



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

# State of West Virginia Master Agreement

Order Date: 03-03-2026

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:	CMA 0100 0100 GOV2600000002 1	Procurement Folder:	1918260
Document Name:	Performance Evaluation Audit	Reason for Modification:	AWARD OF CSSD GOV2600000001
Document Description:	Performance Evaluation Audit		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2026-02-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2027-02-14

VENDOR		DEPARTMENT CONTACT		
Vendor Customer Code:	VS0000007708	Requestor Name:	Bonny Bramble	
BDO USA PC		Requestor Phone:	(304) 558-2000	
8401 GREENSBORO DR STE 800		Requestor Email:	bonny.a.bramble@wv.gov	
MCLEAN	VA 22102			
US				
Vendor Contact Phone:	7033361456			
Extension:				
Discount Details:		<div style="font-size: 48px; font-weight: bold;">2026</div> <div style="font-weight: bold;">FILE LOCATION</div>		
Discount Allowed	Discount Percentage			Discount Days
#1 No	0.0000			0
#2 No				
#3 No				
#4 No				

INVOICE TO	SHIP TO
FISCAL MANAGER OFFICE OF THE GOVERNOR 1900 KANAWHA BLVD E  CHARLESTON WV 25305-0370  US	RESOURCE ADMINISTRATOR OFFICE OF THE GOVERNOR 1900 KANAWHA BLVD E  CHARLESTON WV 25305  US

*CR 3-9-26*

Total Order Amount:	Open End
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Purchasing Division's File Copy

*TW 3/3/26*  
 PURCHASING DIVISION AUTHORIZATION  
 DATE: *Murphy 3/09/2026*  
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
 DATE: *John S. Gray*  
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
*Cody Payne*  
 DATE: *3-18-26*  
 ELECTRONIC SIGNATURE ON FILE

*3/18/2026*

**Extended Description:**

The vendor, BDO USA LLP agrees to enter into this open-end contract with The West Virginia Office of the Governor to provide consulting services for a performance evaluation for systems, operations, programs and activities as detailed in the attached Statement of Work and Cost sheet.

Effective Dates 2/15/26 - 2/14/27

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101506				0.000000
	<b>Service From</b>	<b>Service To</b>		<b>Service Contract Amount</b>	
				0.00	

**Commodity Line Description:** Performance Evaluation Auditing Services \*PER COST SHEET\*

**Extended Description:**

Performance Evaluation Auditing Services

SEE ATTACHMENT A COST SHEET



8401 Greensboro Dr, Suite 800  
McLean, VA 22102  
[www.bdo.com](http://www.bdo.com)

February 9, 2026

Jamion Wolford – Chief Financial Officer  
West Virginia Governor’s Office  
900 Kanawha Blvd. East  
Charleston, WV 25305

Re: **Statement of Work – Related to State Purchasing Terms and Conditions dated August 22, 2025**

Dear Jamion,

This Statement of Work (“SOW”) is provided to the State of West Virginia, specifically the West Virginia Governor’s Office (“Client”) for the services described below (the “Services”), which Services may be modified upon our mutual written agreement (email shall suffice).

Client acknowledges that Client previously executed the State’s Purchasing Terms and Conditions dated August 22, 2025, which are incorporated by reference into this SOW. The Services Agreement along with this SOW constitutes the Agreement for Professional Services (“Agreement”) between BDO USA (“BDO” or “we”) and Client. CMA GOV2600000001

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 start date for the SOW shall be February 15, 2026 with work anticipated to proceed for up to eight months from project initiation. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Services Agreement applies only to the Services (described below) provided under this SOW.

**Russian Ownership or Control**

By executing this SOW, 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.

<sup>(1)</sup>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.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

## **Scope of Services**

The State of West Virginia Office of the Governor seeks BDO's assistance in conducting an independent, objective, and reliable performance evaluation of selected departments. The goal is to assess compliance with laws and regulations, promote impartiality, efficiency, and effectiveness, and provide actionable recommendations to improve transparency, accountability, and value to stakeholders and residents. This evaluation will also include gap, risk, and redundancy analysis, as well as stakeholder engagement and expert advisory support.

To ensure a thorough and efficient evaluation process, the State of West Virginia has adopted a phased, tranche-based approach for departmental performance reviews. The initial tranche included the Departments of Transportation, Human Services, and Homeland Security. Building on the insights and methodologies established in the first round of departmental efficiency audits, BDO has strategically proposed the grouping of remaining departments within each tranche to balance size, complexity, and interrelatedness, thereby maximizing time and cost efficiency, and balancing the level of effort and impact imparted upon the State. This grouping was determined using criteria such as annual budgets, headcounts, and departmental focus areas. The current scope pertains to the proposed second tranche, which includes the Departments of Administration, Commerce, and Environmental Protection.

Each Department's review will follow a consistent process, with all three Department reviews staggered for completion throughout the course of the engagement under a schedule to be established in coordination with the Governor's Office.

### **Phase 1: Background Review, Stakeholder Engagement, and Initial Assessment**

- Review relevant laws, regulations, and departmental documentation
- Analyze prior audit reports, memos, and working papers
- Gather and incorporate stakeholder feedback
- Assess organizational structure, strategic priorities, and risk management practices

### **Phase 2: Gap/Risk Identification, Performance Evaluation, and Strategic Planning**

- Identify areas of non-compliance and inefficiency
- Identify operational gaps, risks, and redundancies
- Evaluate current operations, programs, and activities
- Benchmark departmental performance against best practices
- Conduct root cause analysis of identified issues
- Identify areas not adding value and opportunities for improvement

- Develop recommendations for enhanced efficiency, effectiveness, and risk mitigation
- Recommend changes to organizational structure and strategic priorities
- Facilitate stakeholder input sessions to gather feedback and suggestions

### **Phase 3: Reporting, Recommendations, and Stakeholder Feedback**

- Prepare detailed evaluation reports for each department, including gap, risk, and redundancy analysis
- Present findings and recommendations to executive leadership
- Facilitate feedback sessions with stakeholders and residents
- Establish mechanisms for ongoing advisory support and continuous improvement

## **Proposed Departmental Groupings**

### **Tranche 2 (Current Scope):**

- Department of Administration
- Department of Commerce
- Department of Environmental Protection

### **Tranche 3 or 4:**

- Department of Health Facilities
- Department of Health
- Bureau of Senior Services

### **Tranche 3 or 4:**

- Department of Revenue
- Department of Veterans Assistance
- Department of Tourism

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

## **Assumptions**

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

- ▶ BDO will be able to hold information-gathering sessions with key the Governor's Office personnel to gather information required for creating project deliverables in a timely manner.
- ▶ The Governor's Office 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 timetable due to unavailability of information or resources from the Governor's Office or its vendors.
- ▶ The information supplied to BDO to create this SOW is accurate and will not substantially change.
- ▶ Each of the Governor's Office and BDO hereby agrees that the Governor's Office shall not provide any controlled unclassified information (CUI), or classified information, or International Traffic in Arms Regulations (ITAR) data (the "Subject Information") to BDO or access to the Subject Information to BDO.
- ▶ The Governor's Office will provide a single point of contact for all project activities.
- ▶ The Governor's Office will provide the logistics for meetings including; room arrangements, transportation and other incidentals related to on-site visits.
- ▶ When the project team is working on-site, the Governor's Office will provide appropriate workspace with access to wifi/internet, phones, copiers, printers, etc.
- ▶ The Governor's Office, and as necessary, its advisors, will make timely decisions regarding approach, review of deliverables, completion of any questionnaires distributed and personnel interviews.
- ▶ The Governor's Office 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.
- ▶ The Governor's Office 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.

