

State of West Virginia

Agency Master Agreement

Order Date: 2025-04-24

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 0511 2667 HHR2500000008 1	Procurement Folder:	1604953
Document Name:	Contract for accountants on an emergency basis for one year	Reason for Modification:	
Document Description:	Contract for accountants on an emergency basis for one year		
Procurement Type:	Agency Master Agreement		
Buyer Name:	Bryan D Rosen		
Telephone:	(304) 558-0953		
Email:	bryan.d.rosen@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2025-01-02
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-01-01

ee on board.	1 00 000, 110	ignt i icpaid			Lifective Life Date.	2020-01-01
	VENDOR				DEPARTMENT CONTACT	
endor Customer Code:	VS000000770	08		Requestor Name:	Tara L Buckner	
DO USA PC				Requestor Phone:	(304) 558-9138	
01 GREENSBORO DR STE	≣ 800			Requestor Email:	tara.l.buckner@wv.gov	
CLEAN		VA	22102			
3						
endor Contact Phone:	7033361456	Extension:				
scount Details:						
Discount Allowed	Discount Perc	entage	Discount Days	_		
No	0.0000		0			
. No						
No				_		
No						
endor Contact Phone: scount Details: Discount Allowed No No No	Discount Per	Extension:	Discount Days	-		

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

Total Order Amount:	Open End

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY : Melissa S Spitzer

DATE: 2025-04-24

ELECTRONIC SIGNATURE ON FILE

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Extended Description:

Support Office of Shared Administration CFO in obtaining accountants for one year to alleviate the backlog of work, while recruiting new staff, and allow time for proper training and process improvement to build better procedures during the move through restructuring to keep backlogs from happening in the future

Part or all of the funding for this contract may be provided from federal dollars. The vendor must adhere to the attached Federal Funds Addendum.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80000000			HOUR	\$357.00
	Service From Service To			Service Contract Amou	ınt
	2025-01-02	2025-07-31		0.00	

Commodity Line Description:

Principal 01/02/2025 to 07/31/2025

Extended Description:

Principal 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80000000			HOUR	\$357.00
	Service From	Service To		Service Contra	ct Amount
	2025-01-02	2025-07-31		0.00	

Commodity Line Description:

Managing Director 01/02/2025 to 07/31/2025

Extended Description:

Managing Director 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80000000			HOUR	\$357.00
	Service From	Service To		Service Contra	ct Amount
	2025-01-02	2025-07-31		0.00	

Commodity Line Description:

Director 01/02/2025 to 07/31/2025

Extended Description:

Director 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80000000			HOUR	\$348.00
	Service From	Service To		Service Contract Amount	
	2025-01-02	2025-07-31		0.00	

Commodity Line Description:

Senior Manager 01/02/2025 to 07/31/2025

Extended Description:

Senior Manager 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80000000			HOUR	\$276.00
	Service From	Service To Service Contract A		ct Amount	
	2025-01-02	2025-07-31	2025-07-31		

Commodity Line Description:

Manager 01/02/2025 to 07/31/2025

Extended Description:

Manager 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80000000			HOUR	\$232.00
	Service From	Service To		Service Contra	ct Amount
	2025-01-02	2025-07-31		0.00	

Commodity Line Description:

Senior Associate 01/02/2025 to 07/31/2025

Extended Description:

Senior Associate 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80000000			HOUR	\$182.00
	Service From	Service To		Service Contract Amount	
	2025-01-02	2025-07-31		0.00	

Commodity Line Description:

Experienced Associate 01/02/2025 to 07/31/2025

Extended Description:

Experienced Associate 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80000000			HOUR	\$138.00
	Service From	Service To	Service Contract Amount		unt
	2025-01-02	2025-07-31		0.00	

Commodity Line Description:

Associate 01/02/2025 to 07/31/2025

Extended Description:

Associate 01/02/2025 to 07/31/2025

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	80000000			HOUR	\$374.85
	Service From	Service To		Service Contract Amount	
	2025-08-01	2026-01-01		0.00	

Commodity Line Description:

Principal 08/01/2025 to 01/01/2026

Extended Description:

Principal 08/01/2025 to 01/01/2026

Commodity Code	Manufacturer	Model No	Unit	Unit Price
80000000			HOUR	\$374.85
Service From	Service To		Service Contra	ct Amount
2025-08-01 2026-01-01			0.00	
	80000000 Service From	80000000 Service From Service To	80000000 Service From Service To	80000000 HOUR Service From Service To Service Contra

Commodity Line Description:

Managing Director 08/01/2025 to 01/01/2026

Extended Description:

Managing Director 08/01/2025 to 01/01/2026

Commodity Code	Manufacturer	Model No	Unit	Unit Price
80000000			HOUR	\$374.85
Service From	Service From Service To 2025-08-01 2026-01-01		Service Contract Amount	
2025-08-01			0.00	
	80000000 Service From	80000000 Service From Service To	80000000 Service From Service To	80000000 HOUR Service From Service To Service Contra

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Commodity Line Description:

Director 08/01/2025 to 01/01/2026

Extended Description:

Director 08/01/2025 to 01/01/2026

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	80000000			HOUR	\$365.40
	Service From	Service To		Service Contract Amount	
	2025-08-01	2026-01-01		0.00	

Commodity Line Description:

Senior Manager 08/01/2025 to 01/01/2026

Extended Description:

Senior Manager 08/01/2025 to 01/01/2026

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	80000000			HOUR	\$289.80
	Service From	Service To		Service Contra	ct Amount
	2025-08-01	2026-01-01	· · · · · · · · · · · · · · · · · · ·	0.00	

Commodity Line Description:

Manager 08/01/2025 to 01/01/2026

Extended Description:

Manager 08/01/2025 to 01/01/2026

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	80000000			HOUR	\$243.60
	Service From	Service To		Service Contract Amou	int
	2025-08-01	2026-01-01		0.00	

Commodity Line Description:

Senior Associate 08/01/2025 to 01/01/2026

Extended Description:

Senior Associate 08/01/2025 to 01/01/2026

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	80000000			HOUR	\$191.10
	Service From	Service To		Service Contra	ct Amount
	2025-08-01	2026-01-01		0.00	

Commodity Line Description:

Experienced Associate 08/01/2025 to 01/01/2026

Extended Description:

Experienced Associate 08/01/2025 to 01/01/2026

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	80000000			HOUR	\$144.90
	Service From Service To		Service Contract Amount		
	2025-08-01	2026-01-01		0.00	

Commodity Line Description:

Associate 08/01/2025 to 01/01/2026

Extended Description:

Associate 08/01/2025 to 01/01/2026

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price	
17	80000000				\$0.00	

Date Printed: Apr 24, 2025 **Order Number:** AMA 0511 2667 HHR2500000008 1

Service From	Service To	Service Contract Amount
2025-01-02	2026-01-01	0.00

Commodity Line Description:

Travel and Out-of-Pocket Expense Reimbursement

Extended Description:

Travel and Out-of-Pocket Expense Reimbursement

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	80000000			HOUR	\$10.00
	Service From	Service To		Service Contra	ct Amount
	2025-01-02	2026-01-01		0.00	

Commodity Line Description:

Professional Time Incurred

Extended Description:

Professional Time Incurred

Date Printed: Apr 24, 2025 **Order Number:** AMA 0511 2667 HHR2500000008 1 Page: 5 FORM ID: WV-PRC-AMA-002 2020/05

State of West Virginia Purchasing Division

AGENCY DELEGATED AGREEMENT

Purchase Order #_AMA 0511 2667 HHR25000000008	wvOASIS Vendor/ Customer # ∨s0000007708
(Agency)	QUARE, RM 300 CHARLESTON WV 25301 (Location)
professional accounting services in the area of grants mana	gement and governmental accounting Detailed description of services to be performed)
Date(s) of Service: from 01/02/2025	to 01/01/2028
The rate of pay shall be see fee schedule included	in SOW per resource not to exceed
	e entire term of the contract.
by the State and is the sole re-	accorporated into the vendor's fee. No travel will be reimbursed sponsibility of the vendor. The following certification must be ador is a full-time employee of the State of West Virginia.
• • •	employee of the State of West Virginia;
·	ployee of the State of West Virginia (complete certification below).
from the full-time duties of the emplo	performed under this agreement will not interfere with or detract yee and the amount of annual compensation received by named vendor) from the State of West Virginia for full-time. The vendor serves as
with the title of	(Position)
Will the title of	(Supervisor's Signature)
and Conditions located on the Purchasin <i>TCA.pdf</i> , ("Terms and Conditions") are here	General Terms and Conditions for Agency Delegated Master Terms g Division's website at http://www.state.wv.us/admin/purchase/ by made a part of this agreement and are specifically incorporated at, Vendor certifies that it has reviewed the Terms and Conditions, fully by their provisions.
APPROVED BY:	
Agency Office of Shared Admini	Stration Vendor BDO USA, P.C.
Administrative Services Manager	TT (Vendor's Smalture) Managing Director, Industry Specialty Services (Title)
3-14-2025 (Date)	February 19, 2025 (Date)



