



B00069451

WorkED Consulting LLC
5230 Lighthorne Rd
Burke VA 22015-1726

ATTN: CASEY SACKS
2001 UNION CARBIDE DRIVE
SOUTH CHARLESTON WV 25303

CONTRACT AWARD: RFB BV2022-003
03/01/2023 - 09/30/2025

1	EDA PWEAA: WV Green Tech Jobs - Grant Admin Svcs.	32,640.00 DOL	1.0000	32,640.00
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DISCOUNT:	.00
ADDL CHARGES:	.00
TOTAL TAXES:	.00


32,640.00

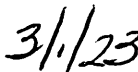
BANNER

FUND: C207
ORGN: 1099
ACCT: 79H124
ACTV: N-A

OASIS

FUND/SUBFUND: 4985/C207
DEPT/UNIT: 0493/1099
APPR: 09900
OBJ/SUBOBJ: 3208/H124
ACTIVITY: N-A


AUTHORIZED SIGNATURE


Date

** Delivery of goods and/or services inclusive of payment MUST be completed by June 30, 2023.

***Please remit invoices by mail to: BridgeValley Community & Technical College
Attn: Financial Affairs - Accounts Payable
2001 Union Carbide Drive
South Charleston, WV 25303

by email to: justa.atha@bridgevalley.edu



RFP COVERPAGE

The undersigned declares that he/she has read **RFB BV2022-03** and that the following proposal is submitted as a good faith response. The undersigned declares that he/she has the authority to obligate the company and that all mandatory requirements were met.

MANDATORY SITE VISIT VERIFICATION

Attendee Name/Title N/A
Attendee Name/Title N/A

The undersigned acknowledges receipt of the following addenda, if released. If no addenda are released, this section is to be left blank:

Addendum 1 FB (initial receipt)
Addendum 2 _____ (initial receipt)
Addendum 3 _____ (initial receipt)

Mason M. Bishop
(Signature of Signee)

Mason M. Bishop
(Print Name of Signee)

Owner
(Title)

WorkED Consulting LLC
(Company Name)

5230 Lighthouse Rd
(Street Address)

Berke VA 22015
(City, State, Zip)

703-209-7890
(Telephone Number)

mason@workledconsulting.com
(E-mail)

Approved as to form this 23rd day of Feb, 2023
Patrick Morrissey, Attorney General

By: [Signature]
Senior Deputy Attorney General

RFP BV2022-003
EXHIBIT A



FEES AND REIMBURSABLE EXPENSE SCHEDULE
RFP 2022-003
Grant Management Services

The undersigned has read and understands all conditions and terms of the solicitation, is authorized to submit this proposal, and hereby offers to perform the services requested for the amounts indicated below:

SENIOR STAFF

Consultation \$ 200 /hour
 Project Management \$ 150 /hour

SUPPORT STAFF

Consultation \$ 80 /hour
 Research, Analysis \$ 80 /hour
 Other \$ 80 /hour

REIMBURSABLES

Travel expense must be pre-approved by the College prior to seeking Reimbursement. Reimbursement for travel will be in accordance with WV State Travel Policy (<http://www.state.wv.us/admin/purchase/travel/TravelRule.pdf>).

A more detailing pricing schedule in lieu of the Fees and Reimbursable Expense Schedule may be submitted; however, the Fees and Reimbursable Expense Schedule must be signed and included with the proposal. The cost/fees disclosed either on the Fees and Reimbursable Expense Schedule or other pricing schedule shall include all overhead and profit. No invoicing shall be accepted that shows any deviation from the cost/fees submitted with the proposal; this includes, but is not limited to, secretarial activity, printing, delivery, rent, phone calls, postage, overnight mail service, and accounting fees.

Signature Mason M Bishop Print Name Mason M Bishop
 Title Owner Company WOLFED Consulting LLC
 Address 5239 Lytlehorne Rd Burke VA 22015 Phone 703-209-7820
 Email mason@wolfedconsulting.com Fax _____



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QUESTIONS WILL BE RECEIVED THROUGH DECEMBER 23, 2022 - MIDNIGHT

PROPOSALS WILL BE RECEIVED UNTIL JANUARY 12, 2023, 12:00 pm EST¹

¹ PROPOSALS RECEIVED AFTER THE DATE AND TIME PROVIDED ABOVE WILL NOT BE CONSIDERED. IT IS THE RESPONDENT'S SOLE RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THE PROPOSAL.

