



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

List View

- General Information
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1239129

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: Wise Medical Staffing Inc

Alias/DBA:

Total Bid: \$21.76

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2300000015

Published Date: 6/16/23

Close Date: 6/26/23

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 7

Total of All Attachments: 7



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: 1239129
Solicitation Description: Food Service Cafeteria Workers
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-06-26 13:30	SR 0613 ESR06232300000006527	1

VENDOR
 VS0000009010
 Wise Medical Staffing Inc

Solicitation Number: CRFQ 0613 VNF2300000015
Total Bid: 21.76000000000000156319401867 **Response Date:** 2023-06-23 **Response Time:** 14:27:36
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	Food Service Cafeteria Workers Hourly Rate - Week Day	0.00000			21.76

Comm Code	Manufacturer	Specification	Model #
85101600			

Commodity Line Comments: See solicitation docs for full bid lines.

Extended Description:

Week Day hourly rate
Insert rate for One (1) hour



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1239129	Reason for Modification: Addendum No. 1
Doc Description: Food Service Cafeteria Workers	
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-09	2023-06-26 13:30	CRFQ 0613 VNF2300000015	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Wise Medical Staffing, Inc

Address : 6 Health Drive

Street :

City : Chillicothe

State : Ohio **Country :** United States **Zip :** 45601

Principal Contact : Morgan Sheppard

Vendor Contact Phone: 877.207.7060 **Extension:** 210

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Eric Greco* **FEIN#** 30-0011726 **DATE** 6/21/2023

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

ADDITIONAL INFORMATION

Addendum No. 1

1. To clarify and add information regarding mandatory working hours for Food Service Workers by adding the following to the Specifications:

Section 2, specifically 2.16: Definition of "Mandate"

Section 4, specifically 4.1.5.4 Addition of mandate to fill 12.5 hours daily

Section 4, specifically 4.1.5.5 Addition of mandate to work over to fill in as needed.

Section 4, specifically 4.1.5.6 renumbered due to insertion of new 4.1.5.4

See full text of amended Specifications attached to Addendum Number 1 as "ATTACHMENT A".

2. To move Vendor Technical Questions Due Date to June 15, 2023, at 11:00 am., est.

3. Bid Opening Date Remains: June 26, 2023, 1:30 pm., est.

No other changes.

INVOICE TO

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

CLARKSBURG WV
US

SHIP TO

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Food Service Cafeteria Workers Hourly Rate - Week Day	0.00000			

Comm Code	Manufacturer	Specification	Model #
85101600			

Extended Description:

Week Day hourly rate

Insert rate for One (1) hour

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-06-15

SOLICITATION NUMBER: CRFQ VNF2300000015
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2300000015 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought.
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

- 1. To clarify and add information regarding mandatory working hours for Food Service Workers by adding the following to the Specifications:**
 - Section 2, specifically 2.16: Definition of “Mandate”
 - Section 4, specifically 4.1.5.4 Addition of mandate to fill 12.5 hours daily.
 - Section 4, specifically 4.1.5.5 Addition of mandate to work over to fill in as needed.
 - Section 4, specifically 4.1.5.6 renumbered due to insertion of new 4.1.5.4
- See full text of amended Specifications attached to Addendum Number 1 as "ATTACHMENT A".**
- 2. To move Vendor Technical Questions Due Date to April 15, 2023, at 11:00 am., est.**
 - 3. Bid opening date and time remains April 12, 2023, at 1:30 pm., est. No other changes.**

Terms and Conditions:

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

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end, multiple award contract for Food Service Cafeteria Workers Staffing Services.

This contract is for as-needed staff, and/or contract-term staff. Successful vendor(s) must provide staff as requested by the Facility to be compatible with hourly, daily, weekly, monthly or annual needs, which shall include weekends and holidays. Assignments also may be for a specified period of times as agreed upon in writing between the Facility and the Vendor.

This will be a progressive award contract with multiple, but no more than five (5) Vendors.

