoice styling that addresses all our unique client invoicing needs.

Noor Associates will submit monthly invoices to the OMIS for staffing services utilized, to the designated staff member. Noor Associates will send invoices via US Mail or send electronic copies via email upon approval of the form and format by the OMIS.

Noor Associates will collect weekly timesheets from temporary employees. The timesheets will accurately reflect actual hours worked per week by each temporary employee and will provide the temporary employee and the OMIS with documentation of the hours worked.

Conclusion

In a nutshell, our qualified staff, an abundant database of potential professionals, stringent recruitment methodology, strong past performance record, industry-leading compensation plan, fringe benefits, complete cost, and ability to provide qualified and thoroughly screened professionals constitutes our unique selling proposition.

Forms

Designated Contact Form

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) Michael Lombardi, Executive Vice President of Sales

(Address) 622 Third Avenue, 7th Floor, New York City, NY 10017


(Phone Number) / (Fax Number) (347) 292-4750 | (717) 303-3557

(email address) gov@noorinc.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Noor Associates, Inc.

(Company) 

(Signature of Authorized Representative)

Michael Lombardi, Executive Vice President of Sales

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

(347) 292-4750 | (717) 303-3557

(Phone Number) (Fax Number)

gov@noorinc.com

(Email Address)

Revised 8/24/2023

Acknowledgement of Addendum

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: MIS2500000001

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)

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

I understand that failure to confirm the receipt of 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.

Noor Associates, Inc.

Company


Authorized Signature

October 29, 2024

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

HIPAA Business Associate Addendum

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. Support of Individual Rights.

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

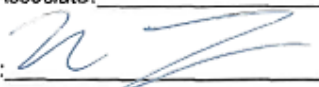
- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: _____

Name of Associate: Michael Lombardi

Signature: _____

Signature: 


Title: _____

Title: Executive Vice President of Sales

Date: _____

Date: October 30, 2024

Form - WWBAA-012004
Amended 06.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13

Patrick Morrissey
Attorney General
BY _____

Federal Funds Addendum

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: Noor Associates, Inc.

Printed Name: _____

Printed Name: Michael Lombardi

Title: _____

Title: Executive Vice President of Sales

Date: _____

Date: October 30, 2024