



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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 @ 4

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1947426

Procurement Type: Central Master Agreement

Vendor ID: 000000193383

Legal Name: BRUSTEIN & MANASEVIT

Alias/DBA: THE BRUMAN GROUP PLLC

Total Bid: \$0.00

Response Date: 05/04/2026

Response Time: 11:10

Responded By User ID: bruman

First Name: Nicole

Last Name: Brooks

Email: nbrooks@bruman.com

Phone: 2029653652

SO Doc Code: CRFQ

SO Dept: 0323

SO Doc ID: WWV2600000004

Published Date: 4/30/26

Close Date: 5/6/26

Close Time: 13:30

Status: Closed

Solicitation Description: Professional Consulting & Training for Development Boards

Total of Header Attachments: 4

Total of All Attachments: 4



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: 1947426
Solicitation Description: Professional Consulting & Training for Development Boards
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-05-06 13:30	SR 0323 ESR05012600000007555	1

VENDOR
 000000193383
 BRUSTEIN & MANASEVIT

Solicitation Number: CRFQ 0323 WWV2600000004
Total Bid: 0
Response Date: 2026-05-04
Response Time: 11:10:29
Comments:

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
 304-558-2652
 brandon.l.barr@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	Professional Consulting & Training for Development Boards	0.00000	HOUR	335.000000	0.00

Comm Code	Manufacturer	Specification	Model #
80000000			

Commodity Line Comments: Please refer to attached pricing quote for full information. Hourly rates for each staff member are provided in the attachments.

Extended Description:

Please see Exhibit A pricing

Extended Cost
\$67,000.00
\$25,125.00
\$8,375.00
\$50,250.00
\$9,250.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$160,000.00

WorkForce WV to this amount.

5/1/2026
Date



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
 Service - Prof

Proc Folder: 1947426		Reason for Modification:	
Doc Description: Professional Consulting & Training for Development Boards		Addendum No. 2 published to extend the bid opening date to May 6th, 2026 at 1:30pm ET	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-04-30	2026-05-06 13:30	CRFQ 0323 WWV2600000004	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : The Bruman Group, PLLC
Address : 1120 20th St NW, Suite 740
Street : 1120 20th St NW, Suite 740
City : Washington, D.C.
State : Washington, D.C. **Country :** USA **Zip :** 20036
Principal Contact : Steven Spillan
Vendor Contact Phone: 202-965-3652 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Brandon L Barr
 304-558-2652
 brandon.l.barr@wv.gov

Vendor
 Signature X

FEIN# 52-1183704

DATE 5/4/2026

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish a contract for the Consulting and Training services for WorkForce Development Boards per the Specifications, Terms & Conditions and bid requirements as attached herein

INVOICE TO**SHIP TO**

WORKFORCE WEST
 VIRGINIA
 1900 KANAWHA BLVD, EAST
 BLDG 3, 3RD FLOOR, SUITE
 300
 CHARLESTON WV
 US

WORKFORCE WEST
 VIRGINIA
 1900 KANAWHA BLVD E
 BLDG 3, ROOM 125
 CHARLESTON WV
 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Professional Consulting & Training for Development Boards	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80000000			

Extended Description:
 Please see Exhibit A pricing

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by April 28th, 2026 at 10:00am ET	2026-04-28

SOLICITATION NUMBER: CRFQ WWV26*04
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum No. 2 is published to:

1. Extend the bid opening date to May 6th, 2026 at 1:30pm ET.

----NO OTHER CHANGES----

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WWV26*04

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.

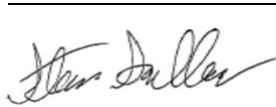
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

The Bruman Group, PLLC



Company

Authorized Signature

5/4/2026

Date

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



1120 20th Street, N.W., Suite 740
Washington, D.C. 20036
phone: 202.965.3652
fax: 202.965.8913
bruman@bruman.com
www.bruman.com

May 4, 2026

Brandon L. Barr
State of West Virginia
(304) 558-2652
brandon.l.barr@wv.gov

Re: Quote for Professional Consulting & Training for Development Boards

The Bruman Group, PLLC is pleased to submit this quote for Professional Consulting and Training for Development Boards for Workforce West Virginia. The Firm's longstanding reputation in the grants management and federal education fields and expertise in workforce programs makes The Bruman Group uniquely qualified to provide the services requested under this RFQ.

The Firm's quote is enclosed below. Should you have any questions regarding this quote, please do not hesitate to reach out to Steven Spillan at sspillan@bruman.com or (202) 965-3652.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steven Spillan".

Steven Spillan
Partner
The Bruman Group, PLLC

Firm Background

The Bruman Group, PLLC (Firm), originally founded in 1980 as Brustein & Manasevit, has over 45 years of experience representing states, school districts, colleges, and education associations in all aspects of federal grants and program compliance. In 2023, the Firm became The Bruman Group, PLLC, continuing its nationally recognized practice in federal grants and education law.

The Firm is a majority women-owned small business that has purposefully maintained its small size and specialized focus to deliver cost-efficient, high-quality legal and consulting services. Located in Washington, D.C., close to the U.S. Department of Education and Capitol Hill, the Firm closely tracks federal legislation, appropriations, policies, regulations, and guidance to provide timely, informed advice to clients. The Firm's staff includes four partners, three associate attorneys, two of-counsel, a director of policy and government affairs, a legislative director, and four administrative staff.

