



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: 2020855

Procurement Type: Statewide MA (Open End)

Vendor ID:

Legal Name: PriceSenz LLC

Alias/DBA: PriceSenz LLC

Total Bid: \$2,912,249.60

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2700000006

Published Date: 9/16/26

Close Date: 9/23/26

Close Time: 13:30

Status: Closed

Solicitation Description:

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: 2020855
Solicitation Description: Addendum No 2 -Temporary Technical Staffing Services
Proc Type: Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2026-09-23 13:30	SR 0231 ESR09232600000003135	1

VENDOR
VS0000040261
PriceSenz LLC

Solicitation Number: CRFQ 0231 OOT2700000006
Total Bid: 2912249.600000000093132257461 **Response Date:** 2026-09-23 **Response Time:** 12:28:37
Comments:

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor		
Signature X	FEIN#	DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Web Application Analyst	2080.0000	HOUR	113.600000	236288.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Senior Web Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	CRM Application Analyst	2080.0000	HOUR	85.200000	177216.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

CRM Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior SQL Server Database Administrator	2080.0000	HOUR	92.300000	191984.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Senior SQL Server Database Administrator

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Business Analyst	2080.0000	HOUR	99.400000	206752.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Business Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Learning Management System & eLearning Development Specialis	2080.0000	HOUR	96.560000	200844.80

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Learning Management System & eLearning Development Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Cloud Financial Operations Specialist	2080.0000	HOUR	106.500000	221520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Cloud Financial Operations Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Cloud Architect	2080.0000	HOUR	124.960000	259916.80

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Cloud Architect

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Cloud Security Professional	2080.0000	HOUR	113.600000	236288.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:

Extended Description:

Cloud Security Professional

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Cloud Platform Engineer	2080.0000	HOUR	120.700000	251056.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Platform Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Cloud Network Engineer	2080.0000	HOUR	106.500000	221520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Network Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Cloud Systems Management Engineer	2080.0000	HOUR	106.500000	221520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Systems Management Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Cloud Center of Excellence (CCOE) Implementation Spec	2080.0000	HOUR	127.800000	265824.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Cloud Center of Excellence (CCOE) Implementation Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Mainframe Systems Programmer	2080.0000	HOUR	106.500000	221520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Commodity Line Comments:**Extended Description:**

Mainframe Systems Programmer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.



PriceSenz Proposal
for
The West Virginia Purchasing Division

WV CRFQ OOT27-006

Temporary Technical Staffing Services

Response to Section 3.1 – Vendor Qualification: Minimum of Five (5) Years Providing Similar Information Technology Services

“Vendors shall be in business a minimum of five (5) years, providing similar information technology services. Vendors must provide documentation to indicate that their company meets this requirement prior to award; however, bidders may include this documentation with their bid.” — Specifications, Section 3.1

3.1.1 Statement of Compliance

PriceSenz LLC is a Texas-based technology and staffing services company **established in 2015**. The company provides Information Technology staff augmentation, temporary staffing, recruitment, direct-hire services, and project-based workforce support to public-sector agencies, transportation authorities, higher-education institutions, federal programs, and enterprise clients.

In **2018, PriceSenz established its Talent Services Business Unit**, expanding its services to include structured temporary staffing and recruitment solutions. PriceSenz has since provided temporary staffing and IT staff augmentation services across public-sector, federal, transportation, higher-education, and enterprise environments. PriceSenz's engagement and staffing records establish **more than eight (8) years of direct experience providing temporary staffing and staff augmentation services**.

Accordingly, PriceSenz exceeds the solicitation's minimum requirements of both **five (5) years in business** and **five (5) years providing similar information technology services**.

