



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: 797130

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0618

Vendor ID: VS0000019712

SO Doc ID: BVH2100000001

Legal Name: ALL AMERICAN HEALTHCARE SERVICES INC

Published Date: 12/7/20

Alias/DBA:

Close Date: 12/10/20

Total Bid: \$0.00

Close Time: 13:30

Response Date: 12/10/2020

Status: Closed

Response Time: 10:56

Solicitation Description: Addendum No.2
WV Veteran's Home Temporary LPN

Responded By User ID: AAHCS12

Total of Header Attachments: 1

First Name: Ron

Total of All Attachments: 1

Last Name: Bhavnani



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: 797130
Solicitation Description: Addendum No.2
 WV Veteran's Home Temporary I/DN
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-12-10 13:30	SR 0618 ESR12012000000003897	1

VENDOR
 VS0000019712
 ALL AMERICAN HEALTHCARE SERVICES INC

Solicitation Number: CRFQ 0618 BVH2100000001
Total Bid: 0
Response Date: 2020-12-10
Response Time: 10:56:42
Comments:

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

Vendor Signature X **FEIN#** **DATE**

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	Temporary LPN	0.00000	HOUR	201720.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Commodity Line Comments: \$42/hour weekday rate-base;
\$44/hour weekend rate-base;
\$22/hour holiday rate-base;

Extended Description:

See Pricing Exhibit A page attached
Vendor's must attach "Exhibit A" to their electronic bid if submitting through WVOASIS.



494 Broad Street • Suite 302 • Newark, NJ 07102
Tel 609-581-6622 • Fax 866-629-2242 • www.aahcs.org

December 8, 2020

We thank you for extending us the opportunity to submit a bid for **West Virginia Veteran's Home Temporary Licensed Practical Nurse (LPN)**. We are proud to be the nation's leading healthcare staffing agency for nursing homes, schools, hospitals, clinics and other facilities. We have been successfully providing nursing services for over fifteen years. We are happy to meet your needs for all nursing staff.

We always strive to provide knowledgeable, experienced, clinically proficient and dedicated health care professionals. We assure you of excellent services and look forward to continuing our professional relationship by meeting your growing healthcare challenges.

Thank you.

Sincerely,

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

Paul Ruderman
CEO



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SECTION ONE

Cover Letter



494 Broad Street • Suite 302 • Newark, NJ 07102
Tel 609-581-6622 • Fax 866-629-2242 • www.aahcs.org

PROPOSAL FOR:

WEST VIRGINIA VETERAN'S HOME

Temporary Licensed Practical Nurse (LPN)

Date: December 8, 2020
Proposer: All American Healthcare Services, Inc.
Address: 494 Broad Street, Suite 302
Newark, NJ 07102
Telephone: 609-581-6622
Contact Person: Jenan Abu-Hakmeh, Director, RFP and Government Business
Type of Business Entity: Subchapter S Corporation
Date Company Established: April 1, 2003
Number of Employees: Approximately 450 Full-Time and 5,000 Part-time

In submitting this Proposal, the Proposer warrants and represents that:

1.
 - a. The Proposer has reviewed and understands the requirements set forth within the Proposal Specifications and, if selected, will carry out all of the duties set forth in such Proposal Specifications.
 - b. All information submitted in response to the Proposal Specifications is accurate and factual and all representations made regarding the Proposer's willingness to provide the required Services are true and correct.
2. Except to the extent expressly set forth on the attachments hereto (if applicable) there have been no material changes in the financial status of the Proposer since the date of the most recent financial data submitted herewith, and such financial information and data fairly and accurately reflects the financial position of the Proposer as of the date of submission and the Proposal.
3. There is no action, suit or proceeding, at law or equity, before or by any court of similar Governmental Body against the Proposer wherein any unfavorable decision, ruling, or finding would adversely affect the ability of the Proposer to carry out duties and obligations imposed upon it in the Contract.