WIOA Experience

Programs such as the Workforce Innovation and Opportunity Act (WIOA) and the Adult Education and Family Literacy Act (AEFLA) offer help to States in developing the job-readiness skills of youth, adults, and dislocated workers. As a condition of federal funding, States must meet numerous requirements aimed at increasing accountability. The Firm has experience advising several State and local governments, workforce boards, community and technical colleges, and one-stop centers nationwide on:

- Development of roll-out strategies and development of memoranda of understanding among one-stop partner programs;
- Development of local plans for submission to State agencies, and State plans for submission to federal agencies;
- Development of policies and procedures related to WIOA;
- Fiscal and legal developments governing the implementation of required State plans;
- Virtual and in-person trainings on WIOA and the AEFLA, among other federal job training programs;
- Developing requests for waivers available under the various federal workforce education and development initiatives;
- Staying informed on major program reauthorizations and other legislative efforts, including developing and implementing plans to keep State and local governments involved in the national conversations on reforming federal workforce programs; and
- Grants management requirements, including procurement and subcontracts.

The most proactive approach to resolving federal workforce education program compliance problems is to avoid their occurrence. To this end, the Firm provides training seminars and workshops on Perkins, WIOA, AEFLA and other federal education programs. Our attorneys and staff also provide legislative services to keep State and local educational agencies informed about changes to federal workforce education programs.

In addition, our attorneys and staff defend State and local governments, workforce boards, and one-stop centers against adverse audit and monitoring actions and other enforcement measures brought by the U.S. Department of Labor and the U.S. Department of Education. Our firm is well-versed in the administrative appeals and litigation process, and our attorneys have long-established relationships with the Office of General Counsel, the Office of Inspector General, and program offices of the U.S. Department of Labor and U.S. Department of Education. Our staff can provide assistance in a variety of ways including responsive measures such as crafting a corrective action plan; defensive measures such as disputing adverse audit or program monitoring findings; and proactive measures such as providing training and helping to craft and refine policies and procedures for administering federal workforce education programs.

The Bruman Group, PLLC has published numerous books and articles on workforce education and other federal education programs.

Finally, The Bruman Group, PLLC has been successfully providing training and consultation services to Workforce West Virginia for the past four years. That work has included on-site trainings, monitoring visits for local workforce development boards, reviewing of policies and procedures and State guidance, and general advisement on WIOA Title I, among other activities.

Staff Qualifications

Partner Steven Spillan will be the main contact for this contract, if awarded. In addition to Mr. Spillan, Partners Michael Brustein and Bonnie Graham, Associate Brandi Wills, and Legislative Director Kelly Christiansen will be available to provide services. Other Firm associates and staff may also be involved as needed and as appropriate. Below you will find the qualifications of the key staff expected to provide services under the contract.

Steven Spillan, Esq., Partner

Steven A. Spillan joined The Bruman Group, PLLC in January 2006 as a Legislative Assistant. In 2011, Mr. Spillan became an Associate with the Firm and in 2020 he became a Partner. Mr. Spillan assists clients with federal grants management and various federal education programs, including the Elementary and Secondary Education Act, the Strengthening Career & Technical Education for the 21st Century Act, the Workforce

Innovation & Opportunity Act, the Higher Education Act, the Federal Funding Accountability & Transparency Act, the Digital Accountability & Transparency Act, and the Family Educational Rights and Privacy Act.

Mr. Spillan also works with clients on compliance with applicable rules and regulations under the Uniform Grant Guidance, as adopted by the Education Department General Administrative Regulations. This includes providing training on applicable grants management rules, assisting clients with drafting/updating written policies and procedures for their federal grants, conducting mock monitoring reviews to detect any material weakness in a non-federal entity's internal controls, and assisting clients in resolving any audit or monitoring findings. In addition, Mr. Spillan works with the legislative team and clients to develop their federal legislative strategies. As part of his legislative duties, Mr. Spillan monitors and writes about the federal budget process, education legislation, and important administrative actions to keep clients informed of activities in Washington that can affect their federal programs. In 2020, he became a Certified Grants Management Specialist.

Mr. Spillan received his J.D. from the Catholic University of America's Columbus School of Law in May 2011. He earned his Bachelor of Arts in Political Science from American University in 2005. Mr. Spillan is admitted to practice law in the District of Columbia.

Michael Brustein, Esq., Partner

Michael Brustein is a founding partner of the Firm and works full-time on education policy and compliance issues. A founding partner at the Firm, Michael Brustein possesses a vast knowledge of federal education laws and regulations and is a leading authority on the General Education Provisions Act, career and technical education, adult education, workforce development, and vocational rehabilitation issues. Mr. Brustein began his legal career as an attorney in the U.S. Department of Health, Education, and Welfare's Office of Education (the predecessor to ED). After four years in that position, he became the youngest attorney ever appointed to the position of Branch Chief of the Adult and Vocational Education Branch in the Office of General Counsel. When Congress created ED in 1980, Mr. Brustein played a pivotal role in determining its structure by serving on the transition team. That structure is still in place today.

Mr. Brustein's established expertise in vocational education and workforce development is widely recognized by Congressional members and staff, as well as by national associations. Staff members at both the House Committee on Education and the Workforce and the Senate Committee on Health, Education, Labor and Pensions have requested Mr. Brustein's participation in the legislative process on numerous occasions. He has assisted in the drafting of numerous pieces of federal education legislation, including GEPA, the Perkins Act, the Adult Education and Family Literacy Act, and the School-to-Work Opportunities Act.