3.1.2 Evidence of Similar IT Staffing Experience

PriceSenz's experience providing similar information technology staffing services is demonstrated at scale across its client base. To date, PriceSenz has delivered 144 IT-specific placement records spanning application development, end-user/field support, network and infrastructure, project management/business analysis, and data/analytics, across 35 client organizations in 19 states. This experience includes the following representative engagements:

Client / Program	Nature of IT Staffing Services	Period of Performance	Role of PriceSenz
Fortune 200 ICT Enterprise – MSP Program	IT temporary and temporary-to-hire staffing across application development, data engineering/analytics, cybersecurity, infrastructure, cloud, and project management	April 2018 – Present	Prime Vendor
State of Maryland – Department of Health System (DHS)	IT staff augmentation, including Mainframe Development, Salesforce Development, and IT Asset Management placements	January 2022 – August 2024	Subcontractor
National Institutes of Health (NIH) – SOAR Contract	IT, scientific, and administrative staff augmentation under a federal HHS contract vehicle, with documented high-volume requisition and submission activity	March 2022 – Present	Subcontractor
Dallas Fort Worth (DFW) International Airport	Information Technology Staff Augmentation Services	November 2023 – Present	Subcontractor
Texas Department of Information Resources (DIR) – ITSAC Program	Statewide IT staff augmentation to Texas state agencies (Texas Department of Agriculture, Health and Human Services, Department of Public Safety)	September 2024 – Present	Prime Vendor

North Texas Tollway Authority (NTTA)	IT staff augmentation supporting ERP modernization, testing, and change-management functions	August 2024 - February 2026	Subcontractor
Fortune 100 U.S. Telecommunications Enterprise	Tech staff augmentation across application development, data engineering, and business analysis under a global MSP program	July 2018 – July 2022	Subcontractor within an MSP vendor pool

The Fortune 200 engagement, for example, documents more than 90 hires, including 66 IT professionals, during an engagement beginning in April 2018, across application development, data analytics, cybersecurity, infrastructure support, and project management. PriceSenz's public-sector and government experience further includes IT staffing for Texas DIR ITSAC, DFW International Airport, NIH SOAR, NTTA, and the State of Maryland, encompassing application, IT asset management, and mainframe roles. Together, these engagements confirm that PriceSenz has operated a comparable staffing model at scale, across the technical disciplines and government/enterprise environments contemplated by this CRFQ.

3.1.3 Supporting Documentation

In accordance with Section 3.1, PriceSenz will provide documentation supporting its qualification, including:

- **Corporate formation/registration documentation** demonstrating PriceSenz LLC's establishment in 2015;
- **Executed contracts, subcontracts, purchase orders, statements of work, or other engagement documentation**, as applicable, demonstrating the provision of IT staffing and staff augmentation services;
- **Relevant client engagement documentation** supporting the representative experience identified in Section 3.1.2; and
- **PriceSenz company and capability information** documenting the establishment of its Talent Services Business Unit in 2018 and its subsequent IT staffing experience.

3.1.4 Conclusion

PriceSenz LLC satisfies and exceeds the qualification requirement in Section 3.1. The company was established in 2015 and has provided temporary staffing and IT staff augmentation services since 2018, giving PriceSenz more than the required five (5) years of experience providing services similar to those solicited under this CRFQ.

Response to Section 3.2 – Vendor Qualification: Prior Staffing of Six (6) Individuals Within the Listed Classifications

“Vendors shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of at least six (6) individuals within the listed classifications within the past five (5) years: documentation should include enough information to indicate that the Vendor provided an employee meeting the requirements of a specifically named classification from Section 1, above: the documentation should name the entity to whom the individual was supplied and provide contact information for that entity. Vendors must provide documentation to indicate that their company meets this requirement prior to award: however, bidder may include this documentation with their bid.” - Specifications, Section 3.2

3.2.1 Statement of Compliance

PriceSenz LLC has demonstrated its ability to provide qualified technical professionals through its IT staffing and staff augmentation engagements with public-sector and enterprise organizations. PriceSenz has provided professionals across application development, business analysis, data, infrastructure, cybersecurity, cloud, ERP, and other technical disciplines.

3.2.2 Staffing Placements

In accordance with Section 3.2, PriceSenz LLC has reviewed its engagement and placement records against the classifications specified in Section 1 and identified the following qualifying placements. The receiving entity and entity contact information are provided below to demonstrate staffing of at least six (6) individuals within the past five (5) years.

