



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 @ 7

[List View](#)

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

Procurement Folder: 1475603

Procurement Type: Central Master Agreement

Vendor ID: VS0000041430

Legal Name: Tier One Technologies

Alias/DBA:

Total Bid: \$5,258,240.00

Response Date: 10/31/2024

Response Time: 11:27

Responded By User ID: Prestier1

First Name: Brad

Last Name: Hamel

Email: bhamel@tier1technologies.co

Phone: 7248201818

SO Doc Code: CRFQ

SO Dept: 0511

SO Doc ID: MIS2500000001

Published Date: 10/16/24

Close Date: 10/31/24

Close Time: 13:30

Status: Closed

Solicitation Description: TECHNICAL TEMPORARY STAFFING SERVICES

Total of Header Attachments: 7

Total of All Attachments: 7



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

State of West Virginia  
Solicitation Response

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

Solicitation Closes	Solicitation Response	Version
2024-10-31 13:30	SR 0511 ESR10312400000003295	1

**VENDOR**  
VS0000041430  
Tier One Technologies

**Solicitation Number:** CRFQ 0511 MIS2500000001  
**Total Bid:** 5258240  
**Response Date:** 2024-10-31  
**Response Time:** 11:27:34  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Crystal G Hustead  
(304) 558-2402  
crystal.g.hustead@wv.gov

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Senior Web Application Analyst	2080.0000	HOUR	68.900000	143312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Senior Web Application Analyst Optional renewal year 1	2080.0000	HOUR	68.900000	143312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Senior Web Application Analyst Optional renewal year 2	2080.0000	HOUR	69.900000	145392.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Senior Web Application Analyst Optional renewal year 3	2080.0000	HOUR	69.900000	145392.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Senior Application Oracle Database Administrator	2080.0000	HOUR	73.900000	153712.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Senior Application Oracle Database Administrator Opt Ren Yr1	2080.0000	HOUR	73.900000	153712.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Senior Application Oracle Database Administrator Opt Ren Yr2	2080.0000	HOUR	74.900000	155792.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Senior Application Oracle Database Administrator Opt Ren Yr3	2080.0000	HOUR	74.900000	155792.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Senior Application DB2 Database Administrator	2080.0000	HOUR	73.900000	153712.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Senior Application DB2 Database Administrator Opt Ren Yr1	2080.0000	HOUR	73.900000	153712.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	Senior Application DB2 Database Administrator Opt Ren Yr2	2080.0000	HOUR	74.900000	155792.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Senior Application DB2 Database Administrator Opt Ren Yr3	2080.0000	HOUR	74.900000	155792.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	SQL Server Database Administrator	2080.0000	HOUR	73.900000	153712.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	SQL Server Database Administrator Opt Ren Yr 1	2080.0000	HOUR	73.900000	153712.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	SQL Server Database Administrator Opt Ren Yr 2	2080.0000	HOUR	74.900000	155792.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	SQL Server Database Administrator Opt Ren Yr 3	2080.0000	HOUR	74.900000	155792.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	Help Desk Analyst	2080.0000	HOUR	38.900000	80912.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	Help Desk Analyst Optional Renewal Year 1	2080.0000	HOUR	38.900000	80912.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	Help Desk Analyst Optional Renewal Year 2	2080.0000	HOUR	39.900000	82992.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	Help Desk Analyst Optional Renewal Year 3	2080.0000	HOUR	39.900000	82992.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	Business Analyst	2080.0000	HOUR	64.900000	134992.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	Business Analyst Optional Renewal Year 1	2080.0000	HOUR	64.900000	134992.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
23	Business Analyst Optional Renewal Year 2	2080.0000	HOUR	65.900000	137072.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
24	Business Analyst Optional Renewal Year 3	2080.0000	HOUR	65.900000	137072.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
25	Information Systems Assistant	2080.0000	HOUR	43.900000	91312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
26	Information Systems Assistant Optional Renewal Year 1	2080.0000	HOUR	43.900000	91312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
27	Information Systems Assistant Optional Renewal Year 2	2080.0000	HOUR	44.900000	93392.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
28	Information Systems Assistant Optional Renewal Year 3	2080.0000	HOUR	44.900000	93392.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
29	Programmer Analyst	2080.0000	HOUR	67.900000	141232.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
30	Programmer Analyst Optional Renewal Year 1	2080.0000	HOUR	67.900000	141232.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
31	Programmer Analyst Optional Renewal Year 2	2080.0000	HOUR	68.900000	143312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
32	Programmer Analyst Optional Renewal Year 3	2080.0000	HOUR	68.900000	143312.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
33	Senior Mainframe Application Analyst	2080.0000	HOUR	62.900000	130832.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
34	Senior Mainframe Application Analyst Optional Ren Yr 1	2080.0000	HOUR	62.900000	130832.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
35	Senior Mainframe Application Analyst Optional Ren Yr 2	2080.0000	HOUR	63.900000	132912.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
36	Senior Mainframe Application Analyst Optional Ren Yr 3	2080.0000	HOUR	63.900000	132912.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
37	Mainframe Application Analyst	2080.0000	HOUR	57.900000	120432.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
38	Mainframe Application Analyst Renewal Yr 1	2080.0000	HOUR	57.900000	120432.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
39	Mainframe Application Analyst Renewal Yr 2	2080.0000	HOUR	58.900000	122512.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
40	Mainframe Application Analyst Renewal Yr 3	2080.0000	HOUR	58.900000	122512.00

