

From: **Sheets, William M** <william.m.sheets@wv.gov>
Date: Thu, Aug 19, 2021 at 9:45 AM
Subject: Fwd: Emergency Purchase Request
To: Charlyn A Miller <charlyn.a.miller@wv.gov>, Linda B Harper <linda.b.harper@wv.gov>
Cc: Totten, Mark L <mark.l.totten@wv.gov>

Charlyn,

Your emergency request is approved, with a couple of notes:

- 1) This is not an approval of Suttle's letter which imposes no specific obligation of service on them, and
- 2) The approval is effective from today (the documentation seeks to begin on August 1, but we cannot backdate an emergency approval).

Please follow emergency purchasing procedures as found in the Handbook and submit documentation for award within 30 days.

Regards,
Mike

W. Michael Sheets
Director
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Phone: (304) 558-0492

W. Michael Sheets
Director
WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Phone: (304) 558-0492
Fax: (304) 558-4115

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

From: **Miller, Charlyn A** <charlyn.a.miller@wv.gov>
Date: Thu, Aug 19, 2021 at 8:44 AM
Subject: Fwd: Emergency Purchase Request
To: William M Sheets <william.m.sheets@wv.gov>, Harper, Linda B <linda.b.harper@wv.gov>

Sorry, I sent this to the wrong Michael yesterday. Linda may have passed it on to you already. Thank you for your review.

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

From: **Miller, Charlyn A** <charlyn.a.miller@wv.gov>

Date: Wed, Aug 18, 2021 at 4:05 PM

Subject: Emergency Purchase Request

To: Michael C Sheets <michael.c.sheets@wv.gov>

Cc: Harper, Linda B <linda.b.harper@wv.gov>

Michael, hope you are well. Attached is a request for an Emergency Purchase for the Randolph Sheppard Program. There is a continued need for the consultant services while a contract is negotiated for a blind vendor to be placed in a FBI building cafeteria. I've attached a request letter addressed to you with the latest memo and quote from the vendor, as well as the original contract that was awarded.

Thank you for your review. Please let me know if you need further information.



West Virginia Division of Rehabilitation Services
Administrative Offices
State Capitol • P.O. Box 50890
Charleston, West Virginia 25305-0890
P: 304.356.2060 • F: 304.558.1421
Toll-free: 1.800.642.8207
wvdrs.org
Pisnu Bua-lam, Acting Director

August 18, 2021

Mike Sheets, Purchasing Director
2019 Washington Street, East
Capitol Complex Building 15
Charleston, WV 25305


Dear Director Sheets,

The Division of Rehabilitation Services had issued an Emergency Purchase contract to the vendor Suttle and Stalnaker for consultant services to aid in preparing a response to a RFP issued by the FBI. The purpose of the RFP was to select a blind vendor to provide cafeteria services under the Randolph Sheppard Program at one of their installations. Please see the attached original Emergency Purchase file.

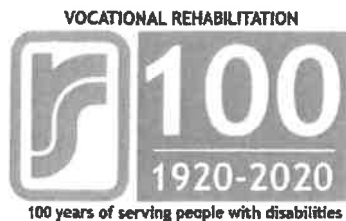
The FBI intends to award the contract to the blind vendor sponsored by the Randolph Sheppard Program, but continued negotiations and legal questions require further consultation services. The Agency has now exhausted the entire \$25,000 allotted for the original contract, but wishes to continue the contract for the additional work needed. Suttle and Stalnaker is uniquely qualified for these services due their extensive past work with the Randolph Sheppard Program.

The Division of Rehabilitation Services is the State Licensing Agency for the Randolph Sheppard Program and is mandated by law to provide aid to any blind vendor bidding on any government solicitation for placement in a cafeteria or other food service location mandated to use the services of a Randolph Sheppard Program blind vendor.

Thank you for your review and consideration of this request. Please let me know if you any further information.

Sincerely,

Charlyn Miller
Procurement Manager

cc: file
Tammy Murdock



West Virginia Division of Rehabilitation Services
Administrative Offices
State Capitol • P.O. Box 50890
Charleston, West Virginia 25305-0890
P: 304.356.2060 • F: 304.558.1421
Toll-free: 1.800.642.8207
wvdrs.org
Marijane K. Waldron, Director

MEMORANDUM

*of concern.
Charly Miller
Procurement Manager
8/18/21*

TO: Charlyn Miller, Procurement, WVDRS

FROM: Candice Ward, Senior Manager, Blind and VI Services, Randolph Sheppard Program

DATE: July 29, 2021

RE: Justification for emergency sole source purchase for consultation services with Suttle and Stalnaker for the FBI RFP.

