

REQUEST FOR PROPOSALS
WEST VIRGINIA COUNCIL FOR COMMUNITY & TECHNICAL COLLEGE EDUCATION
RFP#26276 ACADEMIC LEADERSHIP TRAINING PROGRAM
ADDENDUM #1 May 26, 2026

| Question | QUESTION | RESPONSE |
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| 1 | Can the Council please provide the decision timeline for this RFP? | The Council anticipates making a selection and awarding a contract within 30 days of the proposal closing date, subject to approval by the West Virginia Attorney General's Office. |
| 2 | Our business is registered outside of West Virginia. Are we required to register as an out-of-state business in West Virginia before submitting our proposal, or would registration only be required upon contract award? | Registration with the West Virginia Secretary of State's Office is not required at the time of proposal submission. However, in accordance with Exhibit A, Item 26, the apparent successful vendor must be properly registered and in good standing with all applicable state agencies prior to contract award. Vendors are encouraged to begin the registration process early to avoid delays. |
| 3 | Much of the work we provide includes proprietary intellectual property, methodologies, and materials developed by our organization. I did not see specific language in the RFP regarding intellectual property ownership. Could you please clarify whether vendors retain ownership of their pre-existing intellectual property and materials, unless customized deliverables are specifically created for your participant population and this program? | Vendors retain ownership of their pre-existing intellectual property, methodologies, and materials. If the vendor has proprietary content and wishes to retain rights, the Council will respect those requirements as stipulated in the final contract. Vendors should clearly address intellectual property terms in their proposals. |
| 4 | Has the Council, or any of the nine institutions individually, previously implemented an academic leadership development program or pilot — whether system-wide or single-institution, internally delivered or through a vendor? If so, who delivered it and which elements were most successful or fell short? | The Council offered a leadership development program more than ten years ago that was developed and delivered internally by Council staff. No staff involved with that effort remain with the agency. No external vendor was involved, and no formal program documentation is available from that initiative. |
| 5 | What historical documentation — needs assessments, climate or engagement surveys, prior program evaluations, or feedback from faculty, chairs, and deans — can the Council share with bidders to help tailor curriculum to identified leadership development needs? | No historical documentation of this nature is currently available. The Council would consider a front-end needs assessment to be part of the engagement with the selected vendor, as referenced in RFP Section 3.2.6, if the vendor deems it necessary to tailor the curriculum effectively. |
| 6 | Section 4.2 and Section 3.2.7 emphasize community/technical college experience. Within the 20-point Qualifications score, is two-year-institution experience weighted more heavily than general higher-education or corporate leadership-development experience? | The evaluation criteria in Section 5.3.1 do not assign separate sub-weights within the 20-point Qualifications score. Proposals will be evaluated holistically based on the firm's relevant experience, facilitator qualifications, and demonstrated ability to deliver high-quality academic leadership development programs. While community college or two-year institution experience is valued, the Council will consider the totality of a vendor's qualifications, including experience in broader higher education and professional leadership development contexts. |
| 7 | Have any recent structural, leadership, or strategic changes within the West Virginia community and technical college system influenced the timing and priority of this initiative? | No. The timing and priority of this initiative reflect the Council's ongoing strategic commitment to investing in leadership capacity across the system. |
| 8 | Sections 3.2.8 and 4.5 require three references for comparable academic leadership development work. Will the Council contact references during evaluation, and may current or ongoing engagements — not only completed ones — be submitted? Is there a recency requirement for the work referenced? | The Council reserves the right to contact references during the evaluation process. Both completed and ongoing engagements are acceptable. While there is no formal recency requirement, work completed within the past three years is preferred. |
| 9 | Beyond the Procurement Office and Council staff, which institutional stakeholders — for example, the system Chancellor's office, or the presidents and chief academic officers of the nine colleges — will be involved in proposal evaluation, the discovery process, and final approval of the curriculum design? | Council staff and the Chancellor's Office will lead the proposal evaluation process. The Council also intends to invite a college president and a chief academic officer from within the system to participate in the evaluation. Following vendor selection, the Council will coordinate with institutional stakeholders as appropriate during the discovery and program finalization process. |
| 10 | What are the most common performance gaps or personnel challenges currently observed among faculty, department chairs, and deans that this program is specifically intended to address? | The Council has observed that many faculty members who move into leadership roles such as department chair or dean do so with limited formal preparation in areas such as managing personnel, navigating institutional governance, leading through change, managing conflict, and communicating effectively across organizational levels. This program is intended to address those gaps by equipping aspiring and current academic leaders with practical skills and frameworks that strengthen their effectiveness in these areas. |
| 11 | How will the cohort of up to 30 be selected or nominated across the nine institutions? Given participants will range from faculty to sitting deans, does the Council expect differentiated learning tracks within the cohort? Is 30 a guaranteed minimum, a cap, or an estimate? | The program is designed for a single cohort of up to 30 participants. Thirty represents a cap, not a guaranteed minimum. The Council does not anticipate differentiated learning tracks within the cohort; the program should be designed to benefit participants at varying stages of their leadership journey, from faculty aspiring to leadership to sitting department chairs and deans. The participant selection process has not yet been finalized, and the Council will work with the selected vendor on developing appropriate nomination and selection criteria. |