Comm Code	Manufacturer	Specification	Model #
80111608			

**Commodity Line Comments:**

**Extended Description:**

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



CRFQ MIS250000001  
Technical Temporary Staffing Services

Qualifications  
Section 3.1

- Tier One Technologies Subsistence Certificate
- Tier One Technologies/Lockheed Martin contract for time & material personnel support aligned to NAICS 541512 – Computer Systems Design Services

Tier One Technologies, LLC  
67 East Pike Street  
Canonsburg, PA 15317



Phone: 724-820-1818  
Fax: 724-820-1828  
[www.tier1technologies.com](http://www.tier1technologies.com)

Taking IT Strong! Every Day.

**Pennsylvania Department of State**  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717-787-1057  
[dos.pa.gov/BusinessCharities](http://dos.pa.gov/BusinessCharities)

**Regarding:** TIER ONE TECHNOLOGIES, LLC  
**Request Type:** Subsistence Certificate **Issuance Date:** April 21, 2023  
**Request No.:** 013849227 **File No.:** 0003147009  
**Receipt No.:** 000482342  
**Filing Type:** Domestic Limited Liability Company  
**Filing Subtype:** Limited Liability Company  
**Initial Filing Date:** June 03, 2003  
**Status:** Active

**TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:**

I DO HEREBY CERTIFY THAT

TIER ONE TECHNOLOGIES, LLC

is currently subsisting on the records of the Department of State as of the issuance date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and caused the seal  
of my office to be affixed, the day and year  
above written

**Albert Schmidt**

Acting Secretary of the Commonwealth

Verify this certificate online at [www.file.dos.pa.gov](http://www.file.dos.pa.gov)

Subcontract Number: 4103852129  
Modification Number: **04, dated DOA**  
Seller Name: Tier One Technologies, LLC  
Subcontract Type: Time & Material  
NAICS: 541512



4103852129 Modification 04 is hereby issued to accomplish the following (changes are highlighted):

**ARTICLE B.3 – LEVEL OF EFFORT**

- Adds new OY2 rates effective 7/1/2019
- Updates OY3 and OY4 escalated rates
- Adds historical rates for personnel not affected by the 7/1/2019 rate increase

**ARTICLE B.14 – STAFFING**

- Modifies Lockheed Martin's right to hire terms

In consideration of the mutual covenants, conditions and commitments contained herein, the Buyer and Seller hereinafter agree:

**AGREEMENT**

This Subcontract, under authority of U.S. Government Prime Contract Number GSQ0017AJ0021, is entered into as of last signature date (Date of Award) by and between Lockheed Martin Corporation acting through its Rotary & Mission Systems (RMS) business, with offices at 7121 Standard Drive, Hanover, Maryland 21076, a corporation organized and existing under the laws of the State of Maryland (hereinafter referred to as "Buyer"), and Tier One Technologies, LLC with offices at 67 East Pike Street, Canonsburg, PA 15317 (hereinafter called the "Seller").

This Subcontract consists of the AGREEMENT, the TERMS AND CONDITIONS, and the SIGNATURE PAGE.