The Randolph Sheppard Program is mandated by federal law 20 U.S.C. § 107 of the Randolph Sheppard Act to respond to federal solicitations for cafeteria services on behalf of West Virginia's Blind Vendors. We are required by the Randolph Sheppard Act as the designated State Licensing Agency to respond on behalf of our blind vendor.

In January 2021, The FBI in Clarksburg informed the Division that they would be soliciting through the RFP process proposals for cafeteria services with a short turn around time. We acquired services for consultation through an Agency Contract with Suttle & Stalnaker, PLLC. Suttle and Stalnaker have extensive experience with the Randolph Sheppard Program and with solicitation for the RFP response. That contract expired April 1, 2021 and we are still in need of their services. The Agency had expected the RFP process to be completed by the end of the contract, but due to further negotiations required from the FBI, we still need assistance with the process. Suttle and Stalnaker will provide the needed assistance with the contract negotiations regarding the conversion of the blind vendor and teaming partner. They will also provide legal and accounting services during the transition with the FBI.

Suttle and Stalnaker is a Nationally recognized CPA firm that has many years of experience and expertise in governmental contracts. They have expertise in the operation of the Randolph Sheppard Program its laws, rules and regulations and policies governing the operation of the program.

Mr. Chris Deweese, is a CPA and Partner with Suttle and Stalnaker he has worked with the Division of Rehabilitation for many years and has knowledge and experience in assuring all regulations for response are accurate. Suttle and Stalnaker staff have expertise in governmental contracts and will be available to assist with the response to the RFP. Suttle and Stalnaker has provided assistance to the Division for over 20 years and understands our governing state rules, regulations along with RSA guidelines.

The FBI will award the contract and will have a new operator in the cafeteria by March. With the time sensitive response, the technical assistance is essential to assure award of the cafeteria operation to a licensed blind vendor in the Randolph Sheppard Program.

WVDRS as State Licensing Agency for the Randolph Sheppard Program is mandated by law to provide these services and our unit will need technical assistance from Suttle and Stalnaker to assure all mandatories are complied with for the response.

To assure we are in compliance with the government RFP response and to gain the contract with the FBI for the cafeteria operation we are requesting emergency assistance with the expertise of Suttle and Stalnaker.

Thank you.



To: Tammy Murdock, Procurement, WVDRS

From: Suttle & Stalnaker, PLLC

Date: July 29, 2021

Re: Sole Source Provider

On January 13, 2021, Candice Ward, Senior Manager, Blind and VI Services, Randolph Sheppard Program engaged Suttle & Stalnaker, PLLC for emergency consultation services for the FBI RFP. The Randolph Sheppard Program is mandated by federal law, 20 U.S.C. §107 of the Randolph Sheppard Act, to respond to federal solicitations for cafeteria services on behalf of West Virginia's Blind Vendors. The FBI in Clarksburg informed the West Virginia Division of Rehabilitation Services that they were soliciting through the RFP process, proposals for cafeteria services with a short turnaround time. Ms. Ward requested and was approved to grant an emergency contract to Suttle & Stalnaker, PLLC, as the Randolph Sheppard Program staff did not have the expertise to respond to the proposal. Suttle & Stalnaker, PLLC has extensive experience with the Randolph Sheppard Program and with the solicitation for the RFP response.

The proposal for cafeteria services was submitted to the FBI on February 19, 2021. After the initial proposal was submitted the FBI responded with questions requiring responses and the resubmission of the proposal with turnaround times of less than one week. As of today, there have been four additional rounds of submissions. WVDRS as State Licensing Agency for the Randolph Sheppard Program is mandated by law to provide these services and the unit needed technical assistance from Suttle & Stalnaker, PLLC to assure all mandatories were complied with in the responses.