### **Fees**

Our charges for the Services within the described scope of work will be billed on a fixed fee basis at the sum of \$968,000.

Should the State deem it necessary to address any additional goals or objectives related to the strategic assessment and management consulting services described within, our charges will be billed on a time and materials basis at our current negotiated rates with the State (shown in Exhibit A), which represent an average discount of approximately 45% from Standard. In accordance with firm-wide adjustments, these rates will increase 5% effective August 1<sup>st</sup>, 2026, and annually thereafter.

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 or Addendum.

### **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. BDO values your business and looks forward to many years of providing quality professional services to you.

Very truly yours,

BDO USA

By: \_\_\_\_\_  
Name: Corey Eide  
Title: Principal

**Acknowledged and Agreed:**

**This Statement of Work correctly sets forth the understanding of the parties. 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 the applicable party hereto.

West Virginia Governor's Office

By: \_\_\_\_\_  
Name: Jamion Wolford  
Title: Authorized Signatory

EXHIBIT A

<b>Resource</b>	<b>Standard Rate</b>	<b>WV Negotiated Rates</b>
Principal	\$835	\$400
Managing Director	\$775	\$400
Director	\$660	\$340
Senior Manager	\$595	\$275
Manager	\$540	\$275
Senior Associate	\$435	\$220
Experienced Associate	\$350	\$220
Associate	\$280	\$220

In accordance with firm-wide adjustments, these rates will increase 5% effective August 1<sup>st</sup>, 2026, and annually thereafter.

**REQUEST FOR PROPOSAL**  
(Agency Name and RFP #)

**ATTACHMENT A: CMA GOV2600000001**

begins on next page.



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

# State of West Virginia Master Agreement

Order Date: 08-22-2025

CORRECT ORDER NUMBER MUST  
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 AND SHIPPING PAPERS. QUESTIONS  
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 CONTACT.

Order Number:	CMA 0100 0100 GOV2600000001 1	Procurement Folder:	1732742
Document Name:	Performance Evaluation Audit	Reason for Modification:	AWARD OF CRFP GOV2600000001
Document Description:	Performance Evaluation Audit		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2025-08-22
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-08-21

VENDOR		DEPARTMENT CONTACT																
Vendor Customer Code:	VS0000007708	Requestor Name:	Kimberly L Miller															
BDO USA PC		Requestor Phone:	(304)352-4126															
8401 GREENSBORO DR STE 800		Requestor Email:	kimberly.l.miller@wv.gov															
MCLEAN	VA 22102																	
US																		
Vendor Contact Phone:	7033361456																	
Extension:																		
Discount Details:		<h1>2026</h1> <p>FILE LOCATION _____</p>																
	<table border="1"> <thead> <tr> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1 No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2 No</td> <td></td> <td></td> </tr> <tr> <td>#3 No</td> <td></td> <td></td> </tr> <tr> <td>#4 No</td> <td></td> <td></td> </tr> </tbody> </table>			Discount Allowed	Discount Percentage	Discount Days	#1 No	0.0000	0	#2 No			#3 No			#4 No		
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INVOICE TO	SHIP TO
FISCAL MANAGER OFFICE OF THE GOVERNOR 1900 KANAWHA BLVD E  CHARLESTON WV 25305-0370  US	RESOURCE ADMINISTRATOR OFFICE OF THE GOVERNOR 1900 KANAWHA BLVD E  CHARLESTON WV 25305  US

*CR 8-25-25*

Total Order Amount: \_\_\_\_\_ Open End

Purchasing Division's File Copy

*RW 8/22/25*  
 PURCHASING DIVISION AUTHORIZATION  
 DATE: *8/25/2025*  
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM  
 DATE: *8/26/2025*  
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION  
 DATE: *8-26-25*  
 ELECTRONIC SIGNATURE ON FILE

*8/26/2025*

**Extended Description:**

The vendor, BDO USA LLP agrees to enter into this open-end contract with The West Virginia Office of the Governor to provide consulting services for a performance evaluation for systems, operations, programs and activities as detailed in the attached

Effective Dates 8/22/25 - 8/21/26

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101506				0.000000
	<b>Service From</b>	<b>Service To</b>			<b>Service Contract Amount</b>
				0.00	

**Commodity Line Description:** Performance Evaluation Auditing Services \*PER COST SHEET\*

**Extended Description:**

Performance Evaluation Auditing Services

SEE ATTACHMENT A COST SHEET

**REQUEST FOR PROPOSAL**  
**OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**  
**CRFP GOV2500000**

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- 4. Section 3: General Terms and Conditions**
- 5. Section 4: Project Specifications**
- 6. Section 5: Vendor Proposal**
- 7. Section 6: Evaluation and Award**
- 8. Certification and Signature Page**

**SECTION 1: GENERAL INFORMATION**

**1.1. Introduction:**

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Office of the Governor (hereinafter referred to as the "Agency") to provide an extensive departmental evaluation on performance encompassing the Department of Human Services, Department of Homeland Security and the Department of Transportation to be evaluated separately, but concurrently. Vendors shall submit a proposed methodology to achieve the project goals and objectives set within this Request for Proposal.

The RFP is a procurement method in which vendors submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the vendor's technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

**REQUEST FOR PROPOSAL**  
**OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**  
**CRFP GOV2500000**

**SECTION 2: INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**Instructions begin on the next page.**

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

**3. PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

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

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

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

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

**Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.**

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

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

**Submission Deadline: Wednesday July 9, 2025 @ 3:00 p.m.**

**Submit Questions to: Toby L Welch  
2019 Washington Street, East Charleston, WV 25305  
Fax: (304) 558-3970  
Email: Toby.L.Welch@wv.gov**

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

**Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.**

**A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.**

**VENDOR NAME:**

**BUYER:** Toby L Welch

**SOLICITATION NO.:** CRFP GOV2500000001

**BID OPENING DATE:** Wednesday July 23, 2025

**BID OPENING TIME:** 1:30 p.m.

**FAX NUMBER:** 304-558-3970

**Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.**

**Bid Delivery Address and Fax Number:**

**Department of Administration, Purchasing Division 2019 Washington Street East**

**Charleston, WV 25305-0130**

**Fax: 304-558-3970**

**For Request for Proposal (“RFP”) Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus <sup>zero (0)</sup> convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery or via delivery by mail).