Mr. Brustein's particular areas of expertise include career and technical education, adult education, workforce development, OMB Uniform Grants Guidance, EDGAR, and GEPA. Mr. Brustein also previously served on the Upper Shore Workforce Investment Board.

Mr. Brustein is admitted to practice law in the District of Columbia.

Bonnie Graham, Esq., Partner

Bonnie Little Graham joined The Bruman Group, PLLC in 2009. Ms. Graham actively represents federal education grantees and subgrantees in the resolution of adverse audit and program review determinations, false claims act investigations, and other administrative legal actions. Ms. Graham has successfully resolved significant audit findings for her clients through administrative appeal proceedings, as well as through settlement negotiations and cooperative audit resolution techniques. Ms. Graham also works closely with clients on issues pertaining to "high risk" grantee and subgrantee designations, and on cost allocation matters, including indirect cost rate development, negotiation, and application.

Ms. Graham regularly assists her clients with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and other administrative statutes and regulations, such as the General Education Provisions Act (GEPA) and the Education Department General Administrative Regulations (EDGAR), providing workshops and trainings, developing compliant policies and procedures, and reviewing contracts and other grant-related documentation for compliance with federal requirements. Ms. Graham also works with clients on the requirements of the Individuals with Disabilities Education Act (IDEA), the Elementary and Secondary Education Act (ESEA), and Title IV of the Higher Education Act, conducting mock-reviews of program implementation and advising on federal requirements, best practices and allowable flexibilities.

Prior to joining the firm, Ms. Graham worked as an associate at a corporate firm in Charlotte, North Carolina. In 2021, she became a Certified Grants Management Specialist. Ms. Graham is admitted to practice law in the District of Columbia.

Brandi Wills, Esq., Associate

Brandi Tennant Wills joined The Bruman Group, PLLC in October 2022. Ms. Wills assists clients with federal grants management requirements under the Office of Management and Budget's Uniform Grants Guidance (UGG) and the Education Department General Administrative Regulations (EDGAR). In addition, Ms. Wills provides services related to Workforce Innovation and Opportunity Act compliance, as well as other workforce programs.

During law school, Ms. Wills interned in government relations practices at Broydrick & Associates and Exelon. She also interned on Capitol Hill for U.S. Congresswoman Debbie Wasserman Schultz (D-FL). In her first year of law school, Ms. Wills interned with Judge Deborah Robinson in the U.S. District Court for the District of Columbia, where she worked on cases related to the Individuals with Disabilities Education Act (IDEA). Prior to attending law school, Ms. Wills worked in admissions, recruitment, and advising at the University of Florida.

Ms. Wills received her Bachelor's Degree in 2011 and her Master's Degree in 2019 from the University of Florida. She received her Juris Doctor from the George Washington University Law School in 2022. Ms. Wills is a member of the District of Columbia Bar.

Kelly Christiansen, Non-Attorney Professional, Legislative Director

Kelly Christiansen joined The Bruman Group, PLLC in August 2015 as a Legislative Assistant and was promoted to Legislative Analyst in 2019. In 2024, Ms. Christiansen became a Senior Legislative Analyst and was promoted to Legislative Director in 2026. Ms. Christiansen helps monitor federal proceedings that affect education funding and programmatic requirements for States, districts, and other clients and tracks and interprets federal legislation, regulations, judicial decisions, and guidance regarding education issues. She also contributes to The Bruman Group's weekly Federal Update to keep the Firm's clients informed on issues and updates potentially affecting education programs.

As part of her work, Ms. Christiansen provides support to Firm partners and associates on a wide range of federal education matters, including fiscal and programmatic requirements under the ESEA, Perkins, and WIOA. Her work includes reviewing and interpreting new guidance and regulations from the U.S. Department of Education, assisting clients with allowability questions, and providing research support on federal education program matters. In addition, Ms. Christiansen works closely with clients to provide workshops and trainings and to develop compliant policies and procedures.

Prior to joining the Firm, Ms. Christiansen interned on Capitol Hill for U.S. Senator Mark Warner of Virginia, supporting the education and healthcare staffers. Ms. Christiansen received her Bachelor of Arts from the College of William & Mary in 2015.

Cost Proposal

The hourly rate for all attorneys conducting services under this contract, if awarded, will be \$335 per hour. In addition, any services provided by the Firm's legislative director will be charged at \$185 per hour. Please refer to the attached pricing page for additional information.

The Firm will bill Workforce West Virginia monthly and provide a detailed invoice of all services completed that month and which staff member conducted those services. All services will be billed in one-tenth hour increments.

Thank you for your interest in our Firm. If you have any questions regarding this quote, please feel free to reach out to Steven Spillan at sspillan@bruman.com or (202) 965-3652.

ADDITIONAL INFORMATION

The West Virginia Purchasing Division for the Agency, The WorkForce West Virginia is soliciting bids from qualified vendors to establish a contract for the Consulting and Training services for WorkForce Development Boards per the Specifications, Terms & Conditions and bid requirements as attached herein

INVOICE TO		SHIP TO	
WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV US		WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD E BLDG 3, 8TH FLOOR CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Professional Consulting & Training for Development Boards	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80000000			

Extended Description:
Please see Exhibit A pricing

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical questions due by April 28th, 2026 at 10:00am ET	2026-04-28

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. **PRE-BID 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. 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.

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.

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 non-binding.

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

Submission Deadline:

Submit Questions to:
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 *wvOASIS*, 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 *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 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 wvOASIS (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 or via delivery by mail).