To assure compliance with the RFP response to the changing scope of the FBI contract for the cafeteria operation, WVDRS required continued emergency assistance from Suttle & Stalnaker, PLLC. Suttle & Stalnaker, PLLC has the knowledge of the FBI contract needed from aiding in the original submission. Suttle & Stalnaker, PLLC is a nationally recognized CPA firm that has many years of experience and expertise in governmental contracts. Mr. Chris Deweese, is a CPA and member with Suttle & Stalnaker, PLLC who has worked with the Division of Rehabilitation for many years and has knowledge and experience in the operation of the Randolph Sheppard Program, its laws, rules, regulations, and policies governing the operation of the program.

The Virginia Center
1411 Virginia Street, East | Suite 100
Charleston, WV 25301

MAIN (304) 343-4126
FAX (304) 343-8008

The Rivers Office Park
200 Star Avenue | Suite 220
PO Box 149
Parkersburg, WV 26102

MAIN (304) 485-6584
FAX (304) 485-0971

The Wharf District
68 Clay Street | Suite C
Morgantown, WV 26501

MAIN (304) 554-3371
FAX (304) 554-3410

suttlecpas.com
cpa@suttlecpas.com

Quote for Services

We generally base our fees on the time required at our regular rates for the services and personnel assigned plus out of pocket costs and relevant computer charges. Our charges also include other appropriate factors, including the difficulty of the assignment, the degree of skill required, time limitations imposed on us by others, the experience and ability of the personnel assigned, and the value of the services to the client. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. Assuming adequate records, internal controls, and assistance of your personnel, we estimate that our fee for the consulting services will be \$250 per hour and will not exceed \$25,000.

Date of Services

The consulting services will be performed from August 1, 2021 to December 31, 2021.

Very truly yours,

A handwritten signature in cursive script that reads "Suttle & Stalnaker, PLLC".

Suttle & Stalnaker, PLLC
By Chris Deweese, CPA, CGMA



**State of West Virginia
Agency Contract**

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

Order Date: 01-15-2021

Order Number:	ACT 0932 4827 DRS2100000050 1	Procurement Folder:	831133
Document Name:	EMERGENCY	Reason for Modification:	
Document Description:	PURCHASE FOR CONSULTANT SERVICES		
Procurement Type:	Agency Contract - Fixed Amt		
Buyer Name:	Charlyn A Miller		
Telephone:	(304) 356-2103		
Email:	charlyn.a.miller@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code:	000000202390			Requestor Name:	Jeanne Shawn Stover
SUTTLE & STALNAKER PLLC				Requestor Phone:	304-760-7177
THE VIRGINIA CTR STE 100				Requestor Email:	shawn.j.stover@wv.gov
CHARLESTON	WV	25301			
US					
Vendor Contact Phone:	304-343-4126	Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO			SHIP TO		
RANDOLPH SHEPPARD PROGRAM			RANDOLPH SHEPPARD PROGRAM		
DIVISION OF REHABILITATION SERVICES			DIVISION OF REHABILITATION SERVICES		
10 MCJUNKIN RD			10 MCJUNKIN RD		
NITRO	WV	25143	NITRO	WV	25143
US			US		

Total Order Amount:	\$25,000.00
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: Charlyn A Miller DATE: 2021-01-15 ELECTRONIC SIGNATURE ON FILE
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Extended Description:
EMERGENCY PURCHASE

TO PROVIDE CONSULTANT SERVICES FOR THE WRITING OF A REQUEST FOR PROPOSAL RESPONSE ON BEHALF OF A BLIND VENDOR FOR THE RANDOLPH SHEPPARD PROGRAM, PER THE ATTACHED AGREEMENT.

EFFECTIVE: 1/14/21 THROUGH 4/1/21

CONTRACT MAY BE EXTENDED IF THE PROJECT COMPLETION REQUIRES IT.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	80101501	0.00000		0.000000	\$25,000.00
Service From	Service To	Manufacturer	Model No		
2021-01-14	2021-04-01				

Commodity Line Description: CONSULTANT SERVICES

Extended Description:
TO BE PAID @ \$250.00/HOUR

	Document Phase	Document Description	Page 3
DRS2100000050	Final	PURCHASE FOR CONSULTANT SERVICES	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

State of West Virginia
Purchasing Division

AGENCY DELEGATED AGREEMENT

Purchase Order # ACT QRS21*50

W/OASIS Vendor/ Customer # *202390

I, Suttie & Steinkor, PLLC, agree to perform the following services

for WV Division of Rehabilitation Services at 10 Majors Road Nitro, WV 26143

Suttie & Steinkor, PLLC will assist the WV Division of Rehabilitation Services in preparation of the response to the request for proposal that will be issued by the FBI for the cafeteria located in north central West Virginia. We will assist in the written the full response to the request for proposal and will provide technical assistance as needed to the Division.