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4. The Proposer is duly organized and validly existing in good standing and is duly qualified to transact business in each and every jurisdiction where such qualification is required to enable the Proposer to perform its obligations under the Contract. The Proposer has obtained a business registration certificate. The execution of the Contract, and the performance of all obligations hereunder have been authorized by all required action of the Proposer, including any action required by and charter, by-laws, and/or partnership contract, as the case may be, and any Applicable Laws which regulate the conduct of the Proposer's affairs. The execution of the Contract and the performance of all obligations set forth therein do not conflict with and do not constitute a breach of or event of default under any charter, by-laws, and/or partnership contract, as the case may be, of the Proposer or any lease, indenture, mortgage, contract, or instrument to which the Proposer is a party or by which it is bound so that, upon execution hereof and upon satisfaction of the conditions herein contained, the Contract will constitute valid, legally binding obligations of the Proposer, enforceable in accordance with its terms, except to the extent that enforcement thereof is limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditor's rights generally and the application of the general principles of equity.
5. There is no action, suit or proceeding, at law or in equity, before or by any court or similar Governmental Body against the Proposer wherein an unfavorable decision, ruling, or finding would materially adversely affect the performance by the Proposer of its obligations hereunder or the other transactions contemplated hereby, or which, in any way would materially adversely affect the validity of enforceability of the Contract, or any other contract or instrument entered by Proposer in connection with the transaction contemplated hereby.
6. The Proposer has in its possession valid approvals, registrations, licenses, certifications or permits that, pursuant to applicable federal, state and local laws, permit the Proposer to provide the Services as contemplated in these Proposal Specifications and under and in accordance with the terms of the Contract for the term thereof.
7. The Proposal is submitted pursuant to due authorization by, and is in all respects binding upon, the Proposer.
8. No corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of the Proposer has been adjudicated to be in violation of any state or federal law, charged with or convicted of bribery, fraud, collusion, or any violation of any state or federal Medicare, Medicaid or similar statute, or previously adjudged in contempt of any court order enforcing such



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laws, been discharged or banned from any public works project or appeared on a debarred, suspended, or disqualified list of any state.

9. The Proposer has sufficient qualified personnel available to provide the Services on a constant and regular basis during the Term of the Contract.
10. The Proposer is not currently in breach of or in default of any contracts, permits or any other applicable federal, state and local laws and regulations that are necessary for or relate to the Proposer's ability to provide the Services as contemplated in the Proposal Specifications, and the Proposer has obtained all required federal, state, and local permits, licenses, certifications and approvals necessary to provide the same.
11. The Proposer has thoroughly reviewed the procurement process and agrees to participate in good faith in the procurement process as described in the RFP, to adhere to the Authority's project schedule and to execute a Contract that contains the terms set forth herein.
12. The Proposer acknowledges that all costs incurred by it in connection with this submission shall be borne exclusively by the Proposer.

Sincerely,

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

Paul Ruderman, CEO
All American Healthcare Services, Inc.



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SECTION TWO

BVH21_01 Solicitation Document

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veteran's Home located at 512 Water St., Barboursville, WV 25504 to establish an open end contract for Temporary Licensed Practical Nurses (LPN) for direct care staffing, per the attached documentation.

Vendors must attach pricing page "Exhibit A" to electronic bid if submitting through WVOASIS

INVOICE TO	SHIP TO
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV 25504 US	WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV 25504 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Temporary LPN	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:

See Pricing Exhibit A page attached

Vendor's must attach "Exhibit A" to their electronic bid if submitting through WVOASIS.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions Due by 10:30 am	2020-11-30

	Document Phase	Document Description	Page
BVH210000001	Draft	WV Veteran's Home Temporary LPN	3

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: 11/30/2020 10:30 am

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 or 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: 12/09/2020 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: This Contract becomes effective on 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.

See 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: _____ 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:

N/A _____ 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 heath, 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.

Jenan Abu-Hakmeh, Director, RFP and Government Business

(Name, Title)

Jenan Abu-Hakmeh, Director, RFP and Government Business

(Printed Name and Title)

494 Broad St, Suite 302, Newark, NJ 07102

(Address)

T: 862-250-6633 / F: 866-629-2242

(Phone Number) / (Fax Number)

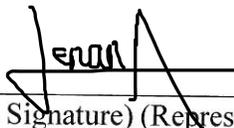
jenan@aahcs.com

(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.

All American Healthcare Services, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Jenan Abu-Hakmeh, Director, RFP and Government Business

(Printed Name and Title of Authorized Representative)

December 8, 2020

(Date)

T: 862-250-6633 / F: 866-629-2242

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ BVH21*01
Direct Care Staffing for Temporary Licensed Practical Nurses

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Veteran's Home located at 512 Water St., Barboursville, WV 25504 to establish an open end contract for Temporary Licensed Practical Nurses (LPN) for direct care staffing.

