



State of West Virginia
Agency Master Agreement

Order Date: 2024-08-16

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number:	AMA 0506 2640 HHR2500000002 1	Procurement Folder:	1481669
Document Name:	Emergency Implement Summer Electronic Benefit (EBT) Program	Reason for Modification:	
Document Description:	Emergency Implement Summer Electronic Benefit (EBT) Program		
Procurement Type:	Agency Emergency Purchase		
Buyer Name:	Bryan D Rosen		
Telephone:	(304) 558-0953		
Email:	bryan.d.rosen@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-06-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-11-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000051921 FIDELITY INFORMATION SERVICES LLC 601 RIVERSIDE AVE JACKSONVILLE FL 32204 US Vendor Contact Phone: 000-000-0000 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Jacquelyn P Hoppe Requestor Phone: (304) 558-0458 Requestor Email: jacquelyn.p.hoppe@wv.gov
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES ADMINISTRATION AND FINANCE ONE DAVIS SQUARE, RM 300 CHARLESTON WV 25301 US	BUYER - 304-957-0209 HEALTH AND HUMAN RESOURCES ADMINISTRATION AND FINANCE ONE DAVIS SQUARE, RM 300 CHARLESTON WV 25301 US

Total Order Amount:

Open End

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY

DATE:

9/18/24

Approved as to form this 2nd day of

Patrick Morrissey, Attorney General

By:

Senior Deputy Attorney General

Extended Description:

The Vendor, Fidelity Information Services, LLC, agrees to enter into a contract with the West Virginia Office of Shared Administration for the Department of Health and Department Human Services for Emergency Implement Summer Electronic Benefit (EBT) 2024 Program per the attached.

NOTE: This solicitation may be funded in whole or in part with Federal Funds and thus this solicitation and its resulting awarded contract are subject to the requirements of Attachment 1: Federal Funds Addendum.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	93150000				\$0.00
Service From		Service To		Service Contract Amount	
2024-06-01		2024-11-30		20000.00	

Commodity Line Description: Implementation Fee \$20,000.00

Extended Description:

Implementation Fee \$20,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	93150000				\$0.00
Service From		Service To		Service Contract Amount	
2024-06-01		2024-11-30		3000.00	

Commodity Line Description: Customization Fee \$3,000.00

Extended Description:

Customization Fee \$3,000.00

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	93150000				\$0.00
Service From		Service To		Service Contract Amount	
2024-06-01		2024-11-30		0.00	

Commodity Line Description: Processing Fee Summer EBT (per case)
\$7.00

Extended Description:

Processing Fee Summer EBT (per case)
\$7.00

Approved by: _____
Fidelity Information Services, LLC
B: _____
Senior Deputy Attorney General

	Document Phase	Document Description	Page 3
HHR2500000002	Final	Emergency Implement Summer Electronic Benefit (EBT) Program	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT

THIS ORDER OF PRECEDENT AND ADDITIONAL TERMS AGREEMENT, by and between Fidelity Information Services, LLC (“Vendor”) and the West Virginia Office of Shared Administration for Department of Health and Department Human Services (“State”) is intended to provide an order of priority for the various documents that comprise the contract resulting from the Customer Authorization (SOW) dated 06/06/2024, (the “Contract”) and to add certain required contract terms to the Contract. The Parties Agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

Contract Documents:

- a. This Order of Precedent and Additional Terms Agreement - First in priority
 - b. Customer Authorization (also referred to as the SOW), attached hereto as Exhibit B – Second in priority
 - c. Instructions to Vendors Submitting Bids (also referred to as the TCA), attached hereto as Exhibit C – Third in priority
2. **Additional Contract Terms.** The following additional terms are added to the Contract.
 - a. **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.
 - b. **LATE PAYMENT PENALTIES** – Any language in any document imposing any interest or charges due to late payment is deleted.
 - c. **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.
 - d. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an 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.

- e. **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, subject to the modifications below in Section 3.b, to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>
- f. **ISRAEL BOYCOTT:** Vendor 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.
- g. **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.
- h. **LIMITATION OF LIABILITY:** Vendor's liability for damages to the State is limited to one million four hundred forty-one thousand three hundred sixty dollars (\$1,441,360.00) except for liability arising out of or related to claims for bodily injury, death or damage to property (tangible or intangible) caused by the negligence or willful misconduct of the Vendor, its officers, employees or agents in connection with its performance under this Contract. Neither party will be liable to the other for any lost profits, lost savings, or punitive, indirect, exemplary, consequential, or incidental damages. Vendor shall not be responsible for any special, incidental and/or consequential damages in relation to any claims by the State including, but not limited to, claims for liquidated damages, penalties, assessment and/or indemnification.

3. Modifications to Existing Documents

- a. Pages 1-4 of the Instructions to Vendors Submitting Bids are deleted.
- b. The provision entitled “**General Terms and Conditions; 26. Assignment**” is removed in its entirety and replaced with the following:

“26. 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 and any other government agency or office that may be required to approve such assignments, which consent shall not be unreasonably withheld or delayed.”