SECTION 1 GENERAL INFORMATION AND STANDARD TERMS AND CONDITIONS

1.1. OVERVIEW

BridgeValley Community and Technical College (the "College") is seeking a well-experienced firm to aid in the administration of awarded grants from the Economic Development Administration (EDA). The overarching role of administration will be for the management of EDA grants awarded; however, by request, to also aid with the application and submission processes.

1.2. SCHEDULE OF EVENTS

12/09/2022	Release bid to public. Bid will be released to public repository's, advertised in local media, and by direct mailing.
12/23/2022	Questions and inquiries regarding any aspect of the solicitation is due by 12 o'clock, midnight.
12/30/2022	Responses to questions and inquiries received will be issued as an Addendum.
01/12/2023 12:00 p.m. EST	BIDS DUE
01/12/2023 1:00 p.m. EST (promptly)	Bids publicly opened and read aloud.
02/01/2023	Anticipated Contract Award, Start Date

1.3. Respondent Point of Contact

The Respondent, or anyone on the Respondent's behalf, is not permitted to make any contact whatsoever with any member of the Board of Governors or College personnel as it relates to the requested services, terms and conditions as set forth in this solicitation. Violation of this clause may result in a rejection of the bid. The individual(s) named as "Buyer" is the sole contact for any and all inquiries after the solicitation has been released for bid.

All requests for clarification, inquiries or questions regarding the specifications or proposal submission must be received in writing by 12 o'clock, midnight, the 18th of December 2022 to: Angela Bradshaw, angela.bradshaw@bridgevalley.edu. Please reference RFP BV2022-003 in the subject line of all communications.

Changes or revisions to this solicitation will be made by an official addendum issued by the College. The Respondent should acknowledge receipt of all addenda issued with this solicitation though acknowledgement on the Cover Page (Exhibit A). Failure to acknowledge addenda may result in bid disqualification.

1.4. Posting of Information

The solicitation and any subsequent issued addendums will be available by accessing the following URL: <https://www.bridgevalley.edu/purchasing-information>.

1.5. Proposal Submission

In accordance with West Virginia Code §5A-3-11, proposals must be received by the College's Office of Fiscal Affairs prior to the date and time of the due date as specified in above Section

1.2, Schedule of Events. Failure to deliver or the non-receipt of a bid by the date and time specified shall result in its rejection from the solicitation process.

Respondents responding to this solicitation shall submit exhibits annotated **REQUIRED**. An ORIGINAL plus four copies by mail by 10:00 a.m., (EST), on the 12th of January, 2023 to:

BridgeValley Community & Technical College
Office of Fiscal Affairs
2001 Union Carbide Drive
South Charleston, WV 25303

The outside of the envelope or package(s) should be clearly marked:

Buyer: Atha/Bradshaw
Proposal: RFP BV2022-003
Opening Date: 01/12/2023
Opening Time: 10:15 a.m. EST (Promptly)

SEALED WRITTEN BIDS WILL ONLY BE ACCEPTED. VERBAL QUOTES OR BIDS SUBMITTED VIA FAX, EMAIL OR ANY OTHER MEANS WILL NOT BE ACCEPTED, UNLESS OTHERWISE NOTED.

1.6. Rejection of Proposals

The College shall select the best value solution according to the criteria considered for contract award. However, the CPO reserves the right to accept or reject any or all proposals, in part or in whole at his/her discretion. The CPO reserves the right to withdraw this solicitation at any time and for any reason. Submission of, or receipt by the CPO confers no rights upon the Respondent nor obligates the College in any manner.

1.7. Conflict of Interest

By signing the bid, the Respondent affirms that it and its' officers, members and employees have no actual or potential conflict of interest, beyond any conflicts disclosed within the submitted bid. Respondent will not acquire any interest, direct or indirect, that would conflict or compromise in any manner or degree with the performance of its services under this contract. If any potential conflict is later discovered or if one arises, the Respondent must disclose it to the College promptly.

1.8. Independent Proposal

A bid will not be considered for award if the commission/price was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to such commission/prices with any other offer or with any competitor. The commission/price quoted in the Respondent's bid will not be subject to any decrease/increase and will be considered firm for the life of the contract unless specific provisions for adjustment have been provided for in the original contract.

1.9. Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of Respondent's abilities to satisfy the requirements of the solicitation. Emphasis should be placed on completeness and clarity of content.

1.10. Verbal Communications

Discussions and/or interviews may be held with a Respondent(s) under final consideration prior to selection for award; however, an award may be issued without such discussions or interviews.