CRFQ MIS250000001  
Technical Temporary Staffing Services

Qualifications  
Section 3.2

Documentation for services delivered relevant to the following CRFQ labor categories:

- Help Desk Analyst
- Programmer Analyst
- Senior Application Oracle Database Administrator
- Senior Mainframe Application Analyst
- Mainframe Application Analyst
- Senior Web Application Analyst

Screenshots of customer procurement systems demonstrating assigned resources, periods of performance and statements of work are included.

Reference and recognition material are also included.

Fieldglass: Worker

fieldglass.net/worker.do?tabId=payTerms&ref=worker\_job\_posting&id=z2102111320127298852688e&cf=1

Tier Technologies

Search by ID or text

0

0

BH

ATTENTION: MIGRATION DATE CHANGE

The timing of the SAP Fieldglass Network migration to hyperscalers has been adjusted and will occur later than previously communicated. Please disregard the document that was previously attached. A new date and an updated document will be provided soon.

Home

My Items

Contingent Labor

Services

Worker

Worker

Work Order

Workforce

Worker Activity Item

Time Sheet

Expense Sheet

Absence

Payments

Analytics

Buyer

Create

Admin

Workers List

LS

Sanchez-Avalos, Luis

4103852129

S Worker

Status

Worker ID

Period

Buyer

Closed

LMTWK00007440

2021-01-18 to 2021-03-07

Lockheed Martin

Details

Activity Items

Time & Expense

Statement of Work

Approvals / Audit Trail

Related

Statement of Work

1 Item Found

Apply Filters

Status	ID	Revision	Name	Supplier	Start Date
All	Enter Criteria		Enter Criteria	Enter Criteria	
Approved	LMTTQ00000490	1	4103852129	TIER ONE TECHNOLOGIES, LLC	2018-09-19
Clear Sort Clear Filters					
Rows 1 1-1 of 1					
Data as of 11:30 AM Refresh					

THE BEST RUN

SAP

Last Login Time: 2024-10-30 10:48 AM EDT

Confidential and Proprietary Information of SAP America, Inc.

Data Processing Disclosure

Cookie Policy

Cookie Preferences

Terms of Use

SAP Fieldglass 2410 | 25

© 2024 SAP SE or an SAP affiliate company. All rights reserved.

Customer: Lockheed Martin

Agency Contractor: Luis Sanchez-Avalos

Labor Category 4.1.5: Help Desk Analyst

Screenshot of Lockheed Martin's Vendor Management System (VMS) - SAP Fieldglass

Statement of Work (SOW) ID. Screenshot of SOW description attached separately.





Lockheed Martin Rotary and Mission Systems  
7121 Standard Drive  
Hanover, MD 21076



05 May 2020  
DC3II-20CMB-037

Tier One Technologies, LLC  
67 East Pike Street  
Canonsburg, PA 15317

Attention: Mr. Brad Hamel  
Subject: DC3 Excellence Award for Tier One Technologies, LLC

Mr. Hamel,

Lockheed Martin Corporation acting by and through its Rotary and Mission Systems is pleased to notify Tier One Technologies, LLC of a DC3 Excellence Award recipient.

The following Individual of the ITD Team will be a recipient of the DC3 Team Excellence Award:

- Luis SanchezAvalos

In the response for urgent onsite staff reduction at DC3 resulting from COVID-19, the ITD Server, the Network and Service Desk teams took on ownership and rapid response towards enabling remote access. The Server team had to build images, reengineer storage and server resources, and build out both Citrix and VMWare receivers for users to access the DEN, DC3ON, ExLAN, IALAN and DevNet resources. The Network team had to modify firewalls, access controls lists and security appliances to carve paths to and from networks and resources that previously did not exist. The Service Desk team quickly built and handed out laptops, created accounts and assisted a great number of users to get connected. All of the teams worked closely together to coordinate, research, test, execute, and overcome a multitude of technical challenges. The Cybersecurity team ensured that all required approvals required were acquired in rapid fashion ensuring that all remote solutions could be provided to the DC3 users upon implementation.

The result of all of the focus and effort was that every staff member was provided the ability to access the DEN and all other unclassified networks remotely allowing them to perform their mission from home. The recipient of the award will be receiving a ceremonial plaque. Thank you for your continued support on the DC3II Contract.

Questions should be directed to [carrie.m.ball@lmco.com](mailto:carrie.m.ball@lmco.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Janel Dixon".