**Bid Opening Date and Time:** 7/23/25 @ 1:30 p.m.

**Bid Opening Location:**

**Department of Administration, Purchasing Division**

**2019 Washington Street East**

**Charleston, WV 25305-0130**

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

**11. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf).

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

**16. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

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

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

**19. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

**20. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

**21. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

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

**REQUEST FOR PROPOSAL**  
**OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**  
**CRFP GOV2500000**

**SECTION 3: GENERAL TERMS AND CONDITIONS**

Terms and conditions begin on the next page.

## **NEGOTIATED BDO 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. The terms "Vendor" and "BDO" are used interchangeably herein. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
  - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
  - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
  - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
  - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

**Term Contract**

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

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

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

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

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

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

the contract will continue for \_\_\_\_\_ years;

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

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

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

**Other:** Contract Term specified in \_\_\_\_\_

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

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

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

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

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

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

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

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the

Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

**[Appendix A: Non-Disclosure Agreement]**

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

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

Vendor must maintain:

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

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

**Cyber Liability Insurance** in an amount of: \$5,000,000  
in total.

[ ]

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

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it. Both Vendor and State hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

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

[ ] \_\_\_\_\_ for \_\_\_\_\_.

[ ] Liquidated Damages Contained in the Specifications.

[x] Liquidated Damages Are Not Included in this Contract.

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

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

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding

the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

- 15. FEES AND EXPENSES.** The fees and expenses under this Agreement shall be set forth in the applicable SOW. If no SOW is in place, fees will be at our standard rates, or rates otherwise agreed to, and related expenses will be charged to Client. BDO may charge additional fees if Client requests that BDO perform services in addition to the Services described in any SOW. The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this Agreement. Unless otherwise agreed to in a SOW, our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.
  
- 16. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and PCard. (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.)
  
- 17. 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.
  
- 18. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

- 19. 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.
- 20. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- 21. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.
- 22. 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.
- 23. 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.
- 23.1 SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.
- 24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. WARRANTY:** The Vendor expressly warrants that services covered by this Contract will:-be performed with care, skill, and diligence in accordance with commercially reasonable professional standards.
- 30. 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.

**31. 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. 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 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"), as well as communications which are deemed to be "internal" and/or "deliberative." 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 BDO is providing tax services for the Client, 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.

- 32. 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.

**33. [Reserved.]**

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

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

**36. 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. The 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.

Vendors 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.

37. **INDEMNIFICATION; LIMITATION OF LIABILITY:** The Vendor agrees to indemnify, defend, 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 damage arising out of the provision of the Services hereunder by the Vendor, its officers, employees, or subcontractors. Except for damages resulting from fraud and intentional misconduct and to the extent permissible by W.Va. Code §5A-3-62 and other applicable law, Vendor'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 three times the dollar amount of fees charged to the State by the Vendor in the previous 12 months, provided that the Vendor maintains Cyber Liability Insurance in the amount of \$5,000,000 to protect the State from risk of loss in the event of data breach. In no event shall Vendor 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.

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

in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

**39. 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.

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

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

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

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

**42. 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.

**43. 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.

**44. THIRD-PARTIES AND USE.** All Services and deliverables hereunder shall be solely for State's use and benefit pursuant to the relationship established in this Agreement. This engagement does not create privity between BDO 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 for any purpose, on the Services or deliverables of BDO hereunder.

- 45. BDO'S RESPONSIBILITIES.** BDO's services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO 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 BDO in writing to do so.
- 46. CLIENT RESPONSIBILITIES.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with the State regarding these Services. The State understands and agrees that BDO will not perform management functions or make management decisions on behalf of the State. However, BDO will provide advice and recommendations to assist management of the State in performing its functions and fulfilling its responsibilities. In connection with BDO'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 BDO; (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 BDO to be independent, in both fact and appearance, with respect to the State in the performance of these Services, any discussions that the State has with personnel of BDO regarding employment could pose a threat to BDO's independence. Therefore, the State shall inform BDO prior to any such discussions to ensure BDO can implement appropriate safeguards to maintain independence.
- 47. OWNERSHIP OF WORKING PAPERS.** In connection with the performance of the Services, BDO will prepare records and deliverables as set forth in the SOW. BDO also will prepare documents that support the vendor's 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 BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.
- 48. SUBPOENAS.** If the state requests BDO to object to or respond to, or BDO 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 obtained and/or prepared during the course of this or any prior engagements with the State, the State agrees to compensate BDO for all time BDO expends in

connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

- 49. EMAIL COMMUNICATIONS.** BDO disclaims and waives, and the the State releases BDO 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 BDO in connection with the performance of the Services.
- 50. EXTERNAL COMPUTING OPTIONS.** If, at the State's request, any member of the BDO 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 BDO's standard security protocol, the State acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims and the State agrees to release BDO Group for, all liability arising out of or related to the use of such External Computing Options.
- 51. 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 Supplements ("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 BDO relies on this information in order to fulfil its own compliance obligations, the Client shall not provide or otherwise make available Restricted Federal Data to BDO or its employees unless expressly agreed to in advance in writing by BDO. If the State becomes aware that any known or suspected Restricted Federal Data will be or has been disclosed to BDO by the State or otherwise in connection with the Services, the State will (a) immediately notify BDO in writing to [regulatedgovtdata@bdo.com](mailto:regulatedgovtdata@bdo.com) and will cease any further transfer of such data unless and until BDO 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 BDO in the investigation of and response of any known or suspected Restricted Federal Data that the State has disclosed to BDO 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.


- 52. INTELLECTUAL PROPERTY.** BDO 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 State's Confidential Information (as defined above). BDO 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 ("BDO 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 BDO's or its agents' Intellectual Property or proprietary information by the Client is strictly prohibited.
- 53. LICENSING REPRESENTATION.** To the extent necessary for BDO 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 BDO 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 BDO's request, the State will provide BDO 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 herein. The State hereby releases BDO Group from all claims and liabilities resulting from (i) BDO's reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO. This release only applies to the extent that BDO has relied on Licensing Representation or third-party software or services that are expressly required by the State.

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

(Printed Name and Title) David Clark, Managing Director  
(Address) 421 Fayetteville Street, Suite 300, Raleigh, NC 27601  
(Phone Number) / (Fax Number) Ph: 919-278-1954 F: 919-754-9369  
(email address) dclark@bdo.com

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

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

BDO USA, PC  
(Company)  
  
(Signature of Authorized Representative)  
Aaron Raddock, Managing Principal August 22, 2025  
(Printed Name and Title of Authorized Representative) (Date)  
703-336-1693  
(Phone Number)  
araddock@bdo.com  
(Email Address)

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**SECTION 4: PROJECT SPECIFICATIONS**