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 the services as outlined in these specifications to satisfy all requirements of the agency facility located at 512 Water St., Barboursville, WV 25504 as noted herein.

 - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, 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.

 - 2.4 **"LPN"** means Licensed Practical Nurse.

 - 2.5 **"Agency"** means West Virginia Veteran's Home

 - 2.6 **"Staffing Agency"** means the prospective vendor.

 - 2.7 **"PointClickCare®"** means the medical records software utilized by the Agency.

 - 2.8 **"WVVH"** means West Virginia Veteran's Home located at 512 Water St., Barboursville, WV 25504.

 - 2.9 **"Ten-panel drug screen"** means a drug test for the presence of Amphetamines, barbiturates, benzodiazepines, cocaine, marijuana metabolites (THC), methadone, methaqualone, opiates, phencyclidine (PCP), and propoxyphene

 - 2.10 **WV CARES"** means the West Virginia Clearance for Access: Registry & Employment Screening administered by the WV Department of Health and Human Resources to conduct background checks on all prospective direct patient access employees.

REQUEST FOR QUOTATION
CRFQ BVH21*01
Direct Care Staffing for Temporary Licensed Practical Nurses

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. LPN(s) must hold an unencumbered valid WV Licensed Practical Nurse License with no disciplinary actions.

3.2. LPN(s) must have a current Cardiopulmonary Resuscitation (CPR) Card.

3.3. LPN(s) must successfully pass a ten-panel drug screen, at no expense to the WVVH.

3.4. LPN(s) must be registered with WV CARES and affiliated with the Staffing Agency.

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 LPN(s) must be licensed and in good standing with the West Virginia Board of Nursing

4.1.1.1 LPN(s) must assist professional nursing staff in providing care to residents, including administering medications and assisting in care planning and recording.

4.1.1.2 LPN(s) must record all work in resident charts and PointClickCare®.

4.1.1.3 LPN(s) must ensure documentation into residents' electronic medical records or paper chart are entered in a timely manner per the policies, procedures, and common practices of the facility. Proper methods of documentation will be discussed in greater detail during the facility orientation.

REQUEST FOR QUOTATION
CRFQ BVH21*01
Direct Care Staffing for Temporary Licensed Practical Nurses

4.1.2 Staffing requirements

- 4.1.2.1** Successful vendor must provide healthcare staffing as requested by the Facility to be compatible with weekdays, weekends, and holidays (Holidays include Thanksgiving Day, Christmas Day and New Year's Day).
- 4.1.2.2** Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security, and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
- 4.1.2.3** Successful vendor shall provide the Facility with information on each healthcare staff member prior to sending them to the WVH for a scheduled shift. The information must be submitted to the Agency and must include the CPR Certifications and the unencumbered licensure confirmation. A memo/email stating a successful drug screen and registration of the staff member with WV CARES will suffice to ensure that no LPN provided may have a substance abuse issue or criminal background. No nurse providing services to the Facility under this agreement will have been investigated and substantiated by the Board of Nursing or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.1.2.4** The Vendor will agree to provide required number of staff needed for a shift and/or assignment for at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency's employee calls off, that staffing agency must fill the shift.
- 4.1.2.5** All temporary staffing must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandatory trainings. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.1.2.6** WVH will pay the Agency for lunch breaks.

REQUEST FOR QUOTATION
CRFQ BVH21*01
Direct Care Staffing for Temporary Licensed Practical Nurses

4.1.2.7 All staffing agency's employees must attend mandatory meetings and in-service trainings.

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 the Pricing Page by providing the requested all-inclusive hourly rate/unit price for requested staffing levels. The hourly rate unit price should be multiplied by the estimated hours to get an extended total. 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.

