

SOLICITATION NUMBER:

Addendum Number:

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:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: _____

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

_____ Saunders Staffing, Inc. _____
Company

_____ Connie Saunders _____
Authorized Signature

_____ 03/15/2024 _____
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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Addendum 1
ARFQ 0606 – HSE2400000007
Disaster Case Management Staffing

Vendor Questions and Agency Responses:

1. I received the RFQ stated above, but see no detailed description of the staffing roles you are trying to fill – might you have any more detail that you could share?
A. Please refer to specifications 4.1.2 – Disaster Case Supervisor, 4.1.3 – Disaster Caseworker, 4.1.4 – Administrative Assistant, 4.1.5 – Construction Cost Analyst, Also Attachment A, B, C, D.
2. Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services?
A. No, this is not a new initiative. However, there are no current Vendors providing these services.
3. Can you please let us know the previous spending of this contract? **A. There is no previous spending.**
4. Please confirm if we can get the proposals or pricing of the incumbent(s)? **A. Please refer to Agency response to question 2 above.**
5. Are there any pain points or issues with the current vendor(s)? **A. Please refer to Agency response to question 2 above.**
6. Please confirm the anticipated number of awards?
A. This contract will be awarded to the sole Vendor that provides the lowest overall total cost that meets the mandatory requirements and specifications as published.
7. Are the orders considered project work?
A. Yes
8. Will there be separate delivery orders?
A. No, there will be one (1) contract issued.
9. Or is the considered one delivery order?
A. Yes
10. What are the anticipated start dates of the contract or projects?
A. March 2024

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Disaster Case Management Staffing

11. How is travel to be determined? In order to provide costing is there an estimate of travel days, number of times per week to each travel location? It says vendor is responsible for mileage and travel costs, including travel time, can you better define the mileage or travel costs since it has to be included in the flat fee or hourly rate?
A. Travel will be based upon the needs of the applicants in the impacted communities. There will be primarily within Boone, Calhoun, Clay, Harrison, and Kanawha counties. The amount of travel will be contingent upon the number of applications received.
12. In the terms and conditions document on page 8, the insurance requirements include “Commercial Crime and Thiry Party Fidelity Insurance”. Our firm has not seen this insurance requirement for previous Disaster Case Management Program work. Would the State consider removing this requirement? **A. No, this is a BRIM recommendation.**
13. Who is the current incumbents?
A. Please refer to Agency response to question 2 above.
14. What was their award amount and number of years?
A. Please refer to Agency response to question 2 above. Contract is anticipated for two (2) years.
15. Is this a new contract or are there any incumbents?
A. Please refer to Agency response to question 2 above.
16. Could you please share the previous spending on this contract, if any? **A. Please refer to Agency response to question 2 above.**
17. What are the anticipated number of awards?
A. Please refer to Agency response to question 6 above.
18. Will there be any local preference? **A. No.**
19. Is it mandatory to bid on all Position Categories?
A. Yes, A no bid will lead to Vendors bid response being disqualified.
20. If we are allowed to bid on selective categories, will it be necessary to provide a minimum quantity of one (1) full-time Disaster Case Supervisor? **A. Please see Agency response above in question 19.**
21. Could you please clarify the format of the proposal response? It is unclear whether you are requesting specific responses for any section of the RFQ?

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Disaster Case Management Staffing

- A. Agency is seeking a bid response for an hourly rate for specification 4.1.2, 4.1.3, 4.1.4, 4.1.5 as outlined in the Specifications and listed on Exhibit A – Pricing page.
22. Do we have to return all the pages of “ARFQ HSE2400000007 – Terms _ Conditions” with the response and do we have to include designated contact information?
A. Vendors must return at a minimum the Pricing Page completed in its entirety, purchasing affidavit – signed and notarized, signature page of the terms and conditions.
23. Can you please provide a checklist of attachments and documentation required to be submitted with the proposal so as to avoid compliance issues? A. Please refer to Agency response to question 22 above.
24. What will be the estimated annual budget for this project? A. Annual budget is yet to be determined.
25. Do we have to provide the Certificate of Insurance along with the Proposal?
A. Certificate of Insurance must be provided before the award of the contract.
26. Do we have to submit the proposal response into a single file or multiple files? A. Either is acceptable.
27. What is the average duration of assignments for positions? A. Approximately up to 2 years.
28. Will the proposal be awarded to the lowest bidders?
A. Please refer to Agency response to question 6 above.
29. Will there be any preference for minority businesses, women’s business enterprises, and labor surplus area firms?
A. No
30. Do we need to include the delivery days information in Portal along with the Unit Price?
A. No
31. Can you please advise if there are any other documents that are required besides the ones attached? Also, are we granted immediate access to the wvOasis portal once registered and payment received?
A. Please refer to Agency response to question 22 above. Yes, once registration is complete, you will have access.

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Disaster Case Management Staffing

32. We are reviewing the opportunity for the State of West Virginia Staffing Services, and would like to request an electronic copy of the Pricing Page for bid purposes. **A.**

Electronic copy was provided.

33. Can you please advise if the staffing services will be at a shelter, if so, the size of the shelters and how many clients we are looking to serve, either overall or per county? **A.**

Staffing services will not be taking place in a shelter.

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Staffing Services – Disaster Case Management
SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security Division of Administrative Services (DAS) is soliciting bids on behalf of West Virginia Emergency Management Division (EMD or Agency) to establish a contract to provide staffing services. This contract shall cover the following position classifications:

- 1.1.** Disaster Case Supervisor - minimum quantity of 1
- 1.2.** Disaster Caseworker - minimum quantity of 3
- 1.3.** Administrative Assistant - minimum quantity of 1
- 1.4.** Construction Cost Analyst - minimum quantity of 1

The positions listed are to provide assistance to disaster impacted individuals with preparing and submitting Disaster Case Management documents and referrals to the Federal Emergency Management Agency (FEMA) and other partners. Specifically, Disaster Case Management is a collaboration between a trained case manager and a disaster survivor involving the development of a disaster recovery plan and a mutual effort to meet those disaster-caused needs described in the plan. Additional tasks as defined by EMD on its Delivery Order for services may be included. The requested services will be for work in the counties of Boone, Calhoun, Clay, Harrison, and Kanawha during the life of the contract. EMD may request services be provided in other areas within West Virginia if eligible and required. Award of this contract is contingent upon the receipt of a Disaster Case Management Grant from the FEMA as it relates to flooding damages that occurred between August 28 through August 30, 2023. If no grant is awarded, no contract will be awarded.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1. “Applicant” means a non-federal entity submitting an application for assistance under the recipient’s federal award.

2.2. “Business Hours” means Monday – Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:

- New Year’s Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)

REQUEST FOR QUOTATION
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Staffing Services – Disaster Case Management

- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Lincoln's Day (Fourth Friday in November)
- Christmas Day (December 25)

2.3. "Contract Services" means a Disaster Case Supervisor, Disaster Case Manager, Administrative Assistant, and Construction Cost Analyst to assist the Agency with preparing and submitting Disaster Case Management documents as more fully described in these specifications.

2.4. "C.F.R." means Code of Federal Regulations.

2.5. "FEMA" means the Federal Emergency Management Agency.

2.6. "Fulltime" means working forty (40) hours a week.

2.7. "Pricing Page" means the page, contained in wvOASIS or attached hereto as Exhibit A, upon which vendor should list its proposed price for the Contract Services.

2.8. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by DAS.

3. QUALIFICATIONS: Vendor, or vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of three (3) individuals in any one or more of the classifications within the past five (5) years; documentation should include enough information to indicate that the vendor provided employees meeting the requirements of a specifically named classification from Section 1, above; the documentation should name the entity to whom the individuals were supplied and provide contact information for that entity. The Vendor must provide documentation to indicate that their company meets this requirement upon request, prior to award; however, bidders may include this documentation with their bid.

4. MANDATORY REQUIREMENTS:

4.1. Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 2 C.F.R. §200.326

4.1.1.1 The vendor must conform and comply with all applicable State and Federal laws, including, but not limited to, provisions pursuant to FEMA

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Requirements set forth in 2 C.F.R. §200.326 (See attached Attachment 1).

4.1.2 Contract Services #1 – Disaster Case Supervisor – Quantity of one (1).

4.1.2.1 Vendor shall provide a minimum quantity of one (1) full-time Disaster Case Supervisor.

4.1.2.2 The Disaster Case Supervisor will work under the supervision of EMD. The Disaster Case Supervisor will assist with preparing and submitting documentation to FEMA and must perform work onsite, in remote locations as needed, and will be responsible for the following:

4.1.2.2.1 Providing leadership and coordinating all activities involved with Disaster Case Management.

4.1.2.2.2 Preparing programmatic progress reports to present to EMD at least monthly.

4.1.2.2.3 Preparing and submitting reimbursement requests and financial tracking reports to EMD at least monthly.

4.1.2.2.4 Overseeing the daily work tasks of all Disaster Caseworkers, Administrative Assistant, and Construction Cost Analyst including the assignment of referrals, monitoring of case work progress, and acting as a resource to all Disaster Caseworkers and participating partner agencies.

4.1.2.2.5 Ensuring appropriate confidentiality agreements are signed by all staff.

4.1.2.2.6 Attending meetings with community members and partner agencies.

4.1.2.2.7 Identifying best practices to ensure the highest level of service and assistance is provided to affected communities with attention to minimizing or eliminating duplication of services.

4.1.2.2.8 Completing any Disaster Caseworker duties as outlined in Section 4.1.3 as needed.

4.1.2.2.9 Effectively communicate both internally and with the Recipient, Applicants, and the Agency.

4.1.2.2.10 Other Duties as assigned.

4.1.2.3 See Attachment A – Disaster Case Supervisor Qualifications.

4.1.3 Contract Services #2 – Disaster Caseworker – Quantity of three (3).

4.1.3.1 Vendor must provide the Agency with a minimum of three (3) full-time Disaster Caseworkers.

4.1.3.2 Disaster Caseworker will work under the supervision of a Disaster Case

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Supervisor and Agency staff.

4.1.3.3 The Disaster Caseworkers will work under the supervision of the Disaster Case Supervisor. The Disaster Caseworkers will coordinate directly with applicants to assist with preparing and submitting documentation to FEMA and other partner agencies to assist in recovery. The Disaster Caseworkers must perform all work onsite, in remote locations as needed, and will be responsible for the following:

4.1.3.3.1 Conducting client outreach and completing intake processes for each applicant.

4.1.3.3.2 Conducting home and community visits with the applicants to provide on-going support and assistance in applying for and obtaining community needed recovery resources.

4.1.3.3.3 Developing Individual Recovery Plans that include applicant input and EMD feedback as needed.

4.1.3.3.4 Conducting follow-up visits to monitor and assess the effectiveness of services provided.

4.1.3.3.5 Documenting comprehensive client background information, case history, updates, and progress towards Individual Recovery Plan in case files.

4.1.3.3.6 Preparing reports as requested by the Disaster Case Supervisor or EMD.

4.1.3.3.7 Document and consolidate data from detailed sources such as but not limited to timesheets, equipment records, and invoices.

4.1.3.3.8 Assisting applicants in identifying and obtaining available benefits as well as social and community resources.

4.1.3.3.9 Serving as a liaison in identifying and obtaining available benefits as well as social and community resources.

4.1.3.3.10 Effectively communicating both internally and with the Recipient and Applicants.

4.1.3.3.11 Other duties as assigned.

4.1.3.4 See Attachment B – Disaster Caseworker Qualifications.

4.1.4 Contract Services #3 – Administrative Assistant - Quantity of one (1).

4.1.4.1 Vendor must provide the Agency with a minimum of one (1) full-time Administrative Assistant.

4.1.4.2 The Administrative Assistant will work under the supervision of the Disaster Case Supervisor. The Administrative Assistant will assist the

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Disaster Case Supervisor, Disaster Caseworkers, and Construction Analyst with administrative tasks as assigned, and will be responsible for the following:

4.1.4.2.1 Providing administrative support to all positions within the Disaster Case Management organizational chart.

4.1.4.2.2 Attending meetings with community members and partner agencies.

4.1.4.2.3 Other duties as assigned.

4.1.4.3 See Attachment C – Administrative Assistant Qualifications.

4.1.5 Contract Services #4 – Construction Cost Analyst - Quantity of one (1).

4.1.5.1 Vendor must provide the Agency with a minimum of one (1) full-time Construction Cost Analyst.

4.1.5.2 The Construction Cost Analyst will work under the supervision of the Disaster Case Supervisor and will be responsible for the following:

4.1.5.2.1 Consulting with applicants, vendors, community partners, and other partners to discuss and formulate construction estimates.

4.1.5.2.2 Comparing estimates to ensure applicants are receiving fair and equitable treatment.

4.1.5.2.3 Preparing reports as requested by the Disaster Case Supervisor or EMD.

4.1.5.2.4 Preparing and maintaining a directory of supplies, contractors, and volunteer groups.

4.1.5.2.5 Other duties as assigned.

4.1.5.3 See Attachment D – Construction Cost Analyst Qualifications.

4.1.6 Vendor must have all services outlined in this RFQ completely implemented and operational within thirty (30) calendar days from the contract award date.

4.1.7 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of the scope of work under this RFQ. Any anticipated mileage or travel costs must be factored into the hourly rates vendor submits in the Pricing Page. Such costs will not be paid by the Agency separately.

4.1.8 Vendor shall, at Agency request, replace or provide additional Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts within two (2) weeks of receiving written request by the Agency.