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| 12 | Section 3.2.7 requires named facilitators with biographies, and facilitator qualifications are scored under Section 5.3.1. If a named facilitator becomes unavailable between proposal submission and program delivery, or during the program year, what is the Council's process for approving a substitute, and what equivalency standard will apply? | The Council understands that facilitator availability may change between proposal submission and program delivery. Should a named facilitator become unavailable, the Council will work with the vendor to approve a suitable replacement. The expectation is that any replacement facilitator would carry experience and credentials comparable to those of the individual originally named in the proposal. |
| 13 | Section 5.3.2 lists seven evaluation elements for the 50-point Program Design score without assigning points among them. Can the Council provide the point weighting, or relative priority, for those seven elements — and likewise for the components of the 20-point Qualifications score? | The Council has not assigned specific point sub-weights among the seven evaluation elements listed under Section 5.3.2 or among the components of the 20-point Qualifications score in Section 5.3.1. Proposals will be evaluated holistically within each scoring category based on the criteria described in the RFP. Vendors are encouraged to address each element thoroughly |
| 14 | Award is anticipated by approximately June 2026, with work beginning within 30 days of contract execution and the fall seminar in September/October 2026. If award or Purchase Order execution slips, will the fall-seminar window or overall program timeline be adjusted accordingly? | The Council is flexible on the program start date. Ideally, the Council would begin working with the selected vendor on program planning promptly following contract execution, with a preferred kickoff seminar date in September or October 2026. Should that timeline prove infeasible, the Council is willing to negotiate a later start date and adjust the overall program timeline accordingly. |
| 15 | Will the four virtual sessions run on a Council-provided platform or institutional LMS, or is the vendor expected to provide and license the platform? Do the Council or the nine institutions have IT security standards, firewall limitations, or required or prohibited platforms (e.g., Zoom, Teams) that the vendor's solution must accommodate to ensure seamless participant access? | The Council will provide access to a learning management system (LMS) at no cost to the vendor if needed. The Council is flexible regarding virtual session platforms and is willing to work with the vendor to identify the most effective solution. |
| 16 | Section 3.2.2 states proposed topics "may be modified in collaboration with the Council following vendor selection," while Exhibit B prohibits fees not expressly provided for. If post-award collaboration materially expands scope — added sessions or redesigned content — what mechanism addresses that change? | Any post-award modifications that materially expand the scope of work would be addressed through a formal change order to the contract, based on an updated scope of work approved by the Council through proper procurement procedures. |
| 17 | Section 5.2 limits proposals to twenty (20) pages, excluding resumes, sample materials, and required exhibits. Given the volume of required Section 3 content — learning objectives, two draft seminar agendas, four virtual session descriptions, engagement strategies, an assessment plan, and the finalization process — can the Council clarify what counts toward the 20-page limit, and whether draft agendas and sample session materials may be placed in exhibits outside that limit? | The 20-page limit applies to the narrative body of the proposal. Draft agendas, resumes, sample materials, and required exhibits (Exhibits A through E) do not count toward the 20-page limit and may be included as appendices. |
| 18 | The RFP states the Council "anticipates" partnering with a WV university for graduate credit. Is a specific university identified, and is the program expected to be designed to credit-bearing standards — contact hours, syllabi, assessment rigor, and grading processes — in this proposal, or will credit alignment be handled after award if the partnership materializes? | The Council has identified a West Virginia university with interest in this partnership but is waiting until a vendor is selected to finalize the details of credit alignment. Vendors are not expected to design the program to credit-bearing standards in their proposals. Credit alignment, including contact hours, syllabi, assessment rigor, and grading processes, will be coordinated collaboratively among the Council, the selected vendor, and the university partner following contract award. |
| 19 | Who will own the curriculum, facilitator materials, and participant resources developed under this contract? The RFP is silent on intellectual property. May the vendor retain and reuse its proprietary frameworks and content — and if the vendor customizes a proprietary leadership framework specifically for the Council, does that customized version become Council property? May the Council continue to use or re-deliver the materials after the contract term? | The RFP does not prescribe specific intellectual property terms. Vendors should address intellectual property ownership in their proposals. If the vendor has a proprietary product or framework and wishes to retain rights, the Council will respect those requirements as stipulated in the final contract. The Council encourages vendors to clearly state their terms regarding ownership, licensing, and post-contract use of any materials developed under the engagement. |
| 20 | Will the vendor be expected to provide a "train-the-trainer" playbook or long-term access to a digital repository of materials enabling the Council to replicate or deliver the program for future cohorts without the vendor's involvement? | A train-the-trainer component or long-term access to a digital repository is not a requirement of the RFP. However, vendors may include such options at their discretion, and the Council would consider them favorably. |
| 21 | During front-end discovery and program finalization, are there any non-negotiable topics, frameworks, or specific case studies the Council already knows it requires the vendor to include? | The Council has not identified any non-negotiable topics, frameworks, or case studies at this time. The Council expects to collaborate with the selected vendor during the front-end discovery process to identify the most relevant content for the program. |

