



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)
Procurement Folder: 834882

Procurement Type: Central Master Agreement

Vendor ID:
Legal Name: COMPASS HEALTH SERVICES LLC

Alias/DBA:
Total Bid: \$60,739.20

Response Date:
Response Time:
Responded By User ID:
First Name:
Last Name:
Email:
Phone:
SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2100000016

Published Date: 1/29/21

Close Date: 2/9/21

Close Time: 13:30

Status: Closed

Solicitation Description:
Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder: 834882		
Solicitation Description: Pharmacy Supplies, Pharmacist Consultant, and Services		
Proc Type: Central Master Agreement		
Solicitation Closes	Solicitation Response	Version
2021-02-09 13:30	SR 0613 ESR02042100000005234	1

VENDOR
000000208206 COMPASS HEALTH SERVICES LLC

Solicitation Number: CRFQ 0613 VNF2100000016

Total Bid: 60739.19999999999708961695432 **Response Date:** 2021-02-09 **Response Time:** 12:17:18

Comments: Please see our attachments, including our cover letter and other bid materials, which are incorporated in and included as part of our bid response.

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Pharmacy Supplies, Pharmacist Consultant, and Services				60739.20

Comm Code	Manufacturer	Specification	Model #
51000000			

Commodity Line Comments: This is the total amount of our bid based upon a cost per licensed bed per month of \$42.18. Total monthly rate at this price is \$5,061.60. Total annual cost at this rate is 60,739.20. This information is also contained in Exhibit B of the attached bid materials.

Extended Description:

Pharmacy Supplies, Pharmacist Consultant, and Services

February 9, 2020

Via Electronic Submission Only

Department of Administration
Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305

Re: *Centralized Request for Quote – Pharmacy Supplies, Pharmacy Consultant, and Services*

To Whom It May Concern,

On behalf of Compass Health Services, LLC d/b/a Omnicare of Morgantown (“Omnicare”), thank you for the invitation to submit a quote for the provision of pharmacy services for the West Virginia Veterans Nursing Facility. Omnicare incorporates this letter, by reference, into our quote. Please find attached Omnicare’s response to the Request for Quote (“RFQ”) to provide comprehensive pharmacy services.

Omnicare and West Virginia hereby certify that they will not violate the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) with respect to their performance under this Agreement. The parties acknowledge and agree that each party to an arrangement or transaction relating CVS Health’s business line of institutional pharmacy services operations that is between Omnicare and any actual source of health care business or referrals to Omnicare and involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value and who meets the definition of a Covered Person under Omnicare’s Corporate Integrity Agreement shall complete at least one hour of training regarding the Anti-Kickback Statute and examples of arrangements that potentially implicate the Anti-Kickback Statute. CVS Health’s Code of Conduct and Anti-Kickback Statute Policies and Procedures are available to Facility at <http://cvshealth.com/codeofconduct> and <http://cvshealth.com/CIApolicy>.

While it’s our understanding the state believes it’s resolved any potential compliance concerns by requiring participants to price all drugs at either WAC+2%+\$0.00 (prescription) or WAC+1%+\$0.00 (non-prescription), at this time Omnicare is unable to agree with this position. While it isn’t Omnicare’s representation that the required WAC-based rates in Exhibit A are definitively problematic, because the state has refused to provide the requested facility-pay drug utilization data, Omnicare is unable to run any analysis of the potential margins and make a determination regarding the required pricing. As a result, Omnicare takes exception to the rates contained in Exhibit A and, instead, can offer the following drug rates at this time:

Prescription Drugs Not Covered By Insurance WAC+15%+\$0.00

Non-Prescription Drugs Not Covered By Insurance WAC+30%+\$0.00

Should Omnicare be awarded the contract, we may consider, in Omnicare's sole discretion, implementing the WAC+2% and WAC+1% rates at a future date when we have the facility-pay drug utilization data which will permit us to run a proper analysis of those rates.