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- 4.1.9** Agency shall reserve the right to delay, refuse, or terminate employment of any Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts without cause.
- 4.1.10** Vendor will be responsible for ensuring the safety and security of citizens of West Virginia as the Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts will be conducting face to face site visits in the community.
- 4.1.11** Vendor shall not provide Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts who have been convicted of a felony in accordance with any State or Federal law.
- 4.1.12** The Agency reserves the right to request random drug testing, or drug testing with reasonable suspicion, and to demand replacement of any individual who fails said drug screening or who has violated the rules and or regulations of the Agency, or who poses a risk or threat to the safety and security of citizens of West Virginia and Agency staff. Agency shall provide written documentation to substantiate its demand for immediate replacement of the vendor's employee.
- 4.1.13** Vendor must provide all supplies and equipment necessary to fulfill the scope of work under this RFQ including, but not limited to, computers, hardware, software, network equipment, internet services, telecommunications and any other infrastructure needed. Agency shall not provide, fund or bear responsibility for any supplies, equipment or infrastructure required for the vendor to fulfill the scope of work under this RFQ.
- 4.1.14** Vendor equipment will not be permitted to connect to the State network.

4.2 VENDOR RESPONSIBILITIES

- 4.2.1.** When presenting candidates for review by EMD, vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.
- 4.2.2.** Successful vendor will provide staffing as requested by EMD. Assignments will be for a specified quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from EMD, or consistently being unresponsive to EMD's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3.** Successful vendor must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers

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compensation, general and professional liability premiums. All overhead for the vendor and fringe benefits for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.

- 4.2.4.** Successful vendor shall provide EMD with information on each staffing candidate, including applications. These must be sent to EMD along with the listing of possible candidates to interview.
- 4.2.5.** Successful vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6.** Successful vendor is prohibited from providing as a candidate any employee who was previously dismissed for disciplinary or performance reasons by EMD or failed to execute duties satisfactorily, whether as a full-time employee or as contract temporary staff.
- 4.2.7.** The vendor's provided candidate must consistently perform the contracted duties as outlined in these specifications or in the project-specific scope included within any Delivery Order. EMD will notify the awarded vendor if a vendor's employee fails to consistently perform the contracted duties. EMD may, as part of this notification, request the vendor replace the candidate; if so, the vendor has 2 weeks (10 business days) from this notification to provide the qualifications for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.
- 4.2.8.** The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.
- 4.2.9.** If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to EMD within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to EMD a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendor must provide documentation and resumes for every candidate which indicates they are meeting the requirements for the classification. Vendor may send multiple resumes so that EMD may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order.

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4.2.10. Successful vendor and candidates must comply with all EMD policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by EMD. Vendor, Contractor and Agency shall comply with the West Virginia Division of Personnel Drug and Alcohol-Free Workplace Policy, Attachment 2, and the West Virginia Division of Personnel Prohibited Workplace Harassment Policy, Attachment 3.

4.3 DUTIES AND RESPONSIBILITIES OF WVEMD

4.3.1 Ordering Procedure: EMD will notify (in writing) the successful vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. EMD may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; EMD has full discretion on how they wish to organize and issue notifications to the vendor.

4.3.1.1 Upon receipt of required documents, interviews will be arranged by the Director or his/her designee. Interviews will be conducted, at least by telephone, and review of qualifications will be performed by EMD in order to verify the candidate meets the requirements for the requested classification.

4.3.1.2 After EMD has chosen the candidate from those provided by the vendor, EMD will notify the vendor for a signed, dated quote (see vendor Responsibilities, above), then complete a Delivery Order noting the Candidate, the Hourly Rate, the Quantity of Hours required for the project, start and end dates for the Delivery Order/Project, and any other information or requirements pertinent to the project for each classification requested. EMD reserves the right to require a SOW if deemed necessary.

4.3.1.3 All orders will be processed as EMD Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in wvOASIS).

4.3.2 EMD shall provide each vendor with a final copy of the ADO containing the hours to be worked, any specific location to which contract staff must report and their work schedule.

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4.3.3 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of twenty (20) or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

4.3.3.1 Internal Revenue Service (IRS): <http://www.irs.gov/pub/irspdf/p15a.pdf>.

4.3.3.2 Internal Revenue Service (IRS):

<http://www.irs.gov/Businesses/SmallBusinesses-&-Self-Employed/Independent-Contractor-Self-Employedor-Employee>.

4.3.3.3 Department of Labor (DOL):

<http://www.dol.gov/elaws/esa/flsa/docs/contractors.asp>.

Prior to utilizing the services available under this contract, the requestor must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker is integrated into the State's system. DAS recommends that the requestor review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

4.3.4 In the event of the expiration of an ADO, if the candidate has developed a specialized EMD existing environment knowledge base that would make the contractor difficult to replace, EMD reserves the right to maintain the incumbent candidate if available, and if the vendor agrees, instead of beginning the ordering procedure again. A new contract, ADO, would be released to account for the additional hours, unless the total projected extension of hours does not exceed ten (10) percent of the original ADO, in which case a modification/change order can be submitted.

4.4 GENERAL REQUIREMENTS

4.4.1 In addition to what is covered by the General Terms and Conditions included with the solicitation, quarterly reports required from the vendor must contain:

4.4.1.1 Complete name of each accepted, actively working candidate during the period;

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4.4.1.2 Classification of each accepted, actively working candidate during the period;

4.4.1.3 EMD and Program (when applicable) where each candidate was provided;

4.4.1.4 Number of hours each candidate has worked (for each quarter and YTD);

NOTE: These reports will be mandatory; failure to adhere to this requirement may result in cancellation of the Contract. Such reports shall be sent electronically to EMD Contract Manager (including all hours provided during the quarter). These reports are due within 30 days after the end of each calendar year quarter.

4.4.2 In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, vendor and any candidate they provide may be required to sign the HIPAA/Business Associate Addendum with an Appendix I, which indicates the specific Protected Health Information (PHI), specifically written for the project for which EMD is requesting the candidate, prior to issuance of any delivery order. A copy of the form (without the specific PHI in Appendix I) is available on the website referenced in the Confidentiality term. The HIPAA/Business Associate Addendum is not required for award of the Contract.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price on all Contract Services. The Contract shall be awarded to the vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the vendor and processed by DAS as Change Orders for subsequent years.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly rate for Contract Services listed in section 4.1.2, 4.1.3, 4.1.4, and 4.1.5. Vendor should complete the Pricing Page in its entirety as failure to do so will result in vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate

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volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page provided as the assembled ARFQ document in wvOASIS. Bidders wishing to submit a paper bid should download and print a hard copy of the wvOASIS Pricing Page and provide as the Unit Price their Hourly Rate.

A no bid entered on the pricing page will result in vendor's bid being disqualified.

The vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: Herbert.M.Skeens@wv.gov.

Any product or service not on the Agency provided Pricing Page will not be allowable. The State cannot accept alternate pricing pages, failure to use Exhibit A – Pricing Page will lead to disqualification of vendors bid.

The rates bid for the contract shall remain firm for the life of the Contract. Rates reflected on delivery orders issued will remain firm for the effective dates of the delivery order and shall concur with the rates bid.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, vendor shall perform in accordance with the delivery orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay hourly rates, as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

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- 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5** Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

- 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2.** Failure to comply with other specifications and requirements contained herein.
- 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4.** Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

- 10.2.1.** Immediate cancellation of the Contract.
- 10.2.2.** Immediate cancellation of one or more delivery orders issued under this Contract.
- 10.2.3.** Any other remedies available in law or equity.

11. MISCELLANEOUS:

- 11.1 Contract Manager:** During its performance of this Contract, vendor must designate and maintain a primary Contract Manager responsible for overseeing vendor's responsibilities under this Contract. The Contract Manager must be available during normal business hours to address any customer service or other issues related to this

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Contract. Vendor should list its Contract Manager and his or her contact information below.

Contract Manager:	
Telephone Number:	
Fax Number:	
Email Address:	

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Attachment A – Disaster Case Supervisor Qualifications

The Disaster Case Supervisor must have the following qualifications:

- A bachelor's degree in business administration, accounting, economics, social work, or related field or an Associate's degree in a related field along with a minimum of four (4) years of relevant experience.
- A minimum of two (2) years of experience in publicly facing case management.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.

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- Must be able to clear a criminal background check.

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Attachment B – Disaster Caseworker Qualifications

The Disaster Caseworker must have the following qualifications:

- A bachelor's degree in business administration, accounting, economics, social work, or related field or an Associate's degree in a related field along with a minimum of two (2) years of relevant experience.
- A minimum of one (1) year of experience in publicly facing case management.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.

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- Must be able to clear a criminal background check.

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Attachment C – Administrative Assistant Qualifications

The Administrative Assistant must have the following qualifications:

- An Associate's degree in a related field.
- A minimum of two (2) years of experience in an administrative support role.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.
- Must be able to clear a criminal background check.

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Attachment D – Construction Cost Analyst Qualifications

The Construction Cost Analyst must have the following qualifications:

- An Associate's degree in a related field.
- A minimum of two (2) years of experience in construction and cost analysis.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.
- Must be able to clear a criminal background check.

Attachment 1

FEDERAL 2 C.F.R. §§ 200.317-200.327 FUNDS ADDENDUM

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

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

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

Changes to Specitlcations: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for countynocal procurement.

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

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

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

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

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

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FEDERAL FUNDS ADDENDUM

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

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

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

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

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

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

c. Definitions: For purposes of this section:

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F. R. § 200.327 and Appendix II)

a. The provisions of West Virginia Code of State Rules§ 170-6-6 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

a. The provisions of West Virginia Code of State Rules§ 170-6-6 govern Contracttermination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

S. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the

equal opportunity clause provided under 41 CFR 60-1.4(b) , in accordance with Executive

Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p .. 339), as amended by Executive Order 11375, "Amending Executive Order

11246 Relating to Equal Employment Opportunity," and implementing regulations at 41

CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix 11)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the

work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under

working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 23S), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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13. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

- (1) Procure or obtain;**
- (2) Extend or renew a contract to procure or obtain; or**
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (o r any subsidiary or affiliate of such entities).**
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.**

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

State of West Virginia
Division of Emergency Management

Vendor Name:

By: -----

By: -----

Printed Name: -----

Printed Name: -----

Title: -----

Title: _____

Date: -----Date: _____

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with Its Instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (Including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of Its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL
AWARDS (2 C.F.R. § 200.317): W. Va. CSR§ 170-6-6

§170-6-6. Remedies

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

6.2. Contract Cancellation.

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

6.2.1.a. The vendor agrees to the cancellation;

6.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict

with any statutory or constitutional provision of the State of West Virginia;

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

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

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

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

6.2.1.g. The contract was awarded in error.

6.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

6.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her

sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

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

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

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

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EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL
AWARDS (2 C.F.R. § 200.317): W. Va. CSR§ 170-6-6

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

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

6.4. Damages.

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

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

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

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARD S (2 C.F.R. § 200.317):
Prevailing Wage Determination

D-Not Applicable Because Contract Not for Construction

D- Federal Prevailing Wage Detennination on Next Page

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Attachment 2

DRUG- AND ALCOHOL-FREE WORKPLACE

I. PURPOSE

The purpose of this policy is to establish clear and uniform guidelines in accordance with federal and State regulations regarding alcohol, drugs, or controlled substances, including the provisions of the Drug-Free Workplace Act of 1988, as amended. Further, the purpose of this policy is to make every effort to institute and maintain a drug- and alcohol-free workplace by describing to all individuals (e.g., employees, visitors, vendors/independent contractors, and the general public) the prohibitions regarding alcohol and drugs in State and affiliated government workplaces as such use, abuse, and misuse of alcohol, drugs, and/or controlled substances may impact job performance and bring discredit upon the employer. The provisions of this policy apply to all employees of West Virginia Executive agencies or any affiliated political subdivision, including executive, administrative, classified, non-classified, exempt, volunteer, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel, as well as vendors/independent contractors.

II. DEFINITIONS

- A. Agency: Any administrative department of state government or an affiliated political subdivision, including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.
- B. Alcohol: For the purposes of this policy, includes beer, fortified beer, nonintoxicating beer, wine and spirits, ethanol, isopropanol, or methanol alcohol, and any liquid, gel, gas or solid containing more than one half of one percent of alcohol by volume and capable of being used as a beverage or being ingested, inhaled or otherwise taken into the body.
- C. Assessment: An evaluation used to determine the presence of drug and/or alcohol use. A drug and/or alcohol assessment may include but is not limited to observation of behavioral indicators, self-disclosure, or clinical/laboratory testing.
- D. Controlled Substance: A federally-regulated substance listed in Schedules I through V or a controlled substance analogue as provided in the Controlled Substance Act (21 U.S.C. 801 *et seq.*) and/or a substance listed in West Virginia Code § 60A-2-201, *et seq.*, that when taken into the body, may or may not impair one's mental faculties and/or physical performance.
- E. Conviction: A finding of guilt, (including a plea of *nolo contendere*) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or State criminal drug statutes.
- F. Criminal Drug Statute: A criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- G. Drug Paraphernalia: Drug paraphernalia as defined in West Virginia Code § 47-19-3.



December 18, 2020

- H. Drug Test and Alcohol Testing: A procedure using a sample of the human body capable of revealing the presence of alcohol or other drugs or other metabolites to determine if the individual ingested, injected, or was otherwise exposed to drugs or alcohol.
- I. Employee: Any person who lawfully occupies a permanent or temporary position with an Executive agency of the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal, temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this policy, "employee" shall also include authorized students, interns and volunteers performing services for an agency under direct supervision irrespective of receipt of wages.
- J. Federal Agency: Any agency as that term is defined in 5 U.S.C. § 551.
- K. Grantee: Any department, division, unit, or any person responsible for the performance of work under the provisions of a federal grant.
- L. Illegal Drug: Any drug which is not legally obtainable or a drug available by prescription that is being used in a manner or for a purpose other than as prescribed. Illegal drugs include those controlled substances under federal or State law which are not authorized for sale, possession, or use, and legal drugs which are used, obtained, or distributed illegally.
- M. Legal Drug: Legal drugs include medications prescribed by a physician or, medications in West Virginia that have been legally obtained and that are being used solely for the purpose for which they were lawfully prescribed, and in the dosage and quantity for which they were prescribed. Legal drugs also include over-the-counter medications that have been legally obtained and that are being used for the purpose, and in the dosage and quantity, specified by the drug manufacturer.
- N. Reasonable Suspicion: The belief premised on facts and inferences based primarily upon, but not limited to: (1) Observable phenomena, such as direct observation of use, possession or distribution of alcohol or drugs, or of the physical symptoms of being under the influence of alcohol or drugs, such as, but not limited to, slurred speech, dilated pupils, odor of an alcoholic beverage or drugs, changes in affect or dynamic mood swings; (2) a pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance such as frequent absenteeism, excessive tardiness or recurrent accidents, that appears to be related to the use of alcohol or drug abuse and does not appear to be attributable to other factors; (3) the identification of an employee as the focus of a criminal investigation into unauthorized possession, use or trafficking of drugs; (4) a report of use of alcohol or drugs provided by a reliable and credible source; and (5) repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appears to be related to the use of alcohol or drug and that does not appear attributable to other factors.