- c. The document entitled “**Notice of State of West Virginia Confidentiality Policies and Information Security Accountability Requirements**” referred to in above Section 2(e), and in the General Terms and Conditions, Section 29, Privacy, Security, and Confidentiality, is modified as follows:
 1. Section **2.3: Security Incident** is modified by removing it in its entirety and replacing it with the following: “**Security Incident** means any known inappropriate use, disclosure, modification, access, or destruction of any information by an authorized or unauthorized individual.”
 2. Section **4.4.2.2** is removed in its entirety and replaced with the following: “Within 72 hours by e-mail or fax of any successful Security Incident, intrusion or unauthorized use or disclosure of Confidential Information, in violation of the underlying contract and this Notice, of loss of confidential data affecting the underlying contract.”
 3. Section **4.4.2.4** is removed in its entirety and replaced with the following: “The Vendor shall promptly investigate such actual Security Incident, Breach, or unauthorized use or disclosure of Confidential Information. Within 72 hours of the discovery, if an actual Breach has occurred, the vendor shall notify the individuals identified in 4.4.2.3 of the following to the extent not prohibited by law: (a) What data elements were involved and the extent of the data involved in the Breach (e.g. number of records or affected individual’s data); (b) The identity of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or Confidential Information; (c) A description of where the Confidential Information is believed to have been improperly transmitted, sent, or utilized; (d) A description of the probable causes of the improper use or disclosure.”
 4. Section **4.4.2.6** is removed in its entirety and replaced with the following: “All associated costs shall be borne by the vendor. This may include, but not be limited to costs associated with notifying affected individuals. Liability associated with this obligation shall not exceed the applicable limitation of

liability negotiated between the parties and included in the Order of Precedence and Additional Terms Agreement.”

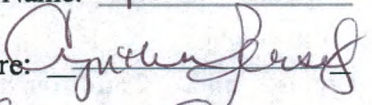
- d. The provision entitled “**General Terms and Conditions; 35. Indemnification**” is removed in its entirety and replaced with the following:

“35. Indemnification. Vendor shall defend the State and the Agency and its officers and employees (Indemnified Parties), in their individual capacities or otherwise, from and against any and all Claims (as defined in this Section) asserted by a third party against the Indemnified Parties, and shall indemnify and hold harmless the Indemnified Parties from and against any damages, costs, and expenses of such third party awarded against the Indemnified Parties by a final court judgment or an agreement settling such Claims in accordance with this Section. As used in this Section, the term “**Claim**” means any action, litigation, or claim by a third party alleging (i) personal injury or property damage caused by Vendor’s gross negligence or willful misconduct in connection with this Agreement; (ii) Vendor’s failure to comply with all federal laws, rules and regulations applicable to Vendor as a provider of the Services; or (iii) that the Services or any Deliverables infringe an effective U.S. Patent or a registered trademark or copyright; provided, however, that Vendor shall not be liable for any infringement or alleged infringement that results, in whole or in part, from: (a) use of the Services or Deliverables in a manner or for a purpose not specifically described in the Agreement; (b) use of the Services or Deliverables in combination with computer programs, processes, hardware, software, data, systems, or services owned, licensed or provided by someone other than Vendor; (c) the Indemnified Parties’ products or services; (d) modification, change, amendment, customization, or adaptation of the Services or Deliverables not made wholly by Vendor; or (e) the Indemnified Parties’ failure to implement corrections or changes provided by Vendor. If a claim of infringement has been asserted, or in Vendor’s opinion is about or likely to be asserted, in addition to the indemnification obligations described herein, Vendor may, at its option either: (1) procure for the Indemnified Parties the right to continue using the Services or Deliverables; (2) replace or modify the Services or Deliverables so that they become non-infringing; or (3) terminate the impacted Service or SOW.

The obligation of Vendor to indemnify under this Section is contingent upon: (i) the Indemnified Parties’ promptly notifying Vendor in writing of any Claim subject to such indemnity obligation; (ii) the Vendor having sole control over the defense and settlement of the Claim; (iii) the Indemnified Parties’ reasonably cooperating during defense and settlement efforts; (iv) the Claim(s) not arising, in whole or in part, out of the action or inaction of the Indemnified Parties; and (v) the Indemnified Parties’ not making any admission, concession, consent judgment, default judgment or settlement of the Claim or any part thereof.”

The Parties are signing this Agreement on the date stated below the signature.

VENDOR: Fidelity Information Services, LLC STATE AGENCY: West Virginia Office of
Shared Administration for Department of Health
and Department Human Services

Printed Name: Cynthia Tersely
Signature: 
Title: Cabinet Secretary
Date: 9/18/24

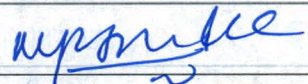
Printed Name: Prashant Gupta
Signature: 
Title: SVP, Group Executive, Government Services
Date: July 15th 2024

Exhibit A – OTHER STATE DOCUMENTS
(If none included then there are no other state documents)

None

Exhibit B – CUSTOMER
AUTHORIZATION (SOW)



Customer Authorization

WV - Implement Summer EBT for 2024

EBTGOVS-
14145

06/06/2024

Customer State of West Virginia
EBT Banking Services
Office of Shared Administration for Health, Health Facilities and Human Services
Attn: Jacquelyn P Hoppe, Director
jacquelyn.p.hoppe@wv.gov
304-558-0458
1 Davis Square, Suite 402
Charleston, WV 25301

FIS Contact Renee Hutchins Renee.Hutchins@FISGlobal.com 603-293-3765

Project Overview This Customer Authorization issued pursuant to the West Virginia Office of Shared Administration for Departments of Health, Health Facilities and Human Services, Summer EBT Project with Fidelity Information Services, LLC. to:

- Implement Summer Electronic Benefit Transfer (EBT) Program for Summer 2024 as part of the Fiscal Responsibility Act of 2023.