- 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 an all-inclusive hourly rate, 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.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

REQUEST FOR QUOTATION
CRFQ BVH21*01
Direct Care Staffing for Temporary Licensed Practical Nurses

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

10. VENDOR DEFAULT:

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
CRFQ BVH21*01
Direct Care Staffing for Temporary Licensed Practical Nurses

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: Stephanie Suessegger
Telephone Number: 609-752-3425
Fax Number: 866-629-2242
Email Address: stephanie@aahcs.com



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SECTION THREE

Exhibit A:
Pricing Page

Exhibit B:
Purchasing Affidavit

Exhibit C:
Addendum Acknowledgement



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Exhibit A:
Pricing Page

**Pricing Page BVH21*01
Temporary LPN Contract**

Description	Hourly Rate/Unit Price	Estimated Hours	Extended Total
Licensed Practical Nurse Shifts			
Weekday Rate-Base Year One	\$ 42 / hour	2,080	\$ 87,360.00
Weekend Rate-Base Year One	\$ 44 / hour	2,496	\$ 109,824.00
Holiday Rate-Base Year one	\$ 63 / hour	72	\$ 4,536.00
\$ Total			\$ 201,720.00
Weekday Rate-Optional Renewal Year One			
Weekend Rate-Optional Renewal Year One	\$ 44 / hour	2,496	\$ 109,824.00
Holiday Rate-Optional Renewal Year one	\$ 63 / hour	72	\$ 4,536.00
\$ Total			\$ 201,720.00
Weekday Rate-Optional Renewal Year Two			
Weekend Rate-Optional Renewal Year Two	\$ 44 / hour	2,496	\$ 109,824.00
Holiday Rate-Optional Renewal Year Two	\$ 63 / hour	72	\$ 4,536.00
\$ Total			\$ 201,720.00
Weekday Rate-Optional Renewal Year Three			
Weekend Rate-Optional Renewal Year Three	\$ 44 / hour	2,496	\$ 109,824.00
Holiday Rate-Optional Renewal Year Three	\$ 63 / hour	72	\$ 4,536.00
\$ Total			\$ 201,720.00

Overall Total Cost	\$806,880.00
---------------------------	---------------------

Notes

1. Hours are estimates for bid purposes only. Actual hours may be more or less than the estimated amount.
2. Vendor should bid an all-inclusive hourly rate for all hourly lines.
3. Holiday hours are estimated for Thanksgiving, Christmas Day and New Year's Day.
4. Vendor should multiply the hourly rate by the estimated hours to get the total for each line.
5. For each Year Vendor should total all rates multiplied by estimated hours.
6. The grand total is all yearly totals combined. The winning vendor will be the lowest grand total meeting all mandatory specifications.



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Exhibit B:
Purchasing Affidavit

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: All American Healthcare Services, Inc.

Authorized Signature: [Signature] Date: 2 December 2020

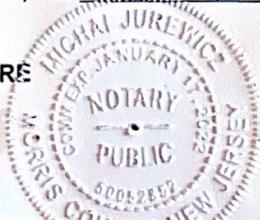
State of New Jersey

County of Morris, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of December, 2020.

My Commission expires Jan 17, 2022, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC





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Exhibit C:
Addendum Acknowledgement

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO BVH2100000001

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:

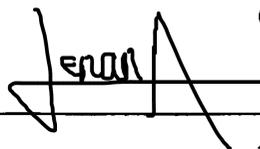
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" 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.

All American Healthcare Services, Inc.

Company



Authorized Signature

December 8, 2020

Date

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



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SECTION FOUR

Exhibit D:
Quality Assurance Program

Exhibit E:
Resumes

Exhibit F:
Reference Letters

Exhibit G:
Certificate of Insurance

Exhibit H:
Proof of Business Registration

Exhibit I:
Certificate of Employee Information Report

Exhibit J:
W-9 Form



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Exhibit D:
Quality Assurance Program



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Quality Assurance Program (QAP)

In submitting this Proposal, the Proposer warrants and represents that **we acknowledge and commit to fulfilling all requirements for West Virginia Veteran's Home Temporary Licensed Practical Nurse (LPN)**. We plan to do so by following our rigorous Quality Assurance Program, outlined below.

This strategy devised to ensure quality assurance will be put into effect under this contract. Our strategy has been tailored to meet the needs of the procurement set forth. The intended use of this results-driven strategy is to achieve a continued quality service, meeting the demanding needs of supplemental medical staff.

The following will serve as a layout for the communication structure, coordination, and agreement amongst all members involved in providing the services in question.

