



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 5

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 696647

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: Clark Schaefer Consulting, LLC.

Alias/DBA: Clark Schaefer Consulting

Total Bid: \$391,040.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: BCF2000000002

Published Date: 4/3/20

Close Date: 4/23/20

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 5

Total of All Attachments: 5



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 696647

Solicitation Description : Addendum 2 - Accounting Technician II Temporary Staffing

Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-04-23 13:30:00	SR 0511 ESR04232000000006194	1

VENDOR
VS0000021644 Clark Schaefer Consulting, LLC. Clark Schaefer Consulting

Solicitation Number: CRFQ 0511 BCF2000000002

Total Bid : \$391,040.00 **Response Date:** 2020-04-23 **Response Time:** 12:00:15

Comments: We are offering a 4% discount based upon the price offered in our proposal for an invoice that is paid within 30 days of the invoice being issued.
 In additional we will offer a 2% discount based upon the price offered in our proposal for an invoice that is paid within 45 days of the invoice being issued.

FOR INFORMATION CONTACT THE BUYER
 Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature on File	FEIN #	DATE
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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	Accounting Technician II	4160.00000	HOUR	\$94.000000	\$391,040.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description :	Accounting Technician II
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Comments: We understand that the project is for a period of one (1) year with two (2) senior level accounting technicians. Upon reward, we typically ask for around 2 weeks to make sure we have the proper personnel available for the project.



State of West Virginia

Accounting Technician II Temporary Staffing Assistance

Solicitation Number: CRFQ 0511 BCF200000002

April 23, 2020



Proprietary and Confidential

This document and all of its contents constitute confidential information which belongs to Clark Schaefer Consulting, LLC. This information may NOT be published, used, or disclosed to any third party without prior written consent of Clark Schaefer Consulting, LLC.

Executive Summary

Clark Schaefer Consulting professionals serve as the experts on accounting, technology and risk management so you don't have to. Our experienced consultants can become a virtual extension of your organization's departments to enhance capabilities and capacity. Our proposal details a comprehensive and cost-effective approach to addressing the State of West Virginia's accounting needs.

Beyond our extensive technical expertise, we understand your challenges and vulnerabilities, we help you accomplish your goals, and we take responsibility for the outcome of every project. Clark Schaefer Consulting is your partner in growth and success. If you have any questions concerning this proposal, please contact us.

Our Qualifications

Elite and emerging companies who seek an alternative to national consulting firms choose Clark Schaefer Consulting for accounting, technology and risk management solutions.

Unlike many national firms, we don't need to fly in talent from around the country. Our consultants are locally-based and take the time to understand your challenges, goals, and take responsibility for the results.

We enhance your ability to achieve financial and operational goals by serving as a virtual extension of your organization. You benefit from a wide range of expertise, as our consultants combine their specialized knowledge with that of other team members, and as needed, the resources of Clark Schaefer Hackett, one of the region's largest CPA and advisory firms.

Our Service Areas

Our Accounting services include the following:

Documentation and Governance

- Policies & Procedures
- Regulatory Compliance

Accounting Process Improvement

- Financial Statement Analysis
- Cash flow performance and Improvement
- Costing Review and Improvement

Accounting Training

- Training Program Design
- Training Delivery
- Train the Trainer

Reconciliations

Advisory Services & Co-Sourcing

Project Scope

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources (“DHHR”), Bureau for Children and Families (“BCF”), to establish a contract for Accounting Technician II temporary employees as stated in the Request for Quotation (“RFQ”) document issued by the State of West Virginia.

Comprehensive Solution

In order to assist you with your needs, we will provide experienced consultants with relevant accounting, financial reporting, and technology skills. To ensure your objectives are met, our consultants will employ the following methodology in compliance with the “Mandatory Requirements” as stated in the RFQ document issued by the State:

1. Meet with management and designated personnel to gain an understanding of:
 - Current positions to be supplemented including job descriptions as well as specific roles, tasks and responsibilities required.
 - Software applications, automation tools, and hardware systems supporting the various functions to be performed.
 - Key management personnel accountable for the work and others involved with specific areas critical for achieving the roles being performed; and
 - Critical timeline events, deadlines and constraints.
2. Review any relevant and available documentation including job descriptions, organizational charts, policies, procedures, and reports related to the roles, seeking to identify the impact and significance of each step in the process for assigned tasks.
3. If feasible, shadow employees currently performing desired tasks to better understand assigned job responsibilities as well as timing of significant events within the company’s regular business cycles.
4. Perform required functions for each position, consistent with State of West Virginia job descriptions, by preparing and maintaining:
 - Daily and monthly journal entry transactions;
 - Monthly balance sheet account reconciliations and the resolution of monthly reconciling items;
 - Standard financial reports created and used within the organization; and
 - Special projects as requested.
5. Throughout the project, make any necessary changes to procedural documentation required for the following areas:
 - Daily, weekly, monthly and other functions performed during engagement;
 - Accounting data, information systems, key contacts, and reporting requirements; and
 - Scheduled events and deadlines.