Deliverables FIS will:

- Create a benefit type [FSSB] for Summer EBT 2024.
- Expire SEBT benefits after four (4) months [122 days], from date of issuance/availability.
- Setup the Benefit Expiration process to remove the Summer Benefit(s) from the system 62 days after the expiration date, if there is any remaining balance on the benefit authorization.
- Settle Summer EBT benefits to the State's existing bank account.
- Provide a monthly report (EBTMS516) of Summer Food Benefits itemized on the Reports Portal.
- Ensure the Summer EBT Benefit type code displays in all existing reports where Benefit Codes are displayed.
- Bill the Summer program fee the first month that FIS receives a Summer Benefit for the case.
- Ensure the special indicator 'S' (Summer EBT) is displayed in the State's custom Undelivered Card Report – Special Program (EBTDS210-6).
- Display a message, provided by the State, on the Cardholder Portal/Mobile App.
- Update Call Center scripting to include information about Summer EBT.
- Update the State's EBT Manuals (Interface, Detail Design and Appendix S).
- Ensure enough card stock exists for new Summer EBT cases.
- Create a new issuer at card production facility that will:
 - Print 'Summer EBT' on current EBT Cards issued for Summer EBT only cases.
 - Adhere cards to a custom mailer approved by the State.
 - Provide State with one sample card produced from non-production environment.
- Provide the State with an ad hoc report for benefit expiration notifications.
- Perform internal QC testing.
- Continue to post all Summer EBT transactions to ebtEDGE transaction history, data warehouse, ebtEDGE, and Reports Portal, Cardholder Portal/Mobile App.



Customer Authorization

WV - Implement Summer EBT for 2024

EBTGOVS-
14145

06/06/2024

Contingencies FIS performance under this CA is contingent upon:

The State's understanding and agreement that:

- The State will provide advance notice to FIS for any files containing 5,000 or more new cards.
- FIS will perform internal QC testing.
- There will be no:
 - New interfaces defined.
 - New files created.
 - Changes to file and report layouts.
 - Changes to IVR messages.
 - New batch streams defined.
- The Summer EBT Benefit will not post to AMA, but rather settle out of a State owned and managed funded Bank account. The state will wire FIS the funds in the same business process as other cash programs.
- Only SEBT cases will receive the customized SEBT Card and Card Mailer.
- Pricing provided in this CA is for the 2024 Summer only.
- The State will provide the following to FIS no later than two weeks after CA is signed:
- Custom mailer verbiage in English and Spanish using existing card mailer specifications.
- Message for Cardholder Portal/Mobile App (500-character max).
- The State will inform and educate existing cardholders regarding the Summer EBT 2024 program.
- The State will share cardholder communications for Summer EBT 2024 with FIS.
- The State will share the FNS approved Summer EBT 2024 plan with FIS once approved.
- If there is a larger bulk order (5K or more), the card production will be scheduled over multiple days/weeks, based on FIS' card production availability and the volume of cards ordered.
- Receipt by FIS of the signed CA.
- State of West Virginia's performance of its obligations set forth herein and in the Agreement to the extent necessary for FIS Corporation to perform.
- FIS will not be responsible for issues or delays outside of FIS' reasonable control.
- Send in the first monthly benefit for cards to be produced as Summer only cards at the same day as the demographic file is sent, to allow FIS to split out the card as a summer only EBT card, to prevent comingling with daily issuance and replacement cards.
- Summer EBT benefits will:
 - Only be used for the Summer EBT program.
 - Be configured in the FIS system as a Food benefit, but it will settle as cash.
 - The Summer EBT benefit will show on existing reports the same as the other SNAP benefit(s), however on the settlement reports, the benefit will show in a separate group under cash benefits.
- Fulfillment of the payment terms listed below.

Project Pricing

Implementation Fee	\$20,000
Customization Fee	\$3,000
Processing Fee	Summer EBT (per case)
	\$7.00

- Pricing assumes Summer EBT is a three-month benefit program.
- Each case receiving a Summer EBT benefit will be charged only once, the first month the summer benefit



Customer Authorization

WV - Implement Summer EBT for 2024

EBTGOVS-
14145

06/06/2024

is received for that program year; there will be no additional Summer EBT charge for the case in the following months.

Payment Terms This CA is payable as follows:

- Payment term points
 - 100% of the one-time Implementation Fee (\$23,000.00) to be invoiced and due on West Virginia's monthly services invoice following execution of this CA.
 - 100% of the Summer EBT Only (\$7.00) be invoiced on West Virginia's next monthly invoice following receipt of a Summer EBT benefit when the associated case hasn't already been billed.