**Instructions begin on the next page.**

# **REQUEST FOR PROPOSAL**

## **OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**

### **CRFP GOV2500000**

#### **SECTION 4: PROJECT SPECIFICATIONS**

- 4.1. Background and Current Operating Environment:** The State of West Virginia – Office of the Governor, seeks to utilize this Request for Proposal (RFP) to solicit proposals from interested and experienced firms and/or individuals to perform an independent, objective and reliable performance evaluation of whether systems, operations, programs, or activities operate in accordance with existing laws, and regulations while promoting impartiality, efficiency and effectiveness. The main objective of this evaluation is to evaluate and make recommendations to improve economical and effective performance of the departments in their charge to serve the residents of West Virginia while also promoting accountability and transparency. The evaluation should identify areas in which the departments are not adding value to stakeholders and residents and identify opportunities to add value. This evaluation is also intended to promote transparency by affording all stakeholders input and insight into the evaluation and suggestions for improving the outcomes of the department. The evaluation should provide useful information to residents on the role, limitations, and activities of the departments in charge.
- 4.2. Project Goals and Proposed Approach:** The purpose of this solicitation is to secure a qualified firm or individual to perform three (3) separate and concurrent evaluations to be completed with a goal of 6 months from the kickoff meeting, and make recommendations to improve the transparent, economical, and effective performance of the departments in its charge to serve the residents of West Virginia while also promoting accountability and transparency. The successful proposer is expected to provide recommendations, unique to each department referenced above, as outlined under the deliverables section of this proposal and as provided below.
- 4.2.1** The evaluation should include a methodology and approach for identifying areas in which the department is not adding value for stakeholders and residents and identify opportunities to add value.
- 4.2.2** The Vendor should have the capability to provide studies, analysis, strategic plans, and reports on the Agency's operations to assess gaps, identify risks and redundancies, and inform executive level decisions regarding the organization, structure, and strategic priorities of the Agency.
- 4.2.3** Additionally, the Vendor's services should include the provision of expert advice, assistance, or guidance in support of the Agency's mission-oriented business functions..
- The Vendor should describe its approach and methodology to providing the service inclusive of meeting the goals/objectives identified below.
- 4.3 Project Goals and Objectives:** Vendor should describe its approach and methodology to provide the service or solve the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches. The project goals and objectives are listed below.
- 4.3.1.** Vendor should provide a methodology and explain how they would conduct a performance evaluation to provide objective analyses, findings, conclusions, and recommendations to assist with improving program performance and operations, ensuring and

# **REQUEST FOR PROPOSAL**

## **OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**

### **CRFP GOV2500000**

promoting a culture of high performance, and contributing to accountability, transparency and public information.

**4.3.2 Vendors should explain how they review and evaluate the department's performance metrics against industry standards and best practices.**

**4.3.3 Vendor should demonstrate how they would provide a comprehensive performance evaluation which includes assessments of program(s) effectiveness, fairness, and efficiency.**

**4.3.4 Vendor should explain their methodology and approach on how to recommend measures designed to add value, improve the organization's operations, and ensure consistency in the application of laws, codes, and other regulations.**

**4.3.5 Vendor should explain their methodology on how they plan to recommend measures designed to add value, improve the organization's operations, and ensure consistency in the application of laws, codes, and other regulations.**

**4.3.6 Vendors should explain how their approach on identifying strengths and weaknesses of the departmental organizational structure, operating procedures and systems, utilization of technology, and allocated resources, to determine the most cost-effective and strategic way to meet current and future needs, taking into account stakeholder partnerships that exist or could be created within other departments, in the State, or in the private sector.**

**4.3.7 Vendors should explain and demonstrate how they incorporate benchmarking with similar departments in other governments comparable to the State of West Virginia, with emphasis placed on identifying those regarded as employing best practices.**

**4.3.8 Vendors should explain their methodology on how they would recommend practical, achievable and realistic revisions/adjustments to reporting relationships, position titles and job functions that would:**

- Clarify roles, responsibilities and authority of staff.
- Eliminate duplication and overlap of responsibilities within the departments and between other departments.
- Improve the delivery time and quality of services provided by the departments.
- Improve communication between departments.

**4.3.9 Vendor should attach a project schedule with relevant milestone dates with their proposal, whether it be more or less than 6 months. Vendors should speak to the timeline they would require completing each milestone.**

**4.3.10 The selected vendor should assess the current technology environment, including hardware, software, and infrastructure, to identify any limitations, inefficiencies, or gaps. As part of this effort, the vendor should detail how these findings will be incorporated into a comprehensive report. This report should clearly highlight specific opportunities for technology**

# **REQUEST FOR PROPOSAL**

## **OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**

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enhancements for improvement and provide strategic, actionable recommendations for enhancement. Recommendations should emphasize the adoption of modern technologies that align with industry's best practices and support the Agency's long-term goals.

**4.3.11 Additional/Optional Services** – It may be necessary to analyze additional goals and objectives related to the performance assessment and consulting services provided. These additional/optional services would be performed utilizing the hourly rates provided in **Attachment A: Cost Sheet**. The Vendor should include in its proposal an approach to determining which additional goals and objectives may be necessary as a result of the organizational assessment and strategic plan.

**Additional/Optional Services** should be purchased on an as-needed basis, through specific delivery orders at the hourly rates detailed in **Attachment A**. Each delivery order should include the necessary staff quantities to be purchased and the specific scope of strategic assessment and management consulting services to be performed

**4.4 Mandatory Project Requirements** – The following mandatory requirements relate to the objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe in detail how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

**4.4.1** Vendor shall review the current organizational structure of the departments and their current procedures and systems, and the resources allocated to the departments, with regards to the operational requirements including objectives that have been assigned to the departments.

**4.4.2** Vendors shall review and analyze the department's policies, procedures, and programs, identifying the respective departments' compliance with federal and state laws, regulations, statutes and administrative rules.

**4.4.3.** Vendors must take an inventory of all the services provided by the departments generally (summary form) and the divisions in particular and identify the resources applied to each of these services.

**4.4.4** Vendors must compile and review pertinent background information including:

- Current departmental organization charts and staff count.
- Position descriptions and skills/competencies required (as necessary).
- Major background reports or studies that would be beneficial, including the most recent internal service delivery reviews (as necessary).
- General industry service norms or standards for delivery of services under the responsibility of the Departments

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**4.4.5 Vendors must work with the Governor's Office and stakeholders, (if necessary) to obtain and analyze background information to identify significant patterns and trends in perceptions regarding the current level of services provided, organization structure, reporting relationships, and positions, from which a structured questionnaire would be prepared to obtain pertinent information from employees and stakeholders, to include:**

- Identification of strengths and weaknesses.**
- Relations with other State departments including the extent and nature of interaction.**
- Services including suggestions/comments for improving the quality of services provided, cost- saving initiatives and on-time delivery; and**
- Prioritize improvement suggestions**

**4.4.6 The vendor shall provide assistance to the Office of the Governor in planning and communicating the project and timeline to the staff and others as necessary throughout the duration of this project.**

**4.4.7 The vendor shall meet with the Governor's Office as requested to give status updates and provide any preliminary or status reports.**

**4.4.8 The vendor shall share a draft final report, specific to each department, including an executive summary, and review of project findings and proposed recommendations with the Governor's Office prior to finalizing the report. The evaluation report must be comprehensive, timely, reader-friendly and balanced. The report must be clear and concise and phrased in unambiguous language. The report shall be constructive, contribute to better knowledge, and highlight any necessary improvements. The recommendations contained in the report must be constructive and contribute to addressing the weaknesses or problems identified by the evaluation. Recommendations shall be well-founded and add value. They shall address the causes of problems and/or weaknesses and provide a framework for continuous improvement. Each recommendation shall also identify who is responsible for taking any initiative, what the recommendation means and how they will contribute to better performance.**

**4.4.8.1 The draft report shall remain confidential and publishing rights will be solely within the authority of the West Virginia Governor's Office.**

**4.4.9 The vendor shall be responsible for creating and providing appropriate content and presentation material to effectively communicate the findings and recommendations contained in the final report.**

**4.4.10 The vendor must issue recommendations on how to deliver services in a more efficient and cost-effective manner by identifying key trends and patterns in service**

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### **CRFP GOV2500000**

delivery, and identify improvements, best practices, and a continuous improvement framework that can be applied to the departments.