6. Upon the completion of the project, assist with the transition of these tasks as required.

Periodically meet with management to review current progress of the engagement, ensure the appropriateness and accuracy of our work, and discuss and resolve any outstanding matters that may arise.

Deliverables

Our deliverables for this engagement will include all reports and documents that we assist you in developing and maintaining throughout the engagement. For similar engagements, this documentation has typically included:

- Internal reports as defined, developed and maintained based upon the role(s) and requirements we are fulfilling;
- Any revised documentation of policies and procedures drafted throughout the engagement;
- Any workpapers and supporting information required for documenting and disclosing how we created specific deliverables during the engagement; and
- A final report that includes any observations and associated recommendations gathered during our efforts.

Our Management Team

To ensure the quality of all our projects, we provide oversight from the first day we seek to identify and sell a project until all aspects of what was promised are delivered by our team. To make sure we fulfill our obligations, we include time for project oversight and subject matter expertise within each of our project estimates to increase our staff's effectiveness, obtain better time efficiencies and to increase overall client satisfaction. For this project, our dedicated management team will include:

Joe Schmidt, Manager

Joe is responsible for the overall engagement quality and performance of the services we provide to individual clients. Joe has extensive experience in accounting, risk & controls, and technology related services. He has consulted with numerous organizations to enhance their financial, systems and operational processes within a wide variety of industries. Joe oversees the progress and completion of our projects, ensuring that our staff are meeting your objectives at every step in the process. As required, he will meet periodically with you and our staff to help ensure this project is a success.

Christian Salzmann, Client Development Manager

Christian is responsible for building and maintaining client business associations, understanding objectives, nurturing relationships and coordinating solutions for delivery of our services. Christian has widespread experience in the consulting industry working within all major industries and a wide range of organizations. He has assisted many corporations with evaluating, developing and providing strategic business services relevant to organizational objectives, coordinating innovative solutions in order to respond to their customers' requirements. Although his time is provided at no cost, Christian will work diligently throughout the project to make sure deadlines, expectations, and objectives are met.

Our Consultants

Our consultants' obligation is to come alongside our clients and serve in whatever capacity is required to meet the needs of any project. Appreciating our client's skills and talents, our consultants seek to complement the uniqueness of each organization in which they serve. We do not believe "one size fits all" when it comes to staffing your engagement. Being confident in our ability to service your specific business needs, our consulting team's diverse backgrounds coupled with industry specific certifications is strategically designed to consistently deliver strong results for our clients. Our consultants have achieved professional designations which include:

- ✓ CPA, Certified Public Accountant
- ✓ CIA, Certified Internal Auditor
- ✓ CRMA, Certification in Risk Management Assurance
- ✓ CISA, Certified Information Systems Auditor
- ✓ CISM, Certified Information Security Manager
- ✓ CISSP, Certified Information Systems Security Professional
- ✓ CITP, Certified Information Technology Professional
- ✓ CFE, Certified Fraud Examiner
- ✓ PMP, Project Management Professional

We invest in continuing education and encourage active involvement in professional memberships to enhance our consultants' abilities to serve our clients. To provide guidance to our approach for consulting, we hold professional affiliations which include:



Based on our staffing model, all of our consultants come to our clients with real life experience prior to serving on their projects. Our staff has spent their career prior to Clark Schaefer Consulting at a variety of local companies including:

Abercrombie & Fitch	First Financial Bank	PwC
CareSource	Hewlett Packard	Progressive Insurance
Crowe Horwath	Huntington National Bank	Booz Allen
Deloitte	JP Morgan Chase	Reynolds & Reynolds
Ernst & Young	KPMG	State of Ohio
Federal Home Loan Bank	Macy's	State Auto Insurance
Fidelity Investments	Nationwide Insurance	Western & Southern

Upon your acceptance of this proposal, we will work with you to establish the engagement start date and schedule our consultants with relevant skills and experience.

Fees

Our goal for all projects is to add value to our clients. To do this, our pricing philosophy is simple – provide the highest quality services for a reasonable fee with no surprises. You will know what you are being charged and why, without exception. Bottom line – You will receive exceptional service for a great value!

Our initial estimate of hours is based on our discussions with you; the estimates can be fine-tuned based upon further discussions, changes in scope/environment or a risk-based need to spend more or less time in a particular area, and any time constraints required to be achieved to ensure project completion prior to any required deadlines. Our provided estimates are based on the following key assumptions:

1. Our consultants will incur at least 40 hours each week. Any consultant working in excess of 40 hours in a week will obtain authorization from the DHHR. If the consultant is authorized to work more than 40 hours in a week, they will be paid 1.5 times the hourly billing rate contained within the Pricing Page (attached separately).
2. The scope of the project remains consistent as detailed within the Request for Quotation document issued by the State of West Virginia.
3. The project timeline is not further restricted and extends for a period of 52 weeks once the project begins, pending no further extensions.

Based on our strong desire to assist the State of West Virginia with their business needs, our professional services fees for this engagement will be based upon a rate of \$94 per hour for our team of senior accounting consultants. As indicated in the RFQ the project will require 2 accounting consultants with an estimated 2,080 hours for each for a total of 4,160 hours of effort which would result in a \$391,000 fee.