Employee Hiring and Placement

Applicants are subject to a rigorous screening process to ensure competence and professionalism. In order to qualify for employment at AAHCS, each candidate's experience, skills, references, licensure, and current health certification are reviewed and verified. All candidates must be interviewed by a member of management and complete the following paperwork and tasks before being offered a position with AAHCS:

- General application
- 2 reference checks
- License Verification
- HIPAA Test
- Blood Bourne Pathogen Test (OSHA)
- Any mandatory tests specific to the facility
- Self-Skills Checklist
- Employee Agreement
- Confidentiality Agreement
- Time Sheets Policy
- Call Out Policy
- Substance Abuse Policy



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- Elderly abuse policy
- Acknowledgement of health insurance policy
- Acknowledgement of Employee Handbook
- Orientation
- In-Service Attendance
- Competency Evaluation
- Professional Liability/Malpractice Insurance
- Copy of Healthcare License
- Copy of CPR Card (LPN/RN)
- PPD-TB Screening (Within one year)
- Physical (Within the last 6 months)
- I-9
- Government issued Photo ID
- Copy of Social Security card
- W-4
- Criminal Background Check
- Pre-Employment Drug Test

Each potential hire must also undergo a Competency Evaluation administered by our clinical supervisor. The Competency Evaluation covers topics including but not limited to:

- Admission and discharge of residents
- Head-to-toe assessment including each body part
- Initial shower and skin assessments
- CPR/AED
- IV Certified/IV Therapy Administration
- Pulse Oximetry
- Tracheostomy Care
- Neuro Check
- Administering oxygen
- Medication Administering/Documenting
- Narcotic Counting
- MAR & TAR signatures



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- Psychotropic Charting
- Medicare Charting
- Re-ordering Narcotics
- Backup meds used and faxed
- Ordering lab medication
- Clinical pain management
- Catheter and foley care
- Gastronomy tube

Beyond the general process, AAHCS screens applicants on a client-by-client basis. We evaluate each healthcare professional's individual skills set and previous experience to determine whether he or she is the best possible match for a given client and or setting. In addition, supervisors and other healthcare professionals are required to attend a structured initial orientation at the home to which they will be assigned, ensuring that they will be more comfortable with the environment before beginning tenure there.

Evaluation

In efforts to create a staff that is of high quality and highly competent, our personnel are constantly evaluated during their duration of employment. We perform monthly audits on our employees' files, to ensure that all medical records and licenses are up to date. In addition, we take great care to document any additional educational programs that an employee has completed, which creates a more refined and accurate record of each person's skill set and competence level.

All of our staff is formally evaluated by our Clinical Supervisor on a quarterly basis to ensure that each still meets the standards set by AAHCS.

Employees are also subject to periodic supervisor evaluations, as detailed in the Performance Management portion of our Quality Assurance manual.



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Training

AAHCS holds numerous training programs during the year in order to keep our employees up to date on relevant new medical developments as well as to further refine their skills. Programs planned for the year cover a variety of topics, ranging from administrative skills such as Documentation and GT Protocol, to practical skills such as Medication Administration and Wound Care. Overall, our intention is to equip our employees with both nursing/caretaking skills as well as general administrative skills.

Training programs planned for the year include:

- Abuse/Neglect
- Infection Control/Blood Borne Pathogens
- Wound Care
- Admission Assessments
- Incontinence Training
- Fall Prevention/Documentation
- Responding to Emergencies
- Pain Management
- Sensitivity Training
- CPR Certification
- IV Certification
- State Survey Preparation Training
- Review Facility Fire Safety Procedures

Completion of such training sessions is noted in each employee's record and is taken into account when evaluating their suitability for a particular facility or position. In addition, we encourage our employees to further their own education by subsidizing job-related college courses. We also highly encourage attendance to selected conferences and seminars that will further professional development.

Discipline

Reports of poor performance become part of an employee's permanent record. Significant poor performance, or an accumulation of incidents of such, warrants disciplinary measures. However, some leeway is allowed for employees to learn from their mistakes.



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AAHCS utilizes a “three-strike” system for the personnel on our staff in order to deter poor performance. “Strikes” are received for a variety of disciplinary infractions including negative feedback, last-minute callouts, excessive rudeness, etc. After three “strikes”, AAHCS no longer employs the employee in question. This system serves not only to deter poor performances and remove truly problematic offenders, but also allows some leeway for individuals, allowing the opportunity for them to recognize and correct their mistakes.

Recruitment and Retention

The process of recruiting experienced and qualified healthcare professionals begins through referral network systems developed over the course of the years that we have been in business. Often, the best leads to reliable, potential employees come from existing employees who refer a friend or co-worker.