In addition, for purposes of our monthly service fee, the infusion nursing services calculated into the fee include anticipated vascular access needs plus the following:

Quality Review (1 annually)

Quality Assurance Program Pre-Survey Readiness

- Medication Administration Observation; 20% MAR to CART; Review of Pain Management, Antipsychotic/Psychotropics, Unnecessary Medications, Narcotics, Antibiotic Stewardship Review, Current IV Therapy, Consultant Pharmacist Recommendations, New Admissions

IV class 16 hour Essentials of Infusion Therapy(2 annually, minimum of 8 attendees)

Essentials of Infusion Therapy covers all aspects of infusion therapy. The topics include risk management, fluid and electrolytes, insertion of peripheral vascular access devices, management of central vascular access devices, infection control, complications of infusion therapy and documentation. The target audience is both RNs and LPNs/LVNs

As West Virginia's strategic partner, Omnicare believes we can support your mission through serving as your exclusive, single-source pharmacy provider.

We look forward to your feedback and thank you for this opportunity.

Sincerely,



Matthew Lerner
Senior Manager – Government Accounts
(414) 335-6930

matthew.lerner@omnicare.com

Enc.



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

State of West Virginia
Centralized Request for Quote
Medical

Proc Folder: 834882			Reason for Modification: Addendum No.1
Doc Description: Pharmacy Supplies, Pharmacist Consultant, and Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-01-29	2021-02-09 13:30	CRFQ 0613 VNF2100000016	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Compass Health Services, LLC d/b/a Omnicare of Morgantown

Address :

Street : 102 Corporate Drive

City : Morgantown

State : WV

Country : USA

Zip : 26501

Principal Contact : Mary Jean De Santis

Vendor Contact Phone: 610-312-9455

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor
Signature X

FEIN# 55-0730048

DATE 2/8/2021

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

ADDITIONAL INFORMATION

Addendum No.1

1. To respond vendor questions that are attached.

2. Bid opening remains on 2/9/2021 at 1:30pm

No other changes.

INVOICE TODIVISION OF VETERANS AFFAIRS
1 FREEDOMS WAYCLARKSBURG WV 26301
US**SHIP TO**VETERAN'S NURSING FACILITY
1 FREEDOMS WAYCLARKSBURG WV 26301
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pharmacy Supplies, Pharmacist Consultant, and Services				

Comm Code**Manufacturer****Specification****Model #**

51000000

Extended Description:

Pharmacy Supplies, Pharmacist Consultant, and Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 4:00 pm	2021-01-28

	Document Phase	Document Description	Page 3
VNF2100000016	Draft	Pharmacy Supplies, Pharmacist Consultant, and Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**CRFQ VNF21*16
ADDENDUM NO.1**

Questions:

Q1: Section 13 of the RFQ provides “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.” As you may be aware, healthcare, including pharmacy services, is a highly regulated space involving numerous state and federal rules, laws and regulations including the Federal Anti-Kickback Statute, 42 USC Sec. 1320a-7b(b). These laws and regulations, in conjunction with our own compliance policies, require our services to be provided at rates exceeding our cost of providing the services and/or the fair-market value of these services. To ensure that both the pharmacy and the State remain in compliance with all regulations, will the state add a price adjustment provision to the RFQ allowing the pharmacy to adjust both the drug rate and monthly service rate in the minimum amounts necessary should this ever be required in order to maintain compliance? Adding such a provision to the RFQ is consistent with the requirements of Section 22 of the RFQ, entitled Compliance With Laws.

A1: The Drug pricing issues has been accounted for in the Solicitation, Exhibit A. Pricing for Exhibit B will remain for the life of the contract as per terms and conditions.

Q2: Will the State add a 30-day or 60-day without cause termination right for the Vendor?

A2: As per Terms and Conditions there is no allowance for a vendor to breach the contract due to the vendor’s inability to hold firm pricing for the term of the contract. Terms to remain as they are.

Q3: In lieu of a single per bed per month rate in Exhibit B, can the RFQ be revised to permit the following separate rates?

- Medication Regimen Reviews – Priced Per Bed Per Month
- Additional Consultant Pharmacist Services – Priced Per Hour
- IV Supplies – Price at Invoice Cost + __%
- IV Pump – Price Per Day
- Education – Priced Per Hour

A3: No, the Solicitation remains same.

Q4: We cannot agree to reimburse the state in the event a medication must be obtained from another pharmacy. Will the state remove this provision from Section 4.1.20?

