



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

Header @ 4

List View

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

Procurement Folder: 1341025

Procurement Type: Central Master Agreement

Vendor ID: VS0000039921

Legal Name: ENTERPRISE SOLUTIONS INC

Alias/DBA:

Total Bid: \$269,568.00

Response Date: 01/04/2024

Response Time: 8:21

Responded By User ID: ESI2023

First Name: Dheeraj

Last Name: Mehta

Email: gov@enterprisesolutioninc.cc

Phone: 16302141163

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: HHR2400000001

Published Date: 12/28/23

Close Date: 1/4/24

Close Time: 13:30

Status: Closed

Solicitation Description: ACCOUNTING TECHNICIAN IV
TEMPORARY STAFFING

Total of Header Attachments: 4

Total of All Attachments: 4

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Accounting Technician IV	6240.0000	HOUR	43.200000	269568.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Commodity Line Comments:

Extended Description:

Accounting Technician IV

REQUEST FOR QUOTATION
CRFQ HHR240000001
Temporary Staffing Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health, West Virginia of Human Resources and West Virginia Shared Administration (Departments), to establish a contract for Accounting Technician IV temporary employees. Job Class Specifications are included as Attachment 1.

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.

2.1 **“Contract Services or Contract Items”** means the list of items identified in Section 3.1 below and the Pricing Pages.

2.2 **“Pricing Page”** means the schedule of prices, estimated order quantity and totals contained in wvOASIS and used to evaluate the Solicitation responses.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia 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 be withheld from an employee’s paycheck by federal, state, county or municipal governing bodies.

3. **GENERAL REQUIREMENTS:**

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

3.1.1 **Payments:** The Department 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 IV 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.

REQUEST FOR QUOTATION
CRFQ HHR2400000001
Temporary Staffing Services

3.1.2 Overtime and Holiday Pay: 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.

3.1.2.1 Vendor shall bill and Department 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.

3.1.2.2 Temporary employees may work on days recognized as a holiday by the State of West Virginia. Vendors shall bill and Department 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.

3.1.3 Fee Adjustment:

3.1.3.1 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.

3.1.3.2 Any request for an increase should be submitted to the WV 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 rebid. No other increases will be considered.

3.1.4 Timecard:

3.1.4.1 The Vendors shall supply all temporary employees with timecards. Hours worked shall be reviewed and approved on a daily or weekly basis by the Department supervisor or designee. Computer generated time keeping is acceptable as long as the timecard is updated daily.

3.1.5 Conduct and Management:

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

**REQUEST FOR QUOTATION
CRFQ HHR240000001
Temporary Staffing Services**

3.1.6 One-Week Notice of Temporary Employee Replacement:

3.1.6.1 Vendors shall provide one-week notice, except in case of a bona fide emergency, should Vendor be required to replace the existing temporary employees or provide a new temporary employee. The Department is not required to justify any request to replace temporary employees, nor is Department required to give advance notice.

3.1.7 Smoke Free and Drug Free:

3.1.7.1 Vendors shall advise their employees that the State of West Virginia requires a smoke free and drug free workplace. This contract may require drug testing of the Vendor's employees for specific placements.

3.1.8 Background Check/References:

3.1.8.1 The Department may request background checks and references for any temporary employees. The Department may request to interview the temporary employees prior to filling the positions to verify the individual has the qualifications for the temporary assignment. Please note that, if requested, Vendors will be responsible to pay for background checks.

3.1.9 HIPAA:

3.1.9.1 The HIPAA requirements are attached. This must be signed by the Vendor and returned prior to issuance of any contract.

3.1.10 Ethics in Public Contracting:

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

3.1.11 Immigration Refer and Control Act of 1986:

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

REQUEST FOR QUOTATION
CRFQ HHR240000001
Temporary Staffing Services

3.1.12 Equal Employment Opportunity:

3.1.12.1 Vendors 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.

3.1.13 Reports

3.1.13.1 In addition to what is covered by the General Terms and Conditions on this Solicitation, quarterly reports required from the Vendors must contain:

- Identification of each temporary employee (complete name)
- Classification of each temporary employee
- Department 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 Department)
- 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 the Department utilizing this contract and to the buyer responsible for this contract at the WV DHHR Purchasing Division. These reports are due within thirty (30) calendar days after the end of each calendar year quarter.