Date(s) of Service: from 1-14-21 to 4-1-21

The rate of pay shall be \$250.00 per hour not to exceed \$ 25,000.00 for the entire term of the contract.

NOTE: Any anticipated travel must be incorporated into the vendor's fee. No travel will be reimbursed by the State and is the sole responsibility of the vendor. The following certification must be completed and signed if the vendor is a full-time employee of the State of West Virginia.

Please check the appropriate box below:

- I am not currently a full-time employee of the State of West Virginia;
- I am currently a full-time employee of the State of West Virginia (complete certification below).

It is hereby certified that the services to be performed under this agreement will not interfere with or detract from the full-time duties of the employee and the amount of annual compensation received by _____ (above named vendor) from the State of West Virginia for full-time employment during the current fiscal year will be \$ _____. The vendor serves as _____ with the title of _____, certified by _____

GENERAL TERMS AND CONDITIONS: The General Terms and Conditions for Agency Delegated Master Terms and Conditions located on the Purchasing Division's website at <http://www.state.wv.us/admin/purchase/TGA.pdf>, ("Terms and Conditions") are hereby made a part of this agreement and are specifically incorporated herein by reference. By signing this agreement, Vendor certifies that it has reviewed the Terms and Conditions, fully understands them, and agrees to be bound by their provisions.

APPROVED BY:

Agency Division of Rehabilitation Services
Margaret Ward
Director
1-15-21

Vendor: Suttie & Steinkor, PLLC
[Signature]
1/17/2021

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

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

2.6. "Award Document" means the document signed by the Agency that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services.

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 77 days.

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:
\$500,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: 500,000.00 per occurrence.

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

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

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

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

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

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

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

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

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

33. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

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

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

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

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

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

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of

Revised 01/09/2020

domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

4
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.

Chris Deweese, CPA, CGMA, Member

(Name, Title)

Chris Deweese, CPA, CGMA, Member

(Printed Name and Title)

1411 Virginia Street East, Suite 100, Charleston, WV 25301

(Address)

304-415-4827 / 304-343-8008

(Phone Number) / (Fax Number)

CDeweese@suttlecpas.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Suttle & Stalaker, PLLC

(Company)



Chris Deweese, CPA, CGMA, Member

(Authorized Signature) (Representative Name, Title)

Chris Deweese, CPA, CGMA, Member

(Printed Name and Title of Authorized Representative)

1/7/2021

(Date)

304-415-4827 / 304-343-8008

(Phone Number) (Fax Number)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Suttle & Stalnaker, PLLC

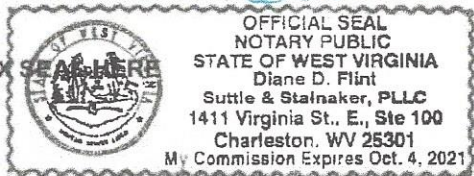
Authorized Signature:  Date: 1/7/2021

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 7 day of January, 2021.

My Commission expires Oct. 4, 2021.



NOTARY PUBLIC 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2021

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

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

PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 100 Charleston WV 25301-2949	CONTACT NAME: Heather Pyles PHONE (A/C, No, Ext): (304) 720-2000 E-MAIL ADDRESS: hpyles@mountainstateinsurance.com	FAX (A/C, No): (304) 720-2002
	INSURER(S) AFFORDING COVERAGE	
INSURED Suttle & Stalnaker, Plc 1411 Virginia Street, East Charleston WV 25301-3086	INSURER A: Travelers Property Casualty of America INSURER B: Brickstreet Mutual Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
	NAIC # 25674 12372	

COVERAGES**CERTIFICATE NUMBER:** 2021 Liability Master**REVISION NUMBER:**

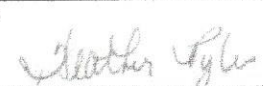
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Y	6808667L278	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Hired/borrowed \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6808667L278	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			CUP3538T654	06/01/2020	06/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCB1028826	06/01/2020	06/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A							

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

Certificate holder reads as WV Division of Rehabilitation Services.