- 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 “Agency Staff” or “Food Service Cafeteria Worker” or “Cafeteria Worker” or “Food Service Worker” or “FSW”** means the person provided by the vendor to work at the WV Veterans Nursing Facility. For the purposes of this contract, these terms all mean the same thing.
- 2.2 “Contract Item”** means the list of items identified in Section 4 below.
- 2.3 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.4 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.5 “Facility or Agency or WVVNF”** means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301
- 2.6 “Staffing Agency or Vendor”** means the prospective Vendor.
- 2.7 “Shift Differential”** means extra pay for certain hours worked. There will be no shift differential in this contract. However, vendors may bid on weekend and/or holiday hourly rates at a different price than weekday rates on the Pricing Page if they wish to do so.

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 2.8** “**Holidays**” means those days the Facility recognizes as holidays. There will be Seven (7) paid holidays as listed in Section 4 below.
- 2.9** “**Other Important Dates**” means those days the Facility recognizes as other important dates. There will be six (6) paid holidays as listed in Section 4 below.
- 2.10** “**Breaks**” means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
- 2.11** “**WV Cares**” means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.12** “**Twelve (12) Panel Drug Screen**” means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.13** “**Meal Pass**” means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.14** “**Work Week**” means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.15** “**Weekend**” means the hours between Saturday at 12:01 a.m. and Sunday at midnight.
- 2.16** “**Mandate**” means an order, directive, requirement or assignment. For purposes of this contract, FSW’s may be mandated to stay and work extra hours. See Section 4 for additional information.
- 3. VENDOR QUALIFICATIONS:** Vendor(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Agency prior to Vendor’s staff being placed in the facility for work.
- 3.1** Vendor(s) shall have at least twelve (12) months experience in operating a Direct Care Staffing organization. Proof of this experience shall be furnished upon request.

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 3.2** Vendor(s) shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
- 3.3** Vendor(s) must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
- 3.4** Vendor(s) must ensure that its employees, agents and/or subcontractors are experienced and fully qualified to engage in the activities and services required herein, and that all applicable licensing and operating requirements imposed or required under Federal or West Virginia law, and all application accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
- 3.5** Vendor(s) must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.
- 4. CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor(s) shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
- 4.1 Mandatory Contract Services Requirements and Deliverables:**
- 4.1.1 This will be a multiple award contract. It may be awarded to up to but not more than five (5) different vendors.
- 4.1.2 Each vendor(s) must be able to provide minimum staffing requirements on the start date of the contract, or not more than 14 days after the start date of the contract.
- 4.1.3 **Vendors unable to provide minimum staffing requirements will be considered in default of the contract.** See Section 10 for additional information.
- 4.1.4 Minimum staffing requirements are not a guarantee of hours.

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 4.1.5 Minimum staffing requirements are:
- 4.1.5.1 Minimum number of Food Service Workers: Five (5)
 - 4.1.5.2 Days needed: 7 days a week, including weekends and holidays.
 - 4.1.5.3 Hours: 6:30 a.m. through 7:00 p.m. Hours may be fulfilled by more than one Food Service Worker each day, but no more than two (2) per day.
 - 4.1.5.4 Daily hours filled by one (1) Food Service Worker will require the FSW stay for the full 12.5 hours.
 - 4.1.5.5 In the event there are not enough FSW’s to fill the daily needs, any or all FSW(s) may be required (mandated) to stay past their regular schedule, at WVVN’s discretion. FSW(s) refusing a mandate may be asked not to return.
 - 4.1.5.6 **This is not a guarantee of hours.**
- 4.1.6 Successful vendor shall provide staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. Assignments also may be for specified period of time as agreed upon in writing.
- 4.1.7 Successful vendor(s) must provide a documented plan to cover all shifts as requested, including weekends, holidays, call-offs and vacations.
- 4.1.8 Successful vendor must provide qualified staff to accommodate the Facility’s needs and must comply with all Facility policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies where applicable.
- 4.1.9 Vendor(s) shall provide the Facility with information on each Agency Staff member, including completed application or resume and at least three (3) job references as proof of experience. WVVNF shall have the right to refuse any staff member.
- 4.1.10 Prior to placement in the Facility, Vendor shall perform, at vendor’s cost, for each Agency Staff member:
- 4.1.10.1 Background check through WV Cares
 - 4.1.10.2 Twelve-panel drug screening
- 4.1.11 The following information must be submitted to the Agency before the Agency Staff reports to work: WV Food Handler’s Card, references, confidentiality agreement, and other documents as requested, such as current

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

physical examination, immunization records, negative twelve-panel drug screening, and WV Cares background check.