**4.4.11 Vendors must comply with all current and future security and privacy policies and procedures of the Department and the West Virginia Office of Technology (WVOT), which can be found at the following links: <http://www.wvdhhr.org/mis/policies.asp> <https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>**

**4.5 Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.5.1 Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.5.1.1** The vendor should demonstrate that they have the expertise, resources, capacity, capability, and experience to provide the services concurrently, as requested. Such qualifications should be fully evident within the proposal.

**4.5.1.2** The vendor's proposal should offer examples of the proposer's experience in similar projects.

**4.5.1.3** The vendor's proposal should clearly define the organization of the firm, listing management and staff and explain the history and structure of the company.

**4.5.1.4** The vendor should show demonstrated capabilities.

**4.5.1.5** The vendor's proposal should demonstrate the proposer's comprehension of the required work outlined in the Purpose and Scope of Services of this request for proposal. Further, the submitted proposal should describe any other facets of your firm's experience that is relevant to this proposal that have not been previously described and that you feel warrant consideration.

**4.5.2 Mandatory Qualification/Experience Requirements –** The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be

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included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.5.2.1 The vendor must describe and have used structured methodologies or frameworks for performance optimization (e.g., root cause analysis, risk-based auditing, Lean Six Sigma).**

**4.5.2.2 The vendor must disclose any existing or potential conflicts of interest that could impair objectivity or independence in conducting the consulting engagement.**

**4.5.2.3 The vendor must comply with data protection standards and confidentiality agreements to safeguard sensitive information uncovered during the engagement. Proposals must outline data handling procedures aligned with HIPAA, FERPA, FISMA, or other relevant privacy regulations (as applicable).**

**4.5.2.4 The vendor must sign a nondisclosure agreement related to all data, discoveries, information and recommendations uncovered during the course of the review of each department. All documents, work products, and other related materials must remain confidential, and shall be considered the property of the West Virginia Governor's Office. Failure to sign the nondisclosure agreement may be grounds for disqualification.**

**4.5.2.5 The vendor must disclose any history of litigation, investigations, fines, or enforcement actions related to fraud, unethical conduct, or failed performance within the past seven (7) years. Failure to disclose may result in disqualification or contract termination.**

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**SECTION 5: VENDOR PROPOSAL**

**Instructions begin on the next page.**

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**SECTION 5: VENDOR PROPOSAL**

**5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.

**5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**5.3. Proposal Format:** Vendors should provide responses in the format listed below:

**5.3.1. Two-Part Submission:** Vendors must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.

**5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**5.3.3. Table of Contents:** Clearly identify the material by section and page number.

**5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.

**Proposal Submission:** All proposals (both technical and cost) must be submitted to the Purchasing Division prior to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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**SECTION 6: EVALUATION AND AWARD**

**Instructions begin on the next page.**

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**SECTION 6: EVALUATION AND AWARD**

- 6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.
- 6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

**Evaluation Point Allocation:**

Project Goals and Proposed Approach (§ 4.2)	(30) Points Possible
Project Goals and Objectives (§ 4.3)	
Mandatory Project Requirements (§ 4.4)	
Qualifications and Experience Generally (§ 4.5.1)	(35) Points Possible
Qualifications and Experience Mandatory (§ 4.5.2)	(5) Points Possible
<b><u>Total Technical Score:</u></b>	<b><u>70 Points Possible</u></b>
<b><u>Total Cost Score:</u></b>	<b><u>30 Points Possible</u></b>
<b><u>Total Proposal Score:</u></b>	<b><u>100 Points Possible</u></b>

- 6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

# Certification and Signature Page

## **REQUEST FOR PROPOSAL** **OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT** **CRFP GOV2500000**

**Proposal 1:** Step 1 –  $\$1,000,000 / \$1,000,000 =$  Cost Score Percentage of 1 (100%)  
Step 2 –  $1 \times 30 =$  Total Cost Score of 30

**Proposal 2:** Step 1 –  $\$1,000,000 / \$1,100,000 =$  Cost Score Percentage of 0.909091 (90.9091%)  
Step 2 –  $0.909091 \times 30 =$  Total Cost Score of 27.27273

**6.8. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

BDO USA, P.C.

(Company)

Andrea Espinola Wilson, Assurance Principal



(Representative Name, Title)

301-354-0760

(Contact Phone/Fax Number)

7/22/25

(Date)

# Receipt of Addenda

	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Proposals Consulting
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<b>Proc Folder:</b> 1732742 <b>Doc Description:</b> Addendum No 1 - Performance Evaluation Audit		<b>Reason for Modification:</b> Addendum No 1 is issued to publish Questions and Answers
<b>Proc Type:</b> Central Master Agreement		
<b>Date Issued</b> 2025-07-11	<b>Solicitation Closes</b> 2025-07-23 13:30	<b>Solicitation No</b> CRFP 0100 GOV2600000001
		<b>Version</b> 2

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:  
 Vendor Name : BDO USA, P.C.  
 Address :  
 Street : 8401 Greensboro Dr., Suite 800  
 City : McLean  
 State : VA Country : USA Zip : 22102  
 Principal Contact : Nic Nunn-Farun  
 Vendor Contact Phone: 314-889-1183 Extension:

**FOR INFORMATION CONTACT THE BUYER**

Toby L Welch  
 (304) 558-8802  
 toby.l.welch@wv.gov

Vendor Signature X  FEIN# 13-5381590 DATE 7/22/25

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

**ADDITIONAL INFORMATION**

Addendum No 1 is issued for the following reason:

1) To publish a copy of Vendor questions with the Agency Responses.

--no other changes--

\*\*\*\* Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

INVOICE TO			SHIP TO		
GOVERNORS MANSION 1716 KANAWHA BLVD E			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
CHARLESTON	WV	25305	No City	WV	99999
US			US		

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Performance Evaluation Auditing Services				

Comm Code	Manufacturer	Specification	Model #
80101506			

**Extended Description:**  
Performance Evaluation Auditing Services

Vendors MUST fill out Cost Sheet included as an attachment and separate from the technical proposal. Labeling each respectively. See Section 6 of the Instructions to Bidders

**\*\*ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED\*\***

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2025-07-09

**SOLICITATION NUMBER: CRFP GOV2600000001**

**Addendum Number: 1**

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**The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.**

**Applicable Addendum Category:**

- Modify bid opening date and time**
- Modify specifications of product or service being sought**
- Attachment of vendor questions and responses**
- Attachment of pre-bid sign-in sheet**
- Correction of error**
- Other**

**Description of Modification to Solicitation:**

**Addendum No 1 is issued for the following reasons:**

- 1) To publish vendor's questions with their responses.**
- no other changes—**

**Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.**

**Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.**
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.**

# ATTACHMENT A

## **CRFP GOV2600000001**

### **PERFORMANCE EVALUATION AUDIT**

**Q.1** how is the funding broken down on those 3 agencies? Any Federal funding or grants that will pass through the Governor's Office?