3.1.14 Exception Labor Sources:

3.1.14.1 There are certain labor services available to Department outside of temporary services contract and the issuance of 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 education
- Volunteers

REQUEST FOR QUOTATION
CRFQ HHR2400000001
Temporary Staffing Services

3.1.15 Agency Ordering Procedures:

3.1.15.1 When the Contract is issued, DHHR will receive a spreadsheet to identify the lowest cost supplier for the Accounting Technician IV classification.

3.1.15.2 Vendor A will have the first opportunity to provide temporary employee(s). The Department shall contact Vendor A by email to fill a position in the temporary employee classifications. Vendor shall reply to Department within forty-eight (48) hours. A reply from the Vendor indicating an unwillingness or inability to supply a temporary employee shall serve as a waiver from the Vendor and will be retained by the Department. When Vendor A is unable to supply the temporary employee or does not respond to the Department within forty-eight (48) hours, the next awarded Vendor shall be contacted. If the temporary employee sent by the Vendor is unable or unwilling to perform the job duties, the Department shall request a waiver from the Vendor and contact the next awarded Vendor if the waiver is granted.

Delivery orders in excess of \$250,000.00 shall require processing a Centralized Delivery Order through the West Virginia State Purchasing Division. Orders of \$250,000.00 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).

3.1.15.3 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 Department 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.

3.1.15.4 The Department must send a delivery order to the Vendor to initiate the procurement of temporary services. The delivery order shall contain a description of services required, job location and number of hours required and

REQUEST FOR QUOTATION
CRFQ HHR240000001
Temporary Staffing Services

start and end dates to the assignment. All delivery orders shall be completed by the Department.

3.1.15.5 At the discretion of the Department, the form attached as Exhibit A – 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 the Department finds relevant. This will ensure that all temporary employees arriving at the Department will have full understanding of that is required of them for the temporary position. If requested by the Department, this form must be signed by the Vendor and the temporary employee, indicating that both the worker and the Vendor understand and accept the restrictions and requirements for the temporary position. The Department 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.).

3.1.15.6 If a Vendor has indicated they can fill the position and the temporary employee does not report for the temporary position without a reasonably acceptable explanation (in the opinion of Department), Department may then go to the next low bidder to fill the temporary position.

3.1.16 Absent Temporary Employees:

3.1.16.1 All Vendors must notify the Department 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 absences to Department. Failure to notify the Department of an absent employee is grounds to move on to the next bidder to fill the position.

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

**REQUEST FOR QUOTATION
CRFQ HHR240000001
Temporary Staffing Services**

3.1.17 Removing a Temporary Employee:

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

3.1.18 Solicitation for Temporary Employees:

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

3.1.19 Hiring of Temporary Employees/Credit Applications:

3.1.19.1 There shall be no fee incurred by the State of West Virginia if the Department decides to hire a temporary employee in a permanent position.

3.1.19.2 Vendor shall not require a credit application to be completed by the Department.

3.1.19.3 Vendor shall not request nor require any additional forms, policy statements, etc. to be signed by the Department.

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

4. CONTRACT AWARD:

4.1 Contract Award: The contract is intended to provide Agencies with a purchase price on all Contract Items. The contract will be a progressive award with multiple vendors, capped up to five (5) vendors. Awards will be based on the lowest price provided on the pricing page in wvOASIS. Request for service will be placed by email to the lowest bidder. If the lowest bidder cannot provide the services requested at the requested time, within the requested timeframe, the second lowest bidder will be contacted and so forth. We will allow for forty-eight (48) hours from the time the email has been sent for the vendor to determine if they will be able to meet our needs and send confirmation back by email. If confirmation has not been received by forty-eight (48), we will move to the next

REQUEST FOR QUOTATION
CRFQ HHR240000001
Temporary Staffing Services

lowest bidder and send a request via email, and the second lowest bidder will have forty-eight (48) hours to send an email confirmation and so forth.