- 4.1.12 Successful vendor(s) 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.
- 4.1.13 Successful vendor(s) must incorporate all anticipated pre-employment expenditures, administrative and overhead costs, travel expenses, incentives and any other cost incurred by vendor into their all-inclusive hourly rate for each position and shift.
- 4.1.14 Successful vendor(s) shall ensure the following regarding the staff to be provided:
 - 4.3.8.1 Has completed the required training and education.
 - 4.3.8.2 Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.3.8.3 Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.3.8.4 Complete an orientation packet and any required training within 30 days of hire.
- 4.1.15 All Agency Staff paperwork must be sent to and approved by facility before an employee comes for orientation.
- 4.1.16 All Agency Staff are required to have 30 hours of Alzheimer’s Training, provided by the Facility. Thereafter, Agency Staff must also complete eight (8) hours of Alzheimer’s training as an annual recertification requirement.
- 4.1.17 Hours spent in training shall be paid by the Facility provided the Food Service Worker does not quit during or immediately following orientation.
- 4.1.18 All Staffing Agency employees must have, and keep current, a WV Food Handlers Card. The cost of such will not be paid by the Facility.

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 4.1.19 Successful vendor(s) shall ensure that all staff assigned to the Facility participate in and comply with its ongoing training programs.
- 4.1.20 Successful Vendor(s) shall ensure that in the event of a Pandemic, that contract staff do not work in multiple healthcare facilities during the same period. Any individual not following this rule may be told not to return to the Facility.
- 4.1.21 Staffing Agency Employee conduct. In an effort to curb issues of non-compliance, Staffing Agency must advise their employees upon hire, and repeatedly as deemed necessary, of all policies and procedures of the Facility, including but not limited to the following:
- 4.1.21.1 No Call No Shows: Any individual not showing up to work a scheduled shift and not calling in at least 2 hours in advance may be told not to return to the Facility.
 - 4.1.21.2 Doctor’s Excuse Required: Any individual calling off more than 3 times per aggregate 12-month period will require a written doctor’s excuse for any absence after the third call-off. Any individual failing to comply may be asked not to return to the Facility.
 - 4.1.21.3 Socializing/Dating: Agency Staff must refrain from excessive socializing during working hours. They must be reminded they are here to work. All employees must complete their assigned duties and are not here to socialize. Any employee failing to comply may be asked not to return to the Facility.
 - 4.1.21.4 All Agency Staff must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.
 - 4.1.21.5 Should Agency Staff call off on or be unable to work a scheduled working weekend day or days, they will be scheduled to work an extra weekend day or days on the next schedule.
 - 4.1.21.6 Should Agency Staff call off or be unable to work a scheduled working holiday, they will be scheduled to work on the next available holiday.

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 4.1.22 If an Agency Staff member calls off, that Vendor must fill the shift with another Agency Staff member. If that Vendor is unable to do so, WVVNF may fill the shift from another Vendor(s).
- 4.1.23 All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness and mandating. WVVNF will discipline staff per our policy and procedures. All disciplinary actions will be sent to the Vendor(s).
- 4.1.24 Agency Staff will be given work assignments based on the Facility’s needs. Agency Staff may not change their work assignments unless approved by the Dietary Department’s Supervisor.
- 4.1.25 Vendor(s) must provide a list of active employees to WVVNF on a quarterly basis. The list will include updated names of active employees and phone numbers.
- 4.1.26 Vendor(s) must provide an updated personnel file for each Agency Staff member at least annually.
- 4.1.27 Agency Staff will be required to utilize time clocks at the Facility. Timesheets must be reviewed and approved by the Facility.
 - 4.1.27.1 Timesheets will be sent to the Vendor each week by 10:00am on Wednesday.
 - 4.1.27.2 Timesheet dates will be totaled from Saturday to Friday to coincide with the work week.
 - 4.1.27.3 All missing punches must be turned in to the WVVNF by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
 - 4.1.27.4 Vendor shall use these timesheets for billing purposes and include signed copies with each invoice.
- 4.1.28 All employees must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.1.29 Employees are to call off to the facility and must speak to the Dietary Supervisor and call their staffing agency at least three (3) hours prior to their scheduled shift.
- 4.1.30 Employees are to follow the chain of command set forth at our facility. They need to take issues to the Dietary Department Supervisor.