**A.1** – All of the funds associated with this have been allocated and will be under the complete control of the Office of the Governor. It will be direct billing and payment through the Governor's Office (Agency).

**Q.2** Please share the anticipated award date and engagement start and end dates.

**A.2** The award shall be issued as quickly as possible. Per section 4.2; the goal for completion is six (6) months.

**Q. 3** Please clarify whether the Solicitation Number is CRFP GOV2500000001 or CRFP 0100 GOV2600000001.

**A.3** The document number in WVoasis is correct CRFP GOV2600000001.

**Q.4 General.** Could the government please provide a rough order of magnitude for this contract? This will ensure the government receives technical proposals with methodologies designed to achieve the project's goals and objectives within the budgeted amount.

**A.4** The bid documents contain a summary, goals, and objectives that explain the magnitude. The vendor shall provide a proposal and present their methodologies they believe will meet the requirements and needs of the State.

**Q.5 General.** Could the government please provide an estimate for what percentage of the work is expected to be performed onsite vs. at the contractor's location? If all work can be performed remotely, are there project milestones that the government prefers in-person presence? (e.g., kick-off meeting, presentation of final report)

**A.5** The Agency does not have a preference, but the vendor must have flexibility. There will be times that in-person meetings are required. Additionally, Specification 4.3.9 states "Vendor should attach a project schedule with relevant milestone dates with their proposal, whether it be more or less than 6 months. Vendors should speak to the timeline they would require completing each milestone"

**CRFP GOV260000001**  
**PERFORMANCE EVALUATION AUDIT**

**Q.6 General.** Can the government confirm whether vendor-developed tools, methodologies, or proprietary frameworks would be protected under the nondisclosure agreement, or are all materials submitted considered public record regardless of origin?

**A.6 Pursuant to §29B-1-4. Exemptions.**

(a) There is a presumption of public accessibility to all public records, subject only to the following categories of information which are specifically exempt from disclosure under this article:

(1) Trade secrets, as used in this section, which may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article or trade or a service or to locate minerals or other substances, having commercial value, and which gives its users an opportunity to obtain business advantage over competitors;

**Q.7 General.** Can the government provide more detail on how optional services will be scoped, approved, and funded under task orders?

**A.7** Per Section 4.3.11 *"The Vendor should include in its proposal an approach to determining which additional goals and objectives may be necessary as a result of the organizational assessment and strategic plan"*. The vendor would submit the need and scope of services to be performed, by position and hours, then submit the request to the Agency for approval, and payment via delivery order.

**Q.8 Section 1.7** Currently the submission of electronic bids is disabled on wvOASIS for this opportunity. Would the government be open to enabling electronic bids submitted via the wvOASIS platform and/or via email?

**A.8** No. This requirement cannot be changed.

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**Q.9 Section 1.15 and Section 6.2.** The solicitation states that small businesses will receive preferential treatment equivalent to WV resident businesses. The evaluation criteria does not provide points for small businesses. Would the government consider adding 5 points to the evaluation criteria for small business prime contractors?

**A.9 SWAM Preference:** A non-resident vendor certified as a small, women-owned, or minority-owned (SWAM) business, pursuant to W. Va. Code § 5A-3-59, must be provided the same preference made available to any resident vendor when requested. The SWAM rules found in W. Va. § 148 C.S.R. 22-9 further explain that a non-resident SWAM business will receive the highest preference made available to a resident vendor in the solicitation for which the SWAM business has submitted a bid. In order to obtain this preference, however, a non-resident SWAM business must identify itself as such in writing with the bid and must be properly certified under the rules governing certification pursuant in W. Va. § 148 C.S.R. 22-1 et seq. The Vendor Preference Request form can be accessed online at [www.state.wv.us/admin/purchase/forms.html](http://www.state.wv.us/admin/purchase/forms.html)

**Q.10 Section 4.3.4 / 4.3.5** Could the government please confirm 4.3.4 and 4.3.5 are duplicative requirements?

**A.10 Yes.** These specifications are duplicate

**Q.11 Section 4.3.4 / 4.3.5** Could the government please confirm the term "measures" refers to "performance measures / key performance indicators"?

**A.11 yes,** performance measure enhancements, or improvements.

**Q.12 Section 4.3.9** This section requests vendors "attach" a project schedule. Can the government confirm the project schedule should be built into the methodology section of the technical proposal and not a separate document?

**A.12 You could speak to this in your methodology or attach a separate document. Whichever you feel is better understood in response to the requirement.**

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### **PERFORMANCE EVALUATION AUDIT**

**Q.13 Section 4.5** Does the government have a preference on format for qualifications of staff who will perform the project? (e.g., bios, resumes, table with bullets)

**A.13** We prefer summaries with Bio's with a heavy focus on experience, and certifications. The format must be easily discernable. Full resumes are not necessary.

**Q.14 Section 5.1** The solicitation states the proposal must be "prepared simply and economically." Does the government have a preferred page limit, font size, and/or margin requirements?

**A.14** Vendors should submit a proposal in its entirety that provides a clear, understandable and scorable approach, methodology, and solution. The State has no preference.

**Q.15** Do you have a maximum budget or fee range for all three evaluations?

**A.15** Budget information is not shared with vendors. Vendors should provide fair market pricing for services contained within the specifications. This process evaluates cost and is part of the overall score.

**Q.16** Do you have any expectations or preferences for onsite vs remote work, or can the vendor perform all the work remotely unless certain aspects necessitate onsite work?

**A.16** Vendors need to explain their approach. The Agency only asks for flexibility. There will be times that in-person meetings are required

**Q.17** Should vendor travel costs, if necessary, be included in the final price or will the State reimburse the vendor for any necessary travel costs?

**A.17** Vendors need to provide an all-inclusive, firm fixed pricing.

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**PERFORMANCE EVALUATION AUDIT**

**Q.18** The cost sheet shows we are to submit individual prices for all 3 evaluations. Do you intend to award one vendor all three or would you possibly award multiple bids for individual evaluations?

**A.18** This shall be awarded to a single vendor achieving the highest score for all three (3) Agencies.

**Q.19** Have performance audits of these, or other WV Departments been completed in recent years? If so, could we get a copy of the report(s) issued?

**A.19** Requesting copies of previously awarded contracts, other solicitations or documents related to previous contracts through the question-and-answer process included in the solicitation is not appropriate. The Freedom of Information Act is the appropriate process in which documentation of this nature can be obtained.

**Q.20** How many states are these three departments expected to be benchmarked against? Are there specific states you want to be compared against?

**A.20** We are relying on your expertise and industry knowledge to help guide us toward best practices. The Agency prefers a minimum of three, but Vendors should explain this in their proposals.