You will be charged for our actual hours worked at the rate stated above. If for some unforeseen reason fees are required beyond this estimate, we will first meet with you to discuss and then adjust our approach and fees accordingly. In addition to the fees for professional services, reasonable travel and incidental expenses will be billed based upon the travel clause located within the RFQ document issued by the State of West Virginia.

Terms & Acceptance

Invoices

To assist you in tracking the hours and costs accumulating on this project, our fees will be billed semi-monthly based upon the actual expenses and time incurred on this project at our hourly rates. Our invoices are due upon receipt.

Termination

This engagement may be terminated by either party following a 30-day prior written notice. Upon termination by the State of West Virginia, the State of West Virginia shall be responsible for all fees to which it committed in the execution of this proposal letter.

Non-Solicitation

In order to maintain independence, to protect our employees from violating their employment agreements, and ensure the quality of services delivered, both parties agree not to hire, or solicit for hire, or in any manner engage the services of, or use of, directly or indirectly the other party's personnel during the term of this engagement or extension thereof, and for a period of one year after the completion thereof. If the State of West Virginia violates this clause by hiring Clark Schaefer Consulting personnel, the State of West Virginia agrees to pay a fee equal to twice the current salary of the hired personnel.

Limitation of Liability

Clark Schaefer Consulting, LLC its principals, members, and employees shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses arising out of or relating to the services performed as detailed within this document for an aggregate amount in excess of the fees paid to Clark Schaefer Consulting for this engagement. In no event shall Clark Schaefer Consulting, its principles, members or employees be liable for consequential, special indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses including, without limitation, lost profits and opportunity costs.

Acceptance

This proposal is valid for 180 days from the date of issuance. Please indicate your acceptance of this proposal by signing and returning this document by email to ccsalzmann@clarkschaefer.com.

Accepted by: _____

Name: _____

Title: _____

Date: _____



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

State of West Virginia
 Request for Quotation
 27 – Miscellaneous

Proc Folder: 696647

Doc Description: Accounting Technician II Temporary Staffing Solicitation

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-16	2020-03-26 13:30:00	CRFQ 0511 BCF2000000002	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Clark Schaefer Consulting, LLC.
 One East Fourth Street, Cincinnati, Ohio 45202
 (877) 671-7100

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature X



FEIN # 06-1670978

DATE 3/25/2020

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

ADDITIONAL INFORMATION:

Request for Quotation

Accounting Technician II Temporary Staffing Solicitation

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources (DHHR), Bureau for Children and Families (BCF), to establish a contract for Accounting Technician II temporary employees, per the bid requirements specifications, terms and conditions attached to this solicitation.

Job Class Specifications are included as Attachment 2.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528		ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BCF - COMMISSIONER'S OFFICE		BCF - COMMISSIONERS OFFICE	
350 CAPITOL ST, RM 730		350 CAPITOL ST, RM 730	
CHARLESTON	WV25301-3711	CHARLESTON	WV 25301-3711
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Accounting Technician II	4160.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description :

Accounting Technician II

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Q&A Deadline (10:00 AM ET)	2020-03-19

BCF200000002	Document Phase Draft	Document Description Accounting Technician II Temporary Staffing Solicitation	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting

Revised 01/09/2020

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 in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 19, 2020 at 10:00 AM ET

Submit Questions to: Brittany Ingraham
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Brittany.E.Ingraham@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 electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Accounting Technician II Temporary Staffing Solicitation
BUYER: Brittany Ingraham
SOLICITATION NO.: CRFQ 0511 BCF2000000002
BID OPENING DATE: March 26, 2020
BID OPENING TIME: 1:30 PM ET
FAX NUMBER: 304.558.3970

Revised 01/09/2020

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. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____^{N/A}_____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

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).

Bid Opening Date and Time: March 26, 2020 at 1:30 PM ET

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

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

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

<http://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: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. 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.

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid 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: **Initial Contract Term:** This Contract becomes effective on _____ upon award _____ and extends for a period of _____ expires 03/01/2021 _____ year(s).

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 _____ Zero (0) _____ 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

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 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.

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 below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

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 and must include the State as an additional insured on each policy 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 or not 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.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful 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. [Reserved]

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:

 N/A for N/A

Liquidated Damages Contained in the Specifications

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: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall 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. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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. PURCHASING AFFIDAVIT: 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. 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.

40. 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.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. 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.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. 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. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. 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
- d. 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.

43. 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.

44. 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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

45. 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.

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.

DeAnna Bird COO
(Name, Title)
DeAnna Bird, COO
(Printed Name and Title)
One East Fourth Street, Cincinnati, Ohio 45202
(Address)
(877) 671-7100
(Phone Number) / (Fax Number)
dbird@clarkschaefer.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation 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 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 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.

Clark Schaefer Consulting, LLC.
(Company)
DeAnna Bird COO
(Authorized Signature) (Representative Name, Title)
DeAnna Bird, COO
(Printed Name and Title of Authorized Representative)
3/25/2020
(Date)
(877) 671-7100
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Temporary Staffing Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Health and Human Resources (DHHR), Bureau for Children and Families (BCF), to establish a contract for Accounting Technician II temporary employees. Job Class Specifications are included as Attachment 2.