CERTIFICATE HOLDER**CANCELLATION**

WWDRS Randolph Sheppard Program 10 McJunkin Road Nitro WV 25143	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 
--	--

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Additional Named Insureds

Other Named Insureds

New Century II, LLC

Other, Insured Multiple Names

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West Virginia Secretary of State — Online Data Services

Business and Licensing

Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

SUTTLE & STALNAKER, A PROFESSIONAL LIMITED LIABILITY COMPANY

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	6/23/1997		6/23/1997	Domestic	Profit		6/23/2027	

Organization Information			
Business Purpose	5412 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Accounting/Tax Prep/Bookkeeping/Payroll Services (CPAs)		Capital Stock
Charter County	Kanawha	Control Number	0
Charter State	WV	Excess Acres	
At Will Term	T	Member Managed	MGR
	30	Par Value	

At Will Term Years	
Authorized Shares	Young Entrepreneur Not Specified

Addresses	
Type	Address
Designated Office Address	1411 VIRGINIA STREET E SUITE 100 CHARLESTON, WV, 25301
Mailing Address	1411 VIRGINIA STREET, E. SUITE 100 CHARLESTON, WV, 25301 USA
Notice of Process Address	ROBERT NEWTON 1411 VIRGINIA STREET E STE 100 CHARLESTON, WV, 25301
Principal Office Address	1411 VIRGINIA ST E SUITE 100 CHARLESTON, WV, 25301 USA
Type	Address

Officers	
Type	Name/Address
Manager	ROBERT NEWTON 1411 VIRGINIA STREET, E. SUITE 100 CHARLESTON, WV, 25301
Member	ROBERT C. NEWTON 1411 VIRGINIA STREET E STE 100 CHARLESTON, WV, 25301 USA
Member	WALLACE F. SUTTLE, II 1411 VIRGINIA STREET E STE 100

	CHARLESTON, WV, 25301 USA
Member	CHRISTOPHER D. DEWEESE 1411 VIRGINIA STREET E STE 100 CHARLESTON, WV, 25301 USA
Member	CHRISTOPHER S. LAMBERT (SEE COMMENT SCREEN FOR ADD. MEMBERS) 1411 VIRGINIA STREET E STE 100 CHARLESTON, WV, 25301 USA
Organizer	WALLACE F. SUTTLE DAVID H. STALNAKER,ROBERT C. NEWTON HORACE W. EMERY
Organizer	1560 KANAWHA BLVD,EAST,CHAS.WV25311
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
SUTTLE & STALNAKER PLLC	TRADENAME	1/26/2004	
DBA Name	Description	Effective Date	Termination Date

Annual Reports
Filed For
2020
2019
2018
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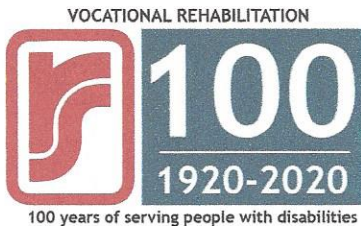
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Date filed

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

Friday, January 15, 2021 — 11:38 AM

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West Virginia Division of Rehabilitation Services
Administrative Offices
State Capitol • P.O. Box 50890
Charleston, West Virginia 25305-0890
P: 304.356.2060 • F: 304.558.1421
Toll-free: 1.800.642.8207
wvdrs.org
Marijane K. Waldron, Director

MEMORANDUM

TO: Charlyn Miller, Procurement, WVDRS

FROM: Candice Ward, Senior Manager, Blind and VI Services,
Randolph Sheppard Program

DATE: January 13, 2021

RE: Justification for emergency purchase for consultation
services with Suttle and Stalnaker for the FBI RFP.

*I concur
Charly Miller
Procurement Manager
1/13/21*

The Randolph Sheppard Program is mandated by federal law 20 U.S.C. § 107 of the Randolph Sheppard Act to respond to federal solicitations for cafeteria services on behalf of West Virginia's Blind Vendors. The FBI in Clarksburg has informed the Division that they will be soliciting through the RFP process proposals for cafeteria services with a short turn around time. We are requesting approval for an emergency contract award to Suttle & Stalnaker, PLLC.