A4: No, the Solicitation will remain the same.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO. CRFQ VNF2100000016

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Compass Health Services, LLC
d/b/a Omnicare of Morgantown

Company



Authorized Signature

2/8/2021

Date

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

SOLICITATION NUMBER: CRFQ VNF2100000016

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2100000016 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

1. To respond to vendor questions that are attached.
2. Bid opening remains on 2/9/2021 at 1:30pm

Terms and Conditions:

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



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

State of West Virginia
Centralized Request for Quote
Medical

Proc Folder: 834882

Doc Description: Pharmacy Supplies, Pharmacist Consultant, and Services

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2021-01-26	2021-02-09 13:30	CRFQ 0613 VNF2100000016	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Compass Health Services, LLC d/b/a Omnicare of Morgantown

Address :

Street : 102 Corporate Drive

City : Morgantown

State : WV

Country : USA

Zip : 26501

Principal Contact : Mary Jean De Santis

Vendor Contact Phone: 610-312-9455

Extension:

FOR INFORMATION CONTACT THE BUYER

David H Pauline
304-558-0067
david.h.pauline@wv.gov

**Vendor
Signature X**

FEIN# 55-0730048

DATE 2/8/2021

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

ADDITIONAL INFORMATION

Veterans Nursing Facility (WV VNF) located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract to provide Pharmacy Supplies, Pharmacist Consultant, and Services per the attached documentation.

The Pricing Page, Exhibit A, must be completed and attached with the Vendor's submitted bid whether submitting an electronic bid or paper bid.

INVOICE TO	SHIP TO
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY CLARKSBURG WV 26301 US	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY CLARKSBURG WV 26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pharmacy Supplies, Pharmacist Consultant, and Services				

Comm Code	Manufacturer	Specification	Model #
51000000			

Extended Description:

Pharmacy Supplies, Pharmacist Consultant, and Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 4:00 pm	2021-01-28

	Document Phase	Document Description	Page 3
VNF2100000016	Draft	Pharmacy Supplies, Pharmacist Consultant, and Services	

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 01/09/2020

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: January 28, 2021 at 4 pm

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: david.h.pauline@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:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

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 N/A 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: **February 9, 2021 at 1:30 pm**

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

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 must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

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

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <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: **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 of 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 upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ As listed in the Specifications.

☐

☐

☐

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below 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: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$100,000.00 per occurrence.

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

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

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

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

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

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

☐☐☐☐

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.wv.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 01/09/2020

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 or 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.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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.

Mary Jean De Santis, Associate Sales Manager

(Name, Title)

Mary Jean De Santis, Associate Sales Manager

(Printed Name and Title)

102 Corporate Drive, Morgantown, WV 26501

(Address)

610-312-9455

(Phone Number) / (Fax Number)

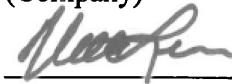
maryjean.desantis@omnicare.com

(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.

Compass Health Services, LLC d/b/a Omnicare of Morgantown

(Company)



Matthew Lerner, Senior Manager

(Authorized Signature) (Representative Name, Title)

Matthew Lerner, Senior Manager

(Printed Name and Title of Authorized Representative)

2/8/2021

(Date)

414-335-6930

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301, to establish an open-end contract for a vendor to provide Pharmacy Supplies, Consultant Pharmacist and Education Services.
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 **“Contract Services”** means Pharmacy Supplies and Services to be provided to WV Veterans Nursing Facility as more fully described in these specifications.
 - 2.2 **“Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit B, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
3. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1. Vendor must employ licensed pharmacist, licensed and available to practice within the State of West Virginia.
 - 3.2. Vendor must have a minimum of five (5) years’ experience in providing pharmaceutical services to Long Term Care facilities and/or hospital settings.
 - 3.3. Vendor must have no successful claims (excluding settlements) against their professional liability within the last two (2) years.
4. **MANDATORY REQUIREMENTS:**
 - 4.1. **Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.
 - 4.1.1 The vendor must agree to charge only the pre-established acquisition cost margins for pharmaceuticals as contained in Exhibit A, under ALLOWABLE CHARGES.