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

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to “Attachment 1 - Provisions Required for Federally Funded Procurements”.

- 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 Accounting Technician II temporary employees working in the Department of Health and Human Resources, Bureau for Children and Families, in auditing and processing payments as more fully described in the Job Class Specifications included as Attachment 2.

2.2 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendors 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 “Temporary Staffing” means an employee provided by a vendor awarded a contract under this solicitation, to an agency of the State of West Virginia on a temporary basis.

2.5 “Withholding” means any fee, tax or other sum of money required to withheld from an employee’s paycheck by federal, state, county, or municipal governing bodies.

- 3. QUALIFICATIONS:** Vendors or Vendors’ staff is requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1 NOTE: If Vendor awarded a contract subsequent to the RFQ observes any periods of shutdowns for more than a public holiday or a weekend, that information must be provided to DHHR BCF that they have provided temporary employees. An emergency telephone number must be supplied to permit DHHR BCF a contact at the temporary agency during any overtime hours worked. Information on Holidays are included as Attachment 3.

4. MANDATORY REQUIREMENTS:

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

4.1.1 Payments:

4.1.1.1 DHHR BCF shall pay Vendor for all temporary staffing services in accordance with the rates established by the Contract as shown on the Pricing Page. The Vendor's billing rate for Accounting Technician II temporary employees shall include all costs associated with facilitating the temporary employment (e.g. employee compensation and overhead), as well as any and all insurance, taxes and other costs associated with employment of the temporary employees.

4.1.2 Overtime and Holiday Pay:

4.1.2.1 Temporary employees may work more than forty (40) hours in a week. Any temporary employees working in excess of forty (40) hours per week must obtain prior authorization from the agency.

4.1.2.1.1 Vendor shall bill and DHHR BCF shall pay 1.5 times the hourly billing rate contained on the Pricing Page for all authorized work in excess of forty (40) hours per week.

4.1.2.2 Temporary employees may work on days recognized as a holiday by the State of West Virginia. Vendor shall bill and DHHR BCF shall pay 1.5 times the hourly billing rate for any work performed on days recognized as a holiday by the State of West Virginia.

4.1.2.3 In any instance where the agency is billed 1.5 times the hourly billing rate, Vendor must pay the temporary employees 1.5 times the temporary employee's normal rate.

4.1.3 Fee Adjustment:

4.1.3.1 The State of West Virginia may consider a vendor's request to increase the hourly billing rate only if the federal or state minimum wage rate changes during the life of the contract and that rate change entitles the temporary employee to an increased salary. Any adjustment shall be based on the actual dollar value of the increase not a percentage. A request to increase the hourly billing rate by the Vendor may result in a change to the Vendor's priority level.

4.1.3.2 Any request for an increase should be submitted to DHHR Purchasing Division thirty (30) calendar days prior to the effective date of the increase and the contract may be amended accordingly or cancelled and re-bid. No other increases will be considered.

4.1.4 Timecard:

4.1.4.1 The Vendor shall supply all temporary employees with timecards. Hours worked shall be reviewed and approved on a daily or weekly basis by the DHHR BCF supervisor or designee. Computer generated time keeping is acceptable as long as the time record is updated daily.

4.1.5 Conduct and Management:

4.1.5.1 The Vendor shall be responsible for the conduct and management of the temporary employee provided through this Contract and the employee are and shall remain the employees of the contract. The State of West Virginia shall in no way be considered a co-employer.

4.1.6 One-Week Notice of Temporary Employee Replacement:

4.1.6.1 Vendor shall provide one-week notice, except in cases of a bona fide emergency, should Vendor be required to replace the existing temporary employee or provide a new temporary employee. DHHR BCF is not required to justify any request to replace temporary employee, nor is DHHR BCF required to give advance notice.

4.1.7 Smoke Free and Drug Free:

4.1.7.1 Vendor shall advise their employee that the State of West Virginia require a smoke free and drug free workplace. This Contract may require drug testing of the Vendor's employees for specific placements.

4.1.8 Background Check/References:

4.1.8.1 DHHR BCF may request background checks and or references for any temporary employee. DHHR BCF may request to interview the temporary employee prior to filling the positions to verify the individual has the qualifications for the temporary assignment. Please note that, if request, Vendor will be responsible to pay for background checks.

4.1.9 Ethics in Public Contracting:

4.1.9.1 Vendor certifies the temporary services contract is entered into without collusion or fraud and the Vendor has neither offered nor received any inducements from any individual(s), public or private, in the preparation and pricing of the services to be provided.

4.1.10 Immigration Refer and Control Act of 1986:

4.1.10.1 Vendor shall provide temporary employees which are in compliance with the Immigration Reform and Control Act of 1986 (or current immigration laws).

4.1.11 Equal Employment Opportunity:

4.1.11.1 Vendor shall be an Equal Opportunity Employer and shall take all employment actions without regard to an individual's race, color, national origin, ancestry, sex, religion, age, physical handicap, disability or political affiliations.