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| 22 | Exhibit A states the entire technical proposal and resulting contract are public records subject to FOIA, with no confidential or trade-secret protection. Given the proposal must contain detailed program design, agendas, and methodology, does the Council offer any mechanism to protect proprietary instructional design from public release? | The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Any information considered a trade secret must be separated from the Vendor submission and clearly labeled as such. Primarily, only trade secrets, as submitted by a bidder, are exempt from public disclosure. The submission of any information to the State by a Vendor puts the risk of disclosure on the Vendor. The Council/Commission does not guarantee non-disclosure of any information to the public. |
| 23 | The RFP does not state a budget, not-to-exceed amount, or estimate, and price is scored 30 points on a low-bid ratio. Can the Council share a budget range or prior program funding level to help bidders scope appropriately? | The Council will not provide a budget range or not-to-exceed amount in advance. Vendors should propose pricing that reflects the scope of services described in the RFP. |
| 24 | Exhibit B Item 9 fixes pricing for the life of the contract but permits a vendor to request price-adjustment provisions in its bid; Item 3 allows renewal for three successive years. Does a renewal entail re-delivering the program for new cohorts, and if so, is the same firm-fixed price expected to hold across all renewal years — or would the Council entertain an escalation or price adjustment provision for the renewal terms? | Renewal of the contract, as permitted under Exhibit B, Item 3, would entail re-delivery of the program for subsequent cohorts. The Council will entertain a price escalation or adjustment provision for renewal terms; however, the Council reserves the right to decline renewal or cancel the contract if mutually acceptable terms cannot be agreed upon. |
| 25 | Payment is made in arrears (Exhibit B Item 10), and the vendor absorbs upfront costs for facilitator travel, materials, and technology. For a year-long program, what payment or milestone schedule does the Council anticipate — for example, invoicing per semester or on completion of each seminar? Will payment be tied to participant headcount? | The vendor may propose a milestone-based billing schedule. For example, billable milestones might include completion of the discovery phase and curriculum finalization, completion of the fall kickoff seminar, or completion of individual virtual training sessions. The proposal should specify a proposed billing schedule with defined milestones. Billing milestones must be reasonable, and the percentage of the total contract amount billed at each milestone should be approximately proportionate to the amount of work completed at that point. |
| 26 | Section 3.3 allows facilitator travel to be "included in the proposal budget or billed separately as specified," but in-person venue locations are not identified. Does the Council prefer travel as a fixed line in the lump-sum price or as a separate reimbursable? Are there State of West Virginia per diem rates or travel-cost caps the vendor must adhere to, and can the Council indicate the likely regions or venues for the two seminars? | Facilitator travel expenses should be billed separately from the program fee, in accordance with State of West Virginia travel reimbursement policies. The State observes federal per diem rates for lodging and meals. The venue locations for the two in-person seminars have not yet been determined but will likely be at a central location within the state. Relevant travel policies are available to the vendor upon request. |