WVOT Classification (s) it can support	Entity to Whom Individual Was Supplied	Placement Role	Entity Contact
Cloud Architect	Radisys	Cloud Architect – SUSE	Harris Razak, President of Americas (214) 668-5923 harrisrazak@gmail.com

Mainframe Systems Programmer	State of Maryland – Department of Health System (DHS)	Mainframe Developer	Vinay Pande, CEO, Mindboard Inc. (443) 622-1154 vpande@mindboard.com
Cloud Security Professional	Fortune 200 ICT Enterprise	IT Security Analyst I	Kishore Koli, Director, Digital Experience Platform (214) 455-6554 kkolli@gmail.com
Cloud Security Professional	Fortune 200 ICT Enterprise	IT Security Analyst III	Kishore Koli, Director, Digital Experience Platform (214) 455-6554 kkolli@gmail.com
Senior Web Application Analyst / CRM Application Analyst	Fortune 200 ICT Enterprise	Software Developer II	Kishore Koli, Director, Digital Experience Platform (214) 455-6554 kkolli@gmail.com
Senior Web Application Analyst	Fortune 200 ICT Enterprise	Java Developer I	Kishore Koli, Director, Digital Experience Platform (214) 455-6554 kkolli@gmail.com
Cloud Security Professional	Dallas Fort Worth (DFW) International Airport – Intratek	Cyber Security Analyst	Mohsen Fahami, Director (714) 318-9954 mfahami@intrapc.com

3.2.2.1 Additional Relevant Staffing Placements

In addition to the qualifying placements identified above, PriceSenz LLC has identified additional staffing placements involving roles that align with the technical classifications specified in Section 1. These placements are included to demonstrate additional relevant staffing experience. Due to client confidentiality and restrictions on disclosure of certain client information, the applicable client/entity details and reference contacts

for these placements are restricted from disclosure and are therefore **not relied upon to satisfy the minimum six (6) individual placement requirement under Section 3.2.**

Placement Role	Applicable WVOT Classification(s)
Systems Engineer	Cloud Systems Management Engineer / Cloud Platform Engineer
Systems Engineer	Cloud Systems Management Engineer / Cloud Platform Engineer
Data Modeler/Architect	Cloud Architect / Cloud Platform Engineer
Business Analyst II	Business Analyst
Azure Infrastructure Engineer	Cloud Platform Engineer / Cloud Systems Management Engineer

3.2.3 Qualification Documentation

Documentation supporting the qualifying placements identified in Section 3.2.2 identifies the applicable Section 1 classification, the entity to whom the individual was supplied, and contact information for that entity, consistent with Section 3.2. Additional placements listed in Section 3.2.2.1 are provided for informational purposes only and are not relied upon to satisfy the minimum six (6) placement requirement.



Office of the Secretary of State

CERTIFICATE OF FILING OF

PriceSenz LLC
File Number: 802152313

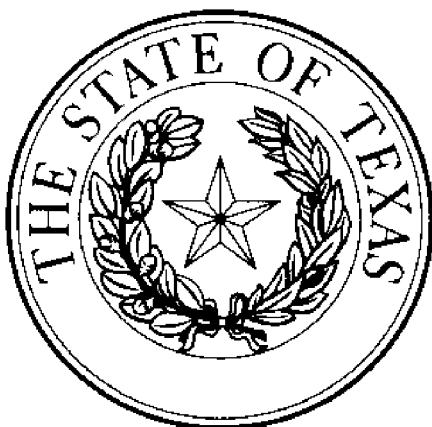
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/09/2015

Effective: 02/09/2015



A handwritten signature in cursive script that reads "Coby Shorter, III".