4.1.12 Reports:

4.1.12.1 In addition to what is covered by the General Terms and Conditions on this solicitation, quarterly reports required from the Vendor must contain:

- Identification of each temporary employee (complete name).
- Classification of each temporary employee
- DHHR BCF location where each temporary employee is working
- Number of hours each temporary employee has worked (for each quarter, TYD and since initially beginning work for DHHR BCF)
- Hourly pay rate for each temporary employee
- Total dollars paid to the temporary employee

Note: These reports are mandatory; failure to adhere to this may result in the cancellation of the Contract. Such reports must be sent electronically (Excel document) to DHHR BCF utilizing this Contract and to the buyer responsible for this Contract at DHHR Purchasing Division. These reports are due with thirty (30) calendar days after the end of each calendar year quarter.

4.1.13 Exception Labor Sources:

4.1.13.1 There are certain labor services available to DHHR outside of the temporary services contracts, and the issuance of the temporary service contracts shall not alter or interfere with the existing laws, policies and/or procedures for the use of these exceptional labor sources. Some examples of these sources include:

- Division of Personnel's temporary personnel registers
- Other State Agencies
- Prison labor
- Students from institutions of higher learning
- Volunteers

4.1.14 Agency Ordering Procedures:

4.1.14.1 DHHR BCF shall contact the Vendor by email to fill a position in the temporary employee classification. Vendor shall reply to DHHR BCF within forty-eight (48) hours.

Delivery Orders in excess of \$25,000.00 shall require processing a Centralized Delivery Order through the WV State Purchasing Division. Order of \$25,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (i.e., scanned and electronically attached in wvOASIS).

4.1.14.2 A Vendor providing services for this Contract shall respond to any request for temporary employee within forty-eight (48) hours of receiving the request, unless the request is identified by DHHR BCF as an emergency. When a temporary employee is requested on an emergency basis, the State may require an expedited response from the Vendor providing the temporary employee under this Contract.

4.1.14.3 DHHR must send a Delivery Order to the Vendor to initiate the procurement of temporary services. The Delivery Order shall contain a description of the services required, job location and number of hours required and start and end dates to the assignment. All Delivery Orders shall be completed by DHHR.

4.1.14.4 At the discretion of DHHR BCF, the form attached as Exhibit B – Temporary Worker Request Form may be required prior to accepting a temporary employee offered by any Vendor. If this form is used, it shall detail the job description, acceptable dress code, overtime requirements and any other pertinent information DHHR BCF finds relevant. This will ensure that all temporary employees arriving at DHHR BCF will have full understanding of that is required of them for the temporary position. If requested by DHHR BCF, this form must be signed by the Vendor and the temporary employee, indicating that both the worker and the Vendor understand accept the restriction and requirements for the temporary position. DHHR BCF may also use this form to list any prohibited activities by the temporary employee (discussion of pay, cell phone use, internet privileges, tobacco use, etc.).

4.1.15 Absent Temporary Employees:

4.1.15.1 Vendor must notify DHHR BCF immediately upon learning that the temporary employee will be tardy or will be absent from work. The Vendor must instruct its employees that they must report absences to the Vendor and Vendor will communicate the absent to DHHR BCF. Failure to notify DHHR BCF of an absent employee may result in cancellation of the contract.

Note: It is strongly recommended to the Vendor that they check with each temporary employee one day prior to the beginning of the assignment to verify the start date. Vendor with a high percentage of “no shows” or a history of sending unacceptable temporary workers may result in cancellation of the contract.

4.1.16 Removing a Temporary Employee:

4.1.16.1 Whenever a temporary employee is to be relieved of duties, DHHR BCF shall notify the Vendor. Whenever this removal is due to behavior and/or other unacceptable problems, the Vendor shall assist DHHR BCF in retrieving the electronic pass card whenever one has been issued.

4.1.17 Solicitation for Temporary Employees:

4.1.17.1 Vendor shall not solicit work from DHHR BCF. When the need arises for a temporary employee, DHHR BCF shall make the necessary contact. Solicitation for work for temporary employees is strictly prohibited.

4.1.18 Hiring of Temporary Employees/Credit Applications:

4.1.18.1 There shall be no fee incurred by the State of West Virginia if DHHR BCF decides to hire a temporary employee into a permanent position.

4.1.18.2 Vendor shall not require a credit application to be completed by DHHR BCF.

4.1.18.3 Vendor shall not request nor require any additional forms, policy statements, etc. to be signed by DHHR BCF.

4.1.18.4 No additional terms and conditions shall be requested or required by Vendor to DHHR BCF for any positions filled through this contract.

5. CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should provide pricing information for the Accounting Technician II temporary employees. Vendors should complete the Pricing Page (Exhibit A) by providing an hourly rate paid for the temporary employees, inclusive of withholding, overhead rates, and any other associated costs. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in the 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 service 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 Page, 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 will only be paid for temporary employee's travel in instances where DHHR specifically provides written authorization for the temporary employee to travel. Vendor shall only bill for time that temporary employees are working at a designated temporary employment location or on approved travel. Vendor shall not bill for travel from the temporary employee's home to the designated temporary employment location. The Vendor shall be reimbursed for a temporary employee's travel expenses in accordance with the State of West Virginia travel regulations.
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 services.
 - 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.
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 is 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: DeAnna Bird
Telephone Number: (877) 671-7100
Fax Number: (513) 371-5612
Email Address: dbird@clarkschaefer.com

Exhibit A

Cost Sheet for Accounting Technician II

Contract Item	Description	Number of Employees	Estimated Hours per Employee	Price per Hour	Extended Price
Section 4	Temporary Services – Accounting Technician II	2	2,080	\$ 94/hour	\$ 391,040
Estimated Total					\$ 391,000

- Estimated Hours per Employee are for estimation purposes only for the cost proposal.
- To calculate the Extended Price Vendor will multiply Number of Employees by Estimated Hours Per Employee by Price per Hour. Vendor should carry this amount down to the Estimated Total.
- The per hour rate is an all- of withholding, overhead rates, and any other associated costs necessary to provide the services required in this solicitation.
- Vendor should provide a Price per Hour on the Exhibit A Pricing Page **OR** the Oasis Commodity Line 1. If providing a price on both, vendor should ensure pricing is the same in both locations. If vendor provides more than one unit price, vendor's bid **will be** disqualified.

EXHIBIT B

Temporary Worker Request Form

West Virginia State Agency:	Department of Health & Human Resources BCF
Contact:	
Telephone Number:	
Classification:	Accounting Technician II

Agency Requirements for Temporary Worker(s)
Restrictions/Prohibitions for Temporary Worker(s)

Form must be signed by both the temporary worker and representative of the temporary agency indicating acceptance of all requirements and restrictions for this temporary worker position.

Temporary Agency Representative

Temporary Worker

Date

Date

ATTACHMENT 1

Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors 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.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

(A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908).

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

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.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. 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.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. 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.c. 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.d. 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.d.1. 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.d.2. 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.a. The Director may suspend, for a period not to exceed one (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.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. 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.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (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.b.2.F. 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.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (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.b.4. 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.b.5. Within five (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.b.6. The hearing will be recorded and an official record prepared. Within ten (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.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. 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 ten (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.e. 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 West Virginia 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.a. Debarment proceedings shall be conducted in accordance with West Virginia 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.b. 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.c. 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.d. Pursuant to West Virginia Code section 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.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. 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.b. 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.c. 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.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. 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.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. 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.c. 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.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include 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."

41 CFR § 60-1.3 defines "Federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) *Federally assisted construction contracts.*

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires 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 are required to 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. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance 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"). The Act provides that each contractor or subrecipient 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance 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, each contractor 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.

(F) Rights to Inventions Made Under a Contract or Agreement. 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.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System 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."

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more 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.

Attachment 2



Accounting Technician 2

Class Code:
9201

WEST VIRGINIA

Established Date: Sep 18, 1997

Revision Date: Sep 18, 1997

SALARY RANGE

\$1,721.42 - \$3,184.58 Monthly
\$20,657.00 - \$38,215.00 Annually

NATURE OF WORK:

Under general supervision, performs entry level accounting support duties. The incumbent is responsible for performing routine posting and adjusting to the general ledger, processing claims and invoices, and reviewing transactions for completeness, accuracy, and compliance with state and federal laws and regulations. Performs related work as required.

Distinguishing Characteristics

This is beginning level paraprofessional accounting/auditing work. Duties are distinguished by the recording and balancing of routine financial and numerical data in accordance with agency standards and work procedures.

EXAMPLES OF WORK:

- Processes claims and invoices; accurately calculates and records amounts.
- Prepares bank deposits and/or checks.
- Performs routine posting and adjusting to ledger. Identifies and corrects own routine posting errors.
- Classifies/ codes according to a chart of accounts.
- Performs routine reconciliation reports such as bank reconciliations and batch reports.
- Maintains accounting records; gathers data and prepares financial statements and reports from records maintained.
- Contacts associates, administrators, and general public in order to obtain information, discuss changes in documents, or resolve routine problems with accounts.

Knowledge, Skills, and Abilities

- Knowledge of basic mathematical computations.
- Knowledge of the operation of office equipment such as a copier, fax machine, and personal computer.
- Skill in the use of a calculator.
- Ability to detect and correct errors in arithmetic or to refer to proper source for correction.
- Ability to gather and compile data for use in financial reports.
- Ability to communicate effectively, both verbally and in writing.
- Ability to establish and maintain effective working relationships with others.

MINIMUM QUALIFICATIONS:

Training: Graduation from a standard four-year high school or the equivalent.

Experience: Two years of full time or equivalent part time paid bookkeeping, accounting or related experience.

Substitution: Successful completion of college-level accounting courses from an regionally accredited college or university may be substituted at the rate of three semester hours equals six months experience;

OR

Successful completion of related business school or vocational training may be substituted for the experience through an established formula.

PROMOTIONAL ONLY:

Six months experience as an Accounting Technician I.