Tel: 703-893-0600 Fax: 703-893-2766 www.bdo.com

8401 Greensboro Drive, Suite 800 McLean, VA 22102

November 22, 2024

Tara Buckner, Chief Financial Officer State of West Virginia, Office of Shared Administration One David Square, Suite 100 East Charleston, WV 25301

Re: Statement of Work - Related to Purchasing Terms and Conditions dated August 21, 2023, as Entered into with the State of West Virginia

Dear Tara,

This Statement of Work ("<u>SOW</u>") is provided to the State of West Virginia, specifically the Departments of Health, Human Services, Health Facilities and the associated Office of Shared Administration ("<u>Client</u>" or "<u>you</u>") for the services described below (the "<u>Services</u>"), which Services may be modified upon our mutual written agreement.

Client acknowledges that Client and BDO previously executed the State's Purchasing Terms and Conditions dated August 21, 2023, which are incorporated by reference into this SOW. Those Terms and Conditions along with this SOW constitutes the agreement ("Agreement") between BDO USA ("BDO" or "we") and Client.

To the extent there is any conflict or inconsistency between the Services Agreement and any SOW, unless otherwise agreed to in writing, the Services Agreement shall prevail.

The SOW is effective on December 1, 2024 ("Effective Date") and shall remain in effect until the earlier of (a) completion of the Services hereunder, (b) a party's termination of this SOW in accordance with the Services Agreement, and (c) one (1) year from the Effective Date. Any term or condition incorporated into this SOW that is an addition to or a replacement of the specific terms and conditions contained in the Services Agreement applies only to the Services provided under this SOW.

RUSSIAN OWNERSHIP OR CONTROL

By executing this Agreement, Client represents that the Client is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia, or entity(ies) organized under the laws of Russia. Client agrees that if at any time while BDO is providing Services to the Client the foregoing representation is no longer true, Client will immediately notify BDO.

SCOPE OF SERVICES

BDO agrees to provide the following Services:

BDO will provide staffing support in areas needing accounting resources. Such support will including augmenting existing vacant or transitioning positions with transactional accounting resources as well as support for process redesign, implementation, and education of existing resources.

Services will be provided throughout the duration of this one-year agreement unless Client is able to hire a permanent replacement or determines that BDO Services are no longer needed. All Services will primarily be performed remotely, which we believe is the most efficient approach for

BDO USA refers to BDO USA, P.C., a Virginia professional corporation, also doing business in certain jurisdictions with an alternative identifying abbreviation, such as Corp. or P.S.C.

BDO USA, P.C. is the U.S. member of BDO international Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.



completion of the Services, though we will coordinate with Client for necessary on-site activities. Notwithstanding anything to the contrary herein, any timing set forth in this SOW is the estimated timing subject to dependencies, including without limitation, Client's satisfaction of its obligations hereunder.

Any service not specifically described in this SOW is outside the scope of this Agreement.

ASSUMPTIONS

The following general assumptions have been made in the development of this SOW and all fees and expenses are contingent upon the accuracy of these assumptions and are subject to change if any are incorrect. These assumptions should be carefully reviewed by Client to verify accuracy. To the extent that these assumptions are not met or turn out to be inaccurate, the cost and delivery schedule of the Services may be impacted. If this occurs, Client agrees to negotiate in good faith to mutually develop a work-around plan, revised schedule, and revised fees and expenses.

- ▶ BDO will be able to hold information-gathering sessions with key Client personnel to gather information required for creating project deliverables in a timely manner.
- ▶ Client will provide BDO with copies of any existing documentation describing any pertinent information prior to the project commencement.
- **BDO** will not be held responsible for unreasonable delays in the project timetable due to unavailability of information or resources from Client or its vendors.
- ▶ The information supplied to BDO to create this SOW is accurate and will not substantially change.
- ▶ Client will provide a single point of contact for all project activities.
- Client will provide the logistics for meetings including, but not limited to, room arrangements, transportation, and other incidentals related to on-site visits.
- When the BDO engagement team is working on-site, Client will provide appropriate workspace with access to wifi/internet, phones, copiers, printers, etc.
- Client, and as necessary, its advisors, will make timely decisions regarding approach, review of deliverables, completion of any questionnaires distributed and personnel interviews.
- ▶ Client is the owner of the control environment and financial information, including the notes within the financial statements and the applicable disclosures in the financial report.
- Client will retain ultimate responsibility for policy decisions and judgment decisions, as well as for concluding on the adequacy of the design and operating effectiveness of the internal control environment.
- **BDO** does not guarantee or warrant any particular outcome as a result of this engagement and our fees are not contingent on such an outcome.

INDEPENDENCE & CLIENT MANAGEMENT RESPONSIBILITIES

All Services provided by BDO pursuant to this Agreement are strictly advisory in nature. It is of utmost importance that Client's management fully understands the nature and extent of the Services to be performed pursuant to this Agreement and exercises its own independent judgment on behalf of Client in connection therewith.

BDO may not, and will not, serve as a member of the Client's management, including:

- Making operational or financial decisions
- Performing management functions

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Reporting to the board of directors on behalf of Client's management

Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign



an individual who possesses the suitable skill, knowledge, and experience to oversee the Services and to evaluate the adequacy and results of the Services; and (c) accept responsibility for the Services.

FEES

Our charges for the Services will be billed on a time and materials basis at our current negotiated rates with the State of West Virginia, which represent an average 50% discount from our standard billing rates for this engagement.] In accordance with firm-wide adjustments, these rates will increase 5% effective August 1st 2025, and annually thereafter.

RESOURCE	STANDARD RATE	DISCOUNTED RATE FOR CLIENT
Principal	\$835	\$357
Managing Director	\$775	\$357
Director	\$660	\$357
Senior Manager	\$595	\$348
Manager	\$540	\$276
Senior Associate	\$435	\$232
Experienced Associate	\$350	\$182
Associate	\$280	\$138

We assume this support would include providing Client with support on the basis of full-time assignment for our resources, with the provision of up to six resources at a time and with corresponding fees not to exceed \$1 million.

Should we encounter unforeseen problems that will warrant additional time or expense, you will be notified as soon as possible regarding the anticipated impact on fees or project schedule.

We have structured our team to provide a cost-effective resource mix where possible. We also will bill you for travel and out-of-pocket expenses as incurred.

This engagement is also assessed a standard \$10.00 per hour charge for professional time incurred. This charge is for time associated with our internal quality control processes and other engagement oversight that is critical to the effectiveness of the engagement. These resources do not charge hours directly to the engagement.

This engagement includes only those Services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate SOW.



NEXT STEPS

We will coordinate with your designated representative to determine an appropriate timeline and immediate next steps for the Services.

If you have any questions pertaining to this SOW, please contact David Clark at dclark@bdo.com. BDO values your business and looks forward to many years of providing quality professional services to you.

Very truly yours,

BDO USA

By:
Name: Andrea Espinola Wilson

Title: Principal

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid, and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the Client in accordance with its terms. The Client set forth below acknowledges and agrees that the authorized signatory is duly authorized to bind it as a party hereto.