Bid Opening Date and Time:

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 Acknowledgement Form. 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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

14. **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.

15. 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.

16. 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 § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **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 wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

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 _____
_____. 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 _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

the contract will continue for _____ years;

the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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: _____ 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) _____

(Address) _____

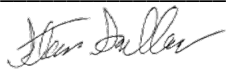
(Phone Number) / (Fax Number) _____

(email address) _____

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.

(Company)



(Signature of Authorized Representative)

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

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR QUOTATION
Professional Consulting & Training

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia to establish a contract for Consulting & Training services of WorkForce West Virginia, the State Workforce Development Board, and the Local Workforce Development Boards.

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 Services”** means providing governance and administration technical assistance, consulting and legal services on Workforce Innovation and Opportunity law and Uniform Grant Guidance as more fully described in these specifications.

 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

 - 2.4 **“Local Workforce Development Boards”** are private, non-profit organizations that are charged with creating a workforce development system that meets the current and future needs of the business community as well as those individuals’ seeking employment in their local area. The Local Workforce Development Boards receive federal Workforce Innovation and Opportunity Act funding from WorkForce West Virginia.

 - 2.5 **“Workforce Innovation and Opportunity Act (WIOA)”** is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with skilled workers they need to compete in the global economy. The Act was signed into law on July 22, 2014.
<https://www.dol.gov/agencies/eta/wioa>

 - 2.6 **“WorkForce West Virginia (WFWV)”** is a state government agency within the Department of Commerce that consists of a network of workforce development services designed to provide West Virginia citizens and employers the opportunity to compete in a global economy.

 - 2.7 **“State Workforce Development Board (SWDB)”** provides direction to the West Virginia Workforce system on workforce development issues, particularly those pertaining to the Workforce Innovation and Opportunity Act. The board is comprised

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of many business leaders. Other members include legislators, located elected officials, workforce partners and representatives of community-based organizations. Members of the board are appointed by and serve at the pleasure of the Governor.

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1.** The vendor must have at least ten (10) years of experience with consulting and training state governments on WIOA.
- 3.2.** The vendor, upon request from WFWV, must be able to provide a list of references (name, phone number, and mailing address of client) as proof of the required experience.
- 3.3.** The vendor must have at least three (3) partners with an active law license.
- 3.4.** The vendor must have sat on at least one (1) local Workforce Development Board.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

- 4.1.1** Must have worked on implementing WIOA policies and procedures for at least two states.
- 4.1.2** Must have experience responding to U.S. Department of Labor monitoring reports.
- 4.1.3** Must provide in-person or virtual training to WorkForce West Virginia program, financial, and monitoring staff working with WIOA, the State Workforce Development Board, and Local Workforce Development Board.
- 4.1.4** Review grants and contracts and provide suggestions on how to improve the grants and contracts.

REQUEST FOR QUOTATION
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- 4.1.5 Review current policies and procedures and provide guidance on improving those policies and procedures.
- 4.1.6 Provide WFWV guidance in responding to monitoring reports.
- 4.1.7 Provide governance and administrative technical assistance as needed to WFWV, the State Workforce Development Board, and Local Workforce Development Boards.
- 4.1.8 Provide WFWV assistance with performing WIOA program evaluations and related technical assistance.
- 4.1.9 Provide legal and consulting services to WFWV, the State Attorney General's Office, and any additional office, as directed by WFWV, regarding lawsuits filed in response to actions WFWV or the State Workforce Development Board takes to remain in compliance with federal statutes and regulations related to WIOA.
- 4.1.10 The vendor must ensure any and all third-party vendors employed by the vendor to fulfill any of the requirements of this RFQ meet the same minimum standards, requirements and certification as provided herein.
- 4.1.11 The vendor must invoice WFWV based on actual hours worked pursuant to the categories and pricing provided on Exhibit A, pricing page. Quantities shown are estimates and for bidding purposes only.
- 4.1.12 The vendor must agree to maintain the confidentiality of all information and read and sign Exhibit B.

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by entering an hourly rate for Partner, Associate, and Administrative Assistant/Office

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Manager for the first, second, third, and fourth years. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

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10. VENDOR DEFAULT:

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

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. **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: Steven Spillan
Telephone Number: (202) 965-3652
Fax Number: (202) 965-8913
Email Address: sspillan@bruman.com

EXHIBIT A Pricing Page
Professional Consulting & Training

Description	Estimated Hrs. (year)	Hourly Rate	Extended Cost
First Year Partner	140		\$0.00
First Year Associate	120		\$0.00
First Year Administrative Assistant/Office Manager	25		\$0.00
Second Year Partner	140		\$0.00
Second Year Associate	120		\$0.00
Second Year Administrative Assistant/Office Manager	25		\$0.00
Third Year Partner	140		\$0.00
Third Year Associate	120		\$0.00
Third Year Administrative Assistant/Office Manager	25		\$0.00
Fourth Year Partner	140		\$0.00
Fourth Year Associate	120		\$0.00
Fourth Year Administrative Assistant/Office Manager	25		\$0.00
Total Bid Amount			\$0.00

PLEASE NOTE THE FOLLOWING:

All quantities/estimated hours are estimates and do not obligate the State of West Virginia or WorkForce WV to this amount.