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

- 4.1.2** The vendor must provide all prescription pharmaceutical services as required per order, including picking up, filling, and delivering orders to the facility nursing units.
- 4.1.3** The vendor must package medication in individual unit dose containers (bubble/blister packs, or thermal sealed cups) at the pharmacy. If vendor is unable to provide all medication in individual unit dose containers, vendor must either have an agreement in place with a local pharmacy or the facility will purchase from a local pharmacy and vendor will be responsible for reimbursement of such.
- 4.1.4** The vendor must have an on-call pharmacist available twenty-four (24) hours a day, seven (7) days per week for consultation.
- 4.1.5** The vendor must provide for delivery of medications 365 days per year, including all holidays, which follow: New Year Day, New Year's Eve, Memorial Day, Thanksgiving Day, Christmas Day, Christmas eve, Independence Day, and Labor Day.
- 4.1.6** The vendor must ensure "stat" delivery services are available to and provided for the facility. "Stat" delivery time frames shall be agreed upon by the Director of Nursing (DON) or the Administrator of the facility.
- 4.1.7** The vendor must provide new medication within twenty-four (24) hours including weekends and holidays. The facility must be contacted if medications will take longer than one day due to special orders.
- 4.1.8** The vendor must conduct monthly meetings with the Director of Nursing (DON), and Administrator at the facility to provide information about survey readiness (being prepared for inspections by OHFLAC and Federal Veterans Inspections concerning medication storage, containment, distribution) and/or providing in-serving, training, observation of med passes and report all findings.

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

- 4.1.9** The vendor must destroy all outdated or discontinued medications as outlined in the facility's Destruction of Controlled Substances and Discontinued and Outdated Medication policies. Hard copies will be provided by the facility. Please see Exhibits C and D
- 4.1.10** The vendor must bill all prescription orders to third party's insurance carriers (For example: Medicare Part D plans, WV Medicaid, WV Medicaid Pharmacy plans, UMWA, and other pharmacy insurance plans). When/where applicable. The vendor must bill all other medications not applicable to item 4.1.10 to the facility, separating each bill – first by resident's name, then by either prescription or non-prescription. Pricing for each medication listed must include whether the medication is allowable or non-allowable by third party insurance. If non- prescription, then medication should be listed as "Over the Counter" (OTC).
- 4.1.11** The vendor must bill back to third party insurance if resident becomes certified by/through their insurance company.
- 4.1.12** The vendor must issue credits to the facility for unopened returned items that were paid for by the facility.
- 4.1.13** The vendor must provide monthly drug regimen review of all residents and report findings to the facility's Director of Nursing (DON) and Administrator.
- 4.1.14** The vendor must provide and maintain fully functioning medication carts at the facility. Medication carts shall be cable of being outfitted to accommodate the varying needs of the facility. Each cart must have locking capabilities to provide for secure access to all medications.
- 4.1.15** The vendor must provide monthly inspection of the facility's drug carts an medication rooms (this is where medicine is stored, prepared, crushed and/or mixed) and report findings as to cleanliness, refrigerator working condition/temperature, checks for out dated medications to remove/destroy, and organization of stored medications to the DON and Administrator at the facility.

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

- 4.1.16** The vendor must participate in scheduled Quality Assurance and Performance Improvement meetings as required by the facility.
- 4.1.17** The vendor must conduct annual in-service training sessions annually at the facility, within sixty (60) days of the implementation of the contract.
- 4.1.18** The vendor must provide a resident pharmacy review with recommendations monthly to the DON and Administrator.
- 4.1.19** The vendor must provide psychotropic drug review and psychotropic monitoring devices monthly and upon prescription changes.
- 4.1.20** The vendor must provide all medication ordered by physicians and Nurse Practitioner. If vendor is unable to provide all medication, vendor must either have an agreement in place with a local pharmacy or the facility will purchase from a local pharmacy and vendor will be responsible for reimbursement of such.
- 4.1.21** The vendor must provide a monthly report on pharmacy activities to the DON and Administrator of the facility. The report is to include all items dispensed to each resident. This is to include item description, NDC number, quantities provided. The report is to include third party payment activity showing payment, resident co-pay amounts, non-covered amounts, secondary billing of co-pay/deductible for each RX, amounts received from secondary insurance companies for payments of co-pay/deductible.
- 4.1.22** The vendor must provide the facility an updated Pharmacy policy and Procedure Manual upon award of the contract and annually thereafter during the term of the contract.
- 4.1.23** The vendor must conduct medication administration observations on nursing staff two (2) times per year.
- 4.1.24** The vendor must package medications for residents to take for leave of absence.