In addition to word-of-mouth, AAHCS recruits via newspaper ads, resume database searches, internet job posting, and our company website. The use of the internet allows us to streamline our hiring procedures and to process applications on a more efficient basis.

AAHCS finds that its growth corresponds directly with the quantity and quality of the medical personnel joining the cause. AAHCS invests a significant amount of effort in continuing to grow its pool of medical staff.

Employee retention is just as important as employee growth. AAHCS focuses on retaining its employees by creating a warm and friendly environment throughout the office, as well as in communication with our external staff. We are able to provide a personable relationship with both internal and external staff.

AAHCS offers a variety of awards and small incentives for all employees to help motivate them to strive for excellence, while providing a means to reward employees for exceptional performance. After evaluating feedback collected from facility administrators, supervisory personnel, and other employees in our agency, exemplary employees may receive the Employee of the Month or the Employee of the Year awards. Excellent employees are also awarded gift cards and various other bonuses.



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Exhibit E:
Resumes

Krystal K. Petry, LPN



Education

Fayette County Career and Technical Institute --September 2014

Past Work Experience

FlexRN --October 2020-Present
LPN
The Village at Orchard Ridge --August 2020-October 2020
Centra Healthcare LPN
Care Haven Center, Martinsburg, WV --January 2020-September 2020
Mountaineer Recovery Center Lead LPN
Kearneysville, WV --November 2019-January 2020
Interim Healthcare LPN
Harmony at Martinsburg, Martinsburg, WV --October 2019-January 2020
Stepping Stones Cottages LLC LPN
Inwood, WV --August 2019-December 2019
Maxim Staffing Solutions LPN
Rose Hill Health and Rehab, Berryville, VA --May 2019-August 2019
Evergreen, Winchester, VA LPN
Caring Angels Home Health --February 2018-May 2019
Winchester, VA LPN
Crossroads Treatment Centers --August 2018-November 2018
Winchester, VA LPN
Primecare Medical --July 2017-May 2018
Vicki Douglas Juvenile Center, Martinsburg, WV LPN
RTG Medical --May 2017-July 2017
Care Haven Center, Martinsburg, WV LPN
LHC Group --April 2017-May 2017
Home Call, Frederick, MD LPN
Homewood at Frederick --November 2016-January 2017
Frederick, MD LPN
Nationwide Therapy Group --February 2016-October 2016
Care Haven Center, Martinsburg, WV LPN
Maxim Staffing Solutions --June 2015-November 2016
Allegheny County Jail, Pittsburgh, PA LPN
NRADC, Winchester, VA
Wexford Health Sources --April 2015-July 2015
Martinsburg Correctional Center, Martinsburg, WV LPN
Heartland of Martinsburg
Martinsburg, WV LPN
Genesis Healthcare --October 2014-April 2015
Care Haven Center, Martinsburg, WV LPN

Krystal K. Petry, LPN



Summary of Qualifications

- Able to perform duties such as assisting patients with activities of daily living
- Vital signs
- Head to toe assessments
- Wound care and dressings
- Administration of medications (Oral, Topical, Injectable)
- Able to function in accordance with the ethical and legal standards of PN
- Observed urine drug screens
- Accu-Check
- Competent in all aspects of IV therapy
- Foley insertion
- Ostomy Care
- G-tubes
- Urine drug screens
- Injections
- Phlebotomy
- Substance use disorders
- Medication-assisted treatment

Licenses And Certifications

Licensed Practical Nurse

-October 2014

American Red Cross – CPR Certification

-June 2019-June 2021

IV Certification

-September 2014

Volunteer Experience

South Connellsville Volunteer Fire Company

-June 1999-December 2014

Nichole Casey

Licensed Practical Nurse(Telehealth Nurse) - Virtua Home Care

Pennsauken, NJ
[REDACTED]

To obtain a position as a Licensed Practical Nurse where advanced nursing practices, methods and techniques can be utilized to perform exceptional clinical care.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

WORK EXPERIENCE

Licensed Practical Nurse(Telehealth Nurse)

Virtua Home Care - Mount Laurel, NJ - August 2015 to Present

- Monitor patient vitals via telehealth software
- Prioritize and call patients via telephone to assess s/s
- Document notes and keep close contact with Interdisciplinary team
- Inform field nurses and physicians of any readings outside parameters

NBN Group,

Cherry Hill NJ

Licensed Practical Nurse

Licensed Practical Nurse

ALL American Health Care - Jamesburg, NJ - February 2014 to August 2015

Temporary Position)

- Provided direct in-home patient care
- Administered medication and medical treatments as needed
- Obtained vital signs
- Documented patient progress

EDUCATION

Diploma in Nursing

Lincoln Technical Institute - Moorestown, NJ

July 2012

Margretta Broome

External Case Manager - The Health Center

[REDACTED]
[REDACTED]

To obtain a nursing management position in a SNF/LTC setting.