Janel Dixon  
DC3II Program Manager  
LOCKHEED MARTIN CORPORATION  
Rotary and Mission Systems

Beeline - View Candidate - Acti

prod.beeline.com/perspecta/Procurement/Resource/ProcurementResourceEditScreen.aspx?ApplyOverrideName=true&IsFromResourcePool=true&ProcurementResourceID=7759ba05-951c-430b-b216-f314652cb415&bwtab=4

Peraton

Welcome Brad Hamel

Search Requests

My Beeline

Quick Links

Manage/Search

Report Gallery

Admin

Home (Supplier) : Resource Pool Search : View Candidate - Activities

Return

Customer: Peraton  
Agency Contractor: John Schuster  
Labor Category 4.1.8: Programmer Analyst

Screenshot of Peraton's Vendor Management System (VMS) - Beeline

Edit Candidate

Name: Schuster, John

Summary

Details

Activities

Notes

Compliance and Certification Management

Labor Request ID - screenshot of labor request job description attached separately.

Request History

Edit

Export

Date	Id	Business Organization	Admin Business Organization	Type	Job Class	Request Status	Status
8/22/2020	9731-1	CostPoint	Compass	Agency Contractor - US	IT - Software Developer III	Filled	Onboarded

Edit

Export

Assignment History

Edit

Export

Date	ID	Billing Business Organization Name	Admin Business Organization	Supplier	Request Type	Job Class	Status
8/22/2020 - 9/23/2024	17959	CostPoint	Compass	TIER ONE TECHNOLOGIES LLC (V09869)	Agency Contractor - US	IT - Software Developer III	Expired
3/28/2020 - 8/21/2020	13813	CostPoint	Compass	TIER ONE TECHNOLOGIES LLC (V09869)	Agency Contractor - US	IT - Database Analyst/Programmer III	Expired

Edit

Export





**From:** [Ullrich, Christopher](#)  
**To:** [Schuster, John A CTR \(USA\)](#)  
**Cc:** [Brad Hamel](#); [Richard Baxendell](#)  
**Subject:** Client Recognition - John Schuster  
**Date:** Tuesday, July 2, 2019 10:29:58 AM  
**Attachments:** [image001.png](#)

---

John- I wanted to pass along an email (see below) I received from the client, recognizing your significant contributions to the DDRS Team. Thank you very much for stepping up and making such a positive impact in supporting our DFAS Client. I really do appreciate it, as do they.

Fantastic Job!

Chris

"I just wanted to give a shout out to John Schuster for his contributions to the agile team he is currently working on. The agile team completed multiple high priority system change requests meeting tight schedules and delivery requested functionality to the users, thanks in part to John's efforts. John has no problem diving in on projects, performing thorough analysis, and working collaboratively with his agile teammates. He really did an outstanding job on the SCRs."

Thanks.

Jeremy

**Christopher Ullrich**

Account Manager – DoD Agencies, DFAS

O: 317.212.6899 | M: 317.402.7199  
8899 E. 56<sup>th</sup> St, Indianapolis, IN 46249



Beeline - View Candidate - Acti

prod.beeline.com/perspecta/Procurement/Resource/ProcurementResourceEditScreen.aspx?ApplyOverrideName=true&IsFromResourcePool=true&ProcurementResourceID=97e3fe34-030f-487c-bc47-92b40f8c297b&bwtab=4

Peraton

Welcome Brad Hamel

Search Requests

My BeelineQuick LinksManage/SearchReport GalleryAdmin

Home (Supplier) : Resource Pool Search : View Candidate - Activities

Return

Customer: Peraton  
Agency Contractor: West Wilder  
**Labor Category 4.1.2: Senior Application Oracle Database Administrator**

Screenshot of Peraton's Vendor Management System (VMS) - Beeline

Edit Candidate

Name: Wilder, West

SummaryDetailsActivitiesNotesCompliance and Certification Management

Request History

	Date	Id	Business Organization	Admin Business Organization	Type	Job Class	Request Status	Status	
	3/16/2023	34099-1	CostPoint	Compass	Agency Contractor - US	IT - Database Administrator IV	Filled	Onboarded	<div>EditExport</div>

Labor Request ID - screenshot of labor request job description attached separately.