**Q.21** Does the Governor's Office have specific concerns about these 3 departments that led to this RFP?

**A.21** No

## **CRFP GOV2600000001**

### **PERFORMANCE EVALUATION AUDIT**

**Q 22. Would the State consider revising the requirement to focus on vendors providing strategic advisory services, including identifying best practices and recommending frameworks for assessing compliance with federal and state laws, regulations, statutes, and administrative rules, rather than directly reviewing and analyzing compliance? A strict legal review would require a firm to provide legal guidance, which not all firms have as a capability. This approach would allow vendors to leverage their expertise in strategic analysis and advisory support consulting while enabling the department to retain responsibility for detailed compliance assessments as opposed to advisories from a legal and audit perspective.**

**A.22 Vendors' proposals shall be scored based on meeting the specifications as written. Please refer to section 4.2**

**Q23. Given that this procurement is described as a 'best value' procurement, would the Purchasing Division consider removing the pricing of optional hours by labor category from the cost evaluation criteria? Including optional hours in the scoring may inadvertently place emphasis on pre-defined hourly rates, which could result in missed opportunities to fully evaluate the value and expertise vendors bring to the mandatory requirements. Additionally, the scope of optional hours is currently undefined, and addressing future needs may require a different mix of expertise than what has been pre-determined. Excluding optional hours from the evaluation would allow vendors to focus on delivering the highest quality solutions for the mandatory requirements while ensuring flexibility to meet the state's evolving needs.**

**A.23 This shall remain as written**

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### **PERFORMANCE EVALUATION AUDIT**

**Q.24.** We understand that the success of these performance evaluations is closely tied to timely access to departmental data, systems, and personnel. To ensure a smooth and effective process, could you kindly clarify the level of commitment and cooperation vendors can anticipate from the three departments being evaluated? Specifically, will the State establish clear expectations for full cooperation and data access from these departments? Additionally, in the event of any unforeseen challenges or delays in obtaining necessary information, would there be a defined process or recourse to address such situations? We appreciate your guidance with this helping us align our approach to the State's expectations.

**A.24** There will be a dedicated person assigned from the Gov. office and there will be primary direct contact from each agency. The vendor will have cooperation at the highest level.

**Q.25** Given the relatively short window for responding to this RFP, would the State consider allowing online submissions of responses in lieu of hard copy and/or fax submissions?

**A.25** No. Online submissions are prohibited.

**Q.26** Given that this assessment needs to be independent and objective, the state should take precautions to avoid any actual conflicts of interest. Any organization currently performing any contract work for any of the three state agencies, which are the subject of this assessment, would potentially be required to perform an assessment of their own work, leading to an impaired objectivity organizational conflict of interest. Can the state please confirm that any organization who is currently performing or has recently performed work (within the past year) for any of the three subject state agencies (DHS, HHS, Transportation) are prohibited from receiving the award resulting from this RFP?

**A.26** Section 4.5.2.2 states *"The vendor must disclose any existing or potential conflicts of interest that could impair objectivity or independence in conducting the consulting engagement."*

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**PERFORMANCE EVALUATION AUDIT**

**Q.27 Section 3: Term 15. Payment Methods indicate that the vendor must accept payment by electronic funds transfer and P-card. Is it acceptable if the vendor accepts one of those two methods of payment**

**A.27 PCARD is the preferred method, but we are willing to work with vendors on payment methods.**

**Q.28 Should the additional/optional services be considered as add-ons to the outlined scope of work or post-assessment support (i.e. implementation)?**

**A.28 Please refer to section 4.3.11 of the specifications**

**Q.29 Should the vendor identify the subject agency (i.e. site) in the cost sheet for firm fixed costs?**

**A.29 Yes.**

**Site Number One shall be – Department of Human Services**

**Site Number Two shall be – Department of Homeland Security**

**Site Number Three shall be – Department of Transportation**

**REQUEST FOR PROPOSAL**  
**OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**  
**CRFP GOV2500000**

**APPENDIX A: NON-DISCLOSURE AGREEMENT**

**Form begins on the next page.**

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "Agreement"), entered into and made effective as of this the 22nd day of August, 2025, is by and between (1) BDO USA, P.C., located at 421 Fayetteville Street, Suite 300, Raleigh, NC 27601 (the "Company"), and (2) the Office of the Governor of the State of West Virginia located at 1900 Kanawha Blvd. E., Charleston, West Virginia, 25305 (the "Governor's Office"). The Company and the Governor's Office each may be referred to hereinafter individually as a "Party" and collectively as the "Parties."

WHEREAS, the Company and the Governor's Office intend to enter into certain discussions concerning a Performance Evaluation Audit of a selection of State Agencies CMA GOV2600000001 (the "Project"), and in the course of such discussions it may be necessary for the Governor's Office and/or the Company to disclose certain confidential information to the other Party (the "Confidential Information"); and

WHEREAS, the Company and the Governor's Office desire to enter into this Agreement to allow for the exchange of Confidential Information, as hereinafter defined, to facilitate the development of the Project, as more fully set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants made herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Confidential Information.** "Confidential Information" shall mean all information, regardless of the form in which it is communicated or maintained (whether oral, written, digital or visual) and whether prepared by the Governor's Office, and its Affiliates, and/or the Company which relates to the Project, and the business and planned activities of the Parties, and their affiliates, including all reports, analyses, notes, copies, data, models, or other information based on, contain or reflect any such Confidential Information or which have been marked by the Parties as "confidential." Confidential Information shall not include the following:

a. Information which is or becomes publicly available other than as a result of a violation of this Agreement;

b. Information which is or becomes available on a non-confidential basis from a source which is not known to a Party to be prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation;

c. Information which a Party can demonstrate was legally in its possession prior to disclosure by the other Party;

d. Information which a Party independently developed without the use of Confidential Information of the other Party; or

e. Information which is required by state or federal law, or by a court of competent jurisdiction, to be disclosed.

2. **Nondisclosure and Use of Confidential Information.** The Company acknowledges and agrees that the Governor's Office is subject to the West Virginia Freedom of Information Act, W. Va. Code § 29B-1-1 *et seq.* (the "FOIA"), and that the Governor's Office's obligations hereunder are subject in all respect to applicable West Virginia law that requires "public bodies" to disclose "public records," as those terms are defined in the FOIA. FOIA, however, does recognize exemptions, including for trade secrets, which is defined to include "any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article or trade or a service or to locate minerals or other substances, having commercial value, and which gives its users an opportunity to obtain business advantage over competitors." W. Va. Code § 29B-1-4(a)(1). FOIA further exempts "[i]nternal memoranda or letters received or prepared by any public body," which includes "evidentiary privileges as the attorney-client privilege, the attorney work-product privilege, and the executive 'deliberative process privilege,'" and extends to "[d]raft documents." W. Va. Code § 29B-1-4(a)(8); *Daily Gazette Co. v. W. Va. Dev. Office*, 198 W. Va. 563, 571, 482 S.E.2d 180, 188 (1996); and *Highland Mining Co. v. W. Va. Univ. School of Medicine*, 235 W. Va. 370, 386, 774 S.E.2d 36, 52 (2015). The internal memoranda exemption applies to "written advice, opinions and recommendations to a public body from outside consultants or experts obtained during the public body's deliberative, decision-making process." Syl. pt. 4, *Daily Gazette Co.*, 198 W. Va. 563, 482 S.E.2d 180. Subject to the foregoing, Confidential Information of the Company shall be held in strict confidence by the Governor's Office, and shall not be disclosed without prior written consent of the Company, except to those employees and agents of the Governor's Office with a "need to know" the Confidential Information for purposes of discussing the Project with the Company. The Governor's Office shall not use the Confidential Information for any purpose other than in connection with discussing the Project with the Company.