- Other Terms
- The opportunity to execute this CA is valid for a period of sixty (60) days from the date stated at the top of this CA. In the event that this CA is not executed within the sixty (60) day period, this CA shall be null and void.
 - The State will pay FIS for any hours and costs incurred by FIS, expended after the State provides approval of CA, should the State cancel the project after signing.
 - This CA shall be effective when signed by both parties. Unless the expiration date of the CA is expressly set forth herein, this CA shall expire upon the delivery by FIS of the Deliverables described above.
 - No government funds to be paid under this CA are being or shall be used to develop any current or future intellectual property of FIS Corporation except as expressly set forth in this CA. No rights in intellectual property are being transferred pursuant to this CA.
 - This CA supersedes any verbal agreements or understandings made previously regarding this subject.
 - Except as amended hereby all other terms and conditions of the Agreement shall remain in full force and effect.
 - FIS reserves the right to nullify this CA if it is altered from its original form provided by FIS.

Approvals I have read and understood this CA and approve its contents. I hereby approve work to begin on this project pursuant to the terms and conditions of the Agreement, as amended by this CA.

FIDELITY INFORMATION SERVICES, LLC

WEST VIRGINIA DEPARTMENTS OF HEALTH , HEALTH
FACILITIES AND HUMAN SERVICES

DocuSigned by:

BY: Prashant Gupta
618388E432E843E...BY: Jacquelyn P HoppePrashant Gupta
PLEASE PRINT NAMEJACQUELYN P HOPPE
PLEASE PRINT NAMESVP, Government Solutions
TITLEDIRECTOR, EBT BANKING SERVICES
TITLE

06-Jun-2024 | 11:33 AM PDT

DATE

DATE

6 June 2024

Exhibit C – INSTRUCTIONS TO VENDORS SUBMITTING BIDS (TCA)

[see attached]

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
(Agency Delegated Procurements Only)

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

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

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

Question Submission Deadline:

Submit Questions to:

Email:

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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

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

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

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

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

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

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

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

11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.

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

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

16. 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., 5G-1-1 et seq. and the Freedom of Information Act in 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.

**GENERAL TERMS AND CONDITIONS:
(Agency Delegated Procurements Only)**

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, 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 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.

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: This Contract becomes effective on 06/01/2024 and the initial contract term extends until 11/30/2024.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency 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 N/A 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.

☐ **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 and Agency.

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **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 State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **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 on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$2,000,000.00 per occurrence.

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

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

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

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

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

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

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

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

10. 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.

11. 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.

12. 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.

13. 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 licenses, subscriptions, or maintenance may be paid annually in advance.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or 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.)

15. 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.

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. 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.

18. CANCELLATION: The State 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 Agency 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.

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

20. 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.

20A. 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.

21. 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. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 and any other government agency or office that may be required to approve such assignments.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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. 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.

32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an 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.

33. 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.

34. 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.

35. 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.

36. 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, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

37. 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.

38. 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.

39. 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.

40. 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 of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. 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.

42. 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.

43. 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.

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.

Renee Hutchins, Client Relationship Manager

(Printed Name and Title)

4900 W. Brown Deer Rd, Brown Deer, WI 53223

(Address)

603.293.3765

(Phone Number) / (Fax Number)

Renee.hutchins@fisglobal.com

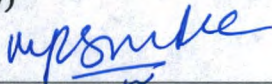
(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Instructions to Vendors Submitting Bids, including the General Terms and Conditions, and the Order of Precedent and Additional Terms, including all exhibits thereto (the "Contract"), in their entirety; that I understand the requirements, terms and conditions, and other information contained herein and therein; that the Emergency Contract Vendor Letter constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements agreed by the parties for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Contract, unless otherwise stated herein or therein; that I am submitting this Emergency Contract Vendor Letter for review and consideration; that this Emergency Contract Vendor Letter 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 Emergency Contract Vendor Letter 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.

Fidelity Information Services, LLC, dba FIS, LLC

(Company)



(Signature of Authorized Representative)

Prashant Gupta, SVP Group Executive, Government Services

(Printed Name and Title of Authorized Representative)

(Date)

Revised 8/24/2023

414.510.3742

(Phone Number) (Fax Number)

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

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

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

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

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

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

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

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

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

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

FEDERAL FUNDS ADDENDUM

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

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

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

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

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

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

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

- b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.
- c. Definitions: For purposes of this section:
 - (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:
(2 C.F.R. § 200.327 and Appendix II)

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

4. TERMINATION FOR CAUSE AND CONVENIENCE:
(2 C.F.R. § 200.327 and Appendix II)

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

5. EQUAL EMPLOYMENT OPPORTUNITY:
(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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

State of West Virginia
Purchasing Division

By: Robert Price

Printed Name: Robert Price

Title: Administrative Services Manager II

Date: 08/02/2024

Vendor Name:

By: Prashant Gupta

Printed Name: Prashant Gupta

Title: SVP Group Executive Government Services

Date: July 25th 2024

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

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

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

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

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

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

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

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

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.

W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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Government Works.