- O. Safety Sensitive Position: Any position determined by federal, State, or agency provisions where a lapse of attention or judgment, can lead to an accident that could cause loss of human life, serious bodily injury, or significant property or environmental damage.
- P. Vendor/Independent Contractor: Any entity or person responsible for the performance of work under a vendor agreement or contract.
- Q. Volunteer: Any authorized individual directly engaged in the performance of services for a State or affiliated agency without promise, expectation, or receipt of compensation.
- R. Workplace: A site where service or work is performed in connection with the employment or service of an employee or vendor/independent contractor, including sites of social functions and conferences. The workplace shall include, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, or other means of conveyance (either private or public, while engaged in the performance of duties), and parking areas provided by the agency, even if not owned, leased, or operated by the agency.

III. POLICY

It is the policy of West Virginia State government and its affiliated agencies to ensure that its workplaces are free of alcohol, and illegal drugs by prohibiting the use, possession, purchase, manufacture, distribution, dispensing, sale of, or having such substances in the body system. Attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell alcohol or illegal drugs in the workplace is also prohibited. Although the sale and use of alcohol by an adult may be legal, the use, possession, purchase, manufacture, distribution, dispensing, or sale of alcohol in the workplace is strictly prohibited. Employees violating this policy are subject to disciplinary action up to and including dismissal and may be required to participate in a drug rehabilitation program as a condition of continued employment or reemployment.

- A. This policy is applicable while employees or vendors/independent contractors, are engaged in any work-/service-related activities which include performance of agency business. Work/servicerelated activity includes, but is not limited to, conducting work/service, representing the State or the agency, participation in conferences or off-site meetings, receiving awards, speaking as a State or agency representative, and participation in receptions when invited as a result of employment/service with the State or the agency.
- B. The use, possession, purchase, manufacture, distribution, dispensing, or sale of alcohol; the reporting to work under the influence of alcohol, or having alcohol in the body system at work, whether the alcohol was consumed at work or away from work, attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell alcohol, are all prohibited in the workplace. Industrial, cleaning, or medical products containing alcohol are not prohibited by this policy when used in the manner in which intended.



- C. The unlawful use, possession, purchase, manufacture, distribution, dispensing or sale of a controlled substance, legal drug, or illegal drug in the workplace; the reporting to work under the influence of an illegal drug; having an illegal drug in the body system; or possession of drug paraphernalia (other than drug paraphernalia lawfully prescribed by a physician or other person licensed to prescribe and used for the lawful purposes for which it was prescribed) are all prohibited in the workplace. Attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell illegal drugs in the workplace is also prohibited.
- D. When reasonable suspicion exists that an employee or vendor/independent contractor has reported to work under the influence of alcohol or an illegal drug, or is impaired due to abuse or misuse of controlled substances or a legal drug, the individual may be subject to assessment, which may include a drug or alcohol test. Refusal of an employee to submit to an assessment or an assessment resulting in a positive result may result in disciplinary action up to and including dismissal.
- E. Exceptions to the provisions of this policy may be necessary in limited situations where employees or vendors/independent contractors are engaged in a lawful work-/service-related activity which may otherwise result in violation of this policy (e.g., law enforcement, regulatory enforcement, confiscation, collection and disposal of refuse, etc.). Appointing authorities may be required to conduct random testing in compliance with applicable state and federal law and/or for safety-sensitive positions. Exceptions to this policy approved by appointing authorities must be communicated in writing to the Director of Personnel.
- F. An appointing authority, or his or her designee, may issue specific safety reporting standards requiring reporting or notification of use of a controlled substance or legal drug, whether prescribed or over-the-counter, that may substantially affect the performance of job responsibilities and give rise to a safety issue (e.g., driving, operating machinery, etc.).
- G. Though legal intoxicants (e.g., glue, paint, etc.) are not specifically prohibited in this policy, unacceptable performance or conduct resulting from the misuse of such intoxicants may result in disciplinary action up to and including dismissal.
- H. As a condition of employment/service with the State of West Virginia or its affiliated agencies, employees and vendors/independent contractors shall:
 - 1. Abide by the terms of this policy;
 - 2. Notify their supervisor or appointing authority in writing of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) calendar days after such conviction;
 - 3. Comply with agency-issued safety reporting standards if using a controlled substance or legal drug, whether prescribed or over-the-counter, that may substantially affect the performance



of job responsibilities and give rise to a safety issue (e.g., driving, operating machinery, etc.); and,

4. Acknowledge understanding of and compliance with this policy by signing the Drug- and Alcohol-Free Workplace Employee Acknowledgment Form (Appendix A) or appropriate volunteer/service agreement, as applicable.

IV. RESPONSIBILITIES

- A. It shall be the responsibility of the West Virginia Division of Personnel to establish a drug awareness program and to provide training to employees of Executive and affiliated agencies on the following:

1. The establishment and maintenance of a drug- and alcohol-free workplace in compliance with this policy;
2. The dangers of alcohol use or drug abuse in the workplace;
3. Availability of the State's Employee Referral Program;
4. The consequences of violation of this policy; and,
5. The utilization of resources concerning the abuse and misuse of alcohol and/or drugs.

- B. It shall be the responsibility of each agency to:

1. Maintain a copy of the Drug- and Alcohol-Free Workplace policy in an accessible location and display the poster in a central location.
2. Ensure that each new employee receives a copy of the policy during orientation.
3. Maintain the signed Drug- and Alcohol-Free Workplace Employee Acknowledgment Form (Appendix A) in each employee's agency personnel file.
4. Enforce the policy and take appropriate action against individuals who are convicted or violate the policy within 30 calendar days from the date of the conviction or violation.
5. In accordance with applicable legal and administrative disciplinary procedures, promptly address any attempted or unlawful use, possession, purchase, manufacture, consumption, distribution, dispensing or sale of alcohol, a legal drug, or an illegal drug; an employee found to be, or suspected of being, under the influence of alcohol or an illegal drug in the workplace; an employee having alcohol or an illegal drug in the body system; or an employee being impaired due to use, abuse or misuse of a legal drug, intoxicant, or controlled substance in the workplace. Supervisors should contact their respective agency personnel office or individual



designated by the appointing authority for guidance. However, in emergency situations supervisors should first ensure the safety of the employee and others and then immediately contact 911, appropriate law enforcement officials, or agency security. Agencies in Kanawha County may also contact the Division of Protective Services at (304) 558-9911 for assistance. Prior to an incident occurring, agencies in outlying areas should ascertain if assistance is available with emergency response and drug and/or alcohol testing through other related services and in compliance with existing agency policy.

6. Pursuant to the Drug-Free Workplace Act, State agencies that are independent contractors or grantees of federal contracts or recipients of federal grants amounting to at least \$100,000 shall notify, in writing, the federal agency administering the grant, within ten (10) calendar days after receiving notice from an employee of his or her conviction for a violation of a criminal drug statute occurring in the workplace or otherwise receiving actual notice of such conviction. Such notice, including position title, must be submitted to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant. State agencies covered by the Act are subject to suspension of payments and termination of the contract or grant for violations of any of the requirements of a drug-free workplace.
7. Make a good faith effort to continue to maintain a drug- and alcohol-free workplace by communicating this policy to all employees annually.
8. Ensure that vendors/independent contractors have executed agreements to ensure compliance with drug- and alcohol-free workplace requirements.

V. REFERENCES

- A. Administrative Procedures Act, 5 U.S.C. § 551
- B. Drug-Free Workplace Act, 41 U.S.C. Sections 701-707.
- C. West Virginia Code § 47-19-3.
- D. West Virginia Code § 60A-2-201 *et seq.* and applicable federal statutes.

VI. EFFECTIVE DATE: October 1, 1991.

VII. REVISIONS

- A. Previous Revisions: January 16, 2003 and October 1, 2004.
- B. Latest Revision: December 18, 2020

Policy DOP-P02

EFFECTIVE DATE: December 18, 2020



VIII. POLICY NUMBER: DOP-P2.

Approved and Issued By:

Sheryl R. Webb, Director of Personnel Date

Signed: December 18, 2020.

APPENDIX A

DRUG- AND ALCOHOL-FREE WORKPLACE EMPLOYEE ACKNOWLEDGMENT FORM

I certify that I have received a copy of the West Virginia Division of Personnel Drug- and Alcohol-Free Workplace policy.

I agree to abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to disciplinary action, up to and including dismissal. I may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment or reemployment. I understand that I must also comply with any agency-issued safety standards.

In addition, I understand that if I am a federal contractor or federal grant recipient or an employee of a federal contractor or federal grant recipient, under federal law and as a condition of employment, if I am convicted of any violation of a criminal drug offense in the workplace, I must report this conviction to my supervisor and the appointing authority in writing within five (5) calendar days of the conviction.

My signature acknowledges my receipt of the policy and my understanding of its contents and requirements. My signature does not indicate that I agree or disagree with the content of the policy.



Name (Print)

Signature

Date

TO BE COMPLETED BY SUPERVISOR

I certify that I have discussed with and provided the above-named employee a copy of the West Virginia Division of Personnel Drug- and Alcohol-Free Workplace policy.

Name (Print)

Signature

Date

FORM DOP-P2-AF

Distribution: Original – Human Resources

Copy – Employee

Attachment 3

West Virginia Division of Personnel

POLICY

West Virginia Division of Personnel

PROHIBITED WORKPLACE HARASSMENT



PROHIBITED WORKPLACE

HARASSMENT POLICY

NOTE: This policy replaces Interpretive Bulletin DOP-B6 (Prohibited Workplace Harassment).

I. PURPOSE: The purpose of this policy is to prescribe a work environment where illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process) or status explicitly defined as protected under applicable State and federal law as well as nondiscriminatory hostile workplace harassment does not occur. Employees have the right to be free from harassment while in a State government workplace, and the State has the legal obligation to ensure that such harassment does not occur and that effective means of redress are available. This policy shall cover all independent contractors, volunteers, and employees of the State of West Virginia, including executive, administrative, classified, non-classified, exempt, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel.

II. DEFINITIONS

- A. **Appointing Authority:** The executive or administrative head of a unit of State government who is authorized by statute to appoint employees in the classified or classified-exempt service.
- B. **Discriminatory Hostile Work Environment Harassment:** Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law.
- C. **Employee:** Any person who lawfully occupies a permanent or temporary position with the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this document, “employee” shall also include authorized students and interns performing services for an employer under direct supervision irrespective of receipt of wages.
- D. **Employer:** The State or any affiliated political subdivision including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.



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- E. Equal Employment Opportunity (EEO) Coordinator/Counselor: The agency employee selected by an appointing authority to advise employees and management concerning proper EEO procedures and to function as a liaison with the State EEO Office.
- F. Hostile Work Environment Sexual Harassment: A type of illegal sexual harassment based on gender that is sufficiently severe and pervasive as to alter the conditions of the employee's employment and create a hostile and abusive working environment.
- G. Independent Contractor: Any entity or person responsible for the performance of work under a contract.
- H. Nondiscriminatory Hostile Workplace Harassment: A form of harassment commonly referred to as "bullying" that involves verbal, non-verbal or physical conduct that is not discriminatory in nature but is so atrocious, intolerable, extreme and outrageous in nature that it exceeds the bounds of decency and creates fear, intimidates, ostracizes, psychologically or physically threatens, embarrasses, ridicules, or in some other way unreasonably over burdens or precludes an employee from reasonably performing her or his work.
- I. Quid Pro Quo Sexual Harassment: Meaning "this for that" or "something for something," a type of illegal sexual harassment in which the satisfaction of a sexual demand is used as the basis of a tangible employment action.
- J. Retaliation: Adverse action pertaining to any aspect of employment (hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment) taken against an individual for participating in a complaint and/or investigation process. For the purpose of this policy, retaliation shall also include actions taken against such an individual by the accused or other employees.
- K. Sexual Harassment: A type of illegal harassment which involves any unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal, written, or physical conduct of a sexual nature when:
 - 1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment;
 - 2. Submission to or rejection of such conduct is used as the basis for personnel actions affecting an employee; or,
 - 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment.
- L. State EEO Office: The State agency authorized by Executive Order to direct all aspects of the statewide EEO program to prevent unlawful employment discrimination and to promote diversity in West Virginia State government.
- M. Third-party Harassment: Hostile Environment or Quid Pro Quo Harassment in which:



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1. An employee is harassed by a non-employee such as a client or vendor;
 2. An employee harasses a non-employee with whom the agency has a business relationship; or,
 3. An employee believes that a hostile environment exists due to a sexual relationship involving two other employees.
- N. Volunteer: Any authorized individual directly engaged in the performance of services for a State employer without promise, expectation, or receipt of compensation.
- O. Workplace: A worksite where service or work is performed in connection with an independent contractor's, volunteer's, or employee's public employment or service, including sites of social functions and conferences. The workplace includes, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, other vehicles, and parking areas provided by the State, even if not owned, leased, or operated by the State.
- P. Work-/service-related Activity: Includes, but is not limited to, conducting work/service, representing the State or the agency, receiving awards, speaking as a State or agency representative, and participating in receptions when invited as a result of State employment/service.