Bidder/Vendor Information:

Vendor Name:	
Address:	
City, St. Zip:	
Phone No.:	
Email Address:	

Authorized Signature

Date

ADMINISTRATIVE DIRECTIVE 4100.25

SUBJECT: Confidentiality of Personal Data

All employees of WorkForce West Virginia (WFWV) shall maintain the confidentiality of all personal information on customers, vendors, employers and employees. This includes, but is not limited to name, address, social security number, telephone number, age, sex, ethnic background, user names, passwords, state vendor numbers, etc.

WFWV employees shall not permit private or personal dealings to corrupt or adversely influence the quality or integrity of advice or service that they provide from knowledge gained from agency records.

Employees shall not be involved, in any way, with the processing of personal claims or unemployment claims of relatives and/or friends.

Employees shall not be involved, in any way, with providing job seeker services, including but not limited to: referrals to job opportunities, career counseling, resume services, or training resources and funding to relatives and/or friends.

Employees shall not remove computer printouts or other documents from the workplace unless approved by the immediate supervisor.

All staff shall dispose of any physical documents containing confidential information in a proper manner. This will include, but is not limited to shredding, filing in secure containers, filing in permanent personnel files, sending documents to the Fiscal & Administrative Management Mailroom and Records Processing Unit (MRPU) or the current records management vendor on the Statewide contract. The MRPU will provide safe and secure storage of confidential documents and, when necessary, shred them according to regulation. Local offices having large volumes of documents that need to be shredded are to submit a form WFWV 4-222 (Green Sheet) "Request for Equipment, Supplies or Services" to obtain additional shredding services.

Work areas shall be secure. This includes locking confidential documents in secure storage containers, locking office doors when offices are unattended, returning sensitive documents to secure filing cabinets, and minimizing the use of social security numbers to that which is necessary or mandated.

All new employees shall read Administrative Directive 4100.25 and complete the on-line [West Virginia Executive Branch Confidentiality Agreement](#) as part of the *New Employee Orientation*. Every year thereafter, all employees will renew their commitment and acknowledge their responsibility to maintain and protect confidential information by reading Administrative Directive 4100.25 and reading and signing form [WFWV 4-100.25 Employee Privileged and/or Confidential Information Agreement](#).

A copy of the form [WFWV 4-100.25 Employee Privileged and/or Confidential Information Agreement](#) shall be maintained in WFWV Human Resources (Unit 9678/CC 5802) in the official personnel files. The employee and the supervisor should keep a copy of the signed agreement.

Any questions concerning this directive or forms are to be forwarded to Human Resources (Unit 9678/CC 5802) workforce.humanresources@wv.gov or telephone (304) 558-2632.

Issued: November 2005

Revised: (February 2011) (March 30, 2012) (**September 20, 2012**) **September 26, 2013**



01/18/2007
Revised 03/10/2026

OPR: WVOT Cybersecurity

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

*Publications are available online at
<https://sites.google.com/wv.gov/othub/policy-governance/ot-policies>*

Questions and change recommendations related to this publication shall be directed to this publication's Office of Primary Responsibility (OPR). This policy shall be reviewed annually to ensure continued alignment with current legal, operational, and strategic requirements. Revisions will be undertaken as necessary.

SUMMARY OF VERSIONS AND CHANGES

Version	Date	Revision Description
1	1/28/2015	Added Change Log History, Split 4.5 into 4.5 & 4.6
2	09/01/2016	Reviewed - No Changes
3	10/20/2017	Reviewed - No Changes
4	12/27/2023	Updated website link
5	03/10/2026	Reformatted and made basic administrative updates

1. PURPOSE

1.1. This policy establishes objectives and responsibilities for all West Virginia state government agencies, employees, vendors, and business associates, specifically the Executive, regarding information security and the protection of information resources. The intent of this policy is to explain the range of acceptable and unacceptable uses of State-provided information technology (IT) resources and is not necessarily all-inclusive. IT resources may include anything with a processor, communications capability, or data storage. (See Appendix A, "Technology Usage Practices" for a list of examples.)

2. SCOPE

2.1. This policy applies to all departments (including agencies, boards, authorities, and commissions) within the Executive Branch of WV State Government, excluding constitutional officers, the WV Board of Education, the WV Department of Education, and the county boards of education that have access to or use State-provided resources.

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- 2.2. Where there are policies in place which provide less restrictions or security than this policy, those policies will be superseded by this policy. In instances where existing state and federal laws, regulations, and policies are more restrictive than this policy, the more restrictive provisions will prevail.
- 2.3. This document applies to all employees with access to information and the systems that store, access, or process that information. Questions about specific security-related uses which are not detailed in this policy should be directed to a supervisor or manager.

3. POLICY

- 3.1. All IT assets, including hardware, software, and data, are owned by the State, unless accepted by contractual agreement.
- 3.2. Users are required to comply with legal protection granted to programs and data by copyright and license. No unauthorized software will be installed on State systems. The WVOT or its equivalent will authorize all software installation.
- 3.3. Users will utilize, maintain, disclose, and dispose of all information resources, regardless of medium, according to law, regulation, and/or policy.
- 3.4. Employees must have no expectation of privacy while using State-provided information resources (e.g. cell phones, Internet, etc.).
- 3.5. The State reserves the right to filter Internet site availability, and monitor and review employee use as required for legal, audit, or legitimate authorized State operational or management purposes.
- 3.6. Agencies are required to have employees sign a policy Statement of Acknowledgement, which will recognize that the employee has read the document and will periodically review the WVOT policy and procedure for updates. Employees may be denied the use of information resources by refusing to sign.
- 3.7. All employees must adhere to rules regarding unacceptable uses of IT resources.(For a detailed list of unacceptable uses, see appendix A, "Technology Usage Practices")