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

Prevailing Wage Determination

- ☒ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Charlotte NC Office MSC# 17693 PO Box 551343 Atlanta GA 30355 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Fidelity National Information Serv. Inc. and all subsidiaries 601 Riverside Ave Jacksonville FL 32204-2946 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	American Casualty Co. of Reading PA	20427
	INSURER B:	Transportation Insurance Co.	20494
	INSURER C:	Continental Casualty Company	20443
	INSURER D:	The Continental Insurance Company	35289
	INSURER E:	QBE Insurance Corporation	39217
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570104894474

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown as are requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL7036257993	04/01/2024	04/01/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036257962	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			7018146359	04/01/2024	04/01/2025	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC7036257976	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	WC AOS WC7036292615 WC WI	04/01/2024	04/01/2025	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	Cyber Liability			QPL2415139 E&O/Cyber/Prof Liab SIR applies per policy terms & conditions	04/01/2024	04/01/2025	E&O/Cyber	\$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Updated version of this certificate can be obtained as policies renew by contacting Insurance@FISGlobal.com. Umbrella/Excess Liability sits over General Liability, Automobile Liability and Employers Liability, which are shown here as Controlled Master Program internationally providing GL, AL and EL coverage following local policies where required by Jurisdiction.

CERTIFICATE HOLDER

CANCELLATION

Fidelity National Information Services Master Certificate of Insurance c/o FNIS 601 Riverside Ave., Bldg. 1 Jacksonville FL 32204 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>

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Holder Identifier :

570104894474

Certificate No :



Page _ of _

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Fidelity National Information Serv. Inc.	
POLICY NUMBER See Certificate Numbe 570104894474			
CARRIER See Certificate Numbe 570104894474	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: FIS, LLC Address: 4900 W. Brown Deer Road
Brown Deer, WI 53223

Name of Authorized Agent: Prashant Gupta Address: 347 Riverside Avenue Jacksonville FL 32202

Contract Number: AMA 0506 2640 HHR2500000002 Contract Description: Emergency Implement Summer Electronic Benefit (EBT) Program

Governmental agency awarding contract: Department of Health

☐ Check here if this is a Supplemental Disclosure

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

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

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

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

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

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

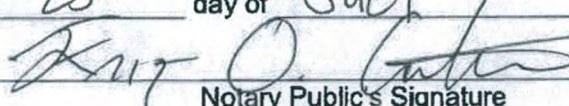
☐ Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: July 25th 2024

Notary Verification

State of Wisconsin, County of Milwaukee:

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

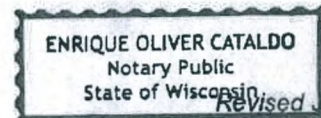
Taken, sworn to and subscribed before me this 25TH day of July, 2024

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: 07/26/2024

Date submitted to Ethics Commission: 08/02/2024

Governmental agency submitting Disclosure: OSA - DH/Dosh



Wisconsin.Gov ▾



State of Wisconsin

Department of Financial Institutions

WI Notary Public Search

Last Name : cata
(starts with)
First Name : enri
(starts with)
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(starts with)
State Abbr :**Zip Code :**☐ Include Inactive Notary Commissions☐ Remote Online Notary Only
Commission
Date From :
Commission
Date To :

Dates must be within the last 4 years. Enter dates in MM/DD/YYYY format

*Commission period may appear to be more than 4 years if commission has been renewed prior to current expiration date.

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Results Count: 1

Last Name ▲▼	Suffix ▲▼	First ▲▼	Middle ▲▼	C/O ▲▼	Address ▲▼	City ▲▼	State ▲▼	Zip ▲▼	Commission Date ▲▼	Expiration Date ▲▼	Type ▲▼	Status ▲▼	Remote Online Notary ▲▼
Cataldo		Enrique	O.		738 Spring Dr	West Bend	WI	53095-4642	11/4/2021	11/3/2025	Four Year	Issued	No



Sherri A. Young, D.O., MBA, FAAFP
DH Cabinet Secretary



Michael J. Caruso
DHF Cabinet Secretary



Cynthia A. Persily, Ph.D.
DoHS Cabinet Secretary

STATE OF WEST VIRGINIA
DEPARTMENTS OF HEALTH, HEALTH FACILITIES, AND HUMAN SERVICES

Office of Shared Administration
Jacquelyn P. Hoppe
EBT Banking Services Office Director

May 21, 2024

Mr. Bryan D. Rosen, Interim Director of Operations
Shared Administration/Operations
One Davis Square
Charleston, West Virginia 25301
Bryan.D.Rosen@wv.gov

Mr. Rosen,

The Office of EBT Banking Services is requesting an expedited emergency purchase for 2024 Summer issuance with our EBT processor, Fidelity Information Services, LLC (FIS). Summer EBT 2024 is a Federal food benefit authorized as part of the Fiscal Responsibility Act of 2023. West Virginia received Plan of Management and Operation approval from the USDA Food and Nutrition Service (FNS) in April 2024 to issue the Summer EBT benefit in June 2024.

Without an approved Emergency Contract between WV and FIS, we are not able to execute purchase approval for the Summer EBT Customer Agreement. Further delays with the Emergency Contract approval will jeopardize the chances of meeting the June issuance date, FIS needs to begin work on building the Summer EBT benefit and producing the Summer EBT cards immediately..

The cost for Summer EBT issuance is estimated to be \$ 1,493,000 which includes these costs.

Implementation Fee	\$20,000	\$	20,000
Customization Fee	\$ 3,000	\$	3,000
Processing Fee (210,000 cases)	\$ 7	\$	1,470,000

This emergency purchase will allow us to ensure that the Summer EBT benefits are issued as approved by FNS and will ensure that we meet approved deadlines without delay. The FIS Customer Agreement for Summer EBT is attached.