Assignment History

	Date	ID	Billing Business Organization Name	Admin Business Organization	Supplier	Request Type	Job Class	Status	
	3/16/2023 - 8/7/2023	40519	CostPoint	Compass	TIER ONE TECHNOLOGIES LLC (V09869)	Agency Contractor - US	IT - Database Administrator IV	Expired	
	3/28/2020 - 3/16/2023	12906	CostPoint	Compass	TIER ONE TECHNOLOGIES LLC (V09869)	Agency Contractor - US	IT - Database Administrator III	Expired	<div>EditExport</div>





## Brad Hamel

---

**From:** Gilley, Sherry (PERATON) <Sherry.L.Gilley@peraton.com>  
**Sent:** Thursday, March 09, 2023 1:20 PM  
**To:** Brad Hamel  
**Cc:** Wilder, West (Contractor)  
**Subject:** FW: Nice work West!

**Importance:** High

Brad,  
Just wanted to pass along these kudos regarding West. As always, he is a stellar teammate!

---

**From:** Turner, Kristina (PERATON) <Kristina.Turner@peraton.com>  
**Sent:** Thursday, March 9, 2023 12:53 PM  
**To:** Wilder, West (Contractor) <west.wilder@peraton.com>; Gilley, Sherry (PERATON) <Sherry.L.Gilley@peraton.com>; Dootz, Peter (PERATON) <peter.dootz@peraton.com>; Pitzer, Dawn (PERATON) <Dawn.Pitzer@peraton.com>; Babb, Linda (PERATON) <linda.babb@peraton.com>  
**Subject:** RE: Nice work West!

Way to go West!!!! Now that's a great way to end our A&A!! 😊 I love working with you and sharing a brain. ;-D

Thank you,  
*Kristy Turner*  
CSM® | SSYB® | CompTIA Security+®  
Security Analyst  
Defense Solutions Sector  
O: 1.571.508.2742  
[Kristina.Turner@peraton.com](mailto:Kristina.Turner@peraton.com)  
[Kristina.A.Turner2.ctr@mail.mil](mailto:Kristina.A.Turner2.ctr@mail.mil)

**DO THE CAN'T BE DONE.**

**Peraton**

---

**From:** Wilder, West (Contractor) <[west.wilder@peraton.com](mailto:west.wilder@peraton.com)>  
**Sent:** Thursday, March 9, 2023 10:45 AM  
**To:** Gilley, Sherry (PERATON) <[Sherry.L.Gilley@peraton.com](mailto:Sherry.L.Gilley@peraton.com)>; Dootz, Peter (PERATON) <[peter.dootz@peraton.com](mailto:peter.dootz@peraton.com)>; Pitzer, Dawn (PERATON) <[Dawn.Pitzer@peraton.com](mailto:Dawn.Pitzer@peraton.com)>; Babb, Linda (PERATON) <[linda.babb@peraton.com](mailto:linda.babb@peraton.com)>  
**Cc:** Turner, Kristina (PERATON) <[Kristina.Turner@peraton.com](mailto:Kristina.Turner@peraton.com)>  
**Subject:** RE: Nice work West!

Thanks much!

This was made possible by great team work, both from Peter and Kristy as well as Kelly (DISA Oracle), LaToya and Theresa (DISA SQL Server).

Thanks,  
West



Home (Supplier) : Resource Pool Search : View Candidate - Acti

Customer: Peraton  
Agency Contractor: Richard Alexoff  
**Labor Category 4.1.9: Senior Mainframe Application Analyst**

Screenshot of Peraton's Vendor Management System (VMS) - Beeline

☰

Edit Candidate

Name: Alexoff, Richard

Summary

Details

Activities

Notes

Compliance and Certification Management

Request History

Edit

Export

Date	Id	Business Organization	Admin Business Organization	Type	Job Class	Request Status	Status
<div>📄</div> 8/14/2023	36635-1	CostPoint	CostPoint	Agency Contractor - US	IT - Software Developer III	Filled	Onboarded

Edit

Export

Assignment History

Edit

Export

Date	ID	Billing Business Organization Name	Admin Business Organization	Supplier	Request Type	Job Class	Status
<div>📄</div> 8/14/2023 - 9/30/2025	42271	CostPoint	CostPoint	TIER ONE TECHNOLOGIES LLC (V09869)	Agency Contractor - US	IT - Software Developer III	Active