EXHIBIT "A"
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 4.1.31 Agency staff will work together on the schedules, with the Facility having final approval.
- 4.1.32 WVNF does not honor any restrictions on lifting or hours for contracted staff.
- 4.1.33 Weekend shifts include Saturday and Sunday, not Friday.
- 4.1.34 Holidays paid include Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, Memorial Day, and Independence Day. The holiday time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay. The pay rate for hours worked on a paid Holiday will be the hourly rate provided by the Vendor on the Pricing Sheet provided with the original bid.
- 4.1.35 Other Important Dates outside of listed holidays will include Easter Sunday, Labor Day, Mother Day, Father's Day, Veterans Day, and Black Friday. The Other Important Dates time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before, the day of or the day after an Other Important Date. Vendor employees calling off the day before, day of or the day after an Other Important Date may be required to forfeit their Holiday Pay. The pay rate for hours worked on a paid Other Important Date will be the hourly rate provided by the Vendor on the Pricing Sheet provided with the original bid.
- 4.1.36 Only Agency Staff working on a Holiday or Other Important Date will receive said double-time pay or one-and-a-half times pay. Agency Staff not working on these listed days will not receive any Holiday or Other Important Date pay.
- 4.1.37 Successful vendor(s) must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead costs.
- 4.1.38 The Facility will not allow any Agency Staff to work at the Facility if they have ever been dismissed from a State facility or office for disciplinary or performance reasons.
- 4.1.39 The vendor(s) shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

services provided. Vendor(s) shall submit one invoice per week listing each Agency Staff’s name, dates and hours separately, along with a copy of the Agency staff member’s timesheet as backup documentation. Timesheets must be signed by the Facility’s Dietary Department Supervisor or his/her designee.

- 4.1.40 The Facility agrees to pay overtime for hours worked over forty (40) hours per work week.
- 4.1.41 The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.

4.2 Contract Services: “Agency Staff” or “Food Service Cafeteria Worker” or “Cafeteria Worker” or “Food Service Worker” or “FSW”

- 4.2.1 FSW’s must possess a current and valid WV Food Handler’s Card.
- 4.2.2 FSW’s will perform entry level work in the preparation and/or service of food to WVVNF’s Residents.
- 4.2.3 FSW’s will assist in prepping food and equipment for meals and snack and/or drink passes.
- 4.2.4 FSW’s will wash and clean dishes, pans, equipment, tables, chairs, and floors as directed.
- 4.2.5 FSW’s will assist in delivering and/or retrieving food/dish carts from the VA Medical Center next door as needed.
- 4.2.6 FSW’s will stock shelves and count inventories.
- 4.2.7 FSW’s will dispose of trash as needed, and perform other duties as assigned.
- 4.2.8 FSW’s will ladle food from steam pans onto dishes and serve Veterans in the dining room or in their room as directed by the Dietary Department Supervisor.
- 4.2.9 FSW’s must be able to read and write in English. Each Resident has a meal plan that must be followed.
- 4.2.10 FSW’s must have knowledge of food handling and preparation health rules.