Coby Shorter, III
Deputy Secretary of State

StatusTime Sheet IDPeriodBuyer

InvoicedCTLKTS0017746503/27/2022 to 04/02/2022Lumen

Details

Job PostingWorker ID

Java Developer I - CTLKJP00002651CTLKWK00008927

Shift

Day	3/27 Sun	3/28 Mon	3/29 Tue	3/30 Wed	3/31 Thu	4/01 Fri	4/02 Sat	Total Worked
Shift	Default	Default	Default	Default	Default	Default	Default	

Time Worked

Day	3/27 Sun	3/28 Mon	3/29 Tue	3/30 Wed	3/31 Thu	4/01 Fri	4/02 Sat	Total Worked
Billable	PROD-EDGE PS&BUS DEV (T6009439) - EDGEVS-1655DyCon IPVPSupport Azure, Azure Public & Azure Gov p - PR0020423(PR0021633) - Default - T6009439 91200000 T600 7001 7000 K							
Time Worked	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
Total	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Time Sheet Rate Group

Day	3/27 Sun	3/28 Mon	3/29 Tue	3/30 Wed	3/31 Thu	4/01 Fri	4/02 Sat	Total Worked
Rate (Rate)								
ST /Hr	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Accounting (USD)

					Pay to Worker
Rate Category / UOM 	Pay Rate	Quantity	Days	Amount (USD)	
ST /Hr	40.00	40.00	-	1,600.00	
			Total	1,600.00	
					Bill to Buyer
Rate Category / UOM 	Bill Rate	Quantity	Days	Amount (USD)	
ST /Hr	63.76	40.00	-	2,550.40	
			Total	2,550.40	

Posting Information

Submit Date	04/05/2022 02:29 PM
Contingent Type	Classic
Work Order/Work Order Revision Owner	Jyosthna Boyapati
Site	CO: LITTLETON - 700 W MINERAL AVE (50024586)

Business Unit	SP&T > SERVICE FULFILLMENT & INVENTORY > OPERATIONAL TRANSFORMATION 1 (300131)
Uploaded	Yes

Confidential

PriceSenz LLC
17250 Dallas Pkwy
Dallas, TX 75248 USA
8179833492
ar@pricesenz.com



INVOICE

BILL TO

Intratek Computer, Inc
9950 Irvine Center Dr
Irvine, CA 92618-4357

INVOICE # PSINTK2026-113

DATE 05/06/2026

DUE DATE 06/05/2026

TERMS Net 30

DESCRIPTION	HOURS	RATE	AMOUNT
Parthu Valapala 4/01/2026-4/30/2026	144	63.00	9,072.00
Bank: Chase, SWIFT code - CHASUS33			SUBTOTAL 9,072.00
Account No: 3608529961			TAX 0.00
Routing 111000614			TOTAL 9,072.00
For wire transfers - 021000021			BALANCE DUE \$9,072.00

[View and pay](#)

PriceSenz LLC
17250 Dallas Pkwy
Dallas, TX 75248 USA
8179833492
ar@pricesenz.com



INVOICE

BILL TO
Mindboard, Inc.
25321 Fairbanks Pl,
Suite 100
Chantilly, VA 20152

INVOICE # PSMD2025-100
DATE 08/11/2025
DUE DATE 08/21/2025
TERMS Net 10

DESCRIPTION	HOURS	RATE	AMOUNT
Galina Baloch November 2023 to August 2024	1	6,039.02	6,039.02
Bank: Chase SWIFT code CHASUS33 Account No 3608529961 Routing 111000614 For wire transfers 021000021			
SUBTOTAL			6,039.02
TAX			0.00
TOTAL			6,039.02
BALANCE DUE			\$6,039.02

PriceSenz LLC

4615 Al Razi St,
Irving, TX 75062
Phone: 817 983 3492

www.pricesenz.com

INVOICE

Invoice No.PSRDS2022-100

Date:5/9/2022

Bank: Chase, SWIFT code - CHASUS33

Account No: 3608529961

Routing 111000614

For wire transfers - 021000021.

To:

Radisys Corporation
8900 NE Walker Rd. Suite 130.
Hillsboro, OR 97006
United States
503 615 1100

#	DESCRIPTION	AMOUNT
1	Ashok Rawat, Hire Fee(22.5% of (\$126480) 120000 EURO Base pay rate) Start Date : 5/01/2022 Title : Cloud Architect Payment Term : Net 45	\$ 28,458.00
		\$ 28,458.00

Thank you for your business!