| 27 | Exhibit B Item 6 requires \$1,000,000 Commercial General Liability/Errors & Omissions coverage and \$1,000,000 Automobile Liability coverage. As the scope is professional facilitation and consulting with no vendor-operated vehicles in contract performance, can the Council confirm whether the Automobile Liability requirement applies — or whether hired/non-owned auto coverage satisfies it? Can the Council also confirm the intended scope of the Errors & Omissions coverage? | Automobile Liability Coverage is not required. The Council will amend the RFP to reflect this change. (See attached amended copy of Exhibit B General Terms and Conditions) |
| 28 | Beyond the required end-of-session evaluations and the capstone activity, what specific metrics or KPIs will the Council use to measure the program's long-term success, impact, and return one to three years post-completion? | The Council has not established specific long-term KPIs at this time and would look to the selected vendor for guidance on appropriate metrics for measuring program impact over time. Vendors are encouraged to include recommendations for long-term evaluation in their proposals. |
| 29 | How and when will the Council decide whether to renew the program for additional cohorts, and what would make this initiative a candidate for continuation? | The Council would plan to make a renewal decision at least 90 days prior to the anticipated start of the next cohort but is willing to negotiate a different timeline based on the vendor's needs. Renewal decisions will be based on demand for the program across the nine institutions and feedback from participants and institutional leadership. |
| 30 | What specific behavioral changes or institutional outcomes — for example, increased retention of department chairs and deans, or the share of faculty advancing into leadership roles — would the Council need to see to consider this cohort a definitive success? | The Council would work with the selected vendor to determine appropriate metrics for measuring the success of the program. Vendors are encouraged to propose success metrics and evaluation approaches in their proposals that align with the program's goals of strengthening leadership capacity and preparing participants for advancement. |
| 31 | The Executive Summary aims to "foster lasting culture change across the system." How does this program align with — and strategically influence — the broader five-year objectives of the West Virginia community and technical college system, and which leaders are championing the initiative? | This initiative is being championed by the Chancellor and the presidents of the state's nine public community and technical colleges. The program aligns with the system's broader strategic priorities of strengthening institutional effectiveness, building workforce and leadership capacity from within, and ensuring that the state's community and technical colleges are well-positioned to serve students and communities across West Virginia. By cultivating a pipeline of prepared academic leaders, this initiative directly supports the system's goals of improving student outcomes, institutional stability, and long-term organizational resilience. |