Edit

Export

👤







Beeline - View Candidate - Acti

prod.beeline.com/perspecta/Procurement/Resource/ProcurementResourceEditScreen.aspx?ApplyOverrideName=true&IsFromResourcePool=true&ProcurementResourceID=47729886-2441-42e0-87f0-ce1ea86c2856&bwtab=4&bcp=10

Peraton

Welcome Brad Hamel

Search Requests

My Beeline

Quick Links

Manage/Search

Report Gallery

Admin

Home (Supplier) : Resource Pool Search : View Candidate - Activities

Return

Customer: Peraton

Agency Contractor: Jeffrey Learman

Labor Category 4.1.10: Mainframe Application Analyst

Screenshot of Peraton's Vendor Management System (VMS) - Beeline

Edit Candidate

Name: Learman, Jeffrey

Summary

Details

Activities

Notes

Compliance and Certification Management

Request History

Edit

Export

	Date	Id	Business Organization	Admin Business Organization	Type	Job Class	Request Status	Status
i	10/17/2022	28405-1	CostPoint	Compass	Agency Contractor - US	IT - Software Developer III	Filled	Onboarded
i	6/28/2021	16115-1	CostPoint	Compass	Agency Contractor - US	IT - Software Engineer II	Filled	Qualified

Edit

Export

Labor Request ID - screenshot of labor request job description attached separately.

Assignment History

Edit

Export

	Date	ID	Billing Business Organization Name	Admin Business Organization	Supplier	Request Type	Job Class	Status
i	11/14/2022 - 9/30/2024	37793	CostPoint	Compass	TIER ONE TECHNOLOGIES LLC (V09869)	Agency Contractor - US	IT - Software Developer III	Expired

Edit

Export





Beeline - View Candidate - Acti

prod.beeline.com/perspecta/Procurement/Resource/ProcurementResourceEditScreen.aspx?ApplyOverrideName=true&IsFromResourcePool=true&ProcurementResourceID=25395291-3c98-43f9-b2e3-ba6241039f70&bwtab=4

Home (Supplier) : Resource Pool Search : View Candidate - Activities

Return

Edit Candidate

Name: Ostroske, David

Customer: Peraton

Agency Contractor: David Ostroske

Labor Category 4.1.1: Senior Web Application Analyst

Summary

Details

Activities

Notes

Compliance and Certification Management

Request History

11/14/2022

29262-1

CostPoint

Compass

Agency Contractor - US

IT - Software Developer III

Filled

Withdrawn

9/12/2022

28002-1

CostPoint

Compass

Agency Contractor - US

IT - Software Developer IV

Filled

Qualified

8/15/2022

27004-1

CostPoint

CostPoint

Agency Contractor - US

IT - Systems Administrator III

Filled

Onboarded

6/24/2022

25113-1

CostPoint

Compass

Agency Contractor - US

IT - Software Developer IV

Cancelled

Qualified

5/20/2022

24052-1

CostPoint

Compass

Agency Contractor - US

IT - Software Developer IV

Cancelled

Qualified

Edit

Export

Labor Request ID - screenshot of labor request job description attached separately.

Assignment History

1/23/2023 - 7/15/2024

38679

CostPoint

CostPoint

TIER ONE TECHNOLOGIES LLC (V09869)

Agency Contractor - US

IT - Systems Administrator III

Expired

Edit

Export

https://prod.beeline.com/perspecta/Procurement/Resource/ProcurementResourceEditScreen.aspx?ApplyOverrideName=true&IsFromResourcePool=true&ProcurementResourceID=25395291-3c98-43f9-b2e3-ba6241039f70&bwtab=4

Screenshot of Peraton's Vendor Management System (VMS) - Beeline





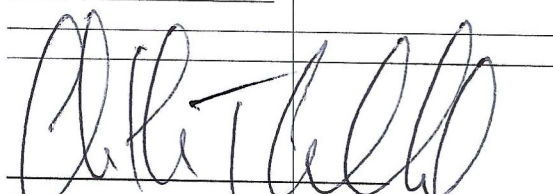
**PAST AND PRESENT PERFORMANCE QUESTIONNAIRE**  
**When Filled In This Document Is Source Selection Sensitive IAW FAR 2.101 and 3.104**

CONTRACTOR'S NAME: Peraton Enterprise Solutions CONTRACT NUMBER: HQ0423-20-F-0083