We did not learn of the FBI proposal until December 29th. The FBI request for proposal for cafeteria services is supposed to be released this week. We are required by the Randolph Sheppard Act as the designated State Licensing Agency to respond on behalf of our blind vendor. We will only have two weeks to 30 days to respond. We do not have staff with expertise to respond to the proposal. Suttle and Stalnaker have extensive experience with the Randolph Sheppard Program and with solicitation for the RFP response.

Suttle and Stalnaker is a Nationally recognized CPA firm that has many years of experience and expertise in governmental contracts. They have

expertise in the operation of the Randolph Sheppard Program its laws, rules and regulations and policies governing the operation of the program.

Mr. Chris Deweese, is a CPA and Partner with Suttle and Stalnaker he has worked with the Division of Rehabilitation for many years and has knowledge and experience in assuring all regulations for response are accurate. Suttle and Stalnaker staff have expertise in governmental contracts and will be available to assist with the response to the RFP. Suttle and Stalnaker has provided assistance to the Division for over 20 years and understands our governing state rules, regulations along with RSA guidelines.

The FBI will award the contract and will have a new operator in the cafeteria by March. With the time sensitive response, the technical assistance is essential to assure award of the cafeteria operation to a licensed blind vendor in the Randolph Sheppard Program.

WVDRS as State Licensing Agency for the Randolph Sheppard Program is mandated by law to provide these services and our unit will need technical assistance from Suttle and Stalnaker to assure all mandatories are complied with for the response.

To assure we are in compliance with the government RFP response and to gain the contract with the FBI for the cafeteria operation we are requesting emergency assistance with the expertise of Suttle and Stalnaker.

Thank you.



STATE OF WEST VIRGINIA
Purchasing Division

CERTIFICATION OF NON-CONFLICT OF INTEREST

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

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

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

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified ACT DR321 *50

Su Hie & Stalder

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
Candice Ward, Senior Manager, Blind and Visually Impaired Services	WVDRS	<i>Candice Ward</i> <i>Candice Ward</i>	1/7/21
<i>Charly n Miller</i> Procurement Manager	WVDRS	<i>Chy Miller</i>	1/13/21

State of West Virginia
Division of Rehabilitation Services

WVDRS-04
4/7/2017

PURCHASE REQUISITION

Tm

Payment Method P-Card <input type="checkbox"/> Check <input checked="" type="checkbox"/>	Org. Code 4827	Date 1/8/2021	Form ACT	Requisition No. WRS 21 x 50
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Invoice to:
WVDRS Rehab Programs
10 McJunkin Road
Nitro, WV 25143
Attn: Shawn Stover
Phone: 304-760-7177

Account Classification: 8734-4827
8734-4827-13800-3206-4294
P-Card Holder: BS FY2021 Deborah Pinson

Ship to:
WVDRS - Rehab Programs
10 McJunkin Road
Nitro, WV 25143
Attn: Shawn Stover
Phone: 304-760-7177

Originator Signature: _____ Date: _____

Vendor name and Address
Suttle & Stalnaker, PLLC
1411 Virginia St. East, Suite 100
Charleston, WV 25301
Attn: Chris DeWeese
Phone: 304-415-4827 Fax: 304-343-8008

Justification: [Attach separate sheets and signed non-conflict form if needed.]
To assist the WV Division of Rehabilitation Services in preparation of the response to the request for proposal issued by the FBI for the cafeteria in north central WV. Assist in writing the full response to the request and provide technical assistance as needed.
Emergency purchase per the attached memo.

Item	Quantity	Description	Extended Price
1		Contract for services at the rate of \$250.00 per hr not to exceed \$25,000.00 for entire term of contract. Dates of service 1/14/2021 to 4/1/21	\$ 25,000.00
Total			\$25,000.00

RECEIVED
JAN 12 2021
Fiscal Div. of Rehab Services

Supervisor: <i>Candice Ward</i> 1/11/21	Deputy Director: <i>Maryann K. Ward</i> 1-11-21
Assistant Director: <i>Frank G. Bedas</i> 1-21-21	Procurement Manager: <i>Chy Mil</i> 1/13/21