WORK EXPERIENCE

External Case Manager

The Health Center - Township of Galloway, NJ - 2015 to Present

Evaluate, gather, and assess all referral information from hospital case managers/staff, families, patient in person or by phone

*Based on facility admission criteria, determine acceptance or denial of admission and communicate denial to Administration

*Coordinate the admission process for new patients, communicate payer information to Admissions/Business/MDS office, obtain hospital records for the facility

*Assist in determining and advocate for the patient to receive the appropriate level of care, monitor ongoing status for changes prior to admission, and communicate effectively with appropriate facility staff in a timely manner

*Collect and analyze data regarding referral evaluation and conversion to admissions and make recommendations as needed, complete monthly reports with data collected

*Design, implement, and direct the facility census and marketing programs in conjunction with the Administrator/DON/Director of Marketing

LPN-RN, LTC/SNF

Healthcare Stat Staffing Agency - Cherry Hill, NJ - 2004 to Present

Perform required nursing functions for contracted long term care and subacute facilities: medication administration, wound care, Medicare charting, assessments, supervisor, communication with physicians

* Perform charting and medication administration with electronic medical records

Director of Nursing, 162 bed LTC/SNF

Healthcare Stat Staffing Agency - Cherry Hill, NJ - October 2012 to March 2014

Responsible for staffing and the delivery of quality nursing care.

* Developed and implemented overall nursing care organization plan consistent with facility policies and objectives.

* Use of management experience to oversee nursing and patient care policies, objectives, and standards for measurement and maintenance of quality nursing care.

* Developed, implemented, and administered nursing services budget, expense control system, as well as oversee master nursing services staffing plan- including recruitment, hiring, and termination.

* Developed restorative program for facility to maximize level of function for residents.

* Oversee building operations in the absence of the administrator.

* Participate in UR, IDCP team meetings, administrative decisions

* Developed and implemented state survey preparation based on prior year results to ensure a successful survey.

Nursing Manager/Subacute Unit

Healthcare Stat Staffing Agency - Kearny, NJ - 2011 to 2012

120 bed LTC/SNF

- * Systematically collects, communicates, and documents data about health status and nursing needs of patients on an ongoing basis
- * Develops and maintains a plan of nursing care based on goals derived from identified needs, revises the patients individualized plan of care as indicated
- * Evaluates and documents patient responses to nursing care, and participates in evaluating and improving the delivery of care on the unit
- * Manage LPNs, RNs, CNAs on unit, creating assignments, implementing policies and procedures
- * Providing assistance to families of patients, attending plan of care meetings

Nursing Supervisor

Healthcare Stat Staffing Agency - 2010 to 2011

120 bed LTC/SNF

- * Responsible for the independent supervision of the delivery of care for alzheimers, subacute, and long term care units
- * Assess resident needs, develop individual care plans, administer nursing care, evaluate nursing care
- * Supervise Licensed Practical Nurses, Care Specialists (CNAs) and other personnel in the delivery of nursing care
- * Administer medications, wound care, enteral feedings, IV medication, insulin injections, and glucometer checks

Licensed Practical Charge Nurse, Admissions Unit

Healthcare Stat Staffing Agency - Winslow, NJ - 2005 to 2008

Assist Registered Nurse with shift duties, admissions

- * Perform medication pass and injections
- * Perform census and dorm check
- * Assist Registered Nurse in admissions and correctional settings

Licensed Practical Charge Nurse

Our Lady's Residence - Pleasantville, NJ - 2003 to 2006

120 bed LTC/SNF

- * Perform medication administration for 30 residents
- * Provide wound care, physical assessments
- * Oversee all aspects of care for 30 residents including care plans, charting, contact with physicians and family