III. POLICY

- A. Illegal harassment is prohibited by the West Virginia Human Rights Act and Title VII of the Civil Rights Act of 1964 where such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- B. Although some harassment may not violate existing discrimination laws, such behavior can result in a tort claim for intentional infliction of emotional distress. As such, all forms of harassment are prohibited.
 1. This policy extends to employees while engaged in any work-/service-related activity which includes the performance of agency business.
 2. Further, this prohibition applies to independent contractors and volunteers while engaged in any work-/service-related activity in a workplace owned, leased, or operated by a public agency or entity.
 3. Any employee found to be in violation of this policy will be subject to disciplinary action up to and including dismissal.
- C. Management is potentially liable for acts of harassment in the workplace whether or not the source or target of harassment is another employee or a non-employee.
 1. Liability for such acts can be imputed on the employer, unless the employer demonstrates that immediate and appropriate corrective action was taken upon notice of the improper conduct.



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2. Employees may also be held personally liable for harassment.
3. Employees who experience third-party harassment shall also have standing to file claims for discrimination or harassment where employment opportunities or benefits are granted or a hostile environment is created because of an individual's submission to the employer's sexual advances or requests for sexual favors.
- D. Illegal harassment prohibited by State and federal anti-discrimination laws which includes words, conduct, or action, usually repeated or persistent, directed at a specific person that annoys, alarms, or causes substantial emotional distress in that person and serves no legitimate purpose.
- E. There are two legally recognized types of sexual harassment claims: (1) Quid Pro Quo Sexual Harassment, and (2) Hostile Work Environment Sexual Harassment. Such harassment involves verbal and/or physical conduct which may include, but is not limited to:
 1. Sexually explicit or implicit propositions;
 2. Improper questions about an employee's private life;
 3. Sexually discriminatory ridicule, insults, jokes, or drawings;
 4. Undesired, intentional touching such as embracing, patting, or pinching;
 5. Remarks directed against one's sex as a class or group;
 6. Threatened, attempted, or actual sexual assault or rape;
 7. Repeated sexually explicit or implicit comments or obscene and suggestive remarks that are unwelcome or discomfiting to the employee;
 8. Offers of tangible employment benefits in exchange for sexual favors, or threats or reprisals for negative responses to sexual advances; and/or,
 9. Sexual harassment by a supervisor of an employee of the same sex.
- F. Although the scope of The Civil Rights Act of 1964 does not extend to protect employees that are not members of a protected class from unlawful employment discrimination, an employee can still impute liability upon an employer for the infliction of emotional distress if the employer fails to take corrective action when an employee provides notice of nondiscriminatory workplace harassment that has subsequently created a hostile work environment for the employee.
- G. Nondiscriminatory Hostile Workplace Harassment consists of unreasonable or outrageous behavior that deliberately causes extreme physical and/or emotional distress. Such conduct involves the repeated unwelcome mistreatment of one or more employees often involving a combination of intimidation, humiliation, and sabotage of performance which may include, but is not limited to:



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1. Unwarranted constant and destructive criticism;
2. Singling out and isolating, ignoring, ostracizing, etc.;
3. Persistently demeaning, patronizing, belittling, and ridiculing; and/or,
4. Threatening, shouting at, and humiliating particularly in front of others.

IV. COMPLAINT AND INVESTIGATION

- A. It is important to note that **Nondiscriminatory** Hostile Workplace Harassment claims are not within the jurisdiction of the State EEO Office.
 1. Employees must address such complaints through their manager/supervisor, the West Virginia Public Employees Grievance Procedure, or litigation.
 2. Complaints regarding illegal harassment shall be handled in accordance with established EEO procedures.
 3. All information shall be held in strictest confidence and shall be disclosed only to appropriate individuals on a need-to-know basis to investigate and resolve the matter.
- B. While an individual alleging illegal harassment has a duty to promptly report the incident or complaint to the agency's EEO Coordinator/Counselor or his or her immediate supervisor, the individual also has the right to file such complaints with the West Virginia Human Rights Commission and/or the United States Equal Employment Opportunity Commission (EEOC).

V. RESPONSIBILITIES

- A. Employees have the responsibility to:
 1. Refrain from all forms of harassment.
 2. Promptly report allegations or observations of harassment to the appropriate individuals (i.e., supervisor, manager, EEO Coordinator/Counselor, or human resources).
 3. Fully cooperate in and not interfere with any employer-authorized investigation.
 4. Not retaliate against those who participate in the complaint and/or investigation process.
 5. Participate in required training.



PROHIBITED WORKPLACE HARASSMENT **POLICY**

6. Acknowledge understanding of and compliance with this policy by signing the Prohibited Workplace Harassment Acknowledgment Form (Appendix A). B. Appointing authorities have the responsibility to:
 1. Monitor the work environment to ensure that it is free of harassment.
 2. Promptly investigate complaints of harassment.
 3. Enforce this policy and take immediate and appropriate action to address violations.
 4. Ensure that complainants, falsely accused individuals, and/or persons interviewed regarding complaints suffer no adverse impact in their employment or retaliation.
 5. Ensure that confidentiality is maintained by keeping all information regarding a complaint of harassment in a separate, confidential file with access restricted to appropriate individuals on a need-to-know basis.
 6. Ensure that all employees receive appropriate training and that supervisory personnel complete Division of Personnel training on the Prohibited Workplace Harassment policy.
 7. Ensure that all required reports are provided to the State EEO Office.
 8. Post the Prohibited Workplace Harassment Poster (Appendix B) at conspicuous locations throughout the agency.
 9. Communicate this policy to all employees through inclusion in the orientation process of all new employees, and by making it readily available at all work locations.
 10. Maintain the signed Prohibited Workplace Harassment Acknowledgment Form (Appendix A) in each employee's agency personnel file.

VI. REFERENCES

A. Federal

1. U.S. Const., amend. XIV.
2. Executive Order 11246 of 1965, as amended.
3. 8 USC 1324 et seq., (Immigration Reform and Control Act of 1986).
4. 29 USC 206(d) et seq., (Equal Pay Act of 1963, as amended).
5. 29 USC 621, et seq., (Age Discrimination in Employment Act of 1967, as amended).
6. 29 USC 701 et seq., (Rehabilitation Act of 1973).
7. 29 USC 791 et seq., (Rehabilitation Act of 1992).
8. 29 USC 2601 et seq., (Family and Medical Leave Act of 1993).



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9. 38 USC 4301 et seq., (Uniform Services Employment and Re-employment Rights Act of 1994).
10. 42 USC 1981 et seq., (Civil Rights Act of 1991).
11. 42 USC 12101 et seq., (Americans with Disabilities Act of 1990).
12. 42 USCA 12101 et seq., (Americans with Disabilities Act Amendments Act of 2008).
13. 42 USC 2000e(k) (Pregnancy Discrimination Act of 1978).
14. 42 USC 2000d-2000d-7, (Civil Rights Remedies Equalization Act of 1986).
15. 42 USC 2000e et seq., (Title VII of the U.S. Civil Rights Act of 1964, as amended).
16. 42 USC 2000ff et seq., (Genetic Information Nondiscrimination Act of 2008).
17. 29 CFR 1600-1699 (EEOC Uniform Guidelines).

B. State

1. West Virginia Code § 5-11-1 et seq., West Virginia Human Rights Act.
2. West Virginia Code § 5-15-1 et seq., White Cane Law.
3. West Virginia Code § 21-3-19, Discrimination for use of tobacco products prohibited.
4. West Virginia Code § 21-5-17, Employers prohibited from discharging employees for time lost as volunteer firemen or emergency medical service attendant.
5. West Virginia Code § 21-5-18, Employers prohibited from discharging employees for time lost as emergency medical service personnel.
6. West Virginia Code § 21-5E-1 et seq., Equal Pay for Equal Work for State Employees.
7. West Virginia Code § 23-5A-3, Termination of Injured Employee Prohibited; re-employment of injured employees.
8. West Virginia Code § 52-3-1, Discrimination for Jury Service.
9. Executive Order No. 3-94 (April 30, 1994).

VII. EFFECTIVE DATE: May 1, 1993 (this effective date pertains to the original DOP-P6 Policy, Sexual Harassment Prohibited).

VIII. REVISIONS

A. Previous Revisions

1. Pertaining to the original DOP-P6 Policy, Sexual Harassment Prohibited: July 15, 1994, October 20, 1994, and January 1, 2004.
2. Pertaining to the Interpretive Bulletin: January 1, 2005 and December 1, 2006. B. Latest Revision: December 1, 2011.

IX. POLICY NUMBER: DOP-P6.



PROHIBITED WORKPLACE HARASSMENT POLICY

Approved and Issued By:

A handwritten signature in blue ink, reading "Sara P. Walker".

Sara P. Walker, Director of Personnel Date Signed:
November 29, 2011.



PROHIBITED WORKPLACE HARASSMENT

APPENDIX A

POLICY ACKNOWLEDGMENT FORM

I, Connie Saunders, certify that I have received a copy of the West Virginia Division of Personnel Prohibited Workplace Harassment policy (DOP-P6).

I understand that illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process,) or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment, is prohibited and will not be tolerated in the workplace. Further, I understand my responsibility to promptly report allegations of illegal harassment, fully cooperate in and not interfere with any authorized investigation, and not retaliate against those who participate in the complaint and/or investigation process.

My signature acknowledges my receipt of the policy and my understanding of its contents and requirements. My signature does not indicate that I agree or disagree with the content of the policy. However, I understand I must abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to disciplinary action, up to and including dismissal.

Connie Saunders Connie Saunders

Employee's Name (Print)

Employee's Signature

TO BE COMPLETED BY SUPERVISOR

I, _____, certify that I have discussed with and provided the above listed employee a copy of the West Virginia Division of Personnel Prohibited Workplace Harassment policy (DOP-P6).

Supervisor's Name (Print)

Supervisor's Signature

Date

Distribution: Original – Human Resources
Copy – Employee

PROHIBITED WORKPLACE HARASSMENT

Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, genetics, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment (bullying), is prohibited in the workplace.

If you feel you are a victim of illegal harassment, you have a duty to promptly report the incident to your agency's Equal Employment Opportunity (EEO) Coordinator/Counselor or your supervisor. In addition, you have the right to file a complaint/grievance with the:

- West Virginia Equal Employment Opportunity Office: 304-558-0400
- West Virginia Public Employees Grievance Board: 304-558-3361
- West Virginia Human Rights Commission: 304-558-2616
- United States Equal Employment Opportunity Commission: 800-669-4000; 800-669-6820(TTY)

If you feel you are a victim of nondiscriminatory hostile workplace harassment, you should immediately notify your manager or human resources office. You may also file a grievance with the West Virginia Public Employees Grievance Board.

If you believe you have witnessed harassment of another, please report the incident(s) to your agency EEO Coordinator/Counselor, supervisor, or human resources office.

If you have questions about the West Virginia Division of Personnel's statewide Prohibited Workplace Harassment policy, you may contact the Employee Relations Section at 304-558-3950 ext 57209.

WRITTEN POLICY AVAILABLE FROM

West Virginia Division of Personnel
State Capitol Complex, Building 6, Room 416
304-558-3950 ext. 57209

OR ON THE WEB AT: www.personnel.wv.gov

REQUEST FOR QUOTATION
ARFQ 0606 HSE2400000007
Staffing Services – Disaster Case Management

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Department of Homeland Security Division of Administrative Services (DAS) is soliciting bids on behalf of West Virginia Emergency Management Division (EMD or Agency) to establish a contract to provide staffing services. This contract shall cover the following position classifications:

- 1.1.** Disaster Case Supervisor - minimum quantity of 1
- 1.2.** Disaster Caseworker - minimum quantity of 3
- 1.3.** Administrative Assistant - minimum quantity of 1
- 1.4.** Construction Cost Analyst - minimum quantity of 1

The positions listed are to provide assistance to disaster impacted individuals with preparing and submitting Disaster Case Management documents and referrals to the Federal Emergency Management Agency (FEMA) and other partners. Specifically, Disaster Case Management is a collaboration between a trained case manager and a disaster survivor involving the development of a disaster recovery plan and a mutual effort to meet those disaster-caused needs described in the plan. Additional tasks as defined by EMD on its Delivery Order for services may be included. The requested services will be for work in the counties of Boone, Calhoun, Clay, Harrison, and Kanawha during the life of the contract. EMD may request services be provided in other areas within West Virginia if eligible and required. Award of this contract is contingent upon the receipt of a Disaster Case Management Grant from the FEMA as it relates to flooding damages that occurred between August 28 through August 30, 2023. If no grant is awarded, no contract will be awarded.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 “Applicant”** means a non-federal entity submitting an application for assistance under the recipient’s federal award.
- 2.2 “Business Hours”** means Monday – Friday 8:00 AM to 5:00 PM EST excluding weekends and Federal and State holidays, which are as follows:

- New Year’s Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)

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- Thanksgiving (Fourth Thursday in November)
- Lincoln’s Day (Fourth Friday in November)
- Christmas Day (December 25)

2.3 “Contract Services” means a Disaster Case Supervisor, Disaster Case Manager, Administrative Assistant, and Construction Cost Analyst to assist the Agency with preparing and submitting Disaster Case Management documents as more fully described in these specifications.

2.4 “C.F.R.” means Code of Federal Regulations.

2.5 “FEMA” means the Federal Emergency Management Agency.

2.6 “Fulltime” means working forty (40) hours a week.

2.7 “Pricing Page” means the page, contained in wvOASIS or attached hereto as Exhibit A, upon which vendor should list its proposed price for the Contract Services.

2.8 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by DAS.

3. QUALIFICATIONS: Vendor, or vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

3.1. Vendor shall be able to demonstrate their potential to provide these services by providing documentation to indicate they have provided staffing of three (3) individuals in any one or more of the classifications within the past five (5) years; documentation should include enough information to indicate that the vendor provided employees meeting the requirements of a specifically named classification from Section 1, above; the documentation should name the entity to whom the individuals were supplied and provide contact information for that entity. The Vendor must provide documentation to indicate that their company meets this requirement upon request, prior to award; however, bidders may include this documentation with their bid.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 2 C.F.R. §200.326

4.1.1.1 The vendor must conform and comply with all applicable State and Federal laws, including, but not limited to, provisions pursuant to FEMA Requirements set forth in 2 C.F.R. §200.326 (See attached Attachment 1).