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

- 4.1.25** The vendor must receive and verify orders from the facility via the Point Click Care (PCC) computer system maintained by the facility. Contracted vendor will be provided with both access to the Point Click Care system and training at the facility.
- 4.1.26** The vendor must advise facility of medications not covered by third party insurances and give recommendations of alternative allowable prescriptions (i.e. generics) whenever available.
- 4.1.27** The vendor must comply with all Federal and State standards and requirements applicable to the provision of pharmaceutical care and services.
- 4.2. Vendor Required Equipment/Electronic Mandatory Requirements:**
NOTE: Facility has implemented Point Click Care (PCC) software that includes Bar Code Medication Administration (BCMA). Physicians will be entering orders in the Point Click Care system.

 - 4.2.1** Computer system with internet capability and ability to access Point Click Care, the facility's Electronic Medical Records System.
 - 4.2.2** Bar Code Scanner to print bar codes into the Point Click Care (PCC) system.
 - 4.2.3** Bar Code Scanner to print bar code labels that will be affixed to any dispensed medication that does not have a manufacture bar dose (i.e. medication not dispensed in unit dose) and some medications that may need to be placed in clear plastic bags (i.e. ointments, creams, lotions, inhalers, suppositories, injectables)
 - 4.2.4** Vendor will be required to verify through Physician's electronic/written order within the Point Click Care system in addition to processing the order into the current pharmacy dispensing computer system.
 - 4.2.5** Pharmaceutical packaging equipment must be utilized to properly package all pharmaceuticals so they can be scanned into the facilities BCMA computer package.

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

4.2.6 Vendor will be required to dispense medications with a bar code, using the manufacture National Drug Code (NDC) bar code number on a unit dose medication.

4.2.7 Vendor will be required to scan each of the dispensed drug's bar code into the Point Click Care system the first time the NDC bar code is utilized. The Pharmacy will only need to scan in bar codes subsequently if there is a manufacturer change or a manufacturer has changed its NDC number.

5. CONTRACT AWARD:

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

5.2. Pricing Page: Vendor should complete Exhibit B, Pricing Page by first entering a cost per licensed bed per month, then multiplying cost per licensed bed per month by the number of licensed beds listed for the facility and enter that amount on the total per month for facility. Then multiply the total per month for facility by 12 months and enter this amount to Annual cost for facility. In the space labeled enter overall total bid cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Tara Lyle, Senior Buyer

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 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.

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

8. 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.

REQUEST FOR QUOTATION – CRFQ VNF2100000016
Pharmacy Supplies and Services

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager: Chris Lockard, RPh

Telephone Number: 304-290-1560

Fax Number: 800-230-3083

Email Address: chris.lockard@omnicare.com

CRFQ VNF2100000016 Exhibit A

Pharmacy Supplies, Consultant Pharmacist and Services

Any anticipated travel, dispensing or other costs related to the performance of services under this RFQ must be accounted for and incorporated into the vendor's monthly service fee to be reported below. No expenses other than the pre-established costs of drugs and monthly service fees will be reimbursed by the State.

Bids will be reviewed, and an award made to the vendor providing the overall lowest costs meeting specifications to the facility. Submission of a quotation implies acceptance of the following pre-established acquisition cost margins to be paid by the State for pharmaceuticals:

SERVICES	ALLOWABLE CHARGES
Prescription Drugs not covered by Insurance:	Wholesale Acquisition Cost (W.A.C) + 2% **See Comments Below
Non- prescription Drugs not covered by Insurance:	Wholesale Acquisition Cost (W.A.C) + 1% **See Comments Below

**As described in Omnicare's cover letter, because no facility-pay drug utilization data was provided, Omnicare is unable to agree to the rates described above. Omnicare does offer the following rates:

Prescription Drugs Not Covered by Insurance	WAC+15%+\$0.00
Non-Prescription Drugs Not Covered by Insurance	WAC+30%+\$0.00