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- 3.7.1. Employees must not download, attach, change, distribute, or install any software or inappropriate files, including streaming content, for non-business functions (e.g. downloading MP3 files and/or broadcast audio or video files).
- 3.7.2. Employees must not intentionally introduce malicious content into a State-provided computer, or withhold information necessary for effective control procedures.
- 3.7.3. Employees must not send or share confidential information for unauthorized purposes.
- 3.7.4. Employees must not attach or use devices on the State network that are not owned by the State or authorized by the WVOT.
- 3.7.5. Employees must not redirect confidential or privileged State data to a non-State owned computing device or PDA without proper authorization.
- 3.7.6. Employees must not use unauthorized peer-to-peer networking or peer-to-peer file sharing.
- 3.7.7. Employees must NEVER execute programs or open email attachments that: (1) have not been requested; or (2) come from an unknown source. If in doubt and lacking assurance from the sender, employees should contact the WVOT Service Desk for assistance.
- 3.7.8. Employees must never attempt to disable, defeat, or circumvent any security firewalls, proxies, web filtering programs, or other security controls.
- 3.7.9. Employees must not use IT resources to promote harassment or illegal discrimination on the basis of race, gender, national origin, age, marital status, religion, or disability.
- 3.8. The WVOT, working with designated individuals, will develop procedures to protect information resources from accidental, unauthorized, or malicious access, disclosure, modification, or destruction.
- 3.9. Users must report any observation of attempted security or privacy violations to the Incident Portal at:
<https://wv.accessgov.com/technology/Forms/Page/incident-reporting/incident-reporting/>

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- 3.9.1. A Security Incident is any event that involves misuse of computing resources or is disruptive to normal system or data processing operations. Examples include, but are not limited to the following:
 - 3.9.1.1. Lost or stolen computers or other portable devices;
 - 3.9.1.2. Lost or stolen media that contains sensitive data;
 - 3.9.1.3. Malicious computer system activity within the State network;
 - 3.9.1.4. Loss of system or network functionality;
 - 3.9.1.5. A disaster scenario or act of terrorism;
 - 3.9.1.6. A prolonged power outage;
 - 3.9.1.7. A computer or server that has been accessed by unauthorized parties;
 - 3.9.1.8. A defaced Web page; and
 - 3.9.1.9. An information security policy violation.
- 3.10. Users should immediately report all information security incidents to the Incident Portal at:
<https://wv.accessgov.com/technology/Forms/Page/incident-reporting/incident-reporting/>
- 3.11. Users must provide the following information, to the extent possible:
 - 3.11.1. Point of contact (name, phone, e-mail);
 - 3.11.2. Characteristics of incident;
 - 3.11.3. Date and time incident was detected;
 - 3.11.4. Extent of impact;
 - 3.11.5. Nature of incident, if known (ex: unauthorized access, system breach or malfunction, data loss or exposure, defacement, other);
 - 3.11.6. Any actions taken in response to the incident.

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- 3.12. Confidential, private, personally identifiable information (PII), Federal Tax Information (FTI), or other sensitive data (i.e. credit card numbers, calling card numbers, logon passwords, health information, or other protected information), must be encrypted or disassociated from any individual prior to transmission through any public data communications infrastructure, such as a network or the Internet.
- 3.13. Employees must immediately report to Incident Portal at <https://wv.accessgov.com/technology/Forms/Page/incident-reporting/incident-reporting/> upon receiving or obtaining confidential information to which the employee is not entitled (Note: the owner or sender of such information must also be notified) or becoming aware of any inappropriate use of State-provided IT resources.
- 3.14. Employees will contact an immediate supervisor if there is doubt concerning authorization to access any State-provided IT resource, or if questions arise regarding acceptable or unacceptable uses. If criminal activity is suspected or detected, reporting should occur up the supervisory or management chain without delay.
- 3.15. Access controls must be consistent with all state and federal laws and statutes, and will be implemented in accordance with this policy.
- 3.16. Appropriate controls must be established and maintained to protect the confidentiality of passwords used for authentication.
 - 3.16.1. All passwords are confidential and must not be shared under any circumstances.
 - 3.16.2. Employees are expected to use strong passwords, which must conform to established standards and will be changed at intervals designated by the CIO.
- 3.17. All access to computing resources will be granted on a need-to-use basis.
- 3.18. Individual users will be assigned unique user ids.
- 3.19. Each employee must be accountable for securing his or her computer, and for any actions that can be identified to have originated from it.
- 3.20. The WVOT will provision network user accounts by adding, modifying, and deleting user access for customer agencies. Each agency will appoint a designated approval authority, who will authorize all access modifications for that agency.
 - 3.20.1. When an employee is terminated, the agency's designated approval

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authority must contact WVOT immediately to disable all access, unless otherwise approved in writing by appropriate management.