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4.1.2 Contract Services #1 – Disaster Case Supervisor – Quantity of one (1).

4.1.2.1 Vendor shall provide a minimum quantity of one (1) full-time Disaster Case Supervisor.

4.1.2.2 The Disaster Case Supervisor will work under the supervision of EMD. The Disaster Case Supervisor will assist with preparing and submitting documentation to FEMA and must perform work onsite, in remote locations as needed, and will be responsible for the following:

4.1.2.2.1 Providing leadership and coordinating all activities involved with Disaster Case Management.

4.1.2.2.2 Preparing programmatic progress reports to present to EMD at least monthly.

4.1.2.2.3 Preparing and submitting reimbursement requests and financial tracking reports to EMD at least monthly.

4.1.2.2.4 Overseeing the daily work tasks of all Disaster Caseworkers, Administrative Assistant, and Construction Cost Analyst including the assignment of referrals, monitoring of case work progress, and acting as a resource to all Disaster Caseworkers and participating partner agencies.

4.1.2.2.5 Ensuring appropriate confidentiality agreements are signed by all staff.

4.1.2.2.6 Attending meetings with community members and partner agencies.

4.1.2.2.7 Identifying best practices to ensure the highest level of service and assistance is provided to affected communities with attention to minimizing or eliminating duplication of services.

4.1.2.2.8 Completing any Disaster Caseworker duties as outlined in Section 4.1.3 as needed.

4.1.2.2.9 Effectively communicate both internally and with the Recipient, Applicants, and the Agency.

4.1.2.2.10 Other Duties as assigned.

4.1.2.3 See Attachment A – Disaster Case Supervisor Qualifications.

4.1.3 Contract Services #2 – Disaster Caseworker – Quantity of three (3).

4.1.3.1 Vendor must provide the Agency with a minimum of three (3) full-time Disaster Caseworkers.

4.1.3.2 Disaster Caseworker will work under the supervision of a Disaster Case

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Supervisor and Agency staff.

4.1.3.3 The Disaster Caseworkers will work under the supervision of the Disaster Case Supervisor. The Disaster Caseworkers will coordinate directly with applicants to assist with preparing and submitting documentation to FEMA and other partner agencies to assist in recovery. The Disaster Caseworkers must perform all work onsite, in remote locations as needed, and will be responsible for the following:

- 4.1.3.3.1** Conducting client outreach and completing intake processes for each applicant.
- 4.1.3.3.2** Conducting home and community visits with the applicants to provide on-going support and assistance in applying for and obtaining community needed recovery resources.
- 4.1.3.3.3** Developing Individual Recovery Plans that include applicant input and EMD feedback as needed.
- 4.1.3.3.4** Conducting follow-up visits to monitor and assess the effectiveness of services provided.
- 4.1.3.3.5** Documenting comprehensive client background information, case history, updates, and progress towards Individual Recovery Plan in case files.
- 4.1.3.3.6** Preparing reports as requested by the Disaster Case Supervisor or EMD.
- 4.1.3.3.7** Document and consolidate data from detailed sources such as but not limited to timesheets, equipment records, and invoices.
- 4.1.3.3.8** Assisting applicants in identifying and obtaining available benefits as well as social and community resources.
- 4.1.3.3.9** Serving as a liaison in identifying and obtaining available benefits as well as social and community resources.
- 4.1.3.3.10** Effectively communicating both internally and with the Recipient and Applicants.
- 4.1.3.3.11** Other duties as assigned.

4.1.3.4 See Attachment B – Disaster Caseworker Qualifications.

4.1.4 Contract Services #3 – Administrative Assistant - Quantity of one (1).

4.1.4.1 Vendor must provide the Agency with a minimum of one (1) full-time Administrative Assistant.

4.1.4.2 The Administrative Assistant will work under the supervision of the Disaster Case Supervisor. The Administrative Assistant will assist the Disaster Case Supervisor, Disaster Caseworkers, and Construction Analyst with administrative tasks as assigned, and will be responsible for the following:

4.1.4.2.1 Providing administrative support to all positions within the

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Disaster Case Management organizational chart.

4.1.4.2.2 Attending meetings with community members and partner agencies.

4.1.4.2.3 Other duties as assigned.

4.1.4.3 See Attachment C – Administrative Assistant Qualifications.

4.1.5 Contract Services #4 – Construction Cost Analyst - Quantity of one (1).

4.1.5.1 Vendor must provide the Agency with a minimum of one (1) full-time Construction Cost Analyst.

4.1.5.2 The Construction Cost Analyst will work under the supervision of the Disaster Case Supervisor and will be responsible for the following:

4.1.5.2.1 Consulting with applicants, vendors, community partners, and other partners to discuss and formulate construction estimates.

4.1.5.2.2 Comparing estimates to ensure applicants are receiving fair and equitable treatment.

4.1.5.2.3 Preparing reports as requested by the Disaster Case Supervisor or EMD.

4.1.5.2.4 Preparing and maintaining a directory of supplies, contractors, and volunteer groups.

4.1.5.2.5 Other duties as assigned.

4.1.5.3 See Attachment D – Construction Cost Analyst Qualifications.

4.1.6 Vendor must have all services outlined in this RFQ completely implemented and operational within thirty (30) calendar days from the contract award date.

4.1.7 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of the scope of work under this RFQ. Any anticipated mileage or travel costs must be factored into the hourly rates vendor submits in the Pricing Page. Such costs will not be paid by the Agency separately.

4.1.8 Vendor shall, at Agency request, replace or provide additional Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts within two (2) weeks of receiving written request by the Agency.

4.1.9 Agency shall reserve the right to delay, refuse, or terminate employment of any Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts without cause.

4.1.10 Vendor will be responsible for ensuring the safety and security of citizens of West Virginia as the Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts will be conducting face to face site

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visits in the community.

- 4.1.11** Vendor shall not provide Disaster Case Supervisors, Disaster Caseworkers, Administrative Assistants, and/or Construction Cost Analysts who have been convicted of a felony in accordance with any State or Federal law.
- 4.1.12** The Agency reserves the right to request random drug testing, or drug testing with reasonable suspicion, and to demand replacement of any individual who fails said drug screening or who has violated the rules and or regulations of the Agency, or who poses a risk or threat to the safety and security of citizens of West Virginia and Agency staff. Agency shall provide written documentation to substantiate its demand for immediate replacement of the vendor's employee.
- 4.1.13** Vendor must provide all supplies and equipment necessary to fulfill the scope of work under this RFQ including, but not limited to, computers, hardware, software, network equipment, internet services, telecommunications and any other infrastructure needed. Agency shall not provide, fund or bear responsibility for any supplies, equipment or infrastructure required for the vendor to fulfill the scope of work under this RFQ.
- 4.1.14** Vendor equipment will not be permitted to connect to the State network.

4.2 VENDOR RESPONSIBILITIES

- 4.2.1.** When presenting candidates for review by EMD, vendor shall provide the qualifications of proposed candidates who meet all requirements of the RFQ.
- 4.2.2.** Successful vendor will provide staffing as requested by EMD. Assignments will be for a specified quantity of hours as indicated on each delivery order. Consistent failure on the part of a successful vendor to fulfill requests from EMD, or consistently being unresponsive to EMD's requests for staffing services, may be grounds for cancellation of the vendor's entire contract.
- 4.2.3.** Successful vendor must provide hourly rates that are inclusive of all costs including, but not limited to, federal, state and local withholding taxes, social security & Medicare taxes as well as all unemployment compensation, workers compensation, general and professional liability premiums. All overhead for the vendor and fringe benefits for the candidate must be included in the successful vendor's hourly rates. All travel expenses must be included in the vendor's hourly rates.
- 4.2.4.** Successful vendor shall provide EMD with information on each staffing candidate, including applications. These must be sent to EMD along with the listing of possible candidates to interview.

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- 4.2.5.** Successful vendor must provide (as requested) the legal documentation to support proof that their candidate is a U.S. citizen or eligible to work in the United States.
- 4.2.6.** Successful vendor is prohibited from providing as a candidate any employee who was previously dismissed for disciplinary or performance reasons by EMD or failed to execute duties satisfactorily, whether as a full-time employee or as contract temporary staff.
- 4.2.7.** The vendor's provided candidate must consistently perform the contracted duties as outlined in these specifications or in the project-specific scope included within any Delivery Order. EMD will notify the awarded vendor if a vendor's employee fails to consistently perform the contracted duties. EMD may, as part of this notification, request the vendor replace the candidate; if so, the vendor has 2 weeks (10 business days) from this notification to provide the qualifications for a replacement. If the vendor provided a candidate under false documentation, that will be grounds for cancellation of the Delivery Order.
- 4.2.8.** The successful candidate(s) will be required to present a timesheet for approval on a regular basis not less than a one (1) week period and not more than monthly.
- 4.2.9.** If during the term of the Delivery Order the candidate placed by the vendor leaves the company and/or has to be replaced; the vendor must give written notice to EMD within one (1) business day, explaining the circumstances of departure, and must replace the candidate with another candidate meeting or surpassing all the requirements for the filled classification listed in Section 4.1 of this contract to maintain continuity of services. Vendor must provide to EMD a list of potential candidates for the replacement staffing needs within 2 weeks (10 business days) of the notification of replacement. Vendor must provide documentation and resumes for every candidate which indicates they are meeting the requirements for the classification. Vendor may send multiple resumes so that EMD may choose. Any interruption of service greater than ten (10) business days will be grounds for cancellation of the Delivery Order.
- 4.2.10.** Successful vendor and candidates must comply with all EMD policies and procedures. Any access or user accounts issued to a candidate to permit work in the State computing environment are subject to revocation without notice, and random or periodic audit of user activity may be conducted by EMD. Vendor, Contractor and Agency shall comply with the West Virginia Division of Personnel Drug and Alcohol-Free Workplace Policy, Attachment 2, and the West Virginia Division of Personnel Prohibited Workplace Harassment Policy, Attachment 3.

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4.3 DUTIES AND RESPONSIBILITIES OF WVEMD

4.3.1 Ordering Procedure: EMD will notify (in writing) the successful vendor with the current priority for any classification of the number of candidates needed, the total number of hours required for the assignment/project, the proposed length of the assignment, the basic description of the project for which the candidate will be used, and any assignment/project-specific requirements. EMD may issue multiple notifications to the same vendor to simultaneously request the same or different classifications, for the same or different assignments; EMD has full discretion on how they wish to organize and issue notifications to the vendor.

4.3.1.1 Upon receipt of required documents, interviews will be arranged by the Director or his/her designee. Interviews will be conducted, at least by telephone, and review of qualifications will be performed by EMD in order to verify the candidate meets the requirements for the requested classification.

4.3.1.2 After EMD has chosen the candidate from those provided by the vendor, EMD will notify the vendor for a signed, dated quote (see vendor Responsibilities, above), then complete a Delivery Order noting the Candidate, the Hourly Rate, the Quantity of Hours required for the project, start and end dates for the Delivery Order/Project, and any other information or requirements pertinent to the project for each classification requested. EMD reserves the right to require a SOW if deemed necessary.

4.3.1.3 All orders will be processed as EMD Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (ie, scanned and electronically attached in wvOASIS).

4.3.2 EMD shall provide each vendor with a final copy of the ADO containing the hours to be worked, any specific location to which contract staff must report and their work schedule.

4.3.3 Independent Contractor Status: The purpose of this contract is to obtain temporary services that are provided by individuals or entities as independent contractors and not as employees of the State of West Virginia. The distinction between an independent contractor and an employee is complex and can require an analysis of twenty (20) or more factors relating to the circumstances of each contract. The Internal Revenue Service and the U.S. Department of Labor have provided guidance on this issue at:

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- 4.3.3.1 Internal Revenue Service (IRS): <http://www.irs.gov/pub/irs-pdf/p15a.pdf>.
- 4.3.3.2 Internal Revenue Service (IRS): <http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Independent-Contractor-Self-Employed-or-Employee>.
- 4.3.3.3 Department of Labor (DOL): <http://www.dol.gov-elaws.esa.flssa.docs/contractors.asp>.

Prior to utilizing the services available under this contract, the requestor must ensure that factors relating to the broad categories of behavioral control, financial control, and the type of relationship between the state and the temporary worker will not cause the independent contractor relationship to be construed as an employee/employer relationship. Items that must be considered include but are not limited to, the degree of control exercised by the State over the temporary worker is integrated into the State's system. DAS recommends that the requestor review the IRS and DOL publications found at the links above and obtain further assurance from their respective internal legal counsel to maintain the independent contractor status of individuals and entities hired under this contract.

- 4.3.4 In the event of the expiration of an ADO, if the candidate has developed a specialized EMD existing environment knowledge base that would make the contractor difficult to replace, EMD reserves the right to maintain the incumbent candidate if available, and if the vendor agrees, instead of beginning the ordering procedure again. A new contract, ADO, would be released to account for the additional hours, unless the total projected extension of hours does not exceed ten (10) percent of the original ADO, in which case a modification/change order can be submitted.

4.4 GENERAL REQUIREMENTS

- 4.4.1 In addition to what is covered by the General Terms and Conditions included with the solicitation, quarterly reports required from the vendor must contain:
 - 4.4.1.1 Complete name of each accepted, actively working candidate during the period;
 - 4.4.1.2 Classification of each accepted, actively working candidate during the period;
 - 4.4.1.3 EMD and Program (when applicable) where each candidate was provided;

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4.4.1.4 Number of hours each candidate has worked (for each quarter and YTD);

NOTE: These reports will be mandatory; failure to adhere to this requirement may result in cancellation of the Contract. Such reports shall be sent electronically to EMD Contract Manager (including all hours provided during the quarter). These reports are due within 30 days after the end of each calendar year quarter.