Sincerely,

Jacquelyn P. Hoppe

Attachment – FIS Summer EBT Customer Agreement

CC: Tara Buckner
Bryan Rosen
Robert Price





Price, Robert L <robert.l.price@wv.gov>

Re: Emergency Purchase Request Summer EBT

1 message

Whittaker, Frank M <frank.m.whittaker@wv.gov>

Thu, May 23, 2024 at 5:17 PM

To: "Hustead, Crystal G" <crystal.g.hustead@wv.gov>, "Price, Robert L" <robert.l.price@wv.gov>

Bobby,

The Emergency request for the Summer EBT program is approved. Please follow all emergency procedures outlined in the Purchasing Division Procedures Handbook and return the completed contract to this office within 30 days of this approval for posting.

On Wed, May 22, 2024 at 2:30 PM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:

Please see Bobby's response below

----- Forwarded message -----

From: **Price, Robert L** <robert.l.price@wv.gov>

Date: Wed, May 22, 2024 at 2:29 PM

Subject: Re: Emergency Purchase Request Summer EBT

To: Hustead, Crystal G <crystal.g.hustead@wv.gov>

Cc: Bryan D Rosen <bryan.d.rosen@wv.gov>

Crystal G,

We will obtain STO (and OT) approval at the point and time we have all contract documents gathered and are ready to submit the document in wvOASIS. This is an emergency due the timing needed for system configuration to stand this program up and allow benefit distribution to begin in order to be in compliance with federal regulations. If benefits are not delivered on schedule the agency could be subject to sanctions that could potentially impact our federal funding which would result in reduced benefits to some of our most needy and vulnerable citizens furthering their struggles with food insecurity. The proposed remedy is an open-ended contract that will last approximately six months with an estimated cost of \$1.5M. As the agency continues to come into alignment from the split, we are hopeful increased communication channels will alert individuals of the need to be proactive rather than reactive to programmatic developments. We have alerted necessary staff of the mandatory training for high-level officials.

**Robert Price, CPPO, CPPB, NIGP-CPP**

Administrative Services Manager II

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

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On Wed, May 22, 2024 at 1:19 PM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:

Frank is requesting more information for the emergency justification

Please see the attached for his notes, let me know if you have any questions

On Tue, May 21, 2024 at 12:18 PM Price, Robert L <robert.l.price@wv.gov> wrote:
Crystal,

I need to request an emergency purchase for Summer EBT. The cost of this emergency purchase is estimated to be about \$1.5M and last about six months.

The West Virginia Summer EBT (WV-SEBT) program will provide short-term grocery benefit assistance to income-eligible households with school-age children during the summer months. The launch of the WV-SEBT program represents a crucial step forward in supporting our state's residents by providing essential grocery assistance during the summer months, as we maintain our commitment to fostering a brighter future for West Virginia children.

Summer poses a significant challenge to children who are away from school and facing food insecurity. This program is essential to meeting the nutritional needs of our school children.

If you have any questions or concerns, please let me know.



Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

One Davis Square

Charleston, WV 25301

P: 304-957-0218 | dhhr.wv.gov



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STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of commodities or printing to the state under the provisions of this article if the purpose or effect of such combination, collusion or conspiracy is either to (1) lessen competition among prospective vendors, or (2) cause the state to pay a higher price for such commodities or printing than would be or would have been paid in the absence of such combination, collusion or conspiracy, or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section shall be guilty of a felony, and, upon conviction thereof, shall be confined in the penitentiary not less than one nor more than five years, and be fined not exceeding five thousand dollars."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control"

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [AMA 0506 2640 HHR2500000002]

By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.

Name/Title	Agency	Signature	Date
Robert Price Administrative Services Manager II	Shared Administration Operations	Robert Price	08/16/2024
Jacquelyn Hoppe Administrative Services Manager III	Shared Administration Finance	Jacquelyn Hoppe	16 Aug 24
Tara Buckner Chief Financial Officer	Shared Administration Finance	Tara Y. Buckner	8/16/2024



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
OFFICE OF TECHNOLOGY

John K. McHugh
Interim Cabinet
Secretary

State Capitol
Charleston, West Virginia 25305

Heather D. Abbott
Chief Information Officer

**TO: Curtis Burress, Procurement Associate
Department of Health, Department of Health Facilities, and
Department of Human Services**

**FROM: Heather D. Abbott, Chief Information Officer
Office of Technology**

**SUBJECT: INFORMATION TECHNOLOGY PROCUREMENT
HR005689 IS&C NUMBER: 2025-2120**

DATE: September 16, 2024

West Virginia Code §5A-6-4(a) permits the Chief Information Officer to review and approve technology purchases for suitability to ensure such purchases comport with the State of West Virginia's overall strategic information technology goals.

West Virginia Code §5A-6-4c requires the Chief Information Officer to review and approve "technology projects."

West Virginia Code §5A-6-5 requires that "any state spending unit that pursues an information technology purchase that does not meet the definition of a 'technology project' and that is required to submit a request for proposal to the State Purchasing Division prior to purchasing goods or services shall obtain the approval of the Chief Information Officer, in writing, of any proposed purchase of goods or services related to its information technology and telecommunication systems.