The contractor:							
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	1	2	3	4	5	6 <i>N/A</i>
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	1	2	3	4	5	6
3.	Home office participated in solving significant local problems.	1	2	3	4	5	6
4.	Provided effective quality control and/or inspection procedures to meet contract requirements.	1	2	3	4	5	6 <i>N/A</i>
5.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	1	2	3	4	5	6
6.	Identified problems as they occurred.	1	2	3	4	5	6
7.	Displayed initiative to solve problems.	1	2	3	4	5	6
8.	Developed realistic progress schedules.	1	2	3	4	5	6
9.	Met established project schedules.	1	2	3	4	5	6
10.	Was responsive to contract changes.	1	2	3	4	5	6
11.	Cooperated with Government personnel after award.	1	2	3	4	5	6 <i>N/A</i>
12.	How would you rate the contractor's overall performance?	1	2	3	4	5	6
13.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."						YES/NO
14.	Would you award another contract to this contractor? If not, explain in "remarks."						YES/NO
15.	Is the contractor rated in CPARS?						YES/NO

CONTRACTOR'S NAME: Christopher Ullrich CONTRACT NUMBER HQ0423-20-F-0083

Remarks: Tier One Technologies has been an excellent teaming partner, supporting Peraton on numerous DFAS I&T contracts. Tier One understands the DFAS environment as well as the skill sets, certifications and clearance requirements required by DFAS. I believe they would do an excellent job supporting this contract if awarded.

  
 Signature of Respondent  
 CHRISTOPHER T. ULLRICH

### 1. COMPANY OVERVIEW

**Primary Name :** TIER ONE TECHNOLOGIES, LLC  
**Alternate Name :** (none)  
**D-U-N-S® :** 13-753-8422  
**Address :** 395 Valleybrook Rd  
 McMurray, PA 15317  
**Telephone Number :** +1 (724) 820-1818

#### Past Performance Evaluation

**Report Date :** 03-29-2018  
**Order Number** 3844113

#### Company Information

**Year Started:** 2003  
**Year of Current Control:** 2003  
**Annual Sales:** \$ 2,376,484  
**Total Employees:** 26  
**SIC/Line of Business:** 7379/Computer related services, nec

### 2. SUPPLIER PERFORMANCE RATINGS

The supplier's overall performance rating is an assessment of predicted performance. Ratings are on a scale from 0 to 100, where 100 represents the highest level of customer satisfaction. The SIC-level benchmark indicates how the supplier's overall performance rating ranks in comparison against peers.

#### Overall Performance Rating

94



Overall, how satisfied do you feel about the performance of this company during this transaction?

Bottom

SIC:

#### SIC/Quintile



Top

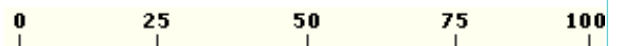
7379/Computer related services, nec

#### Detailed Performance Ratings

##### RELIABILITY:

How reliably do you think this company follows through on its commitments?

96



##### COST:

How closely did your final total costs correspond to your expectations at the beginning of the transaction?

93



##### ORDER ACCURACY:

How well do you think the product/service delivered matched your order specifications and quantity?

94



##### DELIVERY/TIMELINESS:

How satisfied do you feel about the timeliness of the product/service delivery?

95



##### QUALITY:

How satisfied do you feel about the quality of the product/service provided by this company?

94



##### BUSINESS RELATIONS:

How easy do you think this company is to do business with?

96



##### PERSONNEL:

How satisfied do you feel about the attitude, courtesy, and professionalism of this company's staff?

95



##### CUSTOMER SUPPORT:

How satisfied do you feel about the customer support you received from this company?

96



##### RESPONSIVENESS:

How responsive do you think this company was to information requests, issues, or problems that arose in the course of the transaction?

95





## Past Performance Evaluation

**Business Name :** TIER ONE TECHNOLOGIES, LLC

**D-U-N-S® :** 13-753-8422

**Report Date :** 03-29-2018

### 3. DISTRIBUTION OF FEEDBACK

This supplier's ratings were based in part on survey feedback from past customers. This chart provides a breakdown of the survey responses received from customers in the last 12 months. For each of the survey questions, the responses, which were provided on a 0 to 10 scale, are categorized as "positive" (9 to 10), "neutral" (5 to 8), or "negative" (0 to 4). All Customer feedback is provided confidentially; individual reference responses are not disclosed.

The percentages of responses falling into each category are shown below.