4.4.2 In addition to what is covered by the Confidentiality in the General Terms and Conditions included with this solicitation, vendor and any candidate they provide may be required to sign the HIPAA/Business Associate Addendum with an Appendix I, which indicates the specific Protected Health Information (PHI), specifically written for the project for which EMD is requesting the candidate, prior to issuance of any delivery order. A copy of the form (without the specific PHI in Appendix I) is available on the website referenced in the Confidentiality term. The HIPAA/Business Associate Addendum is not required for award of the Contract.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price on all Contract Services. The Contract shall be awarded to the vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Page.

Renewal options for years 2, 3, and 4 will be initiated by the Agency, agreed to by the vendor and processed by DAS as Change Orders for subsequent years.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing an hourly rate for Contract Services listed in section 4.1.2, 4.1.3, 4.1.4, and 4.1.5. Vendor should complete the Pricing Page in its entirety as failure to do so will result in vendor's bid being disqualified.

The Pricing Page contains a list of the Contract Services and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Page provided as the assembled ARFQ document in wvOASIS. Bidders wishing to submit a paper bid should download and print a hard copy of the wvOASIS Pricing Page and provide as the Unit Price their Hourly Rate.

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A no bid entered on the pricing page will result in vendor's bid being disqualified.

The vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address: Herbert.M.Skeens@wv.gov.

Any product or service not on the Agency provided Pricing Page will not be allowable. The State cannot accept alternate pricing pages, failure to use Exhibit A – Pricing Page will lead to disqualification of vendors bid.

The rates bid for the contract shall remain firm for the life of the Contract. Rates reflected on delivery orders issued will remain firm for the effective dates of the delivery order and shall concur with the rates bid.

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, vendor shall perform in accordance with the delivery orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay hourly rates, as shown on the Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

- 10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2.** Failure to comply with other specifications and requirements contained herein.
- 10.1.3.** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4.** Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

- 10.2.1.** Immediate cancellation of the Contract.
- 10.2.2.** Immediate cancellation of one or more delivery orders issued under this Contract.
- 10.2.3.** Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager:	Connie Saunders Type text here
Telephone Number:	304-344-4733
Fax Number:	304-325-6817
Email Address:	saundersem@saundersstaffing.net

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Disaster Case Management Staffing

Attachment A – Disaster Case Supervisor Qualifications

The Disaster Case Supervisor must have the following qualifications:

- A bachelor's degree in business administration, accounting, economics, social work, or related field or an Associate's degree in a related field along with a minimum of four (4) years of relevant experience.
- A minimum of two (2) years of experience in publicly facing case management.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.
- Must be able to clear a criminal background check.

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Attachment B – Disaster Caseworker Qualifications

The Disaster Caseworker must have the following qualifications:

- A bachelor's degree in business administration, accounting, economics, social work, or related field or an Associate's degree in a related field along with a minimum of two (2) years of relevant experience.
- A minimum of one (1) year of experience in publicly facing case management.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.
- Must be able to clear a criminal background check.

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Attachment C – Administrative Assistant Qualifications

The Administrative Assistant must have the following qualifications:

- An Associate's degree in a related field.
- A minimum of two (2) years of experience in an administrative support role.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.
- Must be able to clear a criminal background check.

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Attachment D – Construction Cost Analyst Qualifications

The Construction Cost Analyst must have the following qualifications:

- An Associate's degree in a related field.
- A minimum of two (2) years of experience in construction and cost analysis.
- Specific knowledge of FEMA's Disaster Case Management framework.
- Knowledge of 2 CFR 200, 44 CFR, and the Stafford Act.
- Must be proficient in Microsoft Word and Excel.
- Must have technical skills in analysis, business accounting principles, and knowledge of construction methodologies.
- Must be able to clear a criminal background check.

Attachment 1

FEDERAL FUNDS ADDENDUM **2 C.F.R. §§ 200.317 – 200.327**

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

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

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

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

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

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

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

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

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

FEDERAL FUNDS ADDENDUM

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

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

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

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

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

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

c. Definitions: For purposes of this section:

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

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

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

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

**State of West Virginia
Division of Emergency Management**

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name:

By: Saunders Staffing, Inc.

Printed Name: Connie Saunders

Title: President

Date: 03/18/2024

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Connie Saunders

Signature of Contractor's Authorized Official

Connie Saunders

Name and Title of Contractor's Authorized Official

03/28/2024

Date

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

W. Va. CSR § 170-6-6

§170-6-6. Remedies

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

6.2. Contract Cancellation.

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

6.2.1.a. The vendor agrees to the cancellation;

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

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

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

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

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

6.2.1.g. The contract was awarded in error.

6.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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

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

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

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

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

W. Va. CSR § 170-6-6

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

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

6.4. Damages.

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

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

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

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

Prevailing Wage Determination

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



Attachment 2

DRUG- AND ALCOHOL-FREE WORKPLACE

I. PURPOSE

The purpose of this policy is to establish clear and uniform guidelines in accordance with federal and State regulations regarding alcohol, drugs, or controlled substances, including the provisions of the Drug-Free Workplace Act of 1988, as amended. Further, the purpose of this policy is to make every effort to institute and maintain a drug- and alcohol-free workplace by describing to all individuals (e.g., employees, visitors, vendors/independent contractors, and the general public) the prohibitions regarding alcohol and drugs in State and affiliated government workplaces as such use, abuse, and misuse of alcohol, drugs, and/or controlled substances may impact job performance and bring discredit upon the employer. The provisions of this policy apply to all employees of West Virginia Executive agencies or any affiliated political subdivision, including executive, administrative, classified, non-classified, exempt, volunteer, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel, as well as vendors/independent contractors.

II. DEFINITIONS

- A. Agency: Any administrative department of state government or an affiliated political subdivision, including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.
- B. Alcohol: For the purposes of this policy, includes beer, fortified beer, nonintoxicating beer, wine and spirits, ethanol, isopropanol, or methanol alcohol, and any liquid, gel, gas or solid containing more than one half of one percent of alcohol by volume and capable of being used as a beverage or being ingested, inhaled or otherwise taken into the body.
- C. Assessment: An evaluation used to determine the presence of drug and/or alcohol use. A drug and/or alcohol assessment may include but is not limited to observation of behavioral indicators, self-disclosure, or clinical/laboratory testing.
- D. Controlled Substance: A federally-regulated substance listed in Schedules I through V or a controlled substance analogue as provided in the Controlled Substance Act (21 U.S.C. 801 *et seq.*) and/or a substance listed in West Virginia Code § 60A-2-201, *et seq.*, that when taken into the body, may or may not impair one's mental faculties and/or physical performance.
- E. Conviction: A finding of guilt, (including a plea of *nolo contendere*) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or State criminal drug statutes.
- F. Criminal Drug Statute: A criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- G. Drug Paraphernalia: Drug paraphernalia as defined in West Virginia Code § 47-19-3.



- H. Drug Test and Alcohol Testing: A procedure using a sample of the human body capable of revealing the presence of alcohol or other drugs or other metabolites to determine if the individual ingested, injected, or was otherwise exposed to drugs or alcohol.
- I. Employee: Any person who lawfully occupies a permanent or temporary position with an Executive agency of the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal, temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this policy, "employee" shall also include authorized students, interns and volunteers performing services for an agency under direct supervision irrespective of receipt of wages.
- J. Federal Agency: Any agency as that term is defined in 5 U.S.C. § 551.
- K. Grantee: Any department, division, unit, or any person responsible for the performance of work under the provisions of a federal grant.
- L. Illegal Drug: Any drug which is not legally obtainable or a drug available by prescription that is being used in a manner or for a purpose other than as prescribed. Illegal drugs include those controlled substances under federal or State law which are not authorized for sale, possession, or use, and legal drugs which are used, obtained, or distributed illegally.
- M. Legal Drug: Legal drugs include medications prescribed by a physician or, medications in West Virginia that have been legally obtained and that are being used solely for the purpose for which they were lawfully prescribed, and in the dosage and quantity for which they were prescribed. Legal drugs also include over-the-counter medications that have been legally obtained and that are being used for the purpose, and in the dosage and quantity, specified by the drug manufacturer.
- N. Reasonable Suspicion: The belief premised on facts and inferences based primarily upon, but not limited to: (1) Observable phenomena, such as direct observation of use, possession or distribution of alcohol or drugs, or of the physical symptoms of being under the influence of alcohol or drugs, such as, but not limited to, slurred speech, dilated pupils, odor of an alcoholic beverage or drugs, changes in affect or dynamic mood swings; (2) a pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance such as frequent absenteeism, excessive tardiness or recurrent accidents, that appears to be related to the use of alcohol or drug abuse and does not appear to be attributable to other factors; (3) the identification of an employee as the focus of a criminal investigation into unauthorized possession, use or trafficking of drugs; (4) a report of use of alcohol or drugs provided by a reliable and credible source; and (5) repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appears to be related to the use of alcohol or drug and that does not appear attributable to other factors.
- O. Safety Sensitive Position: Any position determined by federal, State, or agency provisions where a lapse of attention or judgment, can lead to an accident that could cause loss of human life, serious bodily injury, or significant property or environmental damage.



- P. Vendor/Independent Contractor: Any entity or person responsible for the performance of work under a vendor agreement or contract.
- Q. Volunteer: Any authorized individual directly engaged in the performance of services for a State or affiliated agency without promise, expectation, or receipt of compensation.
- R. Workplace: A site where service or work is performed in connection with the employment or service of an employee or vendor/independent contractor, including sites of social functions and conferences. The workplace shall include, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, or other means of conveyance (either private or public, while engaged in the performance of duties), and parking areas provided by the agency, even if not owned, leased, or operated by the agency.

III. POLICY

It is the policy of West Virginia State government and its affiliated agencies to ensure that its workplaces are free of alcohol, and illegal drugs by prohibiting the use, possession, purchase, manufacture, distribution, dispensing, sale of, or having such substances in the body system. Attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell alcohol or illegal drugs in the workplace is also prohibited. Although the sale and use of alcohol by an adult may be legal, the use, possession, purchase, manufacture, distribution, dispensing, or sale of alcohol in the workplace is strictly prohibited. Employees violating this policy are subject to disciplinary action up to and including dismissal and may be required to participate in a drug rehabilitation program as a condition of continued employment or reemployment.

- A. This policy is applicable while employees or vendors/independent contractors, are engaged in any work-/service-related activities which include performance of agency business. Work/service-related activity includes, but is not limited to, conducting work/service, representing the State or the agency, participation in conferences or off-site meetings, receiving awards, speaking as a State or agency representative, and participation in receptions when invited as a result of employment/service with the State or the agency.
- B. The use, possession, purchase, manufacture, distribution, dispensing, or sale of alcohol; the reporting to work under the influence of alcohol, or having alcohol in the body system at work, whether the alcohol was consumed at work or away from work, attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell alcohol, are all prohibited in the workplace. Industrial, cleaning, or medical products containing alcohol are not prohibited by this policy when used in the manner in which intended.
- C. The unlawful use, possession, purchase, manufacture, distribution, dispensing or sale of a controlled substance, legal drug, or illegal drug in the workplace; the reporting to work under the influence of an illegal drug; having an illegal drug in the body system; or possession of drug paraphernalia (other than drug paraphernalia lawfully prescribed by a physician or other person licensed to prescribe and used for the lawful purposes for which it was prescribed) are all prohibited in the workplace. Attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell illegal drugs in the workplace is also prohibited.



- D. When reasonable suspicion exists that an employee or vendor/independent contractor has reported to work under the influence of alcohol or an illegal drug, or is impaired due to abuse or misuse of controlled substances or a legal drug, the individual may be subject to assessment, which may include a drug or alcohol test. Refusal of an employee to submit to an assessment or an assessment resulting in a positive result may result in disciplinary action up to and including dismissal.
- E. Exceptions to the provisions of this policy may be necessary in limited situations where employees or vendors/independent contractors are engaged in a lawful work-/service-related activity which may otherwise result in violation of this policy (e.g., law enforcement, regulatory enforcement, confiscation, collection and disposal of refuse, etc.). Appointing authorities may be required to conduct random testing in compliance with applicable state and federal law and/or for safety-sensitive positions. Exceptions to this policy approved by appointing authorities must be communicated in writing to the Director of Personnel.
- F. An appointing authority, or his or her designee, may issue specific safety reporting standards requiring reporting or notification of use of a controlled substance or legal drug, whether prescribed or over-the-counter, that may substantially affect the performance of job responsibilities and give rise to a safety issue (e.g., driving, operating machinery, etc.).
- G. Though legal intoxicants (e.g., glue, paint, etc.) are not specifically prohibited in this policy, unacceptable performance or conduct resulting from the misuse of such intoxicants may result in disciplinary action up to and including dismissal.
- H. As a condition of employment/service with the State of West Virginia or its affiliated agencies, employees and vendors/independent contractors shall:
 - 1. Abide by the terms of this policy;
 - 2. Notify their supervisor or appointing authority in writing of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) calendar days after such conviction;
 - 3. Comply with agency-issued safety reporting standards if using a controlled substance or legal drug, whether prescribed or over-the-counter, that may substantially affect the performance of job responsibilities and give rise to a safety issue (e.g., driving, operating machinery, etc.); and,
 - 4. Acknowledge understanding of and compliance with this policy by signing the Drug- and Alcohol-Free Workplace Employee Acknowledgment Form (Appendix A) or appropriate volunteer/service agreement, as applicable.