EXHIBIT “A”
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 4.2.11 FSW’s must have knowledge of the equipment used in the preparation and services of food, such as steam tables and pans, dish carts, food carts, temperature controls, dishwashers, can openers, ice machines, beverage dispensers, coffee makers, etc.
- 4.2.12 FSW’s must be able to perform basic arithmetic.
- 4.2.13 FSW’s must be able to follow written and oral instruction.
- 4.2.14 FSW’s must be able to walk, stand, bend, sit, and lift up to 40 pounds.
- 4.2.15 FSW’s will assist Residents with their meals as directed.
- 4.2.16 FSW’s must always remain professional, polite, and respectful to our Veteran’s, as well as to other staff. Any issues must be reported to the Dietary Department’s Supervisor, the Facility’s Assistant Administrator, or Administrator, in that order.
- 4.2.17 FSW’s are required to attend orientation where they will learn about dementia, elderly patients, our facility, and expectations.
- 4.2.18 FSW’s must have one (1) year of experience in the food service industry which must be evidenced on their resume or application along with contact information for verification.

5. CONTRACT AWARD:

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

This will be a progressive award contract with multiple, but no more than five (5) Vendors.

Facility usage will be prioritized by lowest bid. If, for example, Vendor A (lowest bid) cannot meet the needs, the facility shall move to the next lowest bid (Vendor B) and so on.

EXHIBIT "A"
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

- 5.2 Pricing Page:** Vendor should complete the Pricing Page by providing all-inclusive hourly rates for Weekdays, Weekends, Holidays and Other Important Dates.
- 5.2.1 The Facility makes no assertions related to actual quantities of services to be ordered or processed for the length of the contract.
- 5.2.2 Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: David.H.Pauline@wv.gov
- 6. PERFORMANCE:** Vendor(s) 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.
- 7. PAYMENT:** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendor(s) shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation.
- 8. TRAVEL:** It is mandatory that a 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 the Agency's facilities. In the event that access cards and/or keys are required:
- 9.1 Vendor(s) must identify personnel which will be issued access cards and/or keys to perform service.
- 9.2 Vendor(s) will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card lost, stolen or not returned to the Facility.
- 9.3 Vendor(s) shall notify Facility immediately of any lost, stolen, or missing card or key.
- 9.4 Anyone performing under this Contract will be subject to Facility's security protocol and procedures, a copy of which is available upon request.

EXHIBIT "A"
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

9.5 Vendor(s) shall inform all staff of Facility'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.

10.1.5 The following remedies shall be available to the Agency upon default.

10.1.5.1 Immediate cancellation of the Contract.

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

10.1.5.3 Any other remedies available in law or equity.

EXHIBIT "A"
REQUEST FOR QUOTATION
Food Service Cafeteria Workers Staffing Services

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(s) should list its Contract Manager and his or her contact information below.

Name: Morgan Sheppard

Title: Finance Manager

Office Phone: 877.207.7060 ext 301

Cell Phone: 937 481 3254

Fax Number: 740-775-3733

Email Address: msheppard@wisemedicalstaffing.com

11.2 Emergency Contact: During its performance of this Contract, Vendor must designate and maintain an emergency contact responsible for any staffing issues that may arise outside of normal business hours. The Emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency contact information upon request.

Name: Rebecca Waggoner

Title: Staffing Manager

Office Phone: 877.706.7060 ext 301

Cell Phone: _____

Fax Number: 740-775-3733

Email Address: rwaggoner@wisemedicalstaffing.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2300000015

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

877.207.706 ext 301

Wise Medical Staffing, Inc

Company

Eric Graco

Authorized Signature

6/21/2023

Date

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



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1239129			Reason for Modification: Addendum No. 2
Doc Description: Food Service Cafeteria Workers			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-16	2023-06-26 13:30	CRFQ 0613 VNF2300000015	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Wise Medical Staffing, Inc
Address : 6 Health Drive
Street :
City : Chillicothe
State : Ohio **Country :** United States **Zip :** 45601
Principal Contact : Morgan Sheppard
Vendor Contact Phone: 877.207.7060 **Extension:** 210

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Eric Greco* **FEIN#** 30-0011726 **DATE** 6/21/2023

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

ADDITIONAL INFORMATION

Addendum No. 2

To respond to vendor technical questions, see attached

To provide Agency Dress Cod & Policy Guidelines, see attached.