Accepted and Agreed to by:

State of West Virginia, Office of Shared Administration

Name: Tara Ruckner

Title: Authorized Signatory

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on the Contract signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. **DEFINITIONS:** As used in this Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Contract.
- **2.1.** "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia or any other public entity seeking to procure goods or services under this Contract, to the extent such public entity agrees to be bound to the terms and conditions applicable to Agency under this Contract.
- 2.2. [reserved]
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the professional consulting services requested in this Contract.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. [reserved]
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" means the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☑ Term Contract
Initial Contract Term: The Initial Contract Term will be for a period of 1 Year The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached
specifications must be completed within days. Upon completion of the
work covered by the preceding sentence, the vendor agrees that:
the contract will continue for years;
the contract may be renewed for successive
year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).
One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as , and continues until the project for which the vendor is providing oversight is complete.
Other: Contract Term specified in
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

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. [reserved]
7. [reserved]
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expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section. Vendor must maintain: Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence. Automobile Liability Insurance in at least an amount of: \$1,000,000 per occurrence. | Professional/Malpractice/Errors and Omission Insurance in at least an amount of: \$5,000,000 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy. [reserved] Cyber Liability Insurance in an amount of: \$5,000,000 per occurrence. [reserved] [reserved] [reserved] П I ſ

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the

- 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. JURY TRIAL WAIVER: EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULL EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall

	y's right to pursue any other available remedy nount specified below or as described in the s	,
	for	
Liquidated Damag	es Contained in the Specifications.	
☑ Liquidated Damag	es Are Not Included in this Contract.	

- 12. reserved
- 13. PRICING: The pricing set forth herein is firm for the term of the Contract, unless specified elsewhere within this Contract by the State.
- 14. PAYMENT IN ARREARS: Payments services will be made in arrears only upon receipt of a proper invoice, detailing the services provided or receipt of the services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance. If an account has fees that are not paid in a timely manner, Vendor then reserves the right to suspend our Services, terminate the licensing arrangements under which the State receives a license to use, or suspend the State's access to, External Computing Options provided through Vendor, withhold delivery of any deliverables, or withdraw from this engagement entirely.
- 15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly included in the Contract. Unless such fees or charges are agreed to in writing by the State, requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- 18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- 19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the objective specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b. Vendor may terminate this Contract and/or any SOW and outstanding Services immediately if Vendor reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises).
- 20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.
- 21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.
- 22. COMPLIANCE WITH LAWS: Vendor shall comply with statutory federal, state, and local laws, regulations and ordinances that are applicable to the provision of the Services hereunder.
 - **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 23. ARBITRATION: Any references made to arbitration contained in this Contract, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS: This writing is the parties' final expression of intent.

 Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division, or by 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 or Agency's or Purchasing Division forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Without Vendor's prior written consent, the State may not assign this Agreement except to a party that acquires substantially all of your assets and operations.
- **28. PERFORMANCE:** The Vendor agrees that the services covered by this Contract will be performed with care, skill, and diligence in accordance with commercially reasonable professional standards applicable to the Services.
- 29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. CONFIDENTIALITY: Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter

becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If Vendor is providing tax services for the State, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Contract award documents may become public documents pursuant to applicable law. As public documents, they may be disclosed to the public following the 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.

The Purchasing Division may 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. pursuant to the terms of this Contract.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon reasonable request, the Vendor will use good faith efforts to 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.

[reserved]

- 33. [reserved].
- **34. VENDOR NON-CONFLICT:** Vendor is not aware of any conflicts of interest with respect to any of the names the State has provided. Vendor is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform the State promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by the State will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, Vendor shall be permitted to disclose

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that it is engaged to provide the Services to the State under this Agreement if Vendor in its reasonable professional judgment determines that such disclosure is required in connection with Vendor's provision of services on behalf of other clients of Vendor, including, without limitation, professional services engagements under which Vendor personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this 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, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations.

This Contract does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither Vendor nor the State shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

Vendor shall hold harmless the State against any and all third party claims due to Vendor's failure to make the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 36. INDEMNIFICATION; LIMITATION OF LIABILITY: The Vendor agrees to indemnify, and hold harmless the State and the Agency, their officers, and employees from and against any third party claims or losses relating to any personal/bodily injury or real property damaged arising out of the provision of the Services hereunder by the Vendor, its officers, employees, or subcontractors. Except to the extent finally determined to have resulted from Vendor Group's (i.e., Vendor and its partners, shareholders, principals, employees, affiliates, contractors and agents, collectively "Vendor Group") fraud or intentional misconduct, Vendor Group's aggregate liability to the State for all direct or third-party Claims (i.e., all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Contract, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise, collectively, the "Claims") shall not exceed \$300,000. In no event shall Vendor Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to this Contract, regardless of whether Vendor has been advised of the possibility of such damages.
- 37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By entering into a contract with the State, Vendor is affirming that for this Contract, to the best of its knowledge, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. [reserved]

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
Such reports as the Agency and/or the Purchasing Division may reasonably request. Requested reports may include, but are not limited to, agencies utilizing the contract, total contract expenditures by agency, etc.
Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov .
40. BACKGROUND CHECK: To the extent applicable to the provision of the Services hereunder, in accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
41. [reserved]
a.
b.
c.
1.
2.

- 42. [reserved]
- 43. [reserved]
- 44. [reserved]
- **45. VOID CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- **46. ISRAEL BOYCOTT:** Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

47. Professional Consulting Services Terms.

- a. Statement of Work. For each engagement or service that Vendor performs for the State, Vendor and the State shall agree upon a description of such services ("Services") and engagement-specific terms in a Statement of Work (each a "SOW").
- b. Third-Parties and Use. All Services and deliverables hereunder shall be solely for the State's use and benefit pursuant to our client relationship. This engagement does not create privity between Vendor and any person or party other than the State and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of Vendor hereunder.
- c. Vendor Responsibilities. Vendor's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. Vendor shall have no responsibility to address any legal matters or questions of law. After completion of the Services, Vendor will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless the State separately engages Vendor in writing to do so.
- d. State Responsibilities. For Vendor to remain independent, professional standards require Vendor to maintain certain respective roles and relationships with the State regarding the Services. The State understands and agrees that Vendor will not perform management functions or make management decisions on behalf of the State. However, Vendor will provide advice and recommendations to assist management of the State in performing its functions and fulfilling its responsibilities. In connection with Vendor's provision of Services, the State agrees that the State shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by Vendor; (b) assign an individual who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services. Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the State in the performance of our Services, any discussions that you have with personnel of Vendor regarding employment could pose a threat to our independence. Therefore, Vendor requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.
- e. State Materials. Vendor shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of the State, its personnel, representatives, and agents (the "State Materials") are complete and accurate. The State is responsible for ensuring that all State Materials provided to Vendor may be transferred to Vendor and processed in accordance with the terms of this Agreement and

applicable laws, and that to the extent required thereunder the State has obtained all consents required for Vendor's receipt and use of the State Materials. The State agrees that it will not transmit or make accessible to Vendor in any manner personally identifiable information unless reasonably required for Vendor's performance of the Services. Vendor will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for clarification of some of the information. The State shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, Vendor shall not assume any responsibility for any financial reporting with respect to the Services.

- f. Ownership of Working Papers. In connection with the performance of the Services, we will prepare records and deliverables as set forth in the SOW. We also will prepare documents that support our work and include items such as work programs and analyses that do not constitute part of the State's records ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of Vendor. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by Vendor in accordance with our policies and procedures and all applicable laws.
- g. Subpoenas. If the State requests Vendor to object to or respond to, or Vendor receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process for the production of, documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the State, you agree to compensate us for all time Vendor expends in connection with such response, at our standard rates, and to reimburse Vendor for all related out-of-pocket costs (including outside attorneys' fees) that we incur.
- h. Email Communications. Vendor disclaims and waives, and the State releases Vendor from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by Vendor in connection with the performance of the Services.
- i. External Computing Options. If, at the State's request, any member of the Vendor Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of Vendor's standard security protocol, the State acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, Vendor Group disclaims, and the State agrees to release Vendor Group from all liability arising out of or related to the use of such External Computing Options.
- j. Restricted Federal Data. The parties agree that the Services are not intended to involve the processing, storage, disclosure, or transmissions of Restricted Federal Data, defined as data or information subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including but not limited to the Federal Acquisition Regulations ("FAR"), the Defense Federal Acquisition Regulation Supplement ("DFARS"), the International Traffic in Arms Regulation ("ITAR"), the Export Administration Regulations ("EAR"), and the Arms Export Control Act ("AECA"), and any other data or information that is restricted for dissemination or disclosure to foreign nationals. For clarity, and without limiting the foregoing, controlled unclassified information ("CUI") shall be included in the definition of Restricted Federal Data. Because Vendor relies on this information in order to fulfil its own compliance obligations, the State shall not provide or otherwise make available Restricted Federal Data to Contractor or its employees unless expressly agreed to in advance in writing by Contractor. If the State becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to Contractor by the State or otherwise in connection with the Services, the State will (a) immediately notify Contractor in writing to regulated govtdata@bdo.com and will cease any further transfer of such data unless and until Contractor expressly agrees in writing, (b) identify which documents at which pages contain such information, (c) identify which export control regulations apply where applicable, and (d) identify the relevant export control classifications that apply to the information in question. The State will fully cooperate with Contractor in the investigation of and response to any known or suspected Restricted