### 4. CUSTOMER REFERENCES SURVEYED

The most recent feedback obtained on this supplier came from companies in the following industries.

**SIC/Line of Business:**

Total number of surveys completed : 7.

**Note:** The supplier ratings set forth above incorporate the responses and performance opinions of the surveyed customer references and not those of Dun & Bradstreet. Some references may not have provided ratings for all performance aspects.

The report may not be reproduced in whole or part in any manner whatsoever.

## ADDENDUM ACKNOWLEDGEMENT FORM

**SOLICITATION NO.:** MIS2500000001

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

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

**~~Addendum Numbers Received:~~**

(Check the box next to each addendum received)

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

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

Tier One Technologies, LLC

---

Company

---

Authorized Signature

10/25/2024

---

Date

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

Revised 6/8/2012

**REQUEST FOR QUOTATION**  
**CRFQ MIS2500000001**  
**Technical Temporary Staffing Services**

---

**11. MISCELLANEOUS:**

**11.1. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Bradley Hamel  
**Telephone Number:** 724-820-1819  
**Fax Number:** 724-820-1828  
**Email Address:** bhamel@tier1technologies.com

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

**1. Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).

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

## 2. Permitted Uses and Disclosures.

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

### 3. Obligations of Associate.

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

f. **Support of Individual Rights.**

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

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



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

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

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

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

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

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

#### 4. Addendum Administration.

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

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

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

#### 5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: Tier One Technologies, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

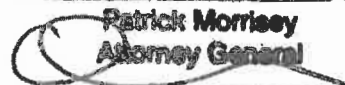
Title: \_\_\_\_\_

Title: Managing Director

Date: \_\_\_\_\_

Date: 10/25/2024

Form - WVBAA-012004  
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th  
DAY OF Jan 20 13  
  
**Patrick Morrissey**  
**Attorney General**  
BY \_\_\_\_\_

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Tier One Technologies, LLC

Name of Agency: WV Departments of Health, Health Facilities, and Human Services- Office of Shared Administration

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

These temporary employees will work on PATH related programs, such as RAPIDS, and at times may have access to names, addresses, dates of birth, email address, or SSN.

**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) Bradley Hamel, Managing Director  
(Address) 67 E. Pike Street, Canonsburg, PA 15317  
(Phone Number) / (Fax Number) 724-820-1819/724-820-1828  
(email address) bhamel@tier1technologies.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.

Tier One Technologies, LLC  
(Company)  
Bradley Hamel 10/28/2024  
(Signature of Authorized Representative) (Date)  
724-820-1819/724-820-1820  
(Printed Name and Title of Authorized Representative) (Phone Number) (Fax Number)  
bhamel@tier1technologies.com  
(Email Address)

**FEDERAL FUNDS ADDENDUM**

2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

## **FEDERAL FUNDS ADDENDUM**

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

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

**1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:  
(2 C.F.R. § 200.321)**

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

**2. DOMESTIC PREFERENCES:  
(2 C.F.R. § 200.322)**

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

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

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

- c. Definitions: For purposes of this section:

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

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

**3. BREACH OF CONTRACT REMEDIES AND PENALTIES:**

(2 C.F.R. § 200.327 and Appendix II)

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

**4. TERMINATION FOR CAUSE AND CONVENIENCE:**

(2 C.F.R. § 200.327 and Appendix II)

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

**5. EQUAL EMPLOYMENT OPPORTUNITY:**

(2 C.F.R. § 200.327 and Appendix II)

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

**6. DAVIS-BACON WAGE RATES:**

(2 C.F.R. § 200.327 and Appendix II)



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

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

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

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

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

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

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

**9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**  
(2 C.F.R. § 200.327 and Appendix II)

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

**10. CLEAN AIR ACT**  
(2 C.F.R. § 200.327 and Appendix II)

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

**11. DEBARMENT AND SUSPENSION**  
(2 C.F.R. § 200.327 and Appendix II)

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

**12. BYRD ANTI-LOBBYING AMENDMENT**  
(2 C.F.R. § 200.327 and Appendix II)

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

**13. PROCUREMENT OF RECOVERED MATERIALS**  
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the

Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

State of West Virginia

Vendor Name: Tier One Technologies, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Bradley W. Hamel

Title: \_\_\_\_\_

Title: Managing Director

Date: \_\_\_\_\_

Date: 10/31/2024