4.2 Pricing Pages: Vendor should complete the Pricing Pages via wvOASIS 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 their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the contract or any individual item is guaranteed or implied.

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

5. ORDERING AND PAYMENT:

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

6. PERFORMANCE: Vendor and DHHR shall agree upon a schedule for performance of contract services and contract service deliverables, unless such a schedule is already included herein by DHHR. In the event that this Contract is designated as an open-end contract, DHHR shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: DHHR shall pay hourly rates as reflected 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 shall only be paid for temporary employee's travel in instances where Department 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

REQUEST FOR QUOTATION
CRFQ HHR240000001
Temporary Staffing Services

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 DHHR'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 DHHR immediately of any lost, stolen or missing card or key.

9.4 Anyone performing under this Contract will be subject to DHHR's security protocol and procedures.

9.5 Vendor shall inform all staff of DHHR 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 DHHR 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.

**REQUEST FOR QUOTATION
CRFQ HHR2400000001
Temporary Staffing Services**

11. MISCELLANEOUS:

11.1 Contract Manager: During 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: **Ankit Chaudhary**
Telephone Number: **13313052483**
Fax Number: **630-209-1026**
Email Address: **gov@enterprisesolutioninc.com**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HHR2400000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Enterprise Solutions, Inc.

Company

DocuSigned by:

Sliviski Paul

1E510F0FA94A49F...

Authorized Signature

01/04/2024

Date

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

Revised 6/8/2012



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

State of West Virginia
Centralized Request for Quote
Service - Misc

Proc Folder: 1341025		Reason for Modification:	
Doc Description: ACCOUNTING TECHNICIAN IV TEMPORARY STAFFING		ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-28	2024-01-04 13:30	CRFQ 0506 HHR2400000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000039921

Vendor Name : Enterprise Solutions, Inc.

Address : 700 East Diehl Rd, Suite 110, Naperville, IL 60563

Street : 700 East Diehl Rd, Suite 110

City : Naperville

State : IL

Country : USA

Zip : 60563

Principal Contact : Shirish Paul

Vendor Contact Phone: 949-413-4034

Extension:

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
(304) 558-2402
crystal.g.hustead@wv.gov

DocuSigned by:
Shirish Paul
1E510F0FA94A49F...

**Vendor
Signature X**

FEIN# 77-0538464

DATE 01/04/2024

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

ADDITIONAL INFORMATION

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR ACCOUNTING TECHNICIAN IV TEMPORARY STAFFING PER THE ATTACHED DOCUMENTS.

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

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES FINANCE		HEALTH AND HUMAN RESOURCES ADMINISTRATION AND FINANCE	
ONE DAVIS SQUARE, STE 300 CHARLESTON WV US		ONE DAVIS SQUARE, RM 300 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Accounting Technician IV	6240.00000	HOUR	\$43.20	\$269,568.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
Accounting Technician IV

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-12-21

DocuSign Envelope ID: 4891974A-115E-48A9-8B10-038A3C54E35D			
	Document Phase	Document Description	Page
HHR240000001	Final	ACCOUNTING TECHNICIAN IV TEMPORARY STAFFING	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

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

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$2,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name and Title) Shirish Paul, Vice-President

(Address) 700 East Diehl Rd, Suite 110, Naperville, IL 60563

(Phone Number) / (Fax Number) (949-413-4034) / (630-209-1026)

(email address) gov@enterprisesolutioninc.com

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

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

Enterprise Solutions, Inc. _____

(Company)

DocuSigned by:
Shirish Paul
1E640F0FA94A49F

(Signature of Authorized Representative) _____

Shirish Paul, Vice-President, 01/04/2024

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

(949-413-4034) / (630-209-1026)

(Phone Number) (Fax Number)

gov@enterprisesolutioninc.com

(Email Address)