- Federal Data that the State has disclosed to Contractor notwithstanding the foregoing. The State further agrees that it will be responsible for all fees, costs and expenses associated with processing, storage, disclosure, or transmissions of such Restricted Federal Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Federal Data.
- k. Intellectual Property. Vendor shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of the State's Confidential Information (as defined above). Vendor shall be entitled to all protections afforded under state and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram, description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement ("Vendor Intellectual Property"). Unless otherwise specifically stated in this Agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of Vendor's or its agents' Intellectual Property or proprietary information by the State is strictly prohibited.
- Licensing Representation. To the extent necessary for Vendor to perform its obligations described in an applicable SOW, the State represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow Vendor and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of the State under the State's third-party services contracts, licenses or other contracts granting the State the right to access, use or receive services or software (each a "Licensing Representation"). Upon Vendor's request, the State will provide Vendor any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The State hereby releases Vendor Group from all claims and liabilities resulting from (i) Vendor's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by Vendor.

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.

8401 Greensboro Dr. Suite 800, McLean, VA 22102

David Clark, Managing Director

(Printed Name and Title)

(Address)

(Pho	ne Number) / (F	ax Number)	(703) 770-1008 / (703) 893-2766
(Ema	ail address)	dclark@bdo.co	<u>om</u>
Contract in i herein; that for that serv contained in entered into could be con Contract on relationship;	ts entirety; that the service projice, unless other this Contract, unwithout any prices idered a violation vendor's behalf	I understand the posed meets the rwise stated here nless otherwise or understanding on of law; that I am authopest of my know	By signing below, I certify that: I have reviewed this requirements, terms and conditions contained mandatory requirements contained in the Contract ein; that the Vendor accepts the terms and conditions stated herein; that this Contract is accepted or agreement, or connection to any other entity that am authorized by the Vendor to execute this orized to bind the Vendor in a contractual reledge, the Vendor has properly registered with any
provisions of clauses that	West Virginia (violate State law this contract is	Code § 5A-3-62, v: and that pursi	erstand this Contract is subject to the which automatically voids certain contract want to W. Va. Code 5A-3-63, the entity engaging in a boycott against Israel.
(Company)			
J.	remi		
(Signature of	Authorized Rep	resentative)	
Andrea Espinol	la Wilson, Managi	ing Partner – Indus	stry Specialty Services (August 21, 2023)
		thorized Repres	
(703) 752-278	4		
	er) (Fax Numbe	r)	
aewilson@bd	o.com		
(Email Addres	s)		

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 - 200.327

<u>Purpose</u>: 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 procurements.

<u>Instructions:</u> 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.

<u>Changes to Specifications:</u> 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.

<u>State Government Use Caution:</u> 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 complaint.

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 complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

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

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

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

(2 C.F.R. § 200.321)

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

2. DOMESTIC PREFERENCES:

(2 C.F.R. § 200.322)

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

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

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

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

6. DAVIS-BACON WAGE RATES:

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

7. ANTI-KICKBACK ACT:

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

10. CLEAN AIR ACT

(2 C.F.R. § 200.327 and Appendix II)

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

11. DEBARMENT AND SUSPENSION

(2 C.F.R. § 200.327 and Appendix II)

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

12. BYRD ANTI-LOBBYING AMENDMENT

(2 C.F.R. § 200.327 and Appendix II)

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

13. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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

State of West Virginia	Vendor Name:
Purchasing Division	1 10.
By: KoletPrice	By: Andreanie
Printed Name: Robert Price	Printed Name: Andrea Espinola Wilson
Title: ASM 2	Title: Managing Principal, Industry Specialty Services
Date: 3-14-2025	Date: February 19, 2025

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.

- 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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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	



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

Re: Emergency Contract for Accounting Services

1 message

Buckner, Tara L <tara.l.buckner@wv.gov>

Tue, Mar 11, 2025 at 12:12 PM

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

Cc: Bryan D Rosen <Bryan.D.Rosen@wv.gov>, Brenda S Rogers
brenda.s.brown@wv.gov>

Nonconflict attached as well. Thanks.

On Tue, Mar 11, 2025 at 11:59 AM Buckner, Tara L <tara.l.buckner@wv.gov> wrote: Bobby,

Attached are the documents from David (He sent the last one on the 6th last week and I didn't hit send on this email. Please let me know if you have questions or I missed anything. Thanks.

On Thu, Jan 30, 2025 at 5:02 PM Price, Robert L <robert.l.price@wv.gov> wrote:

| I will give it a try, the WV-48 looks good to me.







Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II

Office of Shared Administration

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

DISCLAIMER: The information contained in this electronic message may be legally privileged and confidential under applicable state and federal law and is intended for the individual named above. If the recipient of the message is not the above-named recipient, you are hereby notified that any distribution, copy or disclosure of this communication is strictly prohibited. If you have received this communication in error, please notify the Office of Shared Administration, One Davis Square Charleston, WV 25301, Telephone 304.957.0218 and discard this communication immediately without making any copy or distribution.

On Thu, Jan 30, 2025 at 1:10 PM Buckner, Tara L <tara.l.buckner@wv.gov> wrote: | Bobby,

David sent me the following message.

Tara,

Thanks for sending this all over. For the terms and conditions, the reason I've referenced the prior one we have in place is that there were a number of items already negotiated with the State. If we are not able to leverage that version, I will need to engage BDO's counsel's office again and they will need to renegotiate terms - so it will be much easier if we are able to leverage what we already have rather than going back through that process which will add weeks.

Is there any way we can do that so I can be done with this? Also, is what I included for the WV48 ok?

On Tue, Jan 14, 2025 at 4:52 PM Price, Robert L <robert.l.price@wv.gov> wrote: | Tara L,

The SOW from the vendor needs to be updated to reflect an effective date of 01/02/2025 and remove all references to the Purchasing Terms and Conditions dated August 21, 2023. The vendor will need to complete the attached terms and conditions document, the Federal Funds Addendum, the Disclosure of Interested Parties to Contracts and the WV-48. Please review the WV-48 as I am not sure how to address the project(s) the vendor will be performing. I will need you to complete the Certification of Non-Conflict of Interest. 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

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On Fri, Jan 3, 2025 at 3:46 PM Buckner, Tara L <tara.l.buckner@wv.gov> wrote: Thank you!

On Fri, Jan 3, 2025 at 3:32 PM Price, Robert L <robert.l.price@wv.gov> wrote:

We can use 1/2/25 as the effective date. I will work on entering the document in hopes of having it to BDO sometime next week.







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 Fri, Jan 3, 2025 at 12:35 PM Buckner, Tara L <tara.l.buckner@wv.gov> wrote:

Thank you. Effective date of 1/2? BDO will officially get the signed agreement today? If not, when?

On Fri, Jan 3, 2025 at 11:24 AM Price, Robert L <robert.l.price@wv.gov> wrote:

The Purchasing Division approved the emergency purchase request.







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 Thu, Jan 2, 2025 at 1:24 PM Buckner, Tara L <tara.l.buckner@wv.gov> wrote:

| Thank you

On Thu, Jan 2, 2025 at 12:49 PM Price, Robert L <robert.l.price@wv.gov> wrote: I sent Sam Willis a follow up email today.







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 Fri, Dec 20, 2024 at 11:57 AM Buckner, Tara L <tara.l.buckner@wv.gov> wrote: Bobby,

It might be too soon to ask but thought I would try. Have we heard anything about this one yet?