CRFQ VNF2100000016 EXHIBIT B - PRICING PAGE

Pharmacy Supplies, Consultant Pharmacist and Education Services

Facility and Licensed Beds (LTC)	Cost Per Licensed Bed Per Month	Total Per Month For Facility	12 months	Annual Cost For Facility
WV Veterans Nursing Facility-120 Beds	\$42.18	5,061.60	X 12	\$60,739.20
		Overall Total Bid Cost:		\$60,739.20

****NOTE****

For the purposes of evaluation and award, bidders must incorporate all direct and peripheral costs into a set monthly fee to be charged on a per licensed bed basis:

Vendor Name: Compass Health Services, LLC d/b/a Omnicare of Morgantown

Vendor address: 102 Corporate Drive, Morgantown, WV 26501

Remit to address: 102 Corporate Drive, Morgantown, WV 26501

Phone number: 800-455-3080

Fax: 800-230-3083

E-mail : matthew.lerner@omnicare.com

Signature: 

Date: 2/8/2021

<p>Policy</p> <p>DESTRUCTION OF CONTROLLED SUBSTANCES</p> <p>Page 1 of 1</p>	<p>FUNCTION Pharmacy</p>
	<p>NUMBER I.E.1</p>
	<p>ISSUED November 1, 2007</p>
	<p>REVISED April 30, 2015</p>

An inventory of all discontinued and/or expired controlled substances will be maintained until the medications are destroyed.

- A. Once a controlled substance has been removed from active storage (due to an expiration date or an order was discontinued), the individual medication container and the declining inventory record will be wrapped together and locked in narcotic drawer until returned to the Director of Nursing for destruction (i.e. Hospice Medications)
- B. If a medication is removed from the Pyxis and refused, dropped, or removed in error, then the nurse must perform a return function on the Pyxis and return the medication to the external return bin along with the printed receipt.
- C. The consultant pharmacist and the licensed nurse will validate that the inventory is accurate and that it coincides with the declining inventory record. (i.e. Hospice meds or liquids). The following information will be documented on the Controlled Substance Destruction Inventory Log (See Controlled Substance Destruction Inventory Log):
 1. Prescription number
 2. Resident's name
 3. Medication name, strength and dosage form
 4. Quantity
 5. The nurse and the consultant pharmacist should both sign the Destruction Inventory Log and enter the appropriate date.
- D. The physical inventory will be compared to the Destruction Inventory Log and the individual declining inventory record by the consultant pharmacist and the director of nursing at the time of destruction. The medications will be destroyed by flushing appropriately with (2) witnesses.
 1. Once verified to be correct the medication will be destroyed as designated.

Destruction of Controlled Substances Policy

Page 2 of 2

2. The Destruction Inventory Log shall be signed by both the consultant pharmacist and the director of nursing witnessing the destruction.
3. All corresponding paperwork will be maintained for a period of two (2) years in the DON's office.

WV Nursing Home Licensure Rule: 8.13.d

WV Veterans Nursing Facility

<p style="text-align: center;">Policy</p> <p style="text-align: center;">DISCONTINUED AND OUTDATED MEDICATION DISPOSAL</p> <p style="text-align: right;">Page 1 of 1</p>	<p>FUNCTION Pharmacy</p>
	<p>NUMBER I.E.2</p>
	<p>ISSUED November 1, 2007</p>
	<p>REVISED July 26, 2018</p>

Policy

When medications are discontinued by a prescriber, a resident is transferred or discharged and does not take medications with him/her, or in the event of a resident's death, the medications are marked as "discontinued" and destroyed, or, if the packages are unopened, returned to the issuing pharmacy.

Procedures

- A. If a prescriber discontinues a medication and, in the nurse's judgment, it is unlikely to be reordered within three days, the medication container is removed from the medication cart.
- B. Medications awaiting disposal or return are stored in pharmacy return bins designated for that purpose until picked up by pharmacy. Medications are removed from the medication cart immediately upon receipt of an order to discontinue avoiding inadvertent administration.
- C. Non controlled medications returned to the pharmacy will be credited to the patient, when appropriate. Any medication that is returned to the pharmacy and can not be credited will be removed from the pharmacy by a reverse distributor and documented.
- D. If a resident brings in medications from home or another facility and will not be used by the resident, then the medication can be sent to the pharmacy for disposal with the reverse distributor or can be sent home with the family prior to them exiting the facility.
- E. Medications, that can not be credited and controlled substances, will be picked up by a reverse distributor and logged by the company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: CVSCaremark.CertRequest@marsh.com Fax:212-948-5338	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
CN101226639-ALL-GAW-21-22	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B : Indemnity Insurance Company of North America</td><td>43575</td></tr><tr><td>INSURER C : ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Company of North America	43575	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED OMNICARE, INC ONE CVS DRIVE WOONSOCKET, RI 02895															