TAMU, BETO

TIME SHEET

Status	Time Sheet ID	Period	Buyer
Invoiced	CTLKTS00163819	01/16/2022 to 01/22/2022	Lumen

[Details](#) [Related](#)

Job Posting	Worker ID
IT Security Analyst I - CTLKJP00002134	CTLKWK00008575

Shift

Day	1/16 Sun	1/17 Mon	1/18 Tue	1/19 Wed	1/20 Thu	1/21 Fri	1/22 Sat	Total
Shift	Default	Default	Default	Default	Default	Default	Default	

Time Worked

Day	1/16 Sun	1/17 Mon	1/18 Tue	1/19 Wed	1/20 Thu	1/21 Fri	1/22 Sat	Total
Billable								
SECURITY ACCT MGMT-B (S2784559) - XX ADM Billable Time(XX1003) - Default - S2784559 91200000 S278 7250 7000 K								
Time Worked	12.00	12.00	0.00	12.00	12.00	0.00	0.00	48.00
Total	12.00	12.00	0.00	12.00	12.00	0.00	0.00	48.00

Time Sheet Rate Group

Day	1/16 Sun	1/17 Mon	1/18 Tue	1/19 Wed	1/20 Thu	1/21 Fri	1/22 Sat	Total
Factor (Factor)								
OT (Factor of ST) /Hr	0.00	0.00	0.00	0.00	8.00	0.00	0.00	8.00
Rate (Rate)								
ST /Hr	12.00	12.00	0.00	12.00	4.00	0.00	0.00	40.00

Accounting (USD)

Pay to Worker				
Rate Category / UOM	Pay Rate	Quantity	Days	Amount (USD)
ST /Hr	55.00	40.00	-	2,200.00
OT (Factor of ST) /Hr	74.25	8.00	-	594.00
Total				2,794.00

Bill to Buyer				
Rate Category / UOM	Bill Rate	Quantity	Days	Amount (USD)
ST /Hr	63.76	40.00	-	2,550.40
OT (Factor of ST) /Hr	86.07	8.00	-	688.56
			Total	3,238.96

Posting Information

Submit Date	01/25/2022 04:35 PM
Contingent Type	Classic
Work Order/Work Order Revision Owner	James Washington
Site	SC: COLUMBIA - 1401 MAIN ST (50041144)
Business Unit	M&PM > PLATFORM APPLICATION SOLUTIONS > SECURITY PRO SERVICES & CONSULTING (300667)
Uploaded	Yes



TAMU, BETO

TIME SHEET

Status	Time Sheet ID	Period	Buyer
Invoiced	CTLKTS00165019	01/23/2022 to 01/29/2022	Lumen

Details Related

Job Posting	Worker ID
IT Security Analyst I - CTLKJP00002134	CTLKWK00008575

Shift

Day	1/23 Sun	1/24 Mon	1/25 Tue	1/26 Wed	1/27 Thu	1/28 Fri	1/29 Sat	Total
Shift	Default	Default	Default	Default	Default	Default	Default	

Time Worked

Day	1/23 Sun	1/24 Mon	1/25 Tue	1/26 Wed	1/27 Thu	1/28 Fri	1/29 Sat	Total
Billable								
SECURITY ACCT MGMT-B (S2784559) - XX ADM Billable Time(XX1003) - Default - S2784559 91200000 S278 7250 7000 K								
Time Worked	0.00	4.00	-	-	-	-	-	4.00
Total	0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00

Time Sheet Rate Group

Day	1/23 Sun	1/24 Mon	1/25 Tue	1/26 Wed	1/27 Thu	1/28 Fri	1/29 Sat	Total
Rate (Rate)								
ST /Hr	0.00	4.00	-	-	-	-	-	4.00

Accounting (USD)

Pay to Worker				
Rate Category / UOM	Pay Rate	Quantity	Days	Amount (USD)
ST /Hr	55.00	4.00	-	220.00
Total				220.00
Bill to Buyer				
Rate Category / UOM	Bill Rate	Quantity	Days	Amount (USD)
ST /Hr	63.76	4.00	-	255.04
Total				255.04