On Thu, Dec 12, 2024 at 12:04 PM Buckner, Tara L <tara.l.buckner@wv.gov> wrote:

I would like to use 12 months and 1 year to be safe. I don't think it is going to be anywhere near that amount.

On Thu, Dec 12, 2024 at 12:02 PM Price, Robert L <robert.l.price@wv.gov> wrote: | Tara L.

How long do you anticipate needing service from this emergency purchase? What is the estimated cost? Is there a reason we didn't procure these services via a RFQ prior to the end of the previously approved emergency purchase? I see in the SOW it has 12/01 as an effective date. I don't know if DOA will let us keep that date but I will ask.







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 Thu, Dec 12, 2024 at 10:45 AM Buckner, Tara L <tara.i.buckner@wv.gov> wrote: Bryan and Bobby,

Attached is the SOW we discussed, as well as a draft justification. Will this suffice or do you think I need to change, add, etc to the justification?









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 Tara L. Buckner, CPA, MBA Chief Financial Officer

Memorandum

To: Bryan Rosen

Interim Director of Operations
Office of Shared Administration

From: Tara Buckner, CPA, MBA

Chief Financial Officer

Office of Shared Administration

Date: December 12, 2024

Re: Justification for contract for Accountant

The Department of Health had in place an emergency contract for accounting resources due to high turnover and significant number of vacancies, and BDO was awarded that contract.

This work, along with other work BDO has done for the state, and has coupled with their firm's experience, makes them a valuable resource that has State/Department specific knowledge which allows them to easily assist with process redesign, augmentation of existing/transitioning positions and training/education needs.

As work began through that contract has not been completed, I am requesting another contract to bring it to completion.

Your consideration of this request is much appreciated.

Thank you!









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 Tara L. Buckner, CPA, MBA Chief Financial Officer

Memorandum

To:

Bryan Rosen

Interim Director of Operations
Office of Shared Administration

From:

Tara Buckner, CPA, MBA

Chief Financial Officer

Office of Shared Administration

Date:

December 12, 2024

Re:

Justification for contract for Accountant

The Department of Health had in place an emergency contract for accounting resources due to high turnover and significant number of vacancies, and BDO was awarded that contract.

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Your consideration of this request is much appreciated.

Thank you!









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

Michael J. Caruso
DHF Cabinet Secretary

Alex J. Mayer, MSA, PMP DoHS Cabinet Secretary

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

March 13, 2025

To: Crystal Hustead, Senior Buyer

Purchasing Division

From: Heather White, Procurement Specialist Sr.

Office of Shared Administration

Please accept this memo as justification for why this emergency purchase was not processed within the 30-day time frame following the approval. Upon approval in January, documentation needed updating to reflect the appropriate time frame, and documentation was not returned by the vendor until March 6 due to discussions of terms. On top of that, the Departments of Health, Health Facilities, and Human Services have been having difficulties with processing the new 100k approval forms, an issue which is finally being smoothed out. These dual delays prevented us from processing the emergency request in a timely fashion.









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

Date: December 13, 2024

To: Samantha Willis

Director of Purchasing, West Virginia Purchasing Division

From: Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II, OFFICE OF SHARED ADMINISTRATION

RE: Emergency Purchase Request

The Office of Shared Administration respectfully requests approval of an emergency purchase per the attached.

Thank you in advance for your consideration of this request. If you have any questions, please do not hesitate to contact me at your earliest convenience.





Emergency Purchase Request Form for Central Purchases

(Purchases Exceeding Agency's Delegated Spending Threshold)

Statutory Authority: Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

Follow-up Requirements: Effective July 1, 2024, agencies are delegated the authority, upon written approval, to process all emergency purchases as agency contracts. Agencies must submit all contract documents to Purchasing.Division@wv.gov no later than 30 days of issuance.

Description of the emergency circumstance(s) that led to this emergency purchase request: (What is the emergency situation? Provide detailed information.)

The DH, DoHS and OSA finance units have experienced a high turnover rate which has resulted in a number unfilled positions due to the restructuring of the entity formerly know as the DHHR.

Proposed remedy:

(What is the thing or service that needs to be purchased to remedy the emergency situation in the short term?)

The services of an accounting firm with governmental knowledge and experience will be an invaluable resource as we work on process redesign, augmentation of existing/transitioning positions and training/educational needs.

Estimated cost:

(How much will the good or service cost to rectify the situation? Include total cost.)

We estimate the cost for this service to be approximately \$1M.

Proposed duration/quantity:

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

We anticipate needing this service for a period not to exceed one (1) year.

Rev. 11/15/2024







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 Tara L. Buckner, CPA, MBA Chief Financial Officer

Memorandum

To:

Bryan Rosen

Interim Director of Operations Office of Shared Administration

From:

Tara Buckner, CPA, MBA **Chief Financial Officer**

Office of Shared Administration

Date:

December 12, 2024

Re:

Justification for contract for Accountant

The Department of Health had in place an emergency contract for accounting resources due to high turnover and significant number of vacancies, and BDO was awarded that contract.

This work, along with other work BDO has done for the state, and has coupled with their firm's experience, makes them a valuable resource that has State/Department specific knowledge which allows them to easily assist with process redesign, augmentation of existing/transitioning positions and training/education needs.

As work began through that contract has not been completed, I am requesting another contract to bring it to completion.

Your consideration of this request is much appreciated.

Thank you!

I HEREBY CERTIFY THAT THIS DOCUMENT(S) IS APPROVED

Title: _(



The State

WEST VIRGINIA PURCHASING DIVISION

Emergency Purchase Request Form for Central Purchases

(Purchases Exceeding Agency's Delegated Spending Threshold)

Statutory Authority: Pursuant to West Virginia Code §5A-3-15 and 148 C.S.R. 1-7.6, the director may authorize, in writing, a state spending unit to purchase in the open market, without filing requisition or estimate, specific commodities for immediate delivery to meet bona fide emergencies arising from unforeseen causes.

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(What is the thing or service that needs to be purchased to remedy the emergency situation in the short term?)

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(How much will the good or service cost to rectify the situation? Include total cost.)

We estimate the cost for this service to be approximately \$1M.

Proposed duration/quantity:

(If a service is needed, how long will you need it until you can properly bid out a long-term solution? If an item is needed, how many does your agency need?)

We anticipate needing this service for a period not to exceed one (1) year.

Willis, Samantha L <samantha.l.willis@wv.gov>

Fwd: Emergency Purchase Request

8 messages

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

Fri, Dec 13, 2024 at 9:18 AM

To: Tara L Lyle <tara.l.lyle@wv.gov>, Frank M Whittaker <frank.m.whittaker@wv.gov>, Samantha L Willis <samantha.l.willis@wv.gov>

I received a response from Bobby with additional information regarding the emergency purchase request

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

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

Date: Fri, Dec 13, 2024 at 9:17 AM

Subject: Re: Emergency Purchase Request

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

At this time this is not a new requisition in the works. They are working on hiring staff during the next 12 months.







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 Fri, Dec 13, 2024 at 8:00 AM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote:

Do you know if a new requisition is in the works?

From: Lyle, Tara L <tara.l.lyle@wv.gov>
Date: Thu, Dec 12, 2024 at 3:34 PM
Subject: Re: Emergency Purchase Request

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

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

Crystal,

Do you know if they have something out for bid or intend to put a solicitation out soon?

Thanks,

Tara

On Thu, Dec 12, 2024 at 12:43 PM Hustead, Crystal G <crystal.g.hustead@wv.gov> wrote: Please see the below emergency purchase request from DHHR

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

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

Date: Thu, Dec 12, 2024 at 12:23 PM Subject: Emergency Purchase Request

To: Crystal G Hustead <Crystal G.Hustead@wv.gov>

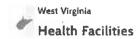
Cc: Althea M Greenhowe <althea.m.greenhowe@wv.gov>, Heather M White <heather.m.white@wv.gov>, Kimberlie K Debolt <kimberlie.k.debolt@wv.gov>, Bryan D Rosen

Stryan.d.rosen@wv.gov>

Crystal,

I need to request an emergency purchase for professional accounting services. As a result of the department restructuring and creation of the Office of Shared Administration, the finance units have experienced a high turnover rate which has resulted in a number of vacancies that are currently unfilled. This emergency purchase would commence on 12/16/2024 and last for one year with an estimated cost of \$1M. It is imperative that we have enough staff to help with process redesign in order to effectively perform the necessary accounting and auditing functions to ensure compliance with state and federal regulations. If you have any questions or need additional information, 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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Willis, Samantha L <samantha.l.willis@wv.gov>
To: Robert L Price <robert.l.price@wv.gov>

Fri, Dec 13, 2024 at 10:47 AM

Hey Bobby!