After conducting a review of your request for Emergency Contract Implement Summer Electronic Benefit (EBT) Program, the Office of Technology has determined:

X That your request is approved.

That your request is not subject to the review and approval provisions contained in Chapter 5A, Article 6 of the Code, therefore, it does not need approval by the Office of Technology.

This memorandum constitutes this office's official review and a copy should be attached to your purchase order and any other correspondence related to this request. If you have questions, or need additional information, please contact Consulting Services at Consulting.Services@wv.gov.



Price, Robert L <robert.l.price@wv.gov>

RE: [External] STO Approval Needed EBT Emergency Contract No. 3

1 message

Clay, Shana <shana.clay@wvsto.gov>

Fri, Aug 23, 2024 at 3:43 PM

To: "Price, Robert L" <robert.l.price@wv.gov>, "Hefner-Ferrell, Julie" <julie.hefner-ferrell@wvsto.gov>, "Buckner, Tara L" <tara.l.buckner@wv.gov>

Good afternoon,

The West Virginia State Treasurer's Office (WVSTO) has reviewed your documentation and request received August 16, 2024 to enter into an updated EBT emergency contract with Fidelity Information Services, LLC (FIS). After review, the WVSTO approves your request.

If you have any questions or need anything further, please do not hesitate to contact us.

Thank you,

Shana

Shana Clay, CPA, CIA

Chief Operating Officer, Banking Services Division

West Virginia State Treasurer's Office

304.341.0735 (Direct)

304.340.1508 (Fax)

Main: **304.558.5000** Toll Free: **800.422.7498****www.wvtreasury.com** Visit Website

SAVE THE DATE
NOVEMBER 12-14 | STONEWALL RESORT

From: Price, Robert L <robert.l.price@wv.gov>

Sent: Friday, August 16, 2024 12:24 PM

To: Clay, Shana <shana.clay@wvsto.gov>; Hefner-Ferrell, Julie <julie.hefner-ferrell@wvsto.gov>; Buckner, Tara L <tara.l.buckner@wv.gov>

Subject: [External] STO Approval Needed EBT Emergency Contract No. 3

CAUTION: This e-mail originated from outside of the WVSTO. Please exercise caution.

Good Afternoon,

I need to request STO approval for a third EBT emergency contract. As this is an emergency purchase there are no solicitation documents. If you have any questions, please let me know.



Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II

Office of Shared Administration

West Virginia Departments of Health, Health Facilities, and Human Services

One Davis Square

Charleston, WV 25301

P: 304-957-0218 | dhhr.wv.gov



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STATE OF WEST VIRGINIA
DEPARTMENT OF HUMAN SERVICES

Cynthia A. Persily, Ph.D.
Cabinet Secretary

To: Samantha Willis, Director of Purchasing
Office of Administration

From: Dr. Cynthia Persily
Cabinet Secretary - WV Department of Human Services 

Subject: **Contract AMA 0506 2640 HHR2500000002 1**

Date: September 17, 2024

The purpose of this memorandum is to request approval for the above referenced contract and offer an explanation to the Purchasing Division of the reason(s) for exceeding the delegated limit of time. The reason this contract was not submitted within the required thirty days from approval of the emergency purchase dated May 23, 2024, was due to multiple revisions to the Emergency Contract Vendor letter related to the scope of work (SOW) to be performed by the vendor and the vendor taking exception to some of the items contained in the boiler plate language of the *General Terms and Conditions*. This required multiple discussion points between the agency and the vendor's general counsel. Once the items were agreed upon, the Department then had to seek third party approval from the State Treasurer's Office and the Office of Technology before being able to process the contract document in wvOASIS and submit to the Attorney General's Office for review and approval.

If you should require further clarification on this matter, please do not hesitate to contact me or Robert Price, our Administrative Services Manager II in our Office of Shared Administration. His direct number is (304) 957-0218. We apologize for this inconvenience and appreciate your efforts in helping us to resolve this matter.





Sherri A. Young, D.O., MBA, FAAFP
DH Cabinet Secretary

Michael J. Caruso
DHF Cabinet Secretary

Cynthia A. Persily, Ph.D.
DoHS Cabinet Secretary

STATE OF WEST VIRGINIA
DEPARTMENTS OF HEALTH, HEALTH FACILITIES, AND HUMAN SERVICES
OFFICE OF SHARED ADMINISTRATION

To: Cynthia A. Persily, Ph.D.
DoHS Cabinet Secretary

From: Robert Price, CPPO, CPPB, NIGP-CPP *RP*
Administrative Services Manager II

Subject: Request for Signature

Date: September 17, 2024

Attached is/are one (1) document(s) for your signature.

If you have any questions regarding this request, please do not hesitate to contact me on extension 70218 or Bryan Rosen on extension 80953.

Thank you.