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| 32 | Could you please describe the process and criteria for selecting participants for the initial cohort? | The participant selection process has not yet been finalized. The Council will work with the selected vendor to establish appropriate nomination and selection criteria that ensure a well-rounded and representative cohort from across the nine institutions. |
| 33 | What level of institutional or system support is anticipated for participants (e.g., dedicated time, workload adjustments, or stipends) to ensure their full engagement in the program? | The level of institutional support for participants has not yet been determined. The Council is willing to discuss options such as dedicated time, workload adjustments, or other accommodations with the selected vendor and institutional leadership to ensure participants can fully engage in the program. |
| 34 | Does the Council anticipate utilizing a learning management system (LMS) or preferred platform for virtual learning and resource sharing that the selected vendor should integrate with or provide? | The Council will provide access to a learning management system (LMS) at no cost to the vendor if needed. The Council is flexible regarding platforms and is willing to work with the vendor to identify the most effective solution for virtual learning and resource sharing. |
| 35 | Will participation in the program include an expectation that participants pursue graduate credit, or will this option remain voluntary? | Graduate credit will be entirely optional. Participation in the program does not require pursuit of graduate credit; this option will be available for those who choose to opt in. |
| 36 | Which leadership competencies are most important for participants to strengthen by the end of the program? | While the Council has not prescribed a specific competency framework, the RFP identifies several priority areas including communication and conflict resolution, team leadership, strategic thinking, navigating institutional governance and change, budget and resource management, faculty development and performance management, and sustainable leadership practices. The Council expects the selected vendor to bring expertise in identifying and developing the leadership competencies most critical for academic leaders in community college settings. |
| 37 | How does the Council define “measurable results” for this program? | The Council defines measurable results broadly to include evidence of participant growth in knowledge, skills, and leadership competencies over the course of the program. This may include pre- and post-program assessment results, participant self-assessments, supervisor or peer feedback, session evaluation data, and completion of a culminating capstone activity. The Council will work with the selected vendor to define specific metrics and establish a measurement framework appropriate to the program's objectives, as described in RFP Section 3.2.5. |
| 38 | Would the Council value a pre- and post-program assessment approach to help participants identify growth priorities and reflect on development over time? | Yes, the Council values a pre- and post-program assessment approach. As noted in RFP Section 3.2.5, proposals must describe the assessments that will be built into the program, which may include pre- and post-program assessments to measure growth. The Council will work with the selected vendor to finalize the assessment process. |
| 39 | Should the program include a system-level summary of cohort strengths, growth themes, and development priorities to inform future leadership development efforts? | The Council is open to including a system-level summary of cohort strengths, growth themes, and development priorities. As noted in RFP Section 3.2.5, the vendor is expected to provide a summary report to the Council at the conclusion of the program. |
| 40 | Would the Council be open to the vendor proposing optional enhancements that strengthen assessment, coaching, or long-term leadership development, provided they remain within scope and are included as a separate budget line? | Yes. The Council welcomes optional enhancement proposals. These should be presented as separate line items in the pricing submission, clearly distinguished from the base program cost. Optional add-ons will not be considered in proposal scoring. |
| 41 | Is this an established program with an incumbent? | No. This is a new program. |
| 42 | If there is an incumbent, who is it and are they eligible to bid? | Not applicable. |
| 43 | Is there a budget that can be shared? | The Council will not provide budget information in advance. |
| 44 | What is the council-provided platform for virtual sessions? Or is there a preferred platform (e.g. Teams, Zoom, etc.) | The Council is flexible and willing to work with the vendor on platform selection. The Council can provide access to Zoom, Microsoft Teams and/or a learning management system if needed. |
| 45 | Will we need to know/use Canvas, Blackboard or Moodle, or Google Classroom. | The Council is flexible regarding LMS platforms and is willing to work with the vendor to identify the most appropriate solution. |
| 46 | Have the participants been through other academic leadership classes? If so, please describe. | To the Council's knowledge, the anticipated participants have not completed a formal academic leadership development program. Some individuals may have participated in other professional development opportunities, but no system-wide leadership training has been offered in recent years. |
| 47 | Please share any known curriculum outcomes. | The RFP outlines desired learning areas in Section 3.2.1, including self-awareness and personal leadership development, leading and managing others, building high-performing teams, navigating institutional governance and change, communication and conflict resolution, strategic thinking, budget fundamentals, faculty development and evaluation, curriculum development, and sustainable leadership practices. The Council expects the selected vendor to propose specific, measurable learning outcomes aligned with these topic areas as part of the proposal. |

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| 48 | What are the accreditation body/bodies by which the institution is governed? | The nine community and technical colleges in the system are institutionally accredited by the Higher Learning Commission. Individual programs may also hold specialized accreditation through discipline-specific accrediting bodies. |
| 49 | Can the institution share a list of competencies for pre and post eval assessment, if known. | The Council has not established a specific list of competencies for pre- and post-assessment at this time. The Council will work with the selected vendor to identify appropriate competencies and establish the assessment process. |
| 50 | Using Kirkpatrick's levels of evaluation, which level is expected? | The RFP does not prescribe a specific evaluation framework. The Council will defer to the vendor's professional expertise in recommending an appropriate evaluation approach and will work collaboratively with the selected vendor to finalize the assessment and evaluation plan following contract award. |
| 51 | Is there a possibility of assigning extra reading and research outside of the established sessions (pre- or post-reading and exercises)? | Yes. A reasonable amount of pre-reading, post-session exercises, or independent assignments between sessions is acceptable to reinforce learning. |
| 52 | Will the Council be able to provide case studies and relevant examples for the course material? | The Council may be able to provide case studies, institutional examples, or relevant system-level information upon request to support the vendor's curriculum development. |
| 53 | Where will the two in-person seminars be held (campus, or a central conference venue)? Is the Council responsible for securing the venue or should we include that in our bid? | The venue locations for the two in-person seminars have not yet been determined. The Council will be responsible for selecting and securing venues, covering all venue costs, participant travel, and meeting logistics. These costs need not be included in the vendor's bid. |
| 54 | Is this a single cohort of up to 30 participants, or multiple smaller cohorts? Cohort structure affects facilitator load, materials, and engagement strategies. | This is a single cohort of no more than 30 participants. |
| 55 | Is there expectations regarding the number of facilitators per session? | The RFP does not specify a required number of facilitators per session. Vendors should propose the facilitator configuration they believe is most effective based on their experience with programs of this scope and size. |
| 56 | Innovative Educators frequently incorporates validated leadership assessments, specifically the CliftonStrengths, into our leadership programs. Does the Council have a preferred assessment, or would the Council welcome a vendor recommendation? | The Council does not have a preferred leadership assessment instrument and welcomes vendor recommendations. Vendors who propose the use of validated assessments such as CliftonStrengths or similar tools should describe how the assessment will be integrated into the program design. |
| 57 | Has the Council identified the University partner for graduate credit, or is partner identification still in progress? | The Council has identified a West Virginia university with interest in this partnership but is waiting until a vendor is selected to finalize the details. |
| 58 | If a partner is identified, are there specific curriculum, contact-hour, or assessment requirements the vendor must align with to support graduate credit? | Specific curriculum, contact-hour, and assessment requirements for graduate credit have not yet been established. These details will be negotiated collaboratively among the Council, the selected vendor, and the university partner following contract award. |
| 59 | Does the Council envision structured peer engagement between formal sessions (peer accountability groups, action learning teams, or coaching circles)? | The Council has no preference regarding structured peer engagement between formal sessions and would defer to the vendor's professional recommendations. Vendors are encouraged to propose the engagement strategies they believe will be most effective in sustaining cohort learning and connection throughout the program year. |
| 60 | Would the Council welcome optional add-on pricing for services such as one-on-one executive coaching, expanded asynchronous learning libraries, customized leadership playbooks, or extended cohort coaching beyond the contracted year? If so, should these be presented as separate line items in the pricing email or omitted from the bid entirely? | The Council welcomes optional add-on proposals for services such as executive coaching, asynchronous learning resources, customized leadership playbooks, or extended cohort support. These should be presented as separate line items in the pricing email, clearly distinguished from the base program cost. The vendor should specify the base rate for the proposed program along with any optional enhancements. Optional add-ons will not be considered in proposal scoring. |
| 61 | Is there an anticipated budget range or not-to-exceed amount for this engagement? | The Council will not provide budget information in advance. Vendors should propose pricing that reflects the scope of services described in the RFP. |

Exhibit B

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Commission/Institution's Chief Procurement Officer or Director of Purchasing, or their designee, and approved as to form by the Attorney General's Office constitutes acceptance by the Commission/Institution of this Contract made by and between the Commission/Institution and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid RFP/RFB, signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

2.1. "Agency" or "Agencies" means the agency, institution, board, commission, or other entity of the State of West Virginia that is identified on the first page of the RFP/RFB 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 RFP/RFB.

2.3. "Chief Procurement Officer" or "Director of Purchasing" means the individual authorized to sign Purchase Order/Contracts.

2.4. "Commission/Institution" means the entity identified on the first page of the RFP/RFB who is issuing the solicitation.

2.5. "Contract" or "Purchase Order" means the binding agreement that is entered into between the Commission /Institution and the vendor to provide the goods or services requested in the RFP/RFB.

2.6. "Award Document" means the document signed by the Commission/Institution and approved as to form by the Attorney General, that identifies the vendor as the contract holder.

2.7. "RFP/RFB" means the official notice of an opportunity to supply the Commission/Institution with goods or services.

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

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

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

Form Origination Date: 03/30/2022

Term Contract

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Commission/Institution, and the Vendor, with approval of the Attorney General's Office (Attorney General approval is as to form only) for 3 successive years. Any request for renewal should be delivered to the Commission/Institution thirty (30) days prior to the expiration date of the contract.

Automatic renewal of this Contract is prohibited.

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.

One-Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order 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: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

5. QUANTITIES: The quantities required under this Contract shall be identified in the RFP/RFB/Purchase Order.

6. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the Commission/Institution 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 Commission/Institution with proof that the insurance mandated herein has been continued. Vendor must also provide the Commission/Institution 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.

Vendor must maintain:

Commercial General Liability/Errors and Omissions Insurance in at least an amount of: \$1,000,000.00 per occurrence each.

Automobile Liability Insurance in at least 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.

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

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

9. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this RFP/RFB/Contract by the Commission/Council/Institution. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Commission/Institution. 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.

10. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

11. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and/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.)

12. 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.

13. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly provided for in the RFP/RFB.

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

15. CANCELLATION: The Commission/Institution 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.

16. 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 or West Virginia Code, is void and of no effect.

17. COMPLIANCE WITH LAWS: Vendor or approved Subcontractor 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.

18. 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.

19. MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Commission /Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

20. 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.

21. 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 Commission/Institution 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.

22. 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 Commission/Institution and the Attorney General's Office (as to form only).

23. 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 Commission/Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

24. STATE EMPLOYEES: State employees (including Commission/Institution employees) are not permitted to utilize this Contract for personal use and the vendor is prohibited from permitting or facilitating the same.

25. 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 Commission/Institution, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Commission/Institution's policies, procedures, and rules.

26. LICENSING: 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. Upon request, the vendor must provide all necessary releases to obtain information to enable the Commission/Institution to verify that the vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up to date on all state and local obligations as described in this section. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

27. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order with the Commission or any Institution of the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the institution 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 Commission/Institution. Such assignment shall be made and become effective at the time the Commission/Institution tenders the initial payment to vendor.

28. 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 RFP/RFB 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 Commission/Institution. The individual signing this bid or offer on behalf of the 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; and that he or she is authorized to bind the vendor in a contractual relationship.

29. VENDOR RELATIONSHIP: The relationship of the vendor to the Commission/Institution 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 RFP/RFB 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 Commission/Institution and shall provide the State and Commission/Institution 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.

30. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Commission/Institution, 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.

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

32. CONFLICT OF INTEREST: Vendor, its officers, 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 Commission/Institution.

33. BACKGROUND CHECK: In accordance with W. Va. Code §15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Commission/Institution based upon results addressed from a criminal background check.

34. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-4 requires that for contracts with an actual or estimated value of at least \$100,000.00, the vendor must submit to the Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form will be provided to the successful bidder. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

35. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the RFP/RFB published by the Commission/Institution, vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

36. VOID CONTRACT CLAUSES – The Commission/Institution is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State Law