If you wouldn't mind when you get a moment, give me a call and we will chat about this and your Ts & Cs question. My cell number is 304-838-0253.

Thanks!

[Quoted text hidden]

Willis, Samantha L <samantha.l.willis@wv.gov>
To: Robert L Price <robert.l.price@wv.gov>

Fri, Dec 13, 2024 at 10:59 AM

[Quoted text hidden]



WV45_EmergencyPurchaseRequestForm.pdf 241K

Willis, Samantha L <samantha.l.willis@wv.gov>

Fri. Dec 13, 2024 at 11:07 AM

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

Cc: Tara L Lyle <tara.i.lyle@wv.gov>, Frank M Whittaker <frank.m.whittaker@wv.gov>

I spoke to Bobby on the phone and got some more details. I sent him our new Emergency Request form so he can be our guinea pig and try it out. I asked him to explain more clearly why this needs to happen now and not in a month from now. We can look at it again once we get the formal request back.

[Quoted text hidden]

Price, Robert L <robert.l.price@wv.gov>
To: "Willis, Samantha L" <samantha.l.willis@wv.gov>

Fri, Dec 13, 2024 at 11:41 AM

Sam,

It was nice speaking with you this morning. Attached is the emergency purchase request we discussed.







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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[Quoted text hidden]



Emergency Purchase Request to DOA 12132024.pdf 96K

Willis, Samantha L <samantha.l.willis@wv.gov>

Mon, Dec 16, 2024 at 4:44 PM

To: Frank M Whittaker <frank.m.whittaker@wv.gov>, Crystal G Hustead <crystal.g.hustead@wv.gov>, Tara L Lyle <tara.l.lyle@wv.gov>

FYI, I thought this came to all of us, but only came to me. We can discuss tomorrow. [Quoted text hidden]



Emergency Purchase Request to DOA 12132024.pdf 96K

Price, Robert L <robert.l.price@wv.gov>
To: "Willis, Samantha L" <samantha.l.willis@wv.gov>

Thu, Jan 2, 2025 at 12:47 PM

Samantha L.

I hope this email finds you well. Have you had time to revisit this request?







Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II

Willis, Samantha L <samantha.l.willis@wv.gov>

Fri, Dec 13, 2024 at 11:07 AM

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

Cc: Tara L Lyle <tara.l.lyle@wv.gov>, Frank M Whittaker <frank.m.whittaker@wv.gov>

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[Quoted text hidden]

Price, Robert L <robert.l.price@wv.gov>
To: "Willis, Samantha L" <samantha.l.willis@wv.gov>

Fri, Dec 13, 2024 at 11:41 AM

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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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[Quoted text hidden]



Emergency Purchase Request to DOA 12132024.pdf 96K

Willis, Samantha L <samantha.i.willis@wv.gov> Mon, Dec 16, 2024 at 4:44 PM To: Frank M Whittaker <frank.m.whittaker@wv.gov>, Crystal G Hustead <crystal.g.hustead@wv.gov>, Tara L Lyle <tara.i.lyle@wv.gov>

FYI, I thought this came to all of us, but only came to me. We can discuss tomorrow. [Quoted text hidden]

Emergency Purchase Request to DOA 12132024.pdf 96K

Price, Robert L <robert.l.price@wv.gov>
To: "Willis, Samantha L" <samantha.l.willis@wv.gov>

Thu, Jan 2, 2025 at 12:47 PM

Samantha L,

I hope this email finds you well. Have you had time to revisit this request?







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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[Quoted text hidden]

Willis, Samantha L <samantha.l.willis@wv.gov>
To: Frank M Whittaker <frank.m.whittaker@wv.gov>

Thu, Jan 2, 2025 at 1:16 PM

[Quoted text hidden]







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

Date: December 13, 2024

To: Samantha Willis

Director of Purchasing, West Virginia Purchasing Division

From: Robert Price, CPPO, CPPB, NIGP-CPP

Administrative Services Manager II, OFFICE OF SHARED ADMINISTRATION

RE: Emergency Purchase Request

The Office of Shared Administration respectfully requests approval of an emergency purchase per the attached.

Thank you in advance for your consideration of this request. If you have any questions, please do not hesitate to contact me at your earliest convenience.





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 h	ave been charged to ev	valuate or serve as n	members or advisors of	an evaluation	committee
for the solicitation as specified	-				

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
Tara Butner, CFO	05A	Youch Buckeres	3/11/2025
Robert Price ASMZ	OSA	Robert Price	3-14-2025

West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: BDO USA, P.C. Address: 8401 Greensboro Dr., Suite 800
McLean, VA 22102
Name of Authorized Agent: Andrea Espinola Wilson Address: same as above
Contract Number: AMA 0511 2667 HHR2500000008 Contract Description: Accounting Support
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) ② 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)
Signature: Date Signed: March 5, 2025 Notary Verification
State of Vivaina, County of Vailay:
I, And lea Espinola-Wisson, 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
Taken, sworn to and subscribed before me this



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2025

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).

	s certificate does not comer rights to	J 1116	ooit	mode notael in neu of se			<i>'</i> -			
PROD	MARSH USA LLC.				CONTAC NAME: PHONE			FAX		
	155 N. WACKER, SUITE 1200 CHICAGO, IL 60661				(A/C, No			(A/C, No):		
	CHICAGO, IL 00001				ADDRES	SS:				-
								RDING COVERAGE		NAIC#
	4473361PL-24-25				INSURE	RA: Swiss Rel	nternational Se			1121405
INSUR	BDO USA, P.C				INSURE	RB:				
	5300 Patterson Ave.				INSURE	RC:				
	Ste 100 Grand Rapids, MI 49512				INSURE	RD:				
	orana rapas, m. rocin				INSURE	RE:				
					INSURE	RF:				
				NUMBER:		010925180-01		REVISION NUMBER: 1		
CE	S IS TO CERTIFY THAT THE POLICIES ICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	QUIR PERT POLIC	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF ANY	CONTRACT THE POLICIES EDUCED BY 1	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT TO	TO T	WHICH THIS
INSR LTR		ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
	COMMERCIAL GENERAL LIABILITY								\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
									\$	
									\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC								\$	
Ť	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO								\$	
-	OWNED SCHEDULED							BODILY INJURY (Per accident)	\$	
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-	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
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1	ND EMPLOYERS' LIABILITY Y / N									_
	NYPROPRIETOR/PARTNER/EXECUTIVE N	N/A							\$	
i i	Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE		
	ÉSCRIPTION OF OPERATIONS below	-						E.L. DISEASE - POLICY LIMIT	\$	
Α	Accountants Professional Liab			B0509FINPU2450112		06/01/2024	06/01/2025	Limits:		5,000,000
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DESCR	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if more	e space is require	ad)		
CER	TIFICATE HOLDER				CANC	ELLATION				
	West Virginia Departments of Health, Health Facilities, and Human Services One Davis Square Charleston, WV 25301				SHO THE ACC	ULD ANY OF T	N DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.	E DEL	LIVERED IN
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						@ 40	99 2046 AC	OPD COPPORATION A	ما سانس ال	to soon of



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and definitions account to the rights to the continuate include in the continuation		
PRODUCER MARSH USA LLC.	CONTACT NAME: Marsh U.S. Operations	
155 N. WACKER, SUITE 1200	PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No): 212-948-0770
CHICAGO, IL 60661	E-MAIL ADDRESS: Chicago.CertRequest@i	marsh.com
	INSURER(S) AFFORI	DING COVERAGE NAIC #
	INSURER A: Continental Casualty Compa	ny 20443
INSURED BDO USA, P.C	INSURER B: American Casualty Co of Rea	ading PA 20427
5300 Patterson Ave.	INSURER C: Transportation Insurance Co	mpany 20494
Ste 100 Grand Rapids, MI 49512	INSURER D: CNA	20443
Grand Rapids, Wil 49512	INSURER E :	
	INSURER F:	
	_	