AMA	0506	2640	HHR25*02
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Business Organization Detail

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FIDELITY INFORMATION SERVICES, LLC

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	5/21/1999		5/21/1999	Foreign	Profit			

Organization Information			
Business Purpose	5182 - Information - Data Processing, Hosting, and Related Services - Data Processing, Hosting and Related Services		Capital Stock
Charter County		Control Number	0
Charter State	AR	Excess Acres	0
At Will Term	A	Member Managed	MBR
At Will Term Years		Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses

Type	Address
Mailing Address	601 RIVERSIDE AVE., TOWER - 12TH FLOOR JACKSONVILLE, FL, 32204 USA
Notice of Process Address	C T CORPORATION SYSTEM 5098 WASHINGTON ST W STE 407 CHARLESTON, WV, 253131561
Principal Office Address	601 RIVERSIDE AVE., TOWER - 12TH FLOOR JACKSONVILLE, FL, 32204 USA
Type	Address

Officers

Type	Name/Address
Member	FIDELITY NATIONAL INFORMATION SERVICES, INC. 601 RIVERSIDE AVE., TOWER - 12TH FLOOR JACKSONVILLE, FL, 32204
Type	Name/Address

Name Changes

Date	Old Name
8/30/2011	FIDELITY INFORMATION SERVICES, INC.
4/4/2003	ALLTEL INFORMATION SERVICES, INC.
Date	Old Name

Mergers

Merger Date	Merged	Merged State	Survived	Survived State
9/27/2001	SOUTHERN DATA, INC.	GA	ALLTEL INFORMATION SERVICES, INC.	AR
7/14/2003	HAMILTON & SULLIVAN, LTD.	MO	FIDELITY INFORMATION SERVICES, INC.	AR
10/17/2017	FINANCIAL SERVICES, INC.	NJ	FIDELITY INFORMATION SERVICES, LLC	AR
5/31/2019	VECTORSGL, INC.	DE	FIDELITY INFORMATION SERVICES, LLC	AR

5/31/2019	TREEV LLC	NV	FIDELITY INFORMATION SERVICES, LLC	AR
5/31/2019	CREDIT MANAGEMENT SOLUTIONS, INC.	DE	FIDELITY INFORMATION SERVICES, LLC	AR
5/31/2019	AURUM TECHNOLOGY LLC	DE	FIDELITY INFORMATION SERVICES, LLC	AR
6/3/2019	ADVANCED FINANCIAL SOLUTIONS, INC.	OK	FIDELITY INFORMATION SERVICES, LLC	AR
6/5/2019	PRONET SOLUTIONS, INC.	AZ	FIDELITY INFORMATION SERVICES, LLC	AR
Merger Date	Merged	Merged State	Survived	Survived State

Subsidiaries

Name	Address
	AURUM TECHNOLOGY, INC. 601 RIVERSIDE AVENUE JACKSONVILLE, FL, 32204 USA
	FIDELITY INTERNATIONAL RRSOURCE MGMT 601 RIVERSIDE AVENUE JACKSONVILLE, FL, 32204 USA
Name	Address

Date	Amendment
6/6/2019	MERGER: MERGING PRONET SOLUTIONS, INC., A QUALIFIED AZ CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
6/5/2019	MERGER: MERGING PRONET SOLUTIONS, INC., A QUALIFIED AZ CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
6/4/2019	MERGER: MERGING ADVANCED FINANCIAL SOLUTIONS, INC. , A QUALIFIED OK CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
6/4/2019	MERGER: MERGING ADVANCED FINANCIAL SOLUTIONS, INC. , A QUALIFIED OK CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
6/3/2019	MERGER: MERGING ADVANCED FINANCIAL SOLUTIONS, INC. , A QUALIFIED OK CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
5/31/2019	MERGER: MERGING AURUM TECHNOLOGY LLC, A QUALIFIED LIMITED LIABILITY COMPANY WITH AND INTO FIDELITY INFORMATION

	SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
5/31/2019	MERGER: MERGING CREDIT MANAGEMENT SOLUTIONS, INC., A QUALIFIED DE CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
5/31/2019	MERGER: MERGING TREEV LLC, A QUALIFIED NV LIMITED LIABILITY COMPANY WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
5/31/2019	MERGER: MERGING VECTORSGI, INC., A QUALIFIED DE CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
10/17/2017	MERGER: MERGING FINANCIAL SERVICES, INC., A QUALIFIED NJ CORPORATION WITH AND INTO FIDELITY INFORMATION SERVICES, LLC, A QUALIFIED AR LIMITED LIABILITY COMPANY, THE SURVIVOR
8/30/2011	CONVERSION: FROM FIDELITY INFORMATION SERVICES, INC. TO FIDELITY INFORMATION SERVICES, LLC
7/14/2003	MERGER: MERGING HAMILTON & SULLIVAN, LTD., A NON-QUALIFIED MO ORGANIZATION WITH AND INTO FIDELITY INFORMATION SERVICES, INC., A QUALIFIED AR CORPORATION, THE SURVIVOR
4/4/2003	NAME CHANGE: FROM ALLTEL INFORMATION SERVICES, INC.
9/27/2001	MERGER: MERGING SOUTHERN DATA, INC., A QUALIFIED GA CORPORATION WITH AND INTO ALLTEL INFORMATION SERVICES, INC., A QUALIFIED AR CORPORATION, THE SURVIVOR
Date	Amendment

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Filed For

2024

2023

2022

2021

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2001
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For more information, please contact the Secretary of State's Office at 304-558-8000.

Saturday, September 28, 2024 — 10:58 AM

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