- 3.20.2. When an employee transfers, WVOT will modify all access to accommodate new user roles and responsibilities according to instructions from the agency's designated approval authority.
- 3.21. All Executive Branch employees will be required to complete mandatory online information security awareness or refresher training annually. New employees will be required to complete mandatory online training within the first week of employment as part of job orientation.
- 3.22. The authorized head of each agency (agency head) must assure that all employees sign a confidentiality agreement upon hire and annually thereafter. This confirms that the employee has read, fully comprehends, and will abide by State policies and procedures regarding privacy and information security.
- 3.23. The agency head must assure that all employees, and others who access computer systems, will receive sufficient training in policies and procedures, security requirements, correct use of information resources, and other administrative controls.
- 3.24. The agency head must assure that all employees receive an appropriate background check (where applicable) consistent with legislative rule and West Virginia Division of Personnel policy.
- 3.25. Data/Information Assets
 - 3.25.1. Information resources are designated for authorized purposes. The State has a right and a duty to review questionable employee activity. Only minimal personal use of State-provided IT resources is permitted (e.g. 10-15 minutes during break and/or lunch periods). This must not include any unauthorized uses (see appendix A) and must not interfere with the legitimate business of the State.
 - 3.25.2. All information assets must be accounted for and have an assigned owner. Owners, custodians, and users of information resources must be identified and their responsibilities defined and documented.
 - 3.25.3. Each owner or custodian of information will determine and document classification based on the circumstances and the nature of the information, according to a classification scheme common to all State agencies. Classification should consider legal protections, privacy, sensitivity, and criticality to the functions of the business.

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(For more information see WVOT-PO1006– “Data Classification.”)

- 3.25.4. The owner or custodian will determine and document the data classification, and the agency Information Security Administrator (ISA) will ensure the protective guidelines that apply for each level of information. They include, but may not be limited to the following:
 - Access
 - Use Within <Agency>
 - Disclosure Outside <Agency>
 - Electronic Distribution
 - Disposal/Destruction
 - 3.25.5. If at any time equipment or media changes ownership or is ready for disposal, the user must alert the responsible technical staff to the potential presence of any confidential and/or sensitive data on said equipment or media.
- 3.26. Physical and Environmental Security
- 3.26.1. Information resource facilities will be physically secured by measures appropriate to their critical importance.
 - 3.26.2. Security vulnerabilities will be determined, and controls will be established, to detect and respond to threats to facilities and physical resources.
 - 3.26.3. Employees must guard against access to files and take precautions to protect IT devices when away from the workstation. This includes but may not be limited to the following:
 - Logging off computer;
 - Locking computer; and/or
 - Locking file cabinets and drawers.
 - 3.26.4. Critical or sensitive data handled outside of secure areas will receive the level of protection necessary to ensure integrity and confidentiality.
 - 3.26.5. Equipment will be secured and protected from physical and environmental damage.
 - 3.26.6. Equipment used outside State premises will be given an equal or greater degree of security protection as that of on-site information resource equipment.

3.27. Information Security Administrators

- 3.27.1. The departmental head must assign the role of Information Security Administrator (ISA). The ISA must perform, contract, or delegate the necessary functions and responsibilities of the position as defined in this policy and the Governor's Executive Information Security Team (GEIST) charter. If necessary, the ISA may delegate duties to one or more individuals (ex: ISL's) whose main function will be to assist in the protection of information resources within their agency.
- 3.27.2. The ISA will ensure that a risk management program will be implemented and documented, and that a risk analysis will be conducted periodically.
- 3.27.3. The ISA will oversee and ensure that cost effective contingency response and recovery plans will be maintained, providing for prompt and effective restoration of critical business functions in the event of any disruptive incident.
 - 3.27.3.1. Procedures, guidelines, and mechanisms utilized during an information security incident, along with the roles and responsibilities of the incident management teams, must be established, documented, and periodically reviewed. This may include testing to make sure that all plans remain current, viable, and comprehensive.
 - 3.27.3.2. Testing will be performed at intervals designated within CIO standards.

4. POLICY SPECIFIC DEFINITIONS

- 4.1. Chief Information Officer (CIO) - the person designated by the governor to lead the WV Office of Technology and oversee information technology practices and initiatives for the Executive Brand of WV State government, excluding the constitutional officers.
- 4.2. Chief Information Security Officer (CISO) - Person designated by the CTO to oversee information security practices and initiatives for the Executive Branch of WV State government, excluding the constitutional officers.
- 4.3. Office of Primary Responsibility (OPR) - The primary section within WVOT that takes the lead on a specific policy or procedure. Usually the WVOT service provider/owner that the policy is related to or governs.
- 4.4. Subject Matter Expert(SME) - Someone with extensive, specialized

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knowledge and experience in a particular area, process, or topic.

- 4.5. West Virginia Office of Technology (WVOT) - The division of the Department of Administration established by WV Code § 5A-6-4a, et. seq., which is led by the State's CIO and designated to acquire, operate, and maintain the State's technology infrastructure. The WVOT is responsible for evaluating equipment and services, and reviewing information technology contracts.

5. RELEVANT MATERIALS AND DOCUMENTS

- 5.1. 45 Code of Federal Regulations (CFR) §§ 164.308-316
- 5.2. Freedom of Information Act
- 5.3. Gramm-Leach Bliley Act (GLBA)
- 5.4. Health Insurance Portability and Accountability Privacy Rule
- 5.5. NIST SP 800-14 and NIST SP 800-53
- 5.6. State Health Privacy Laws
- 5.7. WV Code § 5A-6-4a
- 5.8. WV Executive Order No. 7-03
- 5.9. WVOT Policies Issued by the Chief Information Officer (CIO), <https://sites.google.com/wv.gov/othub/policy-governance/ot-policies>
- 5.10. Appendix A: Technology Usage Practices
- 5.11. Appendix B: Policy Understanding and Acknowledgement

APPENDIX A: Technology Usage Practices Page 1 of 3

Acceptable/Unacceptable Use of State-Provided Technology:

The information contained within this Appendix applies to the State of West Virginia Information Security policy.