COVERAGES CERTIFICATE NUMBER: CHI-010925177-01 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR TR	TYPE OF INSURANCE	ADDL SUBR INSD WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY		GL 7091904919	06/01/2024	06/01/2025	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
						MED EXP (Any one person)	\$	15,000
						PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						\$	
A	AUTOMOBILE LIABILITY		7091904922	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							\$	
A	X UMBRELLA LIAB X OCCUR		6080283511	06/01/2024	06/01/2025	EACH OCCURRENCE	\$	25,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	25,000,000
	DED RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC 7091904872 (AZ,MA,OR,WI)	06/01/2024	06/01/2025	X PER OTH- STATUTE ER		
A	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A	WC 7091904855 (AOS)	06/01/2024	06/01/2025	E.L. EACH ACCIDENT	\$	1,000,000
R	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A	WC 7091904869 (CA)	06/01/2024	06/01/2025	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
С	If yes, describe under DESCRIPTION OF OPERATIONS below		GAP 7091904886 (ND,OH,WA,WY)	06/01/2024	06/01/2025	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Cyber		596673112	06/01/2024	06/01/2025	Limits:		5,000,00
						SIR:		2,500,00

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

West Virginia Departments of Health, Health Facilities, and Human Services is/are included as additional insured (except workers compensation and Cyber) where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
West Virginia Departments of Health, Health Facilities, and Human Services One Davis Square Charleston, WV 25301	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
	Marsk USA LLC

Vendor/Customer

	<u>Me</u>
Vendor/Customer Legal Name Alias/DBA Ve	/endor Active Status Customer Active Status Previous Name
VS0000007708 BDO USA PC Ad	Active Inactive
rom 1 to 1 of 1 First Prev Next Last Attachment	uts .
save <u>Undo</u> Delete Insert <u>Copy</u> Paste <u>Search</u>	F &
▼ General Info	
Vendor/Customer: VS0000007708	Restrict Use by Department :
Legal Name : BDO USA PC	Miscellaneous Account :
Alias/DBA :	Internal Account :
Vendor Active Status : Active	Third Party Only :
Vendor Approval Status : Complete	Third Party Vendor :
Customer Active Status : Inactive	Third Party Customer :
Customer Approval Status : Incomplete	Inventory Customer :
Location Name :	Healthcare Provider :
First Name :	Never Archive :
Middle Name :	Restrict VSS Access: No v
Last Name :	Discontinue - No New Business :
Company Name : BDO USA PC	Prevent MA Reference :
Previous Name :	PunchOut Enabled :
Previous Street :	Re-PunchOut Enabled :
Previous City :	Electronic Order Enabled :
Previous State/Province :	W-9 Received :
Previous Country :	W-9 Received Date: 12/10/2024
Section 1	W-8 Received : []
	W-8 Received Date :
	Accepts Credit Cards :
	Active From: 11/20/2015
	Active To:
	Last Usage Date: 04/21/2025
	Department : 0212
	Unit:
■ Headquarters	
Headquarters Account : Yes	Web Address http://: www.bdo.com
Headquarters Account Code: VS0000007708	Catalog DUNS: 047684840
Headquarters Account Legal Name : BDO USA PC	
Franchise Account ;	Catalog Unique Entity Identifier :
-	Taxpayer ID Number: *****1590
	Taxpayer ID Number Type : EIN V
▼ Organization	
Organization Type: Company >	1099 Indicator: No
1099 Classification : Corporation	V 1042-S Indicator : No
Foreign Ownership Interest :	Taxpayer ID Number: 135381590
1042-S Ch. 3 Recipient Code :	Taxpayer ID Number Type : EIN
1042-S Ch A Status Code :	Detailed TIN Type :
1042-S Ch. 4 Status Code :	Foreign Tax ID :
Number of Employees: > 1000 ~	GIIN:
Merchant ID :	

Sex:	1042-S Recipient Account Number	· <u> </u>
Date of Birth :	W-8 Form	tornous .
Marital Status :	Tax Profile	.
Annual Income : > 20 million ~	Tax Profile Name	The state of the s
IRS Country of Residence :	EBIC Number	
	AEC Number	· • · · · · · · · · · · · · · · · · · ·
	Web Address http://	
Contract Withholding Exempt : National Provider ID :	Employee ID	
	Employee Status	
Assigning Authority : CAGE Code :	Supplier Shared Secret	
Permanent Staffed Office in State :		}
▶ Disbursement Options		
▼ Prenote/EFT		
Generate EFT Payment :		EFT Format :
ABA Number :	4	EFT Format Description :
Bank Name :	paridomonid	EFT Status :
Account Type :	v	Last Status Change :
Account Number :		EFT Status Description:
Routing ID Number :		
Bank Phone Number :		
Prenote Requested Date :	F	Prenote Return Reason Explanation :
Prenote Return Reason :	4	-
Prenote Return Reason Message :		
Foreign Correspondent Bank Name :		W-9 Mailing Date :
Foreign Correspondent Bank Branch Country Code :		W-9 Response Date :
Account Number Linkage to Provider Identifier :	~	
Reason for Submission :	•	
▶ Remittance Advice		
▶ Vendor Terms		
▶ Accounts Receivable		
▶ eMALL		
▶ Location Information		
► Fee and Vendor Compliance Holds		
Fee Exempt :	Tax Clearance : 🔲	
Registration Application Date: 07/16/2024	Unemployment Insurance :	
Registration Effective Date: 07/16/2024	Worker's Compensation :	
Registration Expiration Date: 07/16/2025	Secretary of State Registration :	
Pre-Registration Code :	Federal Debarred :	
▶ Executive Compensation		
▶ Additional Information		all constant
▶ Travel		
I IIIAAGI		

▶ Change Management

Top

CREATE DOCUMENT> Create New Record Modify Existing Record

 UPDATE>
 Headquarters
 Add 1099 Information Entry
 Add 1042-S Reporting Information Entry

Vendor Business Types By Commodity

SEARCH BY> <u>Master Contacts</u> <u>Master Addresses</u> <u>Vendor Commodity</u> <u>Vendor Addresses</u> <u>Vendor Business Types</u>

Vendor Service Areas VCM Query Historical Vendor Information Vendor Notes

Vendor Transaction History

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Business and Licensing

Online Data Services Help

Business Organization Detail

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BDO USA, P.C.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	11/7/2023		10/4/2023	Foreign	Profit			

Business Purpose	5412 - Professional, Scientific and Techincal Servies - Professional, Scientific and Techincal Servies - Accounting/ Tax Prep/Bookkeeping/Payroll Services (CPAs)	Capital Stock		
Charter County		Control Number		
Charter State	IL	Excess Acres		
At Will Term		Member Managed		
At Will Term Years		Par Value		
Authorized Shares		Young Entrepreneur	No	

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Addresses		
Туре	Address	
Local Office Address	5300 PATTERSON AVE SE SUITE 100 GRAND RAPIDS, MI, 49512	
Mailing Address	5300 PATTERSON AVE SE SUITE 100 GRAND RAPIDS, MI, 49512 USA	
Notice of Process Address	Corporation Service Company 808 Greenbrier Street Charleston, WV, 25311	
Principal Office Address	330 NORTH WABASH AVENUE SUITE 3200 CHICAGO, IL, 49512 USA	
Туре	Address	

Officers	
Туре	Name/Address
Director	KELLY JOHNSON 1601 FORUM PLACE 9TH FLOOR WEST PALM BEACH, FL, 33401
President	WAYNE BERSON 12505 PARK POTOMAC AVE., SUITE 700 POTOMAC, MD, 20854
Secretary	CATHERINE MOY ONE INTERNATIONAL PLACE BOSTON, MA, 02110
Treasurer	ROLAND REIMINK 5300 PATTERSON AVE SE SUITE 100 GRAND RAPIDS, MI, 49512
Vice-President	STEPHEN FERRARA 330 NORTH WABASH AVENUE SUITE 3200 CHICAGO, IL, 60611
Туре	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
BDO USA, PROFESSIONAL CORPORATION	FORCED DBA	11/7/2023	
DBA Name	Description	Effective Date	Termination Date