COVERAGES

CERTIFICATE NUMBER:

NYC-011011299-01

REVISION NUMBER: 4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 <input checked="" type="checkbox"/> LIQUOR LIABILITY INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG71564915	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 4,500,000 GENERAL AGGREGATE \$ 28,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY SELF-INSURED PHY.DMG.			ISAH25309248	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See Page two for Policy Numbers	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

OMNICARE, INC 900 OMNICARE CENTER 201 EAST 4TH STREET CINCINNATI, OH 45202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA, INC.		NAMED INSURED OMNICARE, INC ONE CVS DRIVE WOONSOCKET, RI 02895
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

WORKERS COMPENSATION DEDUCTIBLE PROGRAM:

POLICY DATES: JAN 1, 2021 TO JAN 1, 2022

Policy #	States Covered	Carrier
WLRC66926746	AOS	Indemnity Insurance Company of North America
SCFC66926825	WI	ACE Fire Underwriters Insurance Company
WLRC66926783	CA	ACE American Insurance Company
WCUC66926862	DC, MA, OH, RI	ACE American Insurance Company
WCUC66926904	CT, NC, NJ, VA	ACE American Insurance Company

LIMIT: \$2,000,000

DEDUCTIBLE: \$2,000,000

COMMON POLICY CONDITIONS

A. Cancellation

2. We [Carrier] may cancel this policy by mailing or delivery to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non payment of premium

1) General Liability Additional Insured - Where Required Under Contract or Agreement language per endorsement CG 2026 (04/13):

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by the General Liability Policy but only to the limit and scope of insurance agreed to by the Named Insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insureds acts or omissions or the acts or omissions of those acting on the Named Insured's behalf:

1. In the performance of your ongoing operations;
- or
2. In connection with your premises owned by or rented to you.

2) General Liability Earlier Notice of Cancellation Provided By Us language per endorsement CG 02 24 10 93:

Number of Days' Notice 90

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

3) GENERAL LIABILITY CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity (ies) by the Carrier according to the notification schedule shown below:

Name of Person(s) or Entity(ies):

AGENCY CUSTOMER ID: CN101226639

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA, INC.		NAMED INSURED OMNICARE, INC ONE CVS DRIVE WOONSOCKET, RI 02895
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Per the most current schedule maintained by Marsh USA, Inc. and furnished to Chubb no less than 45 days prior to the effective date of cancellation.

Number of Days Advanced Notice of Cancellation: 90



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Omnicare One CVS Drive Woonsocket RI 028950000 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Coverys Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570085623164 REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	X UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED X RETENTION \$2,000,000			005RI000029923 Professional Liability	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE \$25,000,000 Specific Loss Limit \$25,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limit shown is in excess of SIR. Limits shown are in excess of primary underlying policy limits.

CERTIFICATE HOLDER

CANCELLATION

Omnicare, Inc. 900 Omnicare Center 201 East 4th Street Cincinnati OH 45202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
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Holder Identifier : pat.english@air

Certificate No : 570085623164



Board of Pharmacy

***REGISTERED PHARMACY PERMIT
CONTROLLED SUBSTANCE PERMIT
STERILE / PHARMACEUTICAL COMPOUNDING PERMIT***

July 1, 2020 - June 30, 2021 Date Issued: 6/11/2020

Omnicare of Morgantown

Registered Pharmacy
102 Corporate Drive
Morgantown, WV 26501

LICENSE # SP0551179
DEA # BN5708067

Schedule II
Schedule III
Schedule IV
Schedule V

**Seble W. Hailu - RP0006351
Registered Pharmacist in Charge**

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN5708067	12-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	11-15-2018
OMNICARE OF MORGANTOWN 102 CORPORATE DR MORGANTOWN, WV 26501-4580		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.