Relevant Technologies Include, but may not be limited to the following:

- a. Personal computers
- b. Personal Digital Assistants (PDA)
- c. Fax or copy machines with memory or hard drives
- d. Internet or Intranet
- e. E-mail and Enterprise Instant Messaging (EIM)
- f. Voice Mail
- g. Cell phones (including camera phones and smart phones with data communications and databases)
- h. Pagers
- i. Media including disk drives, diskette drives, optical disks (CD), tape drives, and USB drives (flash drives)
- j. Servers
- k. Printers

Unacceptable uses include, but are not limited to the following:

- a. Any use which violates local, state, or federal laws;
- b. Any use for commercial purposes, product advertisements, or “for-profit” personal activity;
- c. Any use for viewing, transmitting, receiving, saving, or printing sexually explicit material;
- d. Any use for promotion of political or religious positions or causes;
- e. Any use in relation to copyright infringement.
- f. Any use in relation to participating in chain letters or unauthorized chat programs, or forwarding or responding to SPAM;
- g. Any use for promoting the misuse of weapons or the use of devices associated with terrorist activities;
- h. Any use related to pyramid selling schemes, multi-marketing schemes, or fundraising for any purpose unless agency sanctioned;
- i. Any use for dispersing data to customers or clients without authorization;
- j. Any use in relation to placing wagers or bets;
- k. Any use that could be reasonably considered as disruptive to another’s work;

APPENDIX A: Technology Usage Practices

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1. Employees will not waste IT resources by intentionally doing one or more of the following:
 - a. Placing a program in an endless loop;
 - b. Printing unnecessary amounts of paper;
 - c. Disrupting the use or performance of State-provided IT resources or any other computer system or network; or
 - d. Storing unauthorized information or software on State-provided IT resources.

2. Employees will not knowingly or inadvertently commit security violations. This includes doing one or more of the following:
 - a. Accessing or attempting to access records within or outside the State's computer and communications facilities for which the employee is not authorized; or bypassing State security and access control systems;
 - b. Copying, disclosing, transferring, examining, re-naming, or changing information or programs belonging to another user unless given express permission to do so by the user responsible for the information or programs;
 - c. Violating the privacy of individual users by reading e-mail or private communications without legal authority, or authorization based upon documented just cause;
 - d. Misrepresenting oneself or the State of West Virginia;
 - e. Making statements about warranty, express or implied, unless it is a part of normal job duties;
 - f. Conducting any form of network monitoring, such as port scanning or packet filtering unless expressly authorized by the WVOT; or
 - g. Transmitting through the Internet confidential data to include without limitation, credit card numbers, telephone calling cards numbers, logon passwords, and other parameters that can be used to access data without the use of encryption technology approved by the WVOT

APPENDIX A: Technology Usage Practices Page 3 of 3

3. Employees will not commit security violations related to email activity. This includes doing one or more of the following:

- a. Sending unsolicited commercial e-mail messages, including the distribution of “junk mail” or other advertising material to individuals who did not specifically request such material;
- b. Unauthorized use for forging of e-mail header information;
- c. Solicitation of e-mail for any other e-mail address, other than that of the poster’s account, with the intent to harass or to collect replies;
- d. Posting messages to large numbers of users (over 50) without authorization; or
- e. Posting from an agency e-mail address to newsgroups, blogs, or other locations without a disclaimer stating that the opinions expressed are strictly their own and not those of the State or the agency, unless posting is in the fulfillment of business duties.

Employee Responsibilities

Employees should conduct themselves as representatives of the State, and are responsible for becoming familiar with and abiding by all information security policies and guidelines.

1. Employees will only access files, data, and protected records if:

- a. The employee owns the information;
- b. The employee is authorized to receive the information; or
- c. The information is publicly available.

2. Employees are prohibited from monopolizing systems, overloading networks with excessive data, or wasting computer time, connect time, bandwidth, disk space, printer paper, or other IT resources.

3. Employees are prohibited from transmitting personal information about themselves or someone else without proper authorization while using State-provided IT resources.

4. Employees must adhere to copyright law regarding the use of software, print or electronic information, and attributions of authorship. In certain instances, legal counsel can determine permissible uses.

Information Security Policy

WVOT-PO1001

Issue Date: 01/18/2007

Revised: 03/10/2026

APPENDIX B: Policy Understanding and Acknowledgment Page 1 of 1

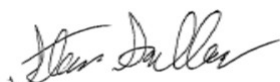
INFORMATION TECHNOLOGY POLICIES ACKNOWLEDGMENT

From West Virginia Office of Technology
Office of Information Security and Controls

I have read, understand, and agree to abide by the following West Virginia Office of Technology Information Technology Policies:

- Information Security Policy (WVOT-PO1001)
- Acceptable/Unacceptable Use of State-Provided Technology (WVOT-PO1001, Appendix A)

I understand and agree that if I violate any of the provisions of any of these policies I may be subject to disciplinary action up to and including termination.



05/04/2026

Signature

Date

Steven Spillan

Printed Name

Signature Supervisor

Date

Printed Name of Supervisor

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

FEDERAL FUNDS ADDENDUM

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

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

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

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

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

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

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

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

c. Definitions: For purposes of this section:

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

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

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(2 C.F.R. § 200.327 and Appendix II)

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

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

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

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

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

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

State of West Virginia
Purchasing Division

Vendor Name:

By: _____

By: The Bruman Group, PLLC

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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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Government Works.

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