Annual Reports	
Filed For	
2024	
Date filed	

File Your Current Year Annual Report Online Here

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

Monday, April 21, 2025 — 11:03 AM

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West Virginia Purchasing Division Debarred and Suspended Vendors

WV.gov | Administration | Purchasing | Debarred and Suspended Vendor Lists

<u>A ++ | A | A--</u>

Debarred Vendor List

Pursuant to **West Virginia Code** §5A-3-33c and 33d, the State of West Virginia and its political subdivisions n contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

Vendor Name:	Arapaho Communications Management LLC
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Arapaho Communications LP
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

	View
Vendor Name:	Arapaho Pipe & Supply LP

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Vendor Address:	840-A Kastrin St. El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	May Baqai Individually and as Notice of Process Recipient for Planet Cellular
Vendor Address:	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.
Vendor Address:	I7326 Edwards Road Ste. A207 Cerritos, CA 90703
	1919 NW 137th Way Pembroke Pines, FL 33028
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Gerry E. Barton
Vendor Address:	Route I, Box 185
	Vallscreek, WV 24815
Debarment Date:	February 23, 2011
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bayliss & Ramey, Inc.
Vendor Address:	I 45 Vaughan Drive Fraziers Bottom, WV 25082
Debarment Date:	September 28, 2017
Debarment Period:	Permanent

Debarment Scope:	All Commodities and Services
L	

Vendor Name:	Courtney Bowman RNCR Trucking
Vendor Address:	PO Box 394 Raysal, WV 24879 90480 Jamie Drive Bradshaw, WV 24817
Debarment Date:	June 1, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Daniel R. Dennis, III
Vendor Address:	1800 Huger Street Columbia, SC 29201
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Dennis Corporation
Vendor Address:	1800 Huger Street
	Columbia, SC 29201
Debarment Date:	September 28, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Clark A. Diehl
Vendor Address:	P.O. Box 20003 Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Deniz Erdinc

Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Steven Hull
Vendor Address:	P.O. Box 434 Jane Lew, WV 26378
Debarment Date:	September 14, 2018
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	KGH Development Inc.
Vendor Address:	840 Kastrin St.
	El Paso, TX 79907
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Jack M. Kidd
Vendor Address:	840-A Kastrin St. El Paso, TX 79907-2724
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Nancy Kennedy Backwoods Trucking
	P.O. Box 394
	Raysal, WV 24879
Vendor Address:	
	90480 Jamie Drive
	Bradshaw, WV 24817
Debarment Date:	April 20, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Bruce E. Kenney, III
Vendor Address:	916 Vikingfield TE Chesapeake, VA 23322
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Lighthouse Sourcing Solutions, LLC
	580 Broadway St., Unit 202A
vendor Address.	Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Joyce Matney Mountaineer Trucking
P.O. Box 262 Raysal, WV 24879 Rt. 83 70 l Raysal, WV 24879
July 29, 2021
Permanent
All Commodities and Services

James Travis Miller
65 Summit Ridge Road Hurricane, WV 25526
October 13, 2017
Permanent
All Commodities and Services

Vendor Name:	Andrew P. Nichols
Vendor Address:	732 Nursery Lane
	Lesage, WV 25537
	OR

	RR 1, 407H Lesage, WV 25537 October 13, 2017; updated April 29, 2022	
Debarment Date:		
Debarment Period:	Permanent	
Debarment Scope:	All Commodities and Services except for work as University and its affiliated research entities.	

Vendor Name:	Planet Cellular Inc.
Vendor Address:	13909 Bettencourt St. Cerritos, CA 90703
Debarment Date:	September 8, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Russel Radach
Vendor Address:	580 Broadway St., Unit 202A Laguna Beach, CA 92651
Debarment Date:	August 5, 2019
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	John Derek Riffe
	P.O. Box 262 Raysal, WV 24879
Vendor Address:	OR Rt. 83 701
	Raysal, WV 24879
Debarment Date:	August 18, 2021
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	VMK/JMK Investment Holding LLC
Vendor Address:	400 Willow Glen Drive El Paso, TX 79922
Debarment Date:	June 10, 2022
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Wallpapers In Stock, Inc.
Vendor Address:	I 600 Kanawha Boulevard, West Charleston, WV 25362
Debarment Date:	January 6, 2012
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Vendor Name:	Mark Rudolph Whitt
Vendor Address:	380 Cannery Lane Winfield, WV 25213
Debarment Date:	October 13, 2017
Debarment Period:	Permanent
Debarment Scope:	All Commodities and Services

Suspended Vendor List

Pursuant to **West Virginia Code** §5A-3-32, the State of West Virginia and its political subdivisions may not so to, or consent to subcontract with a suspended vendor during the suspension period (not to exceed one year)

There are currently no vendors suspended from bidding with the State of West Virginia.

Questions regarding debarred or suspended vendors should be directed to:

West Virginia Purchasing Division 2019 Washington Street, East Post Office Box 50130 Charleston, West Virginia 25305-0130 USA

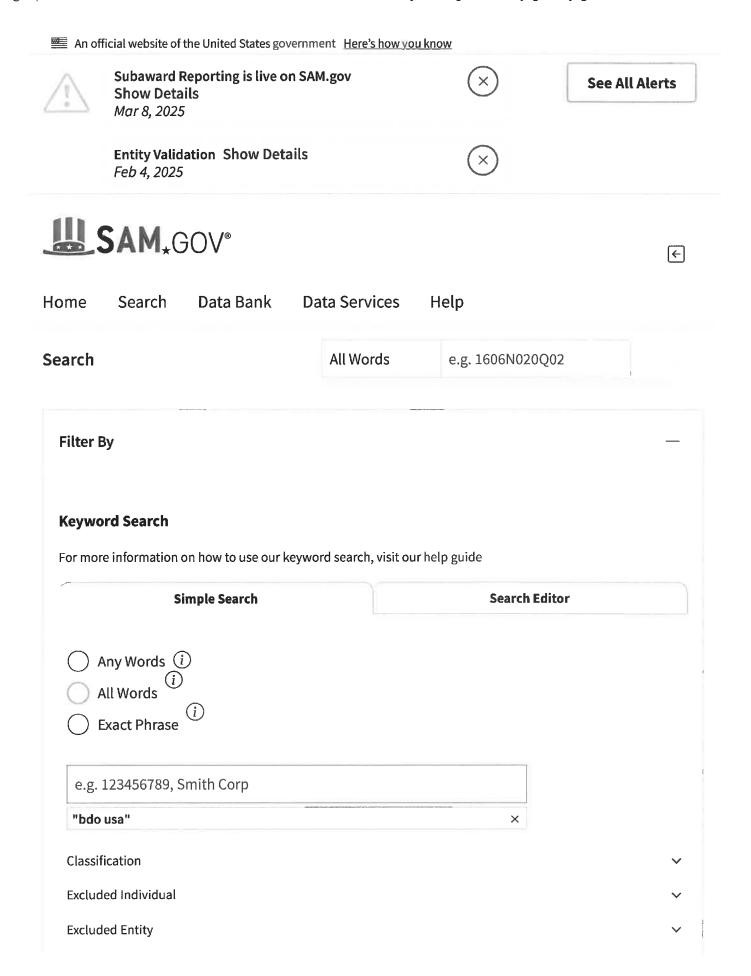
Telephone (304) 558-2306

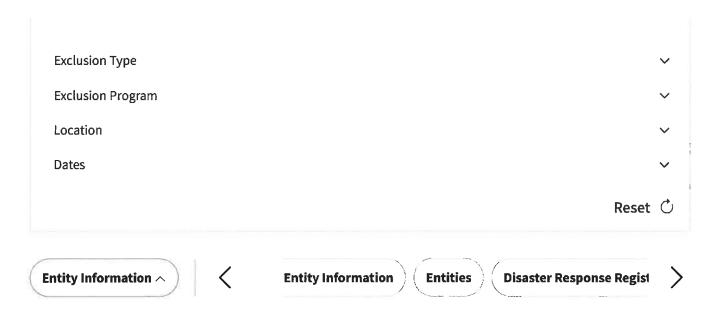
To check the federal debarment and suspension lists, use the Excluded Parties List System.

For more news, check out the latest issue of The Buyers Network.

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