EDUCATION

Diploma in Registered Nursing

Lynchburg General School of Nursing - Lynchburg, VA
2008 to 2010

Associates in General Studies

Atlantic Cape Community College Mays Landing - Mays Landing, NJ
2005 to 2008

Nursing Program

Atlantic County Vo-tech Mays Landing - Mays Landing, NJ
2001 to 2002

ADDITIONAL INFORMATION

Systems Experience

SigmaCare

Point Click Care

Optimus



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Exhibit F:
Reference Letters



To Whom It May Concern,

I have been working with All American Agency for the last 5 years; however they have been with our company for 10 years. My experience with them has been an awesome one, all most every single time I need help with RN's, LPN's, or CNA's, they help me fill my open spots. The staff they send our trained and professional in every way. The girls in the office are easy to deal with and always willing to help, I would highly recommend them if you're looking for staffing needs.

I am the staffing coordinator at a 186 bed facility and always can use an extra set of hands that's why I depend on All American so I know my residents will get the care they are accustomed too.

YOURS TRULY,

Debra Casey 1/22/2018

A handwritten signature in cursive script that reads "Debra Casey".

Judson
Services, Inc.

December 19, 2018

Dear All American Healthcare Service, INC.

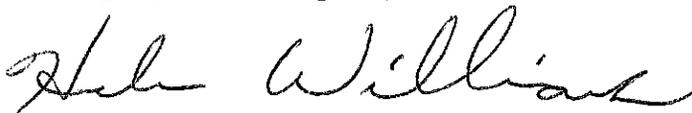
On behalf of our company I sincerely thank you for your loyalty and dedication to our facility. We truly appreciate your services for all that you have been doing.

Since obtaining a relationship with All American you dedicated staffing coordinator has endlessly filled all our shifts beyond expectations. Your team has been motivated and geared to helping our facility carry out its mission.

The staff that you have provided to our facility has always been professional, eager, and ready to work.

Again, we thank you from our residents to our administration and we look forward to continuing our relationship for much more time to come.

Thanks again, and best regards,



Helen Williams



745 Greenville Road
Mercer, PA 16137
724-662-5400
Fax: 724-269-1642

UPMC | SENIOR
COMMUNITIES

3/27/2019

I have been working with All American Healthcare Staffing Agency since I started working at Avalon Springs Place in October, 2017. Their staff is always professional, respectful and reliable. Their staff is also easy to manage. They come to work when scheduled and will pick up extra shifts when needed. They require little orientation and seems to be the top candidates in their fields. I work with Diana Bustamante as our account manager. She is easy to contact and prompt on her responses. I would recommend All American Healthcare Staffing Agency to my colleagues.

Sincerely,

Beth Miller, RN, ADON



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Exhibit G:
Certificate of Insurance



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Exhibit H:
Proof of Business Registration



PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

New Jersey Office of the Attorney General

Division of Consumer Affairs
Office of Consumer Protection
Regulated Business Section
124 Halsey Street, 7th Floor, Newark NJ 07102



GURBIR S. GREWAL
Attorney General

PAUL R. RODRIGUEZ
Acting Director

Mailing Address:
P.O. Box 45028
Newark, NJ 07101
(973) 504-6370

Via email

ALL AMERICAN HEALTHCARE SERVICES INC
494 BROAD STREET SUITE 302
NEWARK, NJ 07102

June 22, 2020

Re: Renewal 2020 - 2021

Dear Sir/Madam:

This letter will serve as a temporary Registration Certificate for ALL AMERICAN HEALTHCARE SERVICES INC, for the renewal of your Temporary Help Service Firm registration, TP0450900. The effective date is July 1, 2020 with an expiration date of June 30, 2021.

At this time the Division has deferred the renewal fee of \$175.00 and will mail an invoice to you upon resumption of in-office operations, as well as the registration certificate.

Please feel free to contact me via email, with any questions you may have.

Regards,
Debra Porzio



494 Broad Street • Suite 302 • Newark, NJ 07102
Tel 609-581-6622 • Fax 866-629-2242 • www.aahcs.org

Exhibit I:
Certificate of Employee Information Report

Certification 35927

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2018** to **15-SEP-2025**

ALL AMERICAN HEALTHCARE SERVICES, INC.
494 BROAD STREET
NEWARK NJ 07102



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



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Exhibit J:
W-9 Form