1.11. Oral Statements and Commitments

Respondent must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Respondent's representatives and any College personnel *are not* binding. Only the information issued in writing and added to the solicitation specifications filed by an official written addendum are binding.

1.12. Incurring Costs

Neither the College nor any of its employees or officers shall be held liable for any expenses incurred by any Respondent responding to this solicitation for expenses to prepare, deliver the proposal, or to attend any mandatory or non-mandatory pre-bid meeting or oral presentations.

1.13. Disclosure

All documents submitted in response to this solicitation and any documents created as a result of this solicitation are considered public record. All bids, proposals or offers submitted shall become public information and will be available for inspection during normal business hours at the College. The only exception for public record is disclosure information as provided in WV Code § 29B-1-4. Primarily, only trade secrets are considered exempt from public disclosure.

1.14. Bid Opening and Evaluation Process

At the date and time specified, each bid will be opened and read aloud. Once opened, each bid will be reviewed by the CFO/CPO to make any determination, if applicable, of the Resident Respondent and/or Small, Women-Owned, or Minority-Owned Preference; such preference is an evaluation method only and applies only to the cost in accordance with West Virginia State Code.

Evaluation: Preference

Resident Respondent

Respondent Preference may only be granted upon written request and only in accordance with the West Virginia Code §5A-3-37 and the West Virginia Code of State Rules. Respondent's failure to submit the Respondent Preference Certificate form, when applicable, with its bid will result in denial of Respondent Preference. Respondent Preference does not apply to construction projects.

Small, Women-Owned, or Minority-Owned Respondent (SWM)

For any solicitation publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR §148-22-9, any non-resident Respondent certified as a small, women-owned, or minority-owned business under W. Va. CSR §148-22-9 shall be provided the same preference made available to any resident Respondent. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing by submitting Form WV-1 "Respondent Registration & Disclosure Statement and Small-, Women-, & Minority-Owned Business Certification" with its bid, and must be properly certified under W. Va. CSR §148-22-9 prior to contract award to receive the preferences made available to resident Respondents.

Applicable preference forms can be obtained from the State of WV Purchasing website <http://www.state.wv.us/admin/purchase/forms.html> .

1.15. Contract

The CFO/CPO will perform a final review and award based upon the overall services, qualifications, Respondent preference, if applicable and cost. *Any contract resulting in an award from this solicitation is not valid until properly approved and executed by the CFO/CPO of the College and approved as to form, if required, by the Attorney General.*

The issued contract, by order of precedence, is the Cover Page, the Schedule of Fees, the solicitation and any addendum, and the Respondent's bid along with all required exhibits in response to the solicitation.

1.16. Term of Contract & Renewals

The contract shall be effective upon award and shall extend for the duration of the awarded EDA grant period; however, should the College be awarded multiple EDA grants after contract issuance, a period not to exceed five (5) years.

1.17. Contract Changes

Any changes to the original contract will be made via a Change Order issued by the College. No change is official until a signed Change Order is issued and received by the Respondent.

1.18. Contract Termination for Unavailability of Funds

If funds are not appropriated or allocated for the services provided under the contract, the College may terminate the contract at the end of the affected current fiscal period without charge or penalty. The College shall give the Respondent written notice of such non-appropriation or non-allocation of funds as soon as possible after the College receives notice.

1.19. Contract Termination for Failure to Perform

The College may terminate the contract resulting from this solicitation immediately at any time the Respondent fails to meet the terms of the contract.

1.20. Invoices

Invoices will be submitted in arrears. Payment against invoices prior to receipt of services and an assessment of interest or late fees for late payments is prohibited by State law. Invoices properly prepared and submitted in accordance with the terms and conditions of the contract are typically paid within a thirty (30) day timeframe.

1.21. Governing Law

The contract shall be governed by the laws of the State of West Virginia.

SECTION 2 ELIGIBILITY REQUIREMENTS

2.1. Respondent Registration [WV Code § 5A-3-12]

The West Virginia Code requires that all Respondents be registered (Exhibit E) with the WV Department of Administration, Purchasing Division, prior to receiving a purchase order for competitive products and/or services exceeding \$25,000.

Additional Respondent registration information can be obtained at:

<http://www.state.wv.us/admin/purchase/RespondentReg.html>

2.2. Debarment [WV Code §5A-3-33 through §5A-3-33F]

Respondents that have been debarred by the federal government are not eligible to offer on or receive contracts to supply goods or services to the state and its subdivision for a specified period of time.