3. **Required Disclosure.** In the event that a Party is requested or required by legal or other authority to disclose any Confidential Information, such Party shall promptly notify the other Party of such request or requirement prior to disclosure so that the Party opposed to disclosure may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. In the event that a protective order or other remedy is not obtained by the time that such is required to disclose the Confidential Information, or the other Party waives compliance with the provisions hereof, the disclosing Party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

4. **Remedies.** Each Party agrees that given the subject matter, injunctive or other equitable relief will likely serve as the appropriate relief to remedy or prevent any breach or threatened breach of this Agreement.

5. **No License.** It is understood and agreed that nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed during the term of this Agreement. Each Party acknowledges and agrees

that each Party has and reserves the right, in its sole discretion and at any time and without notice, to terminate discussions or negotiations.

6. **Amendment.** Any amendment to this Agreement must be in writing and signed by an authorized representative of each Party.

7. **No Other Agreement.** It is understood that this Agreement is not intended to and does not obligate the Parties, or either of them, to enter into any further agreements or to proceed with any other transaction or relationship.

8. **Non-Waiver.** No waiver of any provision of the Agreement shall be deemed to be nor shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to rules concerning conflicts of laws.

10. **Affiliate.** "Affiliate" means any other person (natural person, corporation, limited liability company, partnership, firm, association, or any other entity) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the party specified. Control occurs wherever a legal or natural person directly or indirectly through one or more intermediate legal persons owns or controls in aggregate fifty percent or more of voting capital.

11. **Media.** So long as the Governor's Office does not disclose Confidential Information, the Governor's Office is free to make public comments on the Project. The Company, however, is strictly prohibited from making any public comments on the Project—regardless of whether those public comments directly relate to Confidential Information—without first obtaining written approval from the Governor's Office. "Public comments" include press conferences, press releases, social media posts, or any other means of disseminating information to the public.

12. **Term & Termination.** The Governor's Office may terminate this Agreement upon 30 days' written notice. The Company may terminate this Agreement upon written consent of the Governor's Office. This Agreement shall remain in full force and effect until it is terminated.

13. **Notices.** Any notices or requests that may be given or made pursuant to this Agreement must be in writing and delivered personally, by registered or certified mail, postage prepaid, by a recognized overnight delivery service or by facsimile, which shall be deemed received upon confirmation of receipt in legible form to the Parties at the following:

If to the Governor's Office:  
WEST VIRGINIA GOVERNOR'S OFFICE  
1900 Kanawha Blvd., East  
Charleston, WV 25305  
Attn: Jamion Wolford, CFO

**If to the Company, to:**  
BDO USA

421 Fayetteville Street, Suite 300  
Raleigh, NC 27601  
Attn: David Clark

**With a copy to:**  
BDO USA

Attn: Office of the General Counsel  
330 North Wabash, Suite 3200  
Chicago, IL 60611

**14. Entire Agreement. This Agreement constitutes the full and entire agreement between the Parties regarding the confidentiality and use of the Confidential Information.**


**15. Counterparts. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.**

**IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.**

**WEST VIRGINIA OFFICE OF THE  
GOVERNOR OF WEST VIRGINIA**

By:   
Its: Chief Financial Officer

**BDO USA, P.C.**

By:   
Its: Principal & National Leader,  
Government Contracts

**REQUEST FOR PROPOSAL**  
**OFFICE OF THE GOVERNOR—PERFORMANCE EVALUATION AUDIT**  
**CRFP GOV2500000**

**Attachment A: Cost Sheet**

# REQUEST FOR PROPOSAL

## OFFICE OF THE GOVERNOR-PERFORMANCE EVALUATION AUDIT

### CRFP GOV2500000

**Attachment A: Cost Sheet Firm Fixed Cost:** The Agency expects a firm fixed price for the **Organizational Assessment and Performance Evaluation** as described in 4.2 Goals and Approach and 4.3 Goals and Objectives. The vendor should complete the cost sheet below by providing a cost for each item listed. Total cost should be the sum of all item costs and will be considered the firm fixed price for completion of the services.

Performance Assessment and Management Consulting Services Site No 1	
4.2.1.1 Assessment	\$ 121,000
4.2.1.2 Recommendations/ Final Report	\$ 121,000
<b>Performance Assessment and Recommendations Services Total</b>	<b>\$ 242,000</b>

Performance Assessment and Management Consulting Services Site No 2	
Item	Cost
4.2.1.1 Assessment	\$ 121,000
4.2.1.2 Recommendations/ Final Report	\$ 121,000
<b>Performance Assessment and Recommendations Services Total</b>	<b>\$ 242,000</b>

#### Performance Assessment and Management Consulting Services Site No 3

Item	Cost
4.2.1.1 Assessment	\$ 121,000
4.2.1.2 Recommendations/ Final Report	\$ 121,000
<b>Performance Assessment and Recommendations Services Total</b>	<b>\$ 242,000</b>

# REQUEST FOR PROPOSAL

## OFFICE OF THE GOVERNOR-PERFORMANCE EVALUATION AUDIT

### CRFP GOV2500000

**Additional/Optional Services:** As described in 4.2.1.4 Additional/Optional Services, it may be necessary to analyze additional goals and objectives related to the strategic assessment and management consulting services provided. The Vendor should complete the cost sheet below by providing hourly rates for the positions listed. A total for each position should be provided by multiplying the hour rate by the hours and a grand total should be provided by summing the totals for each position. These rates are provided for the purposes of unit pricing in the event the additional/optional services are utilized in the future, at the discretion of the Agency. They do not obligate, or guarantee spend.

Additional/Optional Services:			
Principal/Executive Consultant	\$400		
Program Manager	\$340		
Performance Analyst/Program Evaluator	\$275		
Financial / Budget Subject Matter Expert	\$275		
Organizational Development/Business Transformation Subject Matter Expert	\$275		
Business Process Analyst	\$220		
Technology Consultant	\$220		
Stakeholder Engagement Coordinator	\$220		
Compliance and Risk Analyst	\$220		
Program and Administrative Support Staff	\$220		
<b>Additional/Optional Services Total**:</b>			

**\*Hours are provided for purposes of cost evaluation and do not obligate, or guarantee spend.**

**\*\*Additional/Optional Services Total is calculated for purposes of cost evaluation and does not obligate, or guarantee spend.**

**\*\*Additional/Optional Services Total is calculated for purposes of cost evaluation and does not obligate, or guarantee spend.**