Posting Information

Submit Date	01/25/2022 04:33 PM
Contingent Type	Classic
Work Order/Work Order Revision Owner	James Washington
Site	SC: COLUMBIA - 1401 MAIN ST (50041144)
Business Unit	M&PM > PLATFORM APPLICATION SOLUTIONS > SECURITY PRO SERVICES & CONSULTING (300667)
Uploaded	Yes

Confidential

Kwong, Jacky

Time Sheet

Status Time Sheet ID Period Buyer
Invoiced CTLKTS00302776 09/10/2023 to 09/16/2023 Lumen

Details Related

Job Posting Worker ID
Software Developer II - CTLKJP00003738 CTLKWK00018003

Shift

Day	9/10 Sun	9/11 Mon	9/12 Tue	9/13 Wed	9/14 Thu	9/15 Fri	9/16 Sat	Total Worked
Shift	Default	Default	Default	Default	Default	Default	Default	

Time Worked

Day	9/10 Sun	9/11 Mon	9/12 Tue	9/13 Wed	9/14 Thu	9/15 Fri	9/16 Sat	Total Worked
Billable								
MEDIA EXECUTIVE (K1005993) - Hours Worked - Default - K1005993 91200000 K100 9650 NAL3 K								
Time Worked	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
Total	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Time Sheet Rate Group

Day	9/10 Sun	9/11 Mon	9/12 Tue	9/13 Wed	9/14 Thu	9/15 Fri	9/16 Sat	Total Worked
Rate (Rate)								
ST /Hr	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Accounting (USD)

Pay to Worker				
Rate Category / UOM	Pay Rate	Quantity	Days	Amount (USD)
ST /Hr	67.00	40.00	-	2,680.00
			Total	2,680.00
Bill to Buyer				
Rate Category / UOM	Bill Rate	Quantity	Days	Amount (USD)
ST /Hr	93.18	40.00	-	3,727.20
			Total	3,727.20

Posting Information

Submit Date	09/15/2023 07:13 AM
Contingent Type	Classic
Work Order/Work Order Revision Owner	JENNIFER STEWART
Site	US: WORKS FROM HOME-COLORADO (50014802)
Business Unit	ENT_OPS > SERVICE ASSURANCE > SERVICE ASSURANCE BUSINESS OPERATIONS (300417)

Confidential

Kwong, Jacky

Time Sheet

Status Time Sheet ID Period Buyer
Invoiced CTLKTS00304489 09/17/2023 to 09/23/2023 Lumen

Details Related

Job Posting Worker ID
Software Developer II - CTLKJP00003738 CTLKWK00018003

Shift

Day	9/17 Sun	9/18 Mon	9/19 Tue	9/20 Wed	9/21 Thu	9/22 Fri	9/23 Sat	Total Worked
Shift	Default	Default	Default	Default	Default	Default	Default	

Time Worked

Day	9/17 Sun	9/18 Mon	9/19 Tue	9/20 Wed	9/21 Thu	9/22 Fri	9/23 Sat	Total Worked
Billable								
MEDIA EXECUTIVE (K1005993) - Hours Worked - Default - K1005993 91200000 K100 9650 NAL3 K								
Time Worked	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00
Total	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Time Sheet Rate Group

Day	9/17 Sun	9/18 Mon	9/19 Tue	9/20 Wed	9/21 Thu	9/22 Fri	9/23 Sat	Total Worked
Rate (Rate)								
ST /Hr	0.00	8.00	8.00	8.00	8.00	8.00	0.00	40.00

Accounting (USD)

Pay to Worker				
Rate Category / UOM	Pay Rate	Quantity	Days	Amount (USD)
ST /Hr	67.00	40.00	-	2,680.00
			Total	2,680.00
Bill to Buyer				
Rate Category / UOM	Bill Rate	Quantity	Days	Amount (USD)
ST /Hr	93.18	40.00	-	3,727.20
			Total	3,727.20

Posting Information

Submit Date	09/22/2023 07:40 AM
Contingent Type	Classic
Work Order/Work Order Revision Owner	JENNIFER STEWART
Site	US: WORKS FROM HOME-COLORADO (50014802)
Business Unit	ENT_OPS > SERVICE ASSURANCE > SERVICE ASSURANCE BUSINESS OPERATIONS (300417)

Confidential



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: 2020855

Doc Description: Addendum No 2 -Temporary Technical Staffing Services

Reason for Modification:

Addendum No 2 is issued to publish vendor questions with the agency's responses.