OTHER INFORMATION:

PG: 06 \$20,657 - \$38,215

SUPPLEMENTAL INFORMATION:

Established: 9/18/97

Effective: 12/01/97

Attachment 3

[Personnel \(/Pages/default.aspx\)](#) > [State Employees \(/employees/Pages/default.aspx\)](#) > [Benefits \(/employees/benefits/Pages/default.aspx\)](#) > [Holidays](#)

Holidays

The State offers 12 paid holidays in each year. The number of paid holidays is above the national average for both public and private sector employees. In addition, employees generally do not work on statewide primary and general election days.

Official State holidays are:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20; observed in 2015 on June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

In addition, time off is given for the following:

- When Christmas Day and New Year's Day fall on Tuesday, Wednesday, Thursday, or Friday, the preceding half day (not to exceed four hours) on Christmas Eve (December 24) and New Year's Eve (December 31) are given as time off.
- Any day on which a Primary or General election is held throughout the State, and such other days as the President, Governor, or other duly constituted authority proclaim to be official holidays or days of special observance or thanksgiving, or days for the general cessation of business, is given as time off.

When a holiday falls on a Saturday, the previous Friday is observed; when a holiday falls on a Sunday, the following Monday is observed.

NOTE: Some agencies must modify their holiday observances and time off due to required work schedules. Consult your supervisor for questions.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Clark Schaefer Consulting, LLC **Address:** One East Fourth Street, Cincinnati, Ohio

Name of Authorized Agent: DeAnna Bird **Address:** One East Fourth Street, Cincinnati, Ohio

Contract Number: _____ **Contract Description:** _____

Governmental agency awarding contract: _____

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 3/25/2020

Notary Verification

State of _____, County of _____:

I, _____, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this _____ day of _____, _____.

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) 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, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Clark Schaefer Consulting, LLC.

Authorized Signature:  Date: 3/25/2020

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____



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

State of West Virginia
 Request for Quotation
 27 - Miscellaneous

Proc Folder: 696647

Doc Description: Addendum 1 - Accounting Technician II Temporary Staffing


Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-19	2020-04-09 13:30:00	CRFQ 0511 BCF2000000002	2

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

VENDOR
 Vendor Name, Address and Telephone Number:
 Clark Schaefer Consulting, LLC.
 One East Fourth Street, Cincinnati, Ohio 45202
 (877) 671-7100

FOR INFORMATION CONTACT THE BUYER
 Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature X  FEIN # 06-1670978 DATE 4/3/2020
 All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No.01 - the purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 03/26/2020 at 1:30 PM ET
Bid opening IS NOW 04/09/2020 at 1:30 PM ET

2. Provide a response to vendor questions.

No other changes.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONER'S OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV25301-3711 US		ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528 HEALTH AND HUMAN RESOURCES BCF - COMMISSIONERS OFFICE 350 CAPITOL ST, RM 730 CHARLESTON WV 25301-3711 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Accounting Technician II	4160.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description :
Accounting Technician II

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Q&A Deadline (10:00 AM ET)	2020-03-19

SOLICITATION NUMBER: CRFQ 0511 BCF2000000002
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0511 BCF2000000002 ("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

Additional Documentation: The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 03/26/2020 at 1:30 PM ET
Bid opening IS NOW 04/09/2020 at 1:30 PM ET

2. Provide a response to vendor questions.

No other changes.

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 #1 TO RESPOND TO VENDOR QUESTIONS

Vendor Question #1

To clarify; these positions are for a period of one 1 year, with no option to extend, for two (2) temporary personnel?

Agency Response to Vendor Question #1

Correct, as stated in the General Terms and Conditions, section 3, contract will expire on 03/01/2021 with zero (0) renewals.

Vendor Question #2

What's the physical work location the staff must report to?

Agency Response to Vendor Question #2

350 Capitol Street, Charleston WV 25301

Vendor Question #3

Will the ordering agency provide equipment and software access to the staff (laptops/computers, agency specific software used to fulfill the tasks)?

Agency Response to Vendor Question #3

Yes, all necessary computer equipment and software will be provided by the agency

Vendor Question #4

Will past performance of the bidding vendor be a factor? Is past performance required?

Agency Response to Vendor Question #4

This will be awarded to the lowest cost vendor meeting all of the mandatory requirements.

Vendor Question #5

Will a kick-off meeting be required at the onset of contract award? If so, where will it be held, or is teleconference an option?

Agency Response to Vendor Question #5

A kick-off meeting will not be required.

Vendor Question #6

What are the payment terms, **example**; net 30? What is the agency's preferred method of delivery of payments to the vendor?

Agency Response to Vendor Question #6

Payment must be in arrears. Payment in advance is prohibited under this contract. Preferred payment method is electronic funds transfer. See section 14 and 15 of the General Terms and Conditions.

Vendor Question #7

What are the procedures in place for contract staff in regards to government closures not relating to holidays? Is teleworking allowed.

Agency Response to Vendor Question #7

In the event of government closure, contract staff will be instructed not to report to work until such closure has ended. No teleworking will be permitted.

Vendor Question #8

What is the agency doing to address the current pandemic; COVID-19? Will this procurement still proceed on schedule, or are delays anticipated?

Agency Response to Vendor Question #8

Any changes or delays to this procurement will be addressed in addendum(s).