IV. RESPONSIBILITIES

- A. It shall be the responsibility of the West Virginia Division of Personnel to establish a drug awareness program and to provide training to employees of Executive and affiliated agencies on the following:



1. The establishment and maintenance of a drug- and alcohol-free workplace in compliance with this policy;
 2. The dangers of alcohol use or drug abuse in the workplace;
 3. Availability of the State's Employee Referral Program;
 4. The consequences of violation of this policy; and,
 5. The utilization of resources concerning the abuse and misuse of alcohol and/or drugs.
- B. It shall be the responsibility of each agency to:
1. Maintain a copy of the Drug- and Alcohol-Free Workplace policy in an accessible location and display the poster in a central location.
 2. Ensure that each new employee receives a copy of the policy during orientation.
 3. Maintain the signed Drug- and Alcohol-Free Workplace Employee Acknowledgment Form (Appendix A) in each employee's agency personnel file.
 4. Enforce the policy and take appropriate action against individuals who are convicted or violate the policy within 30 calendar days from the date of the conviction or violation.
 5. In accordance with applicable legal and administrative disciplinary procedures, promptly address any attempted or unlawful use, possession, purchase, manufacture, consumption, distribution, dispensing or sale of alcohol, a legal drug, or an illegal drug; an employee found to be, or suspected of being, under the influence of alcohol or an illegal drug in the workplace; an employee having alcohol or an illegal drug in the body system; or an employee being impaired due to use, abuse or misuse of a legal drug, intoxicant, or controlled substance in the workplace. Supervisors should contact their respective agency personnel office or individual designated by the appointing authority for guidance. However, in emergency situations supervisors should first ensure the safety of the employee and others and then immediately contact 911, appropriate law enforcement officials, or agency security. Agencies in Kanawha County may also contact the Division of Protective Services at (304) 558-9911 for assistance. Prior to an incident occurring, agencies in outlying areas should ascertain if assistance is available with emergency response and drug and/or alcohol testing through other related services and in compliance with existing agency policy.
 6. Pursuant to the Drug-Free Workplace Act, State agencies that are independent contractors or grantees of federal contracts or recipients of federal grants amounting to at least \$100,000 shall notify, in writing, the federal agency administering the grant, within ten (10) calendar days after receiving notice from an employee of his or her conviction for a violation of a criminal drug statute occurring in the workplace or otherwise receiving actual notice of such conviction. Such notice, including position title, must be submitted to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant. State agencies covered by the



Act are subject to suspension of payments and termination of the contract or grant for violations of any of the requirements of a drug-free workplace.

7. Make a good faith effort to continue to maintain a drug- and alcohol-free workplace by communicating this policy to all employees annually.
8. Ensure that vendors/independent contractors have executed agreements to ensure compliance with drug- and alcohol-free workplace requirements.

V. REFERENCES

- A. Administrative Procedures Act, 5 U.S.C. § 551
- B. Drug-Free Workplace Act, 41 U.S.C. Sections 701-707.
- C. West Virginia Code § 47-19-3.
- D. West Virginia Code § 60A-2-201 *et seq.* and applicable federal statutes.

VI. EFFECTIVE DATE: October 1, 1991.

VII. REVISIONS

- A. Previous Revisions: January 16, 2003 and October 1, 2004.
- B. Latest Revision: December 18, 2020

VIII. POLICY NUMBER: DOP-P2.

Approved and Issued By:

Sheryl R. Webb, Director of Personnel

Date Signed: December 18, 2020.



**DRUG- AND ALCOHOL-FREE WORKPLACE
EMPLOYEE ACKNOWLEDGMENT FORM**

I certify that I have received a copy of the West Virginia Division of Personnel Drug- and Alcohol-Free Workplace policy.

I agree to abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to disciplinary action, up to and including dismissal. I may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment or reemployment. I understand that I must also comply with any agency-issued safety standards.

In addition, I understand that if I am a federal contractor or federal grant recipient or an employee of a federal contractor or federal grant recipient, under federal law and as a condition of employment, if I am convicted of any violation of a criminal drug offense in the workplace, I must report this conviction to my supervisor and the appointing authority in writing within five (5) calendar days of the conviction.

My signature acknowledges my receipt of the policy and my understanding of its contents and requirements. My signature does not indicate that I agree or disagree with the content of the policy.

Connie Saunders

Name (Print)

Connie Saunders

Signature

03/28/2024

Date

TO BE COMPLETED BY SUPERVISOR

I certify that I have discussed with and provided the above-named employee a copy of the West Virginia Division of Personnel Drug- and Alcohol-Free Workplace policy.

Name (Print)

Signature

Date

FORM DOP-P2-AF

Distribution: Original – Human Resources
Copy – Employee

Policy DOP-P02

EFFECTIVE DATE: December 18, 2020



West Virginia Division of Personnel

PROHIBITED WORKPLACE HARASSMENT

NOTE: This policy replaces Interpretive Bulletin DOP-B6 (Prohibited Workplace Harassment).

- I. PURPOSE:** The purpose of this policy is to prescribe a work environment where illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process) or status explicitly defined as protected under applicable State and federal law as well as nondiscriminatory hostile workplace harassment does not occur. Employees have the right to be free from harassment while in a State government workplace, and the State has the legal obligation to ensure that such harassment does not occur and that effective means of redress are available. This policy shall cover all independent contractors, volunteers, and employees of the State of West Virginia, including executive, administrative, classified, non-classified, exempt, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel.

II. DEFINITIONS

- A. **Appointing Authority:** The executive or administrative head of a unit of State government who is authorized by statute to appoint employees in the classified or classified-exempt service.
- B. **Discriminatory Hostile Work Environment Harassment:** Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law.
- C. **Employee:** Any person who lawfully occupies a permanent or temporary position with the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this document, “employee” shall also include authorized students and interns performing services for an employer under direct supervision irrespective of receipt of wages.
- D. **Employer:** The State or any affiliated political subdivision including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.
- E. **Equal Employment Opportunity (EEO) Coordinator/Counselor:** The agency employee selected by an appointing authority to advise employees and management concerning proper EEO procedures and to function as a liaison with the State EEO Office.
- F. **Hostile Work Environment Sexual Harassment:** A type of illegal sexual harassment based on gender that is sufficiently severe and pervasive as to alter the conditions of the employee’s employment and create a hostile and abusive working environment.
- G. **Independent Contractor:** Any entity or person responsible for the performance of work under a contract.



PROHIBITED WORKPLACE HARASSMENT

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- H. Nondiscriminatory Hostile Workplace Harassment: A form of harassment commonly referred to as “bullying ” that involves verbal, non-verbal or physical conduct that is not discriminatory in nature but is so atrocious, intolerable, extreme and outrageous in nature that it exceeds the bounds of decency and creates fear, intimidates, ostracizes, psychologically or physically threatens, embarrasses, ridicules, or in some other way unreasonably over burdens or precludes an employee from reasonably performing her or his work.
- I. Quid Pro Quo Sexual Harassment: Meaning “this for that ” or “something for something,” a type of illegal sexual harassment in which the satisfaction of a sexual demand is used as the basis of a tangible employment action.
- J. Retaliation: Adverse action pertaining to any aspect of employment (hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment) taken against an individual for participating in a complaint and/or investigation process. For the purpose of this policy, retaliation shall also include actions taken against such an individual by the accused or other employees.
- K. Sexual Harassment: A type of illegal harassment which involves any unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal, written, or physical conduct of a sexual nature when:
 - 1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment;
 - 2. Submission to or rejection of such conduct is used as the basis for personnel actions affecting an employee; or,
 - 3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, or offensive working environment.
- L. State EEO Office: The State agency authorized by Executive Order to direct all aspects of the statewide EEO program to prevent unlawful employment discrimination and to promote diversity in West Virginia State government.
- M. Third-party Harassment: Hostile Environment or Quid Pro Quo Harassment in which:
 - 1. An employee is harassed by a non-employee such as a client or vendor;
 - 2. An employee harasses a non-employee with whom the agency has a business relationship; or,
 - 3. An employee believes that a hostile environment exists due to a sexual relationship involving two other employees.
- N. Volunteer: Any authorized individual directly engaged in the performance of services for a State employer without promise, expectation, or receipt of compensation.
- O. Workplace: A worksite where service or work is performed in connection with an independent contractor’s, volunteer’s, or employee’s public employment or service, including sites of social



PROHIBITED WORKPLACE HARASSMENT

POLICY

functions and conferences. The workplace includes, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, other vehicles, and parking areas provided by the State, even if not owned, leased, or operated by the State.

- P. Work-/service-related Activity: Includes, but is not limited to, conducting work/service, representing the State or the agency, receiving awards, speaking as a State or agency representative, and participating in receptions when invited as a result of State employment/service.

III. POLICY

- A. Illegal harassment is prohibited by the West Virginia Human Rights Act and Title VII of the Civil Rights Act of 1964 where such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- B. Although some harassment may not violate existing discrimination laws, such behavior can result in a tort claim for intentional infliction of emotional distress. As such, all forms of harassment are prohibited.
1. This policy extends to employees while engaged in any work-/service-related activity which includes the performance of agency business.
 2. Further, this prohibition applies to independent contractors and volunteers while engaged in any work-/service-related activity in a workplace owned, leased, or operated by a public agency or entity.
 3. Any employee found to be in violation of this policy will be subject to disciplinary action up to and including dismissal.
- C. Management is potentially liable for acts of harassment in the workplace whether or not the source or target of harassment is another employee or a non-employee.
1. Liability for such acts can be imputed on the employer, unless the employer demonstrates that immediate and appropriate corrective action was taken upon notice of the improper conduct.
 2. Employees may also be held personally liable for harassment.
 3. Employees who experience third-party harassment shall also have standing to file claims for discrimination or harassment where employment opportunities or benefits are granted or a hostile environment is created because of an individual's submission to the employer's sexual advances or requests for sexual favors.
- D. Illegal harassment prohibited by State and federal anti-discrimination laws which includes words, conduct, or action, usually repeated or persistent, directed at a specific person that annoys, alarms, or causes substantial emotional distress in that person and serves no legitimate purpose.



PROHIBITED WORKPLACE HARASSMENT

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- E. There are two legally recognized types of sexual harassment claims: (1) Quid Pro Quo Sexual Harassment, and (2) Hostile Work Environment Sexual Harassment. Such harassment involves verbal and/or physical conduct which may include, but is not limited to:
1. Sexually explicit or implicit propositions;
 2. Improper questions about an employee's private life;
 3. Sexually discriminatory ridicule, insults, jokes, or drawings;
 4. Undesired, intentional touching such as embracing, patting, or pinching;
 5. Remarks directed against one's sex as a class or group;
 6. Threatened, attempted, or actual sexual assault or rape;
 7. Repeated sexually explicit or implicit comments or obscene and suggestive remarks that are unwelcome or discomfiting to the employee;
 8. Offers of tangible employment benefits in exchange for sexual favors, or threats or reprisals for negative responses to sexual advances; and/or,
 9. Sexual harassment by a supervisor of an employee of the same sex.
- F. Although the scope of The Civil Rights Act of 1964 does not extend to protect employees that are not members of a protected class from unlawful employment discrimination, an employee can still impute liability upon an employer for the infliction of emotional distress if the employer fails to take corrective action when an employee provides notice of nondiscriminatory workplace harassment that has subsequently created a hostile work environment for the employee.
- G. Nondiscriminatory Hostile Workplace Harassment consists of unreasonable or outrageous behavior that deliberately causes extreme physical and/or emotional distress. Such conduct involves the repeated unwelcome mistreatment of one or more employees often involving a combination of intimidation, humiliation, and sabotage of performance which may include, but is not limited to:
1. Unwarranted constant and destructive criticism;
 2. Singling out and isolating, ignoring, ostracizing, etc.;
 3. Persistently demeaning, patronizing, belittling, and ridiculing; and/or,
 4. Threatening, shouting at, and humiliating particularly in front of others.

IV. COMPLAINT AND INVESTIGATION

- A. It is important to note that **Nondiscriminatory** Hostile Workplace Harassment claims are not within the jurisdiction of the State EEO Office.



PROHIBITED WORKPLACE HARASSMENT

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1. Employees must address such complaints through their manager/supervisor, the West Virginia Public Employees Grievance Procedure, or litigation.
 2. Complaints regarding illegal harassment shall be handled in accordance with established EEO procedures.
 3. All information shall be held in strictest confidence and shall be disclosed only to appropriate individuals on a need-to-know basis to investigate and resolve the matter.
- B. While an individual alleging illegal harassment has a duty to promptly report the incident or complaint to the agency's EEO Coordinator/Counselor or his or her immediate supervisor, the individual also has the right to file such complaints with the West Virginia Human Rights Commission and/or the United States Equal Employment Opportunity Commission (EEOC).

V. RESPONSIBILITIES

- A. Employees have the responsibility to:
1. Refrain from all forms of harassment.
 2. Promptly report allegations or observations of harassment to the appropriate individuals (i.e., supervisor, manager, EEO Coordinator/Counselor, or human resources).
 3. Fully cooperate in and not interfere with any employer-authorized investigation.
 4. Not retaliate against those who participate in the complaint and/or investigation process.
 5. Participate in required training.
 6. Acknowledge understanding of and compliance with this policy by signing the Prohibited Workplace Harassment Acknowledgment Form (Appendix A).
- B. Appointing authorities have the responsibility to:
1. Monitor the work environment to ensure that it is free of harassment.
 2. Promptly investigate complaints of harassment.
 3. Enforce this policy and take immediate and appropriate action to address violations.
 4. Ensure that complainants, falsely accused individuals, and/or persons interviewed regarding complaints suffer no adverse impact in their employment or retaliation.
 5. Ensure that confidentiality is maintained by keeping all information regarding a complaint of harassment in a separate, confidential file with access restricted to appropriate individuals on a need-to-know basis.



PROHIBITED WORKPLACE HARASSMENT

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6. Ensure that all employees receive appropriate training and that supervisory personnel complete Division of Personnel training on the Prohibited Workplace Harassment policy.
7. Ensure that all required reports are provided to the State EEO Office.
8. Post the Prohibited Workplace Harassment Poster (Appendix B) at conspicuous locations throughout the agency.
9. Communicate this policy to all employees through inclusion in the orientation process of all new employees, and by making it readily available at all work locations.
10. Maintain the signed Prohibited Workplace Harassment Acknowledgment Form (Appendix A) in each employee's agency personnel file.

VI. REFERENCES

A. Federal

1. U.S. Const., amend. XIV.
2. Executive Order 11246 of 1965, as amended.
3. 8 USC 1324 et seq., (Immigration Reform and Control Act of 1986).
4. 29 USC 206(d) et seq., (Equal Pay Act of 1963, as amended).
5. 29 USC 621, et seq., (Age Discrimination in Employment Act of 1967, as amended).
6. 29 USC 701 et seq., (Rehabilitation Act of 1973).
7. 29 USC 791 et seq., (Rehabilitation Act of 1992).
8. 29 USC 2601 et seq., (Family and Medical Leave Act of 1993).
9. 38 USC 4301 et seq., (Uniform Services Employment and Re-employment Rights Act of 1994).
10. 42 USC 1981 et seq., (Civil Rights Act of 1991).
11. 42 USC 12101 et seq., (Americans with Disabilities Act of 1990).
12. 42 USCA 12101 et seq., (Americans with Disabilities Act Amendments Act of 2008).
13. 42 USC 2000e(k) (Pregnancy Discrimination Act of 1978).
14. 42 USC 2000d-2000d-7, (Civil Rights Remedies Equalization Act of 1986).
15. 42 USC 2000e et seq., (Title VII of the U.S. Civil Rights Act of 1964, as amended).
16. 42 USC 2000ff et seq., (Genetic Information Nondiscrimination Act of 2008).
17. 29 CFR 1600-1699 (EEOC Uniform Guidelines).

B. State

1. West Virginia Code § 5-11-1 et seq., West Virginia Human Rights Act.
2. West Virginia Code § 5-15-1 et seq., White Cane Law.
3. West Virginia Code § 21-3-19, Discrimination for use of tobacco products prohibited.
4. West Virginia Code § 21-5-17, Employers prohibited from discharging employees for time lost as volunteer firemen or emergency medical service attendant.
5. West Virginia Code § 21-5-18, Employers prohibited from discharging employees for time lost as emergency medical service personnel.
6. West Virginia Code § 21-5E-1 et seq., Equal Pay for Equal Work for State Employees.



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7. West Virginia Code § 23-5A-3, Termination of Injured Employee Prohibited; re-employment of injured employees.
8. West Virginia Code § 52-3-1, Discrimination for Jury Service.
9. Executive Order No. 3-94 (April 30, 1994).

VII. EFFECTIVE DATE: May 1, 1993 (this effective date pertains to the original DOP-P6 Policy, Sexual Harassment Prohibited).

VIII. REVISIONS

A. Previous Revisions

1. Pertaining to the original DOP-P6 Policy, Sexual Harassment Prohibited: July 15, 1994, October 20, 1994, and January 1, 2004.
2. Pertaining to the Interpretive Bulletin: January 1, 2005 and December 1, 2006.

B. Latest Revision: December 1, 2011.

IX. POLICY NUMBER: DOP-P6.

Approved and Issued By:

Sara P. Walker, Director of Personnel

Date Signed: November 29, 2011.



PROHIBITED WORKPLACE HARASSMENT

POLICY ACKNOWLEDGMENT FORM

I, _____, certify that I have received a copy of the West Virginia Division of Personnel Prohibited Workplace Harassment policy (DOP-P6).

I understand that illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process,) or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment, is prohibited and will not be tolerated in the workplace. Further, I understand my responsibility to promptly report allegations of illegal harassment, fully cooperate in and not interfere with any authorized investigation, and not retaliate against those who participate in the complaint and/or investigation process.

My signature acknowledges my receipt of the policy and my understanding of its contents and requirements. My signature does not indicate that I agree or disagree with the content of the policy. However, I understand I must abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to disciplinary action, up to and including dismissal.

Employee's Name (Print)

Employee's Signature

TO BE COMPLETED BY SUPERVISOR

I, _____, certify that I have discussed with and provided the above listed employee a copy of the West Virginia Division of Personnel Prohibited Workplace Harassment policy (DOP-P6).

Supervisor's Name (Print)

Supervisor's Signature

Date

Distribution: Original – Human Resources
Copy – Employee

PROHIBITED WORKPLACE HARASSMENT

Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, genetics, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment (bullying), is prohibited in the workplace.

If you feel you are a victim of illegal harassment, you have a duty to promptly report the incident to your agency's Equal Employment Opportunity (EEO) Coordinator/Counselor or your supervisor. In addition, you have the right to file a complaint/grievance with the:

- West Virginia Equal Employment Opportunity Office: 304-558-0400
- West Virginia Public Employees Grievance Board: 304-558-3361
- West Virginia Human Rights Commission: 304-558-2616
- United States Equal Employment Opportunity Commission: 800-669-4000; 800-669-6820(TTY)

If you feel you are a victim of nondiscriminatory hostile workplace harassment, you should immediately notify your manager or human resources office. You may also file a grievance with the West Virginia Public Employees Grievance Board.

If you believe you have witnessed harassment of another, please report the incident(s) to your agency EEO Coordinator/Counselor, supervisor, or human resources office.

If you have questions about the West Virginia Division of Personnel's statewide Prohibited Workplace Harassment policy, you may contact the Employee Relations Section at 304-558-3950 ext 57209.

WRITTEN POLICY AVAILABLE FROM

West Virginia Division of Personnel
State Capitol Complex, Building 6, Room 416
304-558-3950 ext. 57209

OR ON THE WEB AT: www.personnel.wv.gov

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.

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

- ☐ A pre-bid meeting will not be held prior to bid opening
- ☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are

preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

3A. BID SUBMISSION

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

SEALED BID: _____
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

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

5. 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.

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

☐ This Solicitation is based upon a standardized commodity. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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7. **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.
8. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the Agency and must have paid the \$125 fee, if applicable.
9. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
10. **ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
11. **NON-RESPONSIBLE:** The Director of Emergency Management Division reserves the right to reject the bid of any vendor as Non-Responsible, 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.
12. **ACCEPTANCE/REJECTION:** The Agency may accept or reject any bid in whole, or in part.
13. **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, Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

2.4. **"Director"** means the Director of the West Virginia Emergency Management Division.

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

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

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

2.8. **"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.

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

Term Contract

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

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

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

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

7/9/2021 - WV

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

☐☐☐☐

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

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

Vendor must maintain:

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

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

7/9/2021 - WVEMD

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

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

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

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

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

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

☐

☐

☐

☐

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

7/9/2021 - WV

9. 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

10. **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.
11. **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.
12. **PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.
13. **PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
14. **ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
15. **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.
16. **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.

17. **CANCELLATION:** The Agency reserves the right to cancel this Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor.
18. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
19. **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.
20. **COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.
21. **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.
22. **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.
23. **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.
24. **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 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.

25. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.
26. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
27. **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.
28. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>
29. **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 the State of West Virginia 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 Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Agency 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.

30. **LICENSING:** In accordance with applicable law, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to

obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and upto-date on all state and local obligations as described in this section.

31. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
32. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on

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

33. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other

deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

34. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
35. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code, the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.
36. **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.
37. **REPORTS:** Vendor shall provide the Agency with the following reports identified by a checked box below:
- ☐ Such reports as the Agency 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 Agency.
38. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal

background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprintbased state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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.

(Name, Title)

**Connie Saunders,
President**

(Printed Name and Title) Connie Saunders, President

**(Address) 1116
Smith Street, Suite
314, Charleston,
WV 25301**

(Phone Number) / (Fax Number)
saundersem@saundersstaffing.net

(E-mail address)

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

Saunders Staffing, Inc._____

(Company)

Connie, Saunders President_____

(Authorized Signature) (Representative Name, Title)

Connie Saunders, President_____

(Printed Name and Title of Authorized Representative)

Connie Saunders, President_____

(Date) 03/15/2024

304-344-4733 304-325-6817

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

x(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I

further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Saunders Staffing, Inc.

Company

Connie Saunders

Authorized Signature

03/15/2024_____

Date

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

EXHIBIT A – Pricing Page
Staffing Services - Disaster Case Management
ARFQ 0606 HSE2400000011

Section	Description	Unit of Measure	Estimated Quantity	Estimated Quantity of Positions	Unit Cost / Hourly Rate	Extended Cost
4.1.2	Contract Services #1 - Disaster Case Supervisor	Hourly	2,080	1	\$99.00	\$205,920.00
4.1.3	Contract Services #2 - Disaster Caseworker	Hourly	2,080	3	\$74.00	\$461,760.00
4.1.4	Contract Services #3 - Administrative Assistant	Hourly	2,080	1	\$27.00	\$56,160.00
4.1.5	Contract Services #4 - Construction Cost Analyst	Hourly	2,080	1	\$43.50	\$90,480.00
					Overall Total Cost	\$814,320.00

Please note the following: This information is being captured for auditing purposes.
A no bid entered on the pricing page will result in vendor's bid being disqualified.
Vendor must complete and return this Pricing Page upon request.
Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page could lead to disqualification of vendors bid.
Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	Saunders Staffing, Inc.
	1116 Smith Street, Suite 314
City, St. Zip:	Charleston, WV 25301
Phone No.:	304-344-4733 #1007
Email Address:	saunderssem@saundersstaffing.net

Connie Saunders

3/15/2024

Vendor Signature:

Date:



State of West Virginia
Agency Request for Quote

Proc Folder: 1363806			Reason for Modification:
Doc Description: Disaster Case Management Staffing			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-01-25	2024-02-08 10:30	ARFQ 0606 HSE2400000007	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Herbert Mickey Skeens
(304) 558-2350
herbert.m.skeens@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security Division of Administrative Services (DAS) is soliciting bids on behalf of West Virginia Emergency Management Division (EMD or Agency) to establish a contract to provide staffing services. This contract shall cover the following position classifications:

- 1.1. Disaster Case Supervisor - minimum quantity of 1
- 1.2. Disaster Caseworker - minimum quantity of 3
- 1.3. Administrative Assistant - minimum quantity of 1
- 1.4. Construction Cost Analyst - minimum quantity of 1

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.2 - Disaster Case Supervisor	2080.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.3 - Disaster Caseworker	6240.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.4 - Administrative Assistant	2080.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.5 - Construction Cost Analyst	2080.00000	HOURL		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Questions due by 2:00pm EST	2024-02-01

	Document Phase	Document Description	Page 4
HSE2400000007	Final	Disaster Case Management Staffing	



State of West Virginia
Agency Request for Quote

Proc Folder: 1363806			Reason for Modification: Addendum 1
Doc Description: Disaster Case Management Staffing			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-05	2024-02-12 10:30	ARFQ 0606 HSE2400000007	2

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : Saunders Staffing, Inc.

Address : 1116 Smith Street, Suite 314

Street :

City : Charleston

State : Charleston, WV 25302 **Country :** **Zip :** 25301

Principal Contact : Connie Saunders

Vendor Contact Phone: 304-344-4733 **Extension:** 1007

FOR INFORMATION CONTACT THE BUYER

Herbert Mickey Skeens
(304) 558-2350
herbert.m.skeens@wv.gov

Vendor Signature X *Connie Saunders* **FEIN#** 550688283 **DATE** 03/18/2024

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

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security Division of Administrative Services (DAS) is soliciting bids on behalf of West Virginia Emergency Management Division (EMD or Agency) to establish a contract to provide staffing services. This contract shall cover the following position classifications:

- 1.1. Disaster Case Supervisor - minimum quantity of 1
- 1.2. Disaster Caseworker - minimum quantity of 3
- 1.3. Administrative Assistant - minimum quantity of 1
- 1.4. Construction Cost Analyst - minimum quantity of 1

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.2 - Disaster Case Supervisor	2080.00000	HOUR 99.00		205,920.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.3 - Disaster Caseworker	6240.00000	HOUR 74.00		461,760.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.4 - Administrative Assistant	2080.00000	HOUR 27.00		56,160.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.5 - Construction Cost Analyst	2080.00000	HOUR 43.50		90,480.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 2:00pm EST	2024-02-01

	Document Phase	Document Description	Page 4
HSE2400000007	Final	Disaster Case Management Staffing	814,320.00



State of West Virginia
Agency Request for Quote

Proc Folder: 1363806			Reason for Modification: Addendum 2
Doc Description: Disaster Case Management Staffing			
Proc Type: Agency Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-06	2024-02-12 10:30	ARFQ 0606 HSE2400000007	3

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : Saunders Staffing, Inc.

Address : 1116 Smith Street, Suite 314

Street :

City : Charleston

State : WV

Country :

Zip : 25301

Principal Contact : Connie Saunders

Vendor Contact Phone: 304-344-4733

Extension: 1007

FOR INFORMATION CONTACT THE BUYER

Herbert Mickey Skeens

(304) 558-2350

herbert.m.skeens@wv.gov

Vendor Signature X Connie Saunders

FEIN# 550688283

DATE 03/18/2024

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

ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security Division of Administrative Services (DAS) is soliciting bids on behalf of West Virginia Emergency Management Division (EMD or Agency) to establish a contract to provide staffing services. This contract shall cover the following position classifications:

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- 1.2. Disaster Caseworker - minimum quantity of 3
- 1.3. Administrative Assistant - minimum quantity of 1
- 1.4. Construction Cost Analyst - minimum quantity of 1

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.2 - Disaster Case Supervisor	2080.00000	HOUR 99.00		205,920.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.3 - Disaster Caseworker	6240.00000	HOUR 74.00		461,760.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US			DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.4 - Administrative Assistant	2080.00000	HOUR 27.00		90,480.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO			SHIP TO		
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US			DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.5 - Construction Cost Analyst	2080.00000	HOUR 43.50		90,480.00

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

SCHEDULE OF EVENTS		
<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 2:00pm EST	2024-02-01

	Document Phase	Document Description	Page 4
HSE2400000007	Final	Disaster Case Management Staffing	814,320.00

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

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

ALL CONTRACTS: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Sanders Shipping, Inc

Authorized Signature: Connie Sanders Date: 3/18/24

State of Virginia

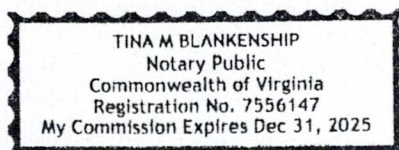
County of Tazewell, to-wit:

Taken, subscribed, and sworn to before me this 18th day of March, 2024

My Commission expires 12/31/2025, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Tina M. Blankenship



Purchasing Affidavit (07/09/2021)