2.3. West Virginia Secretary of State

The Respondent must comply with the requirements of the West Virginia Secretary of State, and should provide a copy of their business license with the proposal. For more information, contact the WV Secretary of State or visit <https://sos.wv.gov/Pages/default.aspx>.

2.4. Taxpayer Identification Information

The Internal Revenue Service (IRS) requires the College to request a taxpayer identification number (TIN) for tax reporting purposes. IRS Form W9 (Exhibit D) is used to obtain this information.

2.5. WV Agreement Addendum (WV-96)

The WV-96 is attached to demonstrate the State law and guidelines which must be adhered to in any contracts presented to the College for execution (Exhibit B). A copy of additional terms and conditions that a firm wishes to offer for consideration should be enclosed with the proposal. The West Virginia Attorney General's Office must accept or reject proposed modifications to the WV-96.

2.6. Purchasing Affidavit [WV State Code §5A-3-10a]

WV State Code requires all Respondents to submit an affidavit regarding any debt owed to the State. The Affidavit (Exhibit C) should be completed, signed, and returned with the Respondent's proposal.

2.7. Cover Page

The Cover Page (Exhibit A) includes the RFP Number, Addenda Received check boxes, name(s) of site visit attendee(s), the Respondent's business name, business address and telephone number, a contact name and e-mail address. It also includes a signature line and date for the individual authorized to obligate the business.

SECTION 3 Background Information

3.1. Location

The College is located at:

BridgeValley Community & Technical College
2001 Union Carbide Drive
South Charleston, WV 25303

Operating Hours: Monday – Friday, 8:00 a.m. – 5:00 p.m.

3.2. About the College

BridgeValley assists students in achieving their educational goals. BridgeValley meets the higher education, workforce development, and training needs for industries ranging from healthcare to manufacturing.

Mission Statement

BridgeValley Community and Technical College promotes student success, prepares a skilled workforce, and builds tomorrow's leaders by providing access to quality education.

Vision Statement

BridgeValley Community and Technical College will be the college of opportunity for a diverse learner population, offering leading-edge technology, innovative ideas, and dynamic service to our students and our communities.

Value Statements

Faculty, staff, and administrators share a common set of values that guides the College in fulfilling its mission. These values influence our actions, guide our decisions, mold our policies, and determine our strategic planning.

- 1. Excellence in Education.** We are dedicated to excellence in education and will develop and retain innovative and supportive faculty and staff; maintain facilities equipped with current technology; and deliver a variety of impactful academic and occupational programs based on tolerance of diverse cultural backgrounds and appreciation of divergent points of view.
- 2. Foster and Promote Achievement and Accessibility.** We are committed to providing the skills and resources students need to achieve their educational, career and/or personal goals, and we are committed to open access and affordability of higher education for all of our students.
- 3. Respect for Diversity.** We are dedicated to fostering a learning community in which all individuals are valued and supported; promoting a culture of respect that honors the dignity of every individual; and allowing zero tolerance for disrespect. We believe that everyone should have the opportunity to learn and succeed in the classroom, in the workplace, and in the community.
- 4. Practice Accountability.** We are committed to efficient and effective management of human and financial resources that will maintain public trust through professional integrity and fiscal responsibility.
- 5. Quality of Work and Learning Environment.** As a college fostering and promoting the dignity of each person, BridgeValley strives to provide an environment that is free of harassment. We make a commitment to treat all members of our communities with mutual respect and nurture relationships within the college and community that allow us to grow our knowledge, aid personal progress, expand our reach, and strengthen our impact on those we serve. We believe that our community members are accountable for their actions and should be held to high standards.

- 6. Contribution to Community and Economic Development.** We are committed to serving the academic, occupational, and enrichment needs of our communities; enhancing quality of life; and supporting economic development through effective business, government, community, and industry partnerships and collaborations.
- 7. Commitment to Supporting Our Local Communities.** We strive to be a positive and transformative force in the places we call home by providing resources and programs that enable our neighbors to rejuvenate and reimagine our neighborhoods, interact with and understand our natural and built environments, and participate in and develop our local economy. Championing the arts, cultivating an entrepreneurial spirit, and collaborating with the new and existing industries, the college will be the primary convener and facilitator necessary to support a creative and enduring community.

SECTION 4 SCOPE OF SERVICES

4.1. Project

BridgeValley Community and Technical College is seeking a well-experienced firm to aid in the administration of grants awarded to the College from the Economic Development Administration (EDA).

The successful respondent will aid the College in fulfilling all statutory responsibilities and program requirements of the EDA awarded grant. In conformance with all applicable regulatory and guidance documents for the EDA awarded grant, administrative services include, but is not limited to:

- Monitoring program compliance including all EDA requirements.
- Establishing and maintaining financial processes specific to activity of the EDA grant.
- Collaborating with college stakeholders to develop a strategic plan that addresses achievable and efficient timelines, defining, developing and monitoring measurable outcomes, and defining and developing risk assessments.
- Establishing and maintaining record keeping systems for the EDA grant.
- Providing aid to college stakeholders with procurements as necessary for program implementation in compliance with procurement regulations and policies per 2 CFR 200.
- Preparing required reports for submission and providing guidance on grant award compliance.
- Providing aid to college stakeholders for grant award drawdowns and close out.
- Compiling and reviewing for completeness all program activity procurements, reporting and closeout packages that meet EDA program requirements.
- Other administrative duties as requested for a successful implementation and completion of grant deliverables.

4.2. Bid Requirements

The respondent shall coordinate with the President or his/her designee on all aspects of the grant award.

Required service times during the contract period may vary, but Respondent must be capable of providing both in-person and virtual services between the hours of 7 o'clock a.m. and 10 o'clock p.m. (EST) Monday through Friday, with the exception of holidays observed by the State of West Virginia or days designated by the College where the College is closed.

4.3. Equipment and Supplies

The Respondent will be responsible for providing all equipment and supplies needed to satisfy all aspects of the project scope.

4.4. Personnel

The Respondent must be able to provide a dedicated project manager with expertise in strategic grant management, specifically with EDA grant awards.

4.5. Deficient Performance and Resolution Process

Resolution, through mutual consideration between the College and the Respondent, of any specification deficiencies is of the most importance to the College. The following outlines the approved process to resolve any such deficiencies, including the potential termination of an existing contract.

- The President or his/her designee shall determine through investigation the validity of given deficiency; and, if valid, provide notice of such deficiency in writing to the Respondent.
- Respondent shall correct, either by the end of the following business day the College is open OR the end of a mutually agreed-upon period, any specification as outlined in Section 4 labeled as deficient. Should the Respondent fail to correct such deficiencies within the timeframe agreed upon, one or all of the following actions may be taken:
 - a. Deficiency will be corrected by the College and billed to the Respondent or deducted from the monthly billing;
 - b. Deficiency will be corrected from other sources and hold the Respondent responsible for any costs incurred;
 - c. Termination of contract.

4.6. Special Terms and Conditions

4.6.1. Insurance Requirements

The Respondent, as an independent Respondent, shall be solely liable for the acts and omissions of its employees and agents. The successful Respondent shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Respondent, its agents and employees. Insurance policy must remain in effect for the term of the contract.

Mountwest Community and Technical College shall be named as an additional insured on all policies. A Statement of Insurability at the following levels:

- | | |
|--|------------------------------|
| a) Worker's Compensation | Statutory Limit |
| b) Employer's Liability | \$ 1,000,000 |
| c) Comprehensive, General Liability, Bodily Injury and Property Damage | \$ 2,000,000 each occurrence |

Contractual liability coverage including the indemnification provisions of these conditions must be fully insured under this policy for the liability limits set forth above.

- d) Fire insurance and extended coverage, actual cash value with reasonable deductible.

The College shall not be liable for the loss or damage to any of the Respondent's goods, merchandise, furniture, or any other property. The Respondent shall be responsible for any and all damages to the premises resulting from the negligent or willful acts of the Respondent's agents or employees.

4.6.2. Subcontracts/Joint Ventures

The Respondent is solely responsible for all work performed under the contract and shall assume prime Respondent responsibility for all services offered and products to be delivered under the terms of this contract. The College will consider the Respondent to be the sole point of contact with regard to all contractual matters. The Respondent may, with the prior written consent of the College, enter into written subcontracts for

performance of work under this contract; however, the Respondent is totally responsible for payment of the sub Respondent.

4.6.3. Record Retention

Respondent shall comply with applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Respondent. The Respondent shall maintain such records a minimum of five (5) years and make such records to the College personnel at Respondent's location during normal business hours upon written request by the College within ten (10) days after receipt of the request.

SECTION 5 RESPONDENT RESPONSES AND EVALUATION CRITERIA

5.1. Cover Page

As provided in Section 2 of this RFP as an eligibility requirement, the Cover Page includes the solicitation number, addenda acknowledgement(s), name(s) of site visit attendee(s) – if applicable, the Respondent’s business name, business address and telephone number, a contact name and e-mail address. It also includes a signature line and date for the individual authorized to obligate the business.

5.2. Table of Contents

Clearly identify the material by sections and page number(s).

5.3. Letter of Transmittal

Limit to one or two pages.

- Briefly state the Respondent’s understanding of the scope of services to be provided and the commitment to meet all grant deliverables.
- Provide a list of team member names that will be authorized to make representations for the Respondent, their respective titles and contact information.

5.4. Respondent Profile

- Provide a general summary of the Respondent’s business operation; how long in business, general approach taken to tasks and projects; and, why the Respondent should be selected.
- Provide a list of successful assignments of similar scope completed in the last five (5) years.
- Provide a sampling of project deliverable and outcome schedules crafted that met targeted completion dates from other grant management projects, preferably from an EDA grant award.
- Provide, at minimum, three (3) references from prior grant management projects of a similar scope, preferably from an EDA grant award.
- Provide examples of proven consulting expertise of team members for grant management, preferably from an EDA grant award.

5.5. Pricing

Pricing information is to be provided in a separate sealed envelope and labeled as “Fee Schedule”. The “SCHEDULE OF FEES” form (Exhibit F) is the required format.

5.3. Evaluation Process

Proposals will be evaluated and scored by a committee of College stakeholders and the CFO/CPO. Evaluations will be scored on overall services, qualifications, and costs/commission with a maximum scoring of 100 points total. The recommendation of the successful Respondent will be made to the President by a consensus of the Evaluation Committee and the CFO/CPO. The criteria and the assigned weight factors are provided in Part 5, Section 5.4 and Section 5.5 of this solicitation.

5.4. Evaluation Criteria

The following are the factor and point values:

Profiles and Consulting Expertise	25 Points Possible
Experience	25 Points Possible
Assessment of Capability	25 Points Possible
Price	<u>25 Points Possible</u>
Total	100 Points Possible

Each cost/commission proposal will be evaluated by use of the following formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Price of Proposal being Evaluated}} \times 25 = \text{Price Score}$$

5.5. Minimum Acceptable Score

Respondents must score a minimum of 85% (64 points) of the total technical points possible in order to be eligible for further consideration and to continue in the evaluation process. All Respondents not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The College may select the successful Respondent's proposal based on best value purchasing which is not necessarily the lowest price submitted by a Respondent. Cost/Commission is considered, but is not the sole determining factor for award; discussions or interviews may be held to promote understanding of the College's requirements and the offerors' proposals, and to facilitate arriving at a contract that will be most advantageous to the College. The College does reserve the right to accept or reject any or all of these proposals, in whole or in part, if to do so is in the best interests of the College.

Respondent's failure to provide complete and accurate information may be considered grounds for disqualification. The College reserves the right to ask Respondents for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after bid opening. Presentations may be requested, at the discretion of the Evaluation Committee.

SECTION 6 ADDITIONAL INFORMATION

6.1. By submitting a proposal in response to this RFP, the Respondent shall be deemed to have accepted all the terms, conditions, and requirements set forth herein unless otherwise clearly noted and explained in writing. Any exception(s) or additional terms and conditions a Respondent wishes to offer for consideration must be clearly itemized and explained. Otherwise, the RFP in total shall be incorporated into the contract by reference. The College may accept or reject the Respondent's proposed exceptions as it deems appropriate and in the best interests of the College.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

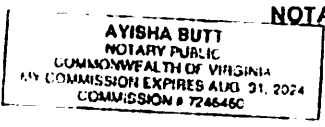
"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: WorkED Consulting LLC
Authorized Signature: [Signature] Date: 7/5/2022
State of VA
County of Fairfax to-wit:
Taken, subscribed, and sworn to before me this 5 day of July, 2022
My Commission expires 8/31, 2024

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

State Agency, Board, or Commission (the "State"): BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
Vendor: WORKED CONSULTING LLC
Contract/Lease Number ("Contract"): BV2022-003
Commodity/Service: GRANT ADMINISTRATION SERVICES

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.

- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strike through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: BRIDGEVALLEY COMMUNITY AND TECHNICAL COLLEGE
By: Cathy Aquino
Printed Name: CATHY AQUINO
Title: CFD
Date: 3/1/23

Vendor: WVLED Consulting LLC
By: Mason M Bishop
Printed Name: Mason M Bishop
Title: Owner
Date: 1/12/2023

Approved as to form this 23rd day of Feb, 2023
Patrick Morrissey, Attorney General

By: [Signature]
Senior Deputy Attorney General