Vendor Question #9

#40 REPORTS: What is the preferred way for the agency to receive the reports; in addition will the contracted vendor have a POC at the agency to communicate with to gather status/action items to help develop the reports? Lastly, what exactly is the nature of these reports?

Agency Response to Vendor Question #9

Agency requested reports will be sent to a provided point of contact. The reports will be used to help monitor the purchases and to ensure the contract is meeting the needs of the agency. Please also see section 4.1.12 of the specifications.

Vendor Question #10

#41 BACKGROUND CHECKS: who is responsible for the background check, the agency or the vendor? When (agency initiated) or should (vendor initiated) the background check be started?

Agency Response to Vendor Question #10

Per item 41 of the Terms and Conditions, the vendor shall provide background checks prior to the employee(s) start date. Please also see section 4.1.8 of the specifications.

Vendor Question #11

#4.1.4 TIMECARD: It's the understanding that the vendor will provide the timecard/system for the contracted employees, or will the agency provide access to the agency's timecard system? If the vendor is supplying the timecard, how will the agency review this? Is there documentation that must be submitted for review to the agency? Who will be responsible for approving hours?

Agency Response to Vendor Question #11

The vendor will provide timecards or timesheets in which the employee hours will be recorded on. A supervisor will sign off and approved the employee's timecards or timesheets weekly. Please see section 4.1.4 of the specifications.

Vendor Question #12

Aside from basic industry knowledge and experience that the contracted staff has with accounting, will the agency provide some sort of on the job training in relation to the specifics of this role?

Agency Response to Vendor Question #12

Selected candidates will be trained for their assigned work.

Vendor Question #13

Working on holidays is this going to be a foreseeable requirement?

Agency Response to Vendor Question #13

There is no current plan for working on holidays, however this may change in the future. Please see section 4.1.2 and Attachment 3 of the specifications.

Vendor Question #14

Does the agency anticipate overtime to occur? If overtime is necessary, does the agency provide sufficient notice to the vendor / contracted staff?

Agency Response to Vendor Question #14

There is no current plan for overtime work, however this may change in the future. Please see section 4.1.2 and of the specifications. When possible, at least a 24 hour advance notice will be given.

Vendor Question #15

There's a broad range of salary for these roles, is the agency looking for a mix of entry level/senior level, all senior level, mid level, all entry level?

Agency Response to Vendor Question #15

Selected candidate must meet the requirements as listed in Attachment 2.

Vendor Question #16

Please confirm the only requirement for proposal is the quote sheet (price) submission

Agency Response to Vendor Question #16

Vendors are encouraged to read the solicitation in its entirety as it pertains to the mandatory requirements contained in this RFQ.

Vendor Question #17

Is this a new requirement or an existing contract?

Agency Response to Vendor Question #17

There is no existing contract.

Vendor Question #18

If existing, who is the incumbent contractor?

Agency Response to Vendor Question #18

There is no incumbent contractor for this solicitation.

Vendor Question #19

If existing, what is the contract number?

Agency Response to Vendor Question #19

There is no existing contract number for this solicitation.

Vendor Question #20

If existing, what is the current unit price per hour and total price?

Agency Response to Vendor Question #20

There is no existing unit price per hour and total price for this solicitation.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0511 BCF2000000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Clark Schaefer Consulting, LLC.

Company



Authorized Signature

4/3/2020

Date

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

SOLICITATION NUMBER: CRFQ BCF2000000002
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ BCF2000000002 (“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

Additional Documentation: The purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 04/09/2020 at 1:30 PM ET
Bid opening IS NOW 04/23/2020 at 1:30 PM ET

No other changes.

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 BCF200000002

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 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.

Clark Schaefer Consulting, LLC.

Company

Christian Salzmann

Authorized Signature

4/8/2020

Date

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



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

State of West Virginia
 Request for Quotation
 27 — Miscellaneous

Proc Folder: 696647

Doc Description: Addendum 2 - Accounting Technician II Temporary Staffing

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-04-03	2020-04-23 13:30:00	CRFQ 0511 BCF2000000002	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Brittany E Ingraham
 (304) 558-0067
 brittany.e.ingraham@wv.gov

Signature X *Christian Salzman*

FEIN # 06-1670978

DATE 4/8/2020

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

ADDITIONAL INFORMATION:

Addendum No.02 - the purpose of this addendum is to:

1. Modify the bid opening date as follows:

Bid opening WAS 04/09/2020 at 1:30 PM ET
 Bid opening IS NOW 04/23/2020 at 1:30 PM ET

No other changes.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528		ADMINISTRATIVE SERVICES ASSISTANT - 304-356-4528	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
BCF - COMMISSIONER'S OFFICE		BCF - COMMISSIONERS OFFICE	
350 CAPITOL ST, RM 730		350 CAPITOL ST, RM 730	
CHARLESTON	WV25301-3711	CHARLESTON	WV 25301-3711
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Accounting Technician II	4160.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description :
 Accounting Technician II

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Q&A Deadline (10:00 AM ET)	2020-03-19

BCF200000002	Document Phase Draft	Document Description Addendum 2 - Accounting Technician II Temporary Staffing	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions