

November 21, 2019



Bid Clerk
Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

SUBJECT: Submission Details for Solution No. CRFQ 0907 RNB2000000002
WV RESTORE – Facilitated Support Group Management

Please note the enclosed bid is a COPY of the electronic bid submitted via the West Virginia Oasis.

Respectfully Submitted,

A handwritten signature in purple ink, appearing to read "Elizabeth Temple".

Elizabeth Temple, M.Ed.
President

RECEIVED

2019 NOV 25 AM 9:29

WV PURCHASING
DIVISION

November 21, 2019



Bid Clerk
Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

SUBJECT: Letter of Transmission for Solution No. CRFQ 0907 RNB2000000002
WV RESTORE – Facilitated Support Group Management

PURPOSE: Birchwood Solutions, LLC is responding to the West Virginia Purchasing Division bid solicitation for the subject referenced above. It is the intent of Birchwood Solutions to respond under the qualifications outlined in the RFQ and under the designation of a Small, Women-Owned Business West Virginia Code §5A-3-59.

BACKGROUND: In July 2012, West Virginia RESTORE was designated for the WV Nurse Health Program whose purpose is to protect the public by providing a monitoring and recovery program for registered professional nurses with a substance use disorder or a qualifying mental health condition. WV RESTORE has historically been challenged with finding, training, and managing the support group facilitators and implementing processes in order to provide quality services that meets the Board of Nursing expectations.

For over 8 years, and serving more than 3,000 participants nation-wide, Birchwood Solutions manages support group systems for licensed professionals in recovery from substance abuse addiction. Birchwood Solutions began as a request from a state alternative program to develop a detailed and extensive program for managing support group facilitators and participants during both monitoring and post program completion. Birchwood Solutions established the industry guidelines for support group protocols, which the referenced RFQ is modeled after. Birchwood remains the sole provider of support group management services in the country. Our history in working with state licensing boards and their monitoring programs for registered professional nurses with a substance use disorder or a qualifying mental health condition has led to the development of our services that exceed expectations. (Section 3. Qualifications)

Birchwood is committed to and supports professional associations that promote best practices within the healthcare monitoring and assistance program field by active participation to include membership, presenter role, and professional development. Birchwood has been invited to present at several National and International Organization Conferences as a subject matter expert on support group management and the effective use of technology in addiction recovery management. The organizations include, but may not be limited to, the National Organization of Alternative Programs (NOAP), and the International Nurses Society on Addiction (IntNSA). In addition, Birchwood supports adhering to the National Council of State Boards of Nursing Guidelines for Substance Use Disorder in Nursing.

We acknowledge and accept all the terms as outlined in the above referenced RFQ and attached supporting documents.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Elizabeth Temple'.

Elizabeth Temple, M.Ed.
President

Section	Requirement	Response
1.	PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Examiners for Registered Professional Nurses (Agency) to establish an open-end contract for the Support Group Management segment of the nursing health program referred to hereafter as "West Virginia Restore" (WVR). This program is to encourage voluntary participation in monitored alcohol, chemical dependency or significant mental health conditions. The WVR program provides ongoing support to approximately one hundred forty (140) participants per year. This support consists of a formal written agreement outlining the requirements for the participation of a licensee or applicant in WVR. The agreement shall include mandatory conditions that must be met, which include support group participation. Public speaking, face-to-face education, and outreach shall be approved by the WVRN Executive Director, but should be limited, as the main purpose of this segment of WVR is the monitoring of its participants I the supports.	Birchwood Solutions understands the purpose of scope of the this respond to request for quotation is for the West Virginia Purchasing Division to solicit bids on behalf of West Virginia Board of Examiners for Registered Professional Nurses (Agency) to establish an open-end contract for the Support Group Management segment of the nursing health program referred to hereafter as "West Virginia Restore" (WVR). This program is to encourage voluntary participation in monitored alcohol, chemical dependency, or significant mental health conditions. The WVR program provides ongoing support to approximately one hundred forty (140) participants per year. This support consists of a formal written agreement outlining the requirements for the participation of a licensee or applicant in WVR. The agreement shall include mandatory conditions that must be met, which include support group participation. Public speaking, face-to-face education, and outreach shall be approved by the WVRN Executive Director, but should be limited, as the primary purpose of this segment of WVR is the monitoring of its participants I the supports. Birchwood Solutions meets and/or exceed the purpose and scope.

3. (letter of transmission has additional information)	QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm with this experience requirement may be requested.	Birchwood Solutions meets and/or exceeds the qualifications stated herein. Also, Birchwood Solutions is a West Virginia certified female business owner. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications. Birchwood Solutions will provide any documentation requested by the State to assist in confirmation of compliance with this provision; including but may not be limited to: References, documentation, or other information to confirm with this experience requirement may be requested.
3.1	A minimum of 5 years' experiencing operating a professional support groups management program for alternative to discipline programs for state boards of nursing. The experience must include separate and distinct support groups for alumni, substance use disorder and mental health groups. The vendor may be required to provide documentation verifying compliance with this section of the contract.	Birchwood Solutions will guarantee that each person has a minimum of 5 years' experience operating a professional support group management program for an alternative to discipline programs for state boards of nursing. The experience must include separate and distinct support groups for alumni, substance use disorder and mental health groups. The vendor may be required to provide documentation verifying compliance with this section of the contract.
3.2	Adequate support services must be provided to meet the program needs. Support staff should have good communication and technical skills. The hours of operation shall be 9:00 am-5:00 pm EST, excluding State holidays.	Birchwood Solutions will ensure that adequate support services will be provided that meet the program needs. The support staff will have good communication and technical skills. The hours of operation shall be 9:00 am-5:00 pm EST, excluding WV state holidays.

3.3	Provide a network of facilitators. A facilitator must be a licensed in the State of West Virginia with an active unencumbered license as a Social Worker, Professional Counselor, Registered Professional Nurse, Advanced Practice Nurse and other health professionals mutually agreed on by Vendor and Agency. Each facilitator must have 5 years' experience as a facilitator of peer support group. The vendor may be required to provide documentation verifying compliance with this section of the contract. Current WVR facilitators are offered the opportunity to continue as a facilitator.	Birchwood Solutions will provide a network of facilitators. The facilitator will be licensed in the State of West Virginia with an active unencumbered license as a Social Worker, Professional Counselor, Registered Professional Nurse, Advanced Practice Nurse, and other health professionals mutually agreed on by Vendor and Agency. Birchwood Solutions will require that each facilitator must have 5 years' experience as a facilitator of peer support group. The vendor may be required to provide documentation verifying compliance with this section of the contract. Current WVR facilitators are offered the opportunity to continue as a facilitator.
3.4	Provide structure, coordination, training, and oversight, in accordance with program policies, of a network of trained support group facilitators which facilitate weekly monitoring and support groups which participants are required to attend in their RMA.	Birchwood Solutions shall provide structure, coordination, training, and oversight, in accordance with program policies, of a network of trained support group facilitators that facilitate weekly monitoring and support groups which participants are required to attend in their RMA.
3.5	Provide for each facilitator performance evaluations and performance outcomes analysis at intervals mutually agreed upon by Vendor and Agency. Also, reporting of continuing education and training as well as their professional development plans.	Birchwood Solutions shall provide for each facilitator performance evaluations and performance outcomes analysis at intervals mutually agreed upon by the Vendor and Agency. Also, reporting of continuing education and training as well as their professional development plans.
3.6	Runs an established job registry that is a place where participants, facilitators, and other professionals can post job openings in communities that the participants will have direct access to.	Birchwood Solutions runs an established job registry that is a place where participants, facilitators, and other professionals can post job openings in communities that the participants will have direct access to.
3.7	Provide established wellness tools and continuing education for participants.	Birchwood Solutions shall provide established wellness tools and continuing education for participants.
3.8	Quality Assurance Program which includes an internal program for quality assurance as well as outcomes research and reports improvement activities to the Agency.	Birchwood Solutions shall offer a Quality Assurance Program which includes an internal program for quality assurance as well as outcomes research and reports improvement activities to the Agency.

3.9	Provide and require check-ins via engagement portal with check-in question sets sent virtually to participants to assure identity.	Birchwood Solutions will provide and require check-ins via engagement portal with check-in question sets sent virtually to participants to assure identity.
3.10	Upon award of this contract, submit a Program Implementation Plan with timeline for Agency approval within 15 days. Conduct a review and analysis of current program and discuss options and parameters which may need altered. Tailor all necessary documents, policies and procedures, program requirements, training, notification, communications, etc. to reflect West Virginia Restore. Provide bi-weekly reports of implementation plan and progress.	Upon award of this contract, Birchwood Solutions will submit a Program Implementation Plan with a timeline for Agency approval within 15 days. Conduct a review and analysis of the current program and discuss options and parameters which may need to be altered. Tailor all necessary documents, policies and procedures, program requirements, training, notification, communications, etc. to reflect West Virginia Restore. Provide bi-weekly reports of implementation plan and progress.
4.	MANDATORY REQUIREMENTS	
4.1	Mandatory Contract Services Requirements and Deliverables: Vendor shall provide Agency with the Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below.	Birchwood Solutions shall provide the Agency with the Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below:
4.1	4.1.1. Management of Services	
4.1.1.1.	Deliver a status report of the overall transition of participants to the selected vendor who are or were participants in the program as operated by the predecessor selected vendor.	Birchwood Solutions shall deliver a status report of the overall transition of participants to the selected vendor who is or were participants in the program as operated by the predecessor selected vendor
4.1.1.2.	Collect the participant support group fee of \$40.00 per month which will be paid by the participant. Collection of the fees from the participant shall remain the full responsibility of the vendor shall use a secure electronic payment collection process and provide participant access to their financial account information.	Birchwood Solutions will collect the participant support group fee of \$40.00 per month which will be paid by the participant. Birchwood Solutions understands and agrees that the collection of the fees from the participant shall remain the full responsibility of the vendor shall use a secure electronic payment collection process and provide participant access to their financial account information
4.1.1.3	Ability to work with existing reporting system Affinity Ehealth.	Birchwood Solutions has the experience and ability to work with existing reporting system Affinity E-health.
4.1.1.4	Receive eligible individuals into the professional peer support program either	Birchwood Solutions will receive eligible individuals into the professional peer support

	by voluntary referral or by involuntary referral and in conjunction with the participant's case manager.	program either by voluntary referral or by involuntary referral and in conjunction with the participant's case manager.
4.1.1.5	Disclose information about an Agency investigation to the student, applicant, or licensee with the express approval of the Agency and only to the extent that it is necessary to carry out the Provider's duties.	Birchwood Solutions shall disclose information about an Agency investigation to the student, applicant, or licensee with the express approval of the Agency and only to the extent that it is necessary to carry out the Provider's duties.
4.1.1.6	Collaborate with the selected vendor of the Referral, Treatment and Monitoring contract to exchange appropriate data related to participant compliance with their RMA.	Birchwood Solutions will collaborate with the selected vendor of the Referral, Treatment and Monitoring contract to exchange appropriate data related to participant compliance with their RMA
4.1.2	Support Group Facilitators	
4.1.2.1.	Meet with facilitators online with Vendor staff for a minimum of 1 hour a month for education and training during the initial contract year. Agency and Vendor will assess the need to continue after the first year or change the meetings to quarterly meetings with an annual in-person meeting in West Virginia.	Birchwood Solutions will meet with facilitators online with Vendor staff for a minimum of 1 hour a month for education and training during the initial contract year. Agency and Birchwood Solutions will assess the need to continue after the first year or change the meetings to quarterly meetings with an annual in-person meeting in West Virginia
4.1.2.2	Provide weekly support groups with facilitators using Agency approved relapse prevention curriculum and other resources deemed appropriate by Vendor and Agency.	Birchwood Solutions shall provide weekly support groups with facilitators using Agency approved relapse prevention curriculum and other resources deemed appropriate by Vendor and Agency.
4.1.3	Services for Participants	
4.1.3.1	Provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the Agency under <i>Chapter 30, Article 7, et. seq. of the West Virginia Code</i> . Contact the Agency should a dispute over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.	Birchwood Solutions shall provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the Agency under <i>Chapter 30, Article 7, et. seq. of the West Virginia Code</i> . Birchwood Solutions will contact the Agency should a dispute over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.

4.1.3.2	Assign each participant single support group. Assignment shall not exceed twelve (12) participants to a single group. Therefore, the ratio of participants to a facilitator shall not exceed the 12 participants per occurrence. Ensure Professional Support Group Meetings include a variety of meeting options including days, times and locations based on participant demographics specifically participant location. Each group shall meet weekly for 1 (one) hour.	Birchwood Solutions shall assign each participant to a single support group. The assignment shall not exceed twelve (12) participants to a single group. Therefore, the ratio of participants to a facilitator shall not exceed the 12 participants per occurrence. Birchwood Solutions will ensure that Professional Support Group Meetings include a variety of meeting options including days, times and locations based on participant demographics specifically participant location. Birchwood Solutions will ensure that each group shall meet weekly for 1 (one) hour.
4.1.3.3	Permit the participants to choose the support group day, time, and location that works best for their schedule to optimize participation.	Birchwood Solutions will permit the participants to choose the support group day, time, and location that works best for their schedule to optimize participation
4.1.3.4	Develop and maintain a process for participants who have completed monitoring through WVR to elect to continue participating in support through alumni specific support groups, mentoring opportunities, and engaging with relapse prevention.	Birchwood Solutions shall develop and maintain a process for participants who have completed monitoring through WVR to elect to continue participating in support through alumni specific support groups, mentoring opportunities, and engaging with relapse prevention.
4.1.3.5	Access to assistance with technology training and support which is always available.	Birchwood Solutions shall provide access to assistance with technology training and support which is always available.
4.1.3.6	Allow for session make-up include monitoring while on vacation, travel and/or during illness and shall be reconciled with missed meetings.	Birchwood Solutions will allow for session make-up include monitoring while on vacation, travel and/or during illness and shall be reconciled with missed meetings.
4.1.4	Services for the Agency	
4.1.4.1	Reporting Parameters are approved by the Agency at the award of the contract and reports will be provided based on the mutually agreed upon requirements per a Facilitated Peer Support Group Report	Birchwood Solutions shall abide by all reporting parameters that are approved by the Agency at the award of the contract and reports will be provided based on the mutually agreed-upon requirements per a Facilitated Peer Support Group Report Card which will be provided by the Agency.

	Card which will be provided by the Agency.	
4.1.4.2	Submit the following within ninety (90) days of being awarded this contract and by August 1st of each contract year thereafter. • Policy and procedure manual to be Agency approved which includes a grievance procedure for participant. • List of all facilitators as well as staff members associated with the Vendor and their credentials. • Copy of any forms or documents used by the Vendor in conjunction with the services of this contract.	Within 90 days of being awarded this contract and by August 1st of each contract year, thereafter, Birchwood Solutions will provide: • Policy and procedure manual to be Agency approved which includes a grievance procedure for the participant. • List of all facilitators as well as staff members associated with the Vendor and their credentials. • Copy of any forms or documents used by the Vendor in conjunction with the services of this contract.



11/08/2019

To whom it may concern,

This letter is to confirm our business relationship with Birchwood Solution, LLC is currently in a positive standing. If you have any additional questions or concerns regarding this matter, I can be reached at 615-791-5115.

Thank you,

A handwritten signature in cursive script that reads "Amy Love".

Amy Love
AVP, Branch Manager



November 11, 2019

To Whom It May Concern,

I am happy to provide credit information regarding Birchwood account with WorX Solutions. The organization has been a very dependable customer for 7 years and has paid all their obligations in a timely manner. We have always viewed their account favorably.

Should you have any questions or need further assistance, please contact me at 615-336-7094 or email dennisj@worxsolution.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis Jackson", with a long horizontal flourish extending to the right.

Dennis Jackson

Managing Partner

WorX Solutions



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

State of West Virginia
Request for Quotation
26 — Medical

Proc Folder: 646250

Doc Description: WV RESTORE -FACILITATED SUPPORT GROUP MANAGEMENT

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-08	2019-11-25 13:30:00	CRFQ 0907 RNB2000000002	1

BID RECEIVING LOCATION

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

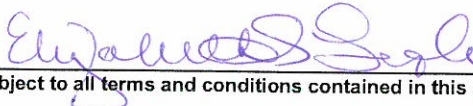
VENDOR

Vendor Name, Address and Telephone Number:

Birchwood Solutions, LLC
342-B Main Street, Ste. 204
Franklin, TN 37064
phone: 855-313-2457

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Signature X  FEIN # 47-2874273

DATE November 21, 2019

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Examiners for Registered Professional Nurses (Agency) to establish an open-end contract for the Support Group Management segment of the nursing health program referred to here after as "West Virginia Restore" (WVR). This program is to encourage voluntary participation in monitored alcohol, chemical dependency or major mental health condition. The WVR program provides ongoing support to approximately one hundred forty (140) participants per year per the terms and conditions and specifications as attached.

INVOICE TO	SHIP TO
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV25303 US	WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV 25303 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Price per Participant (Year 1)	140.00000	EA	\$55.00	\$7,700

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description :

Year One Pricing per Participant Charge

INVOICE TO	SHIP TO
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV25303 US	WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV 25303 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Price per Participant (Year 2)	140.00000	EA	\$55.00	\$7,700

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description :

Per Participant Charge for Optional Year #2

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV25303 US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV 25303 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Price per Participant (Year 3)	140.00000	EA	\$55.00	\$7,700

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description :

Per Participant Charge for Optional Year #3.

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV25303 US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 90 MACCORKLE AVE SW, STE 203 CHARLESTON WV 25303 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Price per Participant (Year 4)	140.00000	EA	\$55.00	\$7,700

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description :

Per Participant Charge for Optional Year #4.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Question Deadline at 9:00 AM (EST)	10/19-11-18

RNB2000000002	Document Phase Final	Document Description WV RESTORE -FACILITATED SUPPORT GROUP MANAGEMENT	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 10/01/2019

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

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

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 18, 2019 at 9:00 AM (EDT)

Submit Questions to: Jessica Chambers

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: Jessica.S.Chambers@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

SEALED BID:

BUYER: Jessica Chambers

SOLICITATION NO.: CRFQ RNB2000000002

BID OPENING DATE: 11/25/2019

BID OPENING TIME: 1:30 PM (EDT)

FAX NUMBER: (304)558-3970

Revised 10/01/2019

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

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

Bid Opening Date and Time: November 25, 2019 at 1:30 PM (EDT)

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

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

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

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

Revised 10/01/2019

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations 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 vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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

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

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. 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.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
- 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on Upon Award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

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

Vendor must maintain:

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

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

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

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

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

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

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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

10. [Reserved]

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

18. 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.

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

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

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

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

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

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

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

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

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

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

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

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

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

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

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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

Revised 10/01/2019

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency 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 is included with this solicitation or can be obtained from the WV Ethics Commission. 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.

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

Elizabeth Temple, M.Ed., President
(Name, Title)
Elizabeth Temple, M.Ed., President
(Printed Name and Title)
342-B Main Street, Ste. 204, Franklin, TN 37064
(Address)
phone: 855-313-2457/ fax: 866-385-7014
(Phone Number) / (Fax Number)
etemple@birchwoodsolutions.net
(email address)

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

Birchwood Solutions, LLC
(Company)
 , President
(Authorized Signature) (Representative Name, Title)

Elizabeth S. Temple, M.Ed., President
(Printed Name and Title of Authorized Representative)

November 21, 2019
(Date)

phone: 855-313-2457/ fax: 866-385-7014
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
NURSE HEALTH PROGRAM – WV RESTORE
Facilitated Support Group Management

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Examiners for Registered Professional Nurses (Agency) to establish an open-end contract for the **Support Group Management** segment of the nursing health program referred to here after as “West Virginia Restore” (WVR). This program is to encourage voluntary participation in monitored alcohol, chemical dependency or major mental health condition. The WVR program provides ongoing support to approximately one hundred forty (140) participants per year.

This support consists of a formal written agreement outlining the requirements for participation of a licensee or applicant in WVR. The agreement shall include mandatory conditions which must be met which include support group participation. Public speaking, face-to-face education and outreach shall be approved by the WVRN Executive Director, but should be limited, as the main purpose of this segment of WVR is the monitoring of its participants in the support groups.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“Applicant”** means is an individual who has submitted an application for licensure or temporary permit to practice as a registered professional nursing in the State of West Virginia.
- 2.2 **“Continuing eligibility”** means the participant shall maintain a current West Virginia nursing license to remain eligible for participation in WVR. A participant who holds an West Virginia license but who holds a license in another state and who lives or works in another state may be monitored by the state in which the participant lives or works if the other state has a similar monitoring program. A participant who lives or works in another state that does not have a monitoring program is eligible for monitoring by WVR if the participant maintains a current West Virginia license (excludes RNs working in West Virginia on a multi-state privilege). A participant who signs a contract with WVR and moves to another state shall be monitored by the other state unless the other state does not have a monitoring program. A participant who allows the West Virginia license to lapse while enrolled in WVR shall be terminated from participation in WVR until the participant’s license is reinstated. A participant whose license is revoked may no longer participate in the program.
- 2.3 **“Contract Services”** means services for the referral, treatment and monitoring segment of the nursing health program is known as West Virginia Restore (WVR) as more fully described in these specifications.

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- 2.4 **“Eligibility”** means the criteria for participation in the WVR program which includes that individual must be a current student enrolled in a pre-licensure nursing program in the State of West Virginia, currently licensed by the Agency (excludes RNs working in West Virginia on a multi-state privilege) or has applied for licensure by examination, passed the examination, and paid the appropriate fees. Is eligible for licensure by endorsement; filed an application and paid the appropriate fees; or has submitted a renewal application and paid the appropriate fees. A nurse who allows their WV license to lapse while enrolled in WVR shall be terminated from the participation in WVR until the nurse’s license is reinstated. A nurse whose license is revoked may no longer participate in the program.
- 2.5 **“Evaluation”** means the process of evaluating a prospective or current participant to determine their safety to practice and/or need for treatment which is conducted by an independent and approved evaluator.
- 2.6 **“Fit to Perform Training Program”** means the Vendor shall provide programs for worksite monitors and nursing leadership throughout the state which are evidence based best practices. The course will offer 3.0 contact hours, content to be reviewed and approved by the Agency, of approved continuing education credit through on-line courses. This shall be available within four (4) months of being awarded this contract.
- 2.7 **“Evaluator”** means a licensed practitioner which has been approved by the Agency and the Vendor.
- 2.8 **“Impairment”** means a condition which is the result of the misuse or abuse of alcohol or drugs which could affect a student’s, applicant’s or licensee’s ability to practice as registered professional nurse which may inadvertently affect the care and treatment of patients.
- 2.9 **“Involuntary referral”** means the rehabilitation monitoring program may be contacted by individuals, supervisors, or professional organizations regarding individuals in need of assistance. The selected vendor shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. If the potential participant does not agree to participate in the program and in the judgment of the selected vendor, the individual needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency. An individual may be referred to the rehabilitation monitoring program by order of the Agency.
- 2.10 **“License”** means any permit, registration, certificated or license, including a provisional license, to practice as a registered professional nurse issued by the Agency. This excludes a RN with a multi-state license from another compact state other than West Virginia.

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2.11 “Licensee” means any person issued a license.

2.12 “Material Noncompliance and/or Inability to Progress” means any one or more of the following acts or omissions:

- Positive and confirmed drug screen not explained by a prescription or practitioner’s order acceptable to Vendor
- Unexcused drug screen
- Tampered drug screen
- Unexcused absences from required meetings, therapy, evaluations or other occasions where attendance is mandatory under the participant’s contract with WVR
- Diversion of drugs
- Ingestion of drugs or alcohol in violation of the participant’s contract with WVR
- Illegal possession of drugs
- Prescription forgery
- Arrests involving the use of or possession alcohol or drugs
- When medication is prescribed to treat an illness or condition which may cause impairment, the failure to take the medication as prescribed
- When the participant is restricted from access to narcotics or other substances, violation of the restriction
- Failure to notify the current employer of their participant contract restriction pertinent to employment
- Unexcused failure to respond to contact from WVR
- Other admitted, confirmed, or diagnosed relapse, or conduct which the Agency and/or vendor deems material noncompliance
- Participant’s inability to safely practice his or her profession despite compliance with treatment, response to treatment and prognosis of condition

2.13 “Monitoring” means the Vendor’s surveillance of a participant to ensure compliance with the participant’s contract

2.14 “Participant Contract” means a formal written document known as the Recovery Monitoring Agreement outlining the requirement for a participant to successfully complete the program, including the participant’s monitoring plan

2.15 “Program participant or Participant” means an individual with an alcohol, chemical dependency or major mental health condition that is engaged in a participant contract with Vendor

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2.16 “Pricing Pages” means the pages, contained wvOASIS or attached hereto as **Exhibit A**, upon which Vendor should list its proposed price for the Contract Services.

2.17 “Recovery Monitoring Agreement” (RMA) means a structured plan of treatment, rehabilitation and monitoring with which the participant will comply and for which the Vendor will collect documentation as described in this contract. Elements that may be contained within in a monitoring plan include but not limited to:

- Treatment and therapy recommendations, including aftercare;
- Treatment and therapy participation, including aftercare;
- Requirements for monitoring and supervision which must be met by the participant
- State conditions under which the rehabilitation monitoring program may be successfully completed or terminated due to lack of cooperation or compliance
- Require the participant to sign a waiver which will allow Agency personnel to review random samples of participant files for participant program compliance. If the participant was not referred by the Agency or unknown to the Agency, the file will be de-identified by the Vendor.
- Require the participant to sign a release to seek information or records related to the participant’s impairment, which information may come from family, peers, medical personnel, pharmacies, employers, or treatment providers;
- State the amount of money to be assessed to the participant for participation in the program, including additional amounts that may be assessed if the practitioner is non-compliant with the RMA
- Intake documents must include a waiver allowing WVR to share all information with Agency in the event of positive or diluted drug screens and other alleged violations of the terms of the RMA or Agency final orders.
- An abstinence-based 12 Step participation program, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous;
- Professional support group participation as defined by the Agency and in conjunction with the Professional Support Group Vendor.
- Special treatment, such as pain management, psychiatric, or psychological treatment;
- Work activities, including return-to-work issues and ongoing monitoring of work performance and compliance with work restrictions;
- Random drug testing no less than eighteen (18) to twenty-four (24) times per year
- Worksite reports from participant’s employer no less than a quarterly basis
- Termination from the rehabilitation monitoring program for failure to comply with program requirements

2.18 RMA Duration” means the Vendor must tailor each participant’s program to fit the following timelines:

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- Alternative to Discipline RMA programs must be completed in no less than three (3) years or greater than 5 years.
- The program length for a participant's RMA discipline probation in WVR will be determined by the Agency.
- The program length for RMA voluntary, non-discipline participants in WVR will be determined by the Vendor at the discretion of the clinical team.
- Relapses and other failures to comply with the terms of the RMA may result in a longer period of monitoring. An addendum to the RMA may be initiated when appropriate. The monitoring program shall not exceed five (5) years except in case of extenuating circumstances. Participation in the monitoring program beyond the five (5) year maximum must receive preauthorization from the Agency.
- Factors to be taken into consideration for deterring the length of an individual participant's RMA include, but are not limited to, the duration and severity of the participant's drug or alcohol abuse and the time the participant has spent in a treatment facility or treatment program before executing the RMA.

2.19 "Relapse" means reoccurrence to drug use and/or a fourteen (14) day period of time during which a participant exhibits two (2) sequential acts or omission, each constituting a material non-compliance or inability to progress

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

2.21 "Treatment Program" means a program:

- The primary treatment staff including the medical director, counselors, and practitioners is experienced in treating individuals affected by the use or abuse of alcohol or other drugs.
- The staff consists of a balance between both recovering and non-recovering members.
- The counselors are certified in the field of addiction. It is preferable that the nursing staff members are certified in the field of addiction.
- A comprehensive assessment and evaluation are completed upon admission. An individualized treatment plan based on an individual participant's needs is created and followed during treatment with modifications during treatment as clinically indicated.
- The treatment program must be able to appropriately respond to differences of age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language or socioeconomic status. The selected Vendor may assist treatment programs in recognizing and addressing the special needs of a participant.
- The treatment program/facility is accredited by Joint Commission on Accreditation of Hospitals Organizations (JCAHO) or other appropriate agencies,

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including, but not limited to, the Commission on Accreditation for Rehabilitation Facilities (C.A.R.F.), the Council on Accreditation of Services for Families and Children (C.O.A.).

- The treatment program offers and encourages participation in a structured family treatment component.
- The treatment program has a structured curriculum addressing the spiritual, physical, mental, or emotional needs of the individual.
- The length of stay in treatment and recommendations for continuing care are based upon individual needs and utilize criteria accepted by the American Society for Addiction Medicine.
- The treatment program can develop and maintain cooperative relationships with and provide consultation to the participant's employer, the selected vendor, and others, as appropriate.
- While the participant is in treatment, the participant is introduced to and attends appropriate self-help groups.
- While the participant is in treatment, an individualized continuing care plan is developed for each participant to include treatment for special issues; recommendations concerning return to work date; restrictions concerning handling, dispensing or possession of controlled substances; patient or non-patient care; and other scope of practice delineations. The treatment provider will obtain appropriate releases so that discussions with the selected vendor can take place. If the participant refuses to sign such releases, the provider agrees to notify WVR of this refusal.

2.22 "UDS" means urine drug screen.

2.23 "Vendor" means an entity contracted to provide the services outline in the contract

2.24 "Voluntary referral" means contact to the program by an eligible participant. The rehabilitation monitoring program shall be explained, and an appointment shall be scheduled for an initial screening within 72 hours or less.

2.25 "Voluntary withdraw from practice" (VWOP) means an agreement by the participant or referral which is accessible to the public, in which the participant or referral has agreed to voluntarily withdraw from nursing practice and place their license on inactive status and to not practice in the State of West Virginia. This status is publicly available. This will remain in effect until the Vendor notifies the Agency in writing that the withdrawal may be rescinded, and the participant applies for reinstatement, and the application fee will be waived for the participant. The participant shall not practice as a registered professional nurse until the reinstatement process is complete and the status is returned to active.

2.26 "Worksite Monitoring" means the involvement and reporting of the monitoring process for participants. Every participant working as a registered nurse is required

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to have a work site monitor in each work facility that is approved and trained by the Vendor. Work site monitors may not be a peer. In situations where a participant is in solo practice, the participant to contract with an outside practitioner to provide this service.

- 2.27 “Worksite Reports”** means the Vendor must require each participant to keep his or her case manager informed of his or her current place of employment, including the employer’s name, address, telephone number, and supervisor’s name. The Vendor must obtain and evaluate work site reports from each participant’s employer on no less than a quarterly basis. WVR may not accept any work site report which is not on the employer’s letterhead stationery and/or does not bear the signature of the participant’s supervisor or other designated employer representative. If a participant is not employed, the Vendor must require the participant to submit self-reports on no less than a quarterly basis. If a participant’s work status changes (for example, a participant becomes unemployed or obtains a new job), the participant must notify his or her case manager in writing with seventy-two (72) hours of this status change.
- 2.28 “WV Restore”** means the nurse health program established by the Agency under WV Code 30-7-11a for the referral, treatment and monitoring segment of the nursing health program. The WV Restore program, including the name “WV Restore” and all program policies, forms, documents, including those electronically drafted and maintained are owned by the West Virginia Board of Examiners for Registered Professional Nurses.
- 2.29 “State Holidays”** means the West Virginia observed holidays as follows:

- New Year’s Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- West Virginia Day (June 20)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Day After Thanksgiving (Fourth Friday in November)
- Christmas Day (December 25)

In addition, time off is given for the following:

When Christmas Day and New Year’s Day fall on Tuesday, Wednesday, Thursday, or Friday, the preceding half day (not to exceed four hours) on Christmas Eve (December 24) and New Year’s Eve (December 31) are given as time off.

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Any day on which a Primary or General election is held throughout the State, and such other days as the President, Governor, or other duly constituted authority proclaim to be official holidays or days of special observance or thanksgiving, or days for the general cessation of business, is given as time off.

When a holiday falls on a Saturday, the previous Friday is observed; when a holiday falls on a Sunday, the following Monday is observed.

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

Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested

- 3.1 A minimum of 5 years' experience operating a professional support groups management program for alternative to discipline programs for state boards of nursing. The experience must include separate and distinct support groups for alumni, substance use disorder and mental health groups. The vendor may be required to provide documentation verifying compliance with this section of the contract.
- 3.2 Adequate support services must be provided to meet the program needs. Support staff should have good communication and technical skills. The hours of operation shall be 9:00 AM.-5:00 PM. EST. excluding State holidays.
- 3.3 Provide a network of facilitators. A facilitator must be a licensed in the State of West Virginia with an active unencumbered license as a Social Worker, Professional Counselor, Registered Professional Nurse, Advanced Practice Nurse and other health professionals mutually agreed on by Vendor and Agency. Each facilitator must have 5 years' experience as a facilitator of peer support group. The vendor may be required to provide documentation verifying compliance with this section of the contract. Current WVR facilitators are offered the opportunity to continue as a facilitator.
- 3.4 Provide structure, coordination, training and oversight, in accordance with program policies, of a network of trained support group facilitators which facilitate weekly monitoring and support groups which participants are required to attend in their RMA.
- 3.5 Provide for each facilitator performance evaluations and performance outcomes analysis at intervals mutually agreed upon by Vendor and Agency. Also, reporting

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- of continuing education and training as well as their professional development plans.
- 3.6 Runs an established job registry that is a place where participants, facilitators and other professionals can post job openings in the communities that the participants will have direct access to.
 - 3.7 Provide established wellness tools and continuing education for participants.
 - 3.8 Quality Assurance Program which includes an internal program for quality assurance as well as outcomes research and reports improvement activities to the Agency.
 - 3.9 Provide and require check-ins via engagement portal with check-in question sets sent virtually to participants to assure identity.
 - 3.10 Upon award of this contract, submit a Program Implementation Plan with timeline for Agency approval within 15 days. Conduct a review and analysis of current program and discuss options and parameters which may need altered. Tailor all necessary documents, policies and procedures, program requirements, training, notification, communications, etc. to reflect West Virginia Restore. Provide a bi-weekly report of implementation plan and progress.

4. MANDATORY REQUIREMENTS:

- 3.1 **Mandatory Contract Services Requirements and Deliverables:** Vendor shall provide Agency with the Services listed below on an open-end and continuing basis. Contract Services must meet or exceed the mandatory requirements as shown below.

4.1.1 Management of Services

- 4.1.1.1 Deliver a status report of the overall transition of participants to the selected vendor who are or were participants in the program as operated by the predecessor selected vendor.

- 4.1.1.2 **Collect the participant support group fee of \$40.00 per month** which will be paid by the participant. Collection of the fees from the participant shall remain the full responsibility of the vendor. Vendor shall use a secure electronic payment collection process and provide participant access to their financial account information.

- 4.1.1.3 Ability to work with existing reporting system Affinity Ehealth.

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- 4.1.1.4 Receive eligible individuals into the professional peer support program either by voluntary referral or by involuntary referral and in conjunction with the participant's case manager.
- 4.1.1.5 Disclose information about an Agency investigation to the student, applicant, or licensee with the express approval of the Agency and only to the extent that it is necessary to carry out the Provider's duties.
- 4.1.1.6 Collaborate with the selected vendor of the Referral, Treatment and Monitoring contract to exchange appropriate data related to participant compliance with their RMA.

4.1.2 Support Group Facilitators

- 4.1.2.1 Meet with facilitators online with Vendor staff for a minimum of 1 hour a month for education and training during the initial contract year. Agency and Vendor will assess the need to continue after the first year or change the meetings to quarterly meetings with an annual in-person meeting in West Virginia.
- 4.1.2.2 Provide weekly support groups with facilitators using Agency approved relapse prevention curriculum and other resources deemed appropriate by Vendor and Agency.

4.1.3 Services for Participants:

- 4.1.3.1 Provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the Agency under *Chapter 30, Article 7, et. seq. of the West Virginia Code*. Contact the Agency should a dispute over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.
- 4.1.3.2 Assign each participant single support group. Assignment shall not exceed twelve (12) participants to a single group. Therefore, the ratio of participants to a facilitator shall not exceed the 12 participants per occurrence.

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Ensure Professional Support Group Meetings include a variety of meeting options including days, times and locations based on participant demographics specifically participant location. Each group shall meet weekly for 1 (one) hour.

4.1.3.3 Permit the participants to choose the support group day, time, and location that works best for their schedule to optimize participation.

4.1.3.4 Develop and maintain a process for participants who have completed monitoring through WVR to elect to continue participating in support through alumni specific support groups, mentoring opportunities, and engaging with relapse prevention.

4.1.3.5 Access to assistance with technology training and support which is always available.

4.1.3.6 Allow for session make-up include monitoring while on vacation, travel and/or during illness and shall be reconciled with missed meetings.

4.1.4 Services for the Agency:

4.1.4.1 Reporting Parameters are approved by the Agency at the award of the contract and reports will be provided based on the mutually agreed upon requirements per a Facilitated Peer Support Group Report Card with will be provided by the Agency.

4.1.4.2 Submit the following within ninety (90) days of being awarded this contract and by August 1st of each contract year thereafter:

- Policy and procedure manual to be Agency approved which includes a grievance procedure for participant.
- List of all facilitators as well as staff members associated with the Vendor and their credentials.
- Copy of any forms or documents used by the Vendor in conjunction with the services of this contract.

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (commodity lines in wvOasis).

5.2 Pricing Pages: Vendor should complete the Pricing Pages by submitting a quote for a per participant per month charge. Vendor will invoice for exact number of participants monthly. Vendor should also include the pricing for optional years 2, 3, and 4, per participant fee. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS,

6. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

7. PAYMENT: Agency shall pay a flat fee per participant per month as a monthly fee as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7.1 Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Agency shall pay the Provider on a monthly basis, upon satisfactory completion of Contract Services for that month. The price quoted on the Pricing Pages must be inclusive of all expenses associated with providing the Contract Services and includes travel expenses. Payment is based upon written submission of an acceptable invoice, to the Board at 90 MacCorkle Avenue, Suite 203, South Charleston, WV 25303 by the 15th of each month. The invoice shall be typed and include the following information: the Provider's mailing address to which payment should be sent; the Provider's invoice contact person and their telephone number to which inquiries can be made; invoice number; the number of the contract governing the period in which services were rendered; a complete description of services charged; and total amount due. No advance payments are authorized by this contract.

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8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.
10. **VENDOR DEFAULT:**
- 10.1. The following shall be considered a vendor default under this Contract.
- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

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10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Elizabeth S. Temple

Telephone Number: 855-313-2457

Fax Number: 866-385-7014

Email Address: etemple@birchwoodsolutions.net

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CHAPTER 30. PROFESSIONS AND OCCUPATIONS.

ARTICLE 7. REGISTERED PROFESSIONAL NURSES.

§30-7-11a. Voluntary agreements relating to alcohol or chemical dependency; confidentiality.

- (a) In order to encourage voluntary participation in monitored alcohol, chemical dependency or major mental illness programs and in recognition of the fact that major mental illness, alcoholism and chemical dependency are illnesses, any person who holds a license to practice registered nursing in this state or who is applying for a license to practice registered nursing in this state may enter into a voluntary agreement with a nurse health program as defined in section one, article seven-e of this chapter. The agreement between the licensee or applicant and the nurse health program shall include a jointly agreed upon treatment program and mandatory conditions and procedures to monitor compliance with the program of recovery.
- (b) Any voluntary agreement entered into pursuant to this section shall not be considered a disciplinary action or order by the board, shall not be disclosed to the board and shall not be public information if:
- (1) Such voluntary agreement is the result of the licensee or applicant self enrolling or voluntarily participating in the board- designated nurse health program;
 - (2) The board has not received nor filed any written complaints regarding said licensee or applicant relating to an alcohol, chemical dependency or major mental illness affecting the care and treatment of patients; and
 - (3) The licensee or applicant is in compliance with the voluntary treatment program and the conditions and procedures to monitor compliance.
- (c) Pursuant to this section, if any licensee or applicant enters into a voluntary agreement with a nurse health program as defined in section one, article seven-e of this chapter, and then fails to comply with or fulfill the terms of said agreement, the nurse health program shall report the noncompliance to the board within twenty-four hours. The board may initiate disciplinary proceedings pursuant to section eleven of this article or may permit continued participation in the nurse health program or both.

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(d) If the board has not instituted any disciplinary proceeding as provided for in this article, any information received, maintained or developed by the board relating to the alcohol or chemical dependency impairment of any licensee or applicant and any voluntary agreement made pursuant to this section shall be confidential and not available for public information, discovery or court subpoena, nor for introduction into evidence in any medical professional liability action or other action for damages arising out of the provision of or failure to provide health care services.

(e) Notwithstanding any of the foregoing provisions, the board may cooperate with and provide documentation of any voluntary agreement entered into pursuant to this section to licensing boards in other jurisdictions of which the board has become aware and may be appropriate.

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CHAPTER 12. PUBLIC MONEYS AND SECURITIES.

ARTICLE 1. STATE DEPOSITORIES.

§12-1-7. Rules; banking contracts and agreements; depositors; agreements.

In addition to rules specially authorized in this article, the West Virginia Investment Management Board and the State Treasurer are generally authorized to promulgate any rules necessary to protect the interests of the state, its depositories and taxpayers. All rules promulgated are subject to the provisions of article three, chapter twenty-nine-a of this code. Any rules previously established by the board of public works, the Board of Investments, the Investment Management Board or the State Treasurer pursuant to this article shall remain in effect until amended, superseded or rescinded.

Only the treasurer may enter into contracts or agreements with financial institutions for banking goods or services required by spending units. Boards, commissions and spending units with authority pursuant to this code to enter into contracts or agreements with financial institution for banking goods and services without approval of the State Treasurer shall retain that authority and are not required to have the treasurer designate a financial institution as a depository. The provisions of this section shall not apply to trust and investment accounts and activities for general obligation bonds or bonds issued by the School Building Authority, the Parkways, Economic Development and Tourism Authority, the Housing Development Fund, the economic development authority, the infrastructure and jobs development council, the water development authority or the hospital finance authority. A state spending unit requiring banking goods or

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services shall submit a request for the goods or services to the treasurer. If the treasurer enters into a contract or agreement for the required goods or services, spending units using the contract or agreement shall pay either the vendor or the treasurer for the goods or services used.

The treasurer is also authorized to enter into any depositories' agreements for the purpose of reorganizing or rehabilitating any depository in which state funds are deposited, and for the purpose of transferring the assets, in whole or in part, of any depository to any other lawful depository when, in the judgment of the treasurer, the interests of the state are promoted thereby, and upon condition that no right of the state to preferred payment is waived.

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CHAPTER 12. PUBLIC MONEYS AND SECURITIES.

ARTICLE 3A. FINANCIAL ELECTRONIC COMMERCE.

§12-3A-6. Receipting of electronic commerce purchases.

(a) The state treasurer may establish a system for acceptance of credit card and other payment methods for electronic commerce purchases from spending units. Notwithstanding any other provision of this code to the contrary, each spending unit utilizing WEB commerce, electronic commerce or other method that offers products or services for sale shall utilize the state Treasurer's system for acceptance of payments except as provided in subsection (b) of this section.

(b) A state institution of higher education may receive credit card payments from systems of acceptance other than that provided by the state Treasurer if:

(1) The proposed alternate system is compliant with the payment card industry data security standards for acceptance of payments, and the institution is proposing to use the alternate system for the sole purpose of:

(A) Processing the payment of academic transcripts; or

(B) Accepting payment for applications for admission if necessary to participate in a national or regional program for applications for admission; or

(2) The institution certifies that the use of the alternate system will not cause a reduction in the volume of credit card revenues by more than ten percent as compared to previous credit card revenues processed on behalf of the institution during the previous fiscal year and the state Treasurer consents to the use.

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(c) To facilitate electronic commerce, the state Treasurer may charge a spending unit for the banking and other expenses incurred by the Treasurer on behalf of the spending unit and for any work performed, including, without limitation, assisting in the development of a website and utilization of the Treasurer's payment gateway. A special revenue account, entitled the Treasurer's Financial Electronic Commerce Fund, is created in the state treasury to receive the amounts charged by the Treasurer. The Treasurer may expend the funds received in the Treasurer's Financial Electronic Commerce Fund only for the purposes of this article and for other purposes as determined by the Legislature.

(d) The state Treasurer may authorize a spending unit to assess and collect a fee to recover or pay the cost of accepting bank, charge, check, credit or debit cards from amounts collected.

(e) Upon written request from a political subdivision, the state Treasurer may provide services of his or her office to a political subdivision and charge for the services.

(f) The state Treasurer shall propose legislative rules for promulgation in accordance with the provisions of article three, chapter twenty-nine-a of this code to implement the provisions of this section.

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: Birchwood Solutions, LLC Elizabeth Temple

Authorized Signature: Elizabeth Temple Date: 11-12-19

State of Tennessee

County of Williamson, to-wit:

Taken, subscribed, and sworn to before me this 12 day of November, 2019.

My Commission expires November 23, 2020.

AFFIX SEAL HERE

NOTARY PUBLIC

Amy Diamukes

Purchasing Affidavit (Revised 01/19/2018)