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-16	2026-09-23 13:30	CRFQ 0231 OOT2700000006	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000040261

Vendor Name : PriceSenz LLC

Address : 17250 Dallas Pkwy Dallas,Texas

Street : 17250 Dallas Pkwy

City : Dallas

State : Texas

Country : USA

Zip : 75248

Principal Contact : Abhijith Basil

Vendor Contact Phone: +1-4692402063

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor Signature X

FEIN# 47-3083613

DATE 09/23/2026

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

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

1) To publish a copy of Vendor questions with the Agency's responses.

--no other changes--

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Senior Web Application Analyst	2080.00000	HOURL	\$113.60	\$236,288.00

Comm Code**Manufacturer****Specification****Model #**

81110000

Extended Description:

Senior Web Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO**SHIP TO**

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CRM Application Analyst	2080.00000	HOURL	\$85.20	\$177,216.00

Comm Code**Manufacturer****Specification****Model #**

81110000

Extended Description:

CRM Application Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Senior SQL Server Database Administrator	2080.00000	HOURL	\$92.30	\$191,984.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Senior SQL Server Database Administrator

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Business Analyst	2080.00000	HOURL	\$99.40	\$206,752.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Business Analyst

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Learning Management System & eLearning Development Specialis	2080.00000	HOUR	\$96.56	\$200,844.80

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Learning Management System & eLearning Development Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Cloud Financial Operations Specialist	2080.00000	HOUR	\$106.50	\$221,520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Financial Operations Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Cloud Architect	2080.00000	HOUR	\$124.96	\$259,916.80

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Architect

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Cloud Security Professional	2080.00000	HOUR	\$113.60	\$236,288.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Security Professional

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	Cloud Platform Engineer	2080.00000	HOUR	\$120.70	\$251,056.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Platform Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
10	Cloud Network Engineer	2080.00000	HOUR	\$106.50	\$221,520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Network Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
11	Cloud Systems Management Engineer	2080.00000	HOURL	\$106.50	\$221,520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Systems Management Engineer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US			WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
12	Cloud Center of Excellence (CCOE) Implementation Spec	2080.00000	HOURL	\$127.80	\$265,824.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:

Cloud Center of Excellence (CCOE) Implementation Specialist

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

INVOICE TO		SHIP TO	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
13	Mainframe Systems Programmer	2080.00000	HOURL	\$106.50	\$221,520.00

Comm Code	Manufacturer	Specification	Model #
81110000			

Extended Description:
Mainframe Systems Programmer

Hours listed are estimates for evaluation purposes only and do not represent a guaranteed minimum or maximum. Actual usage may be more or less and is not guaranteed or implied.

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-09-04

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: Friday September 4, 2026 @ 3:00 p.m.

Submit Questions to: Toby L Welch
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@wv.gov

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through 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: TOBY L WELCH
SOLICITATION NO.: CRFQ OOT2700000006
BID OPENING DATE: 9/15/26
BID OPENING TIME: 1:30 P.M.
FAX NUMBER: 304-558-3970

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: 9/15/26 @ 1:30 P.M.

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 ~~www~~OASIS 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 ONE YEAR. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

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

Vendor must maintain:

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

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

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

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

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

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

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

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

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

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

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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 hearth, 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) Abhijith Basil

(Address) PriceSenz, 17250 Dallas Pkwy, Dallas TX 75248

(Phone Number) / (Fax Number) +1-4692402063

(email address) abasil@pricesenz.com

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

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

PriceSenz LLC
(Company)


(Signature of Authorized Representative)

Bijith Moopen, COO 09/23/2026
(Printed Name and Title of Authorized Representative) (Date)

(817) 983-3492, (817) 241-0581
(Phone Number) (Fax Number)

bijith@pricesenz.com
(Email Address)