Bid opening remains June 26, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO**SHIP TO**DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAYVETERAN'S NURSING
FACILITY
1 FREEDOMS WAYCLARKSBURG WV
USCLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Food Service Cafeteria Workers Hourly Rate - Week Day	0.00000			

Comm Code	Manufacturer	Specification	Model #
85101600			

Extended Description:

Week Day hourly rate

Insert rate for One (1) hour

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-06-15

SOLICITATION NUMBER: CRFQ VNF2300000015
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2300000015 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought.
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

- 1. To respond to vendor technical questions, see attached.**
- 2. To provide Dress Code Policy**
- 3. Bid opening date and time remains June 26, 2023, at 1:30 pm., est.**

No other changes.

Terms and Conditions:

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

SOLICITATION NUMBER CRFQ 0613 VNF2300000015
ADDENDUM NUMBER 2
ATTACHMENT A

Question 1: Will the WV Cares background check require fingerprinting?

Answer 1: Fingerprinting is required.

Question 2: Insurance: Why is there a need for the Automobile Liability Insurance? Will our staff be required to drive?

Answer 2: Staff will not normally be required to drive. Automobile Liability Insurance is necessary in the event of accidents if the vendor or staff were to have an accident while on an errand, on a break, or in the Facility's parking lot. Smoking is not allowed in the Facility, or the parking lot and staff must walk or drive off property to smoke.

Question 3: Section 2.12: Can the 12 panel drug screen be an oral screening or must it be urine?

Answer 3: The drug screen must be urine.

Question 4: Section 4.1.11: Do the food handlers have to have physical examination and immunization records?

Answer 4: Yes. Hepatitis B and Tuberculosis are required. A physical exam is not required at this time.

Question 5: Section 4.1.14: Will the facility conduct the required training and education? Does this mean the Alzheimer Training provided by the facility?

Answer 5: Yes, the facility will provide training to include Alzheimer/Dementia training. Education requirements must be validated by the vendor to include a High School Diploma or G.E.D.

Question 6: Section 4.1.27: Can timesheets be submitted prior to Wednesday morning to allow time to process payroll and take care of any questions on the timesheets.

Answer 6: The Facility makes every effort to submit timesheets to vendors prior to Wednesday morning but needs time to verify accuracy and obtain signatures. Wednesday morning would be the latest timesheets would be sent.

Question 7: Will there be individual timesheets or group timesheets sent to us?

Answer 7: Each person will have their own individual timesheet.

Question 8: Section 4.1.32: What is the heaviest weight expected to be lifted?

Answer 8: 40 pounds per Section 4.2.14 of the Specifications

CONTINUED ON NEXT PAGE

Question 9: Does the facility have a dress code policy for the above staff?

Answer 9: Yes, they will follow the Facility's dress code, copy attached. They may wear jeans so long as they are clean, in good repair and comply with the other parts of the Facility's dress code. See attached.

Question 10: Do you require a copy of each candidate immunization records? i.e. mmr, ppd.

Answer 10: See Question 4 above

Question 11: Which type of pay is applicable to this solicitation:

- Open Market
- Prevailing Wages
- SCA Labor Rates

Answer 11: None of these apply. Vendor may bid any rate they wish. See Section 5 of the Specifications.

Question 12: Can we bill for background check and 12 panel drug test?

Answer 12: No. See Section 4.1.10 of the Specifications

Question 13: Are the hours billable for the mandatory meetings and in service date for the workers?

Answer 13: Yes. See Section 4.1.17: Hours spent in training shall be paid by the Facility provided the Food Service Worker does not quit during or immediately following orientation.

Question 14: Are the workers required to be full covid 19 vaccinated?

Answer 14: No.

Question 15: Are you requesting resumes at time of bid submission?

Answer 15: No.

END OF ADDENDUM 2, ATTACHMENT A

WV Veterans Nursing Facility

Policy & Guidelines Dress Code Page 1 of 3	FUNCTION Administration
	NUMBER III.M
	ISSUED 9/1/08
	REVISED 08/12/2020

PURPOSE

It is the goal of the West Virginia Veterans Nursing Facility (WVNF) that all employees dress appropriately and professionally. This dress code is to help the employee understand our expectations regarding issues of clothing, grooming, personal hygiene, safety, public image, productivity, and job-relatedness.

POLICY

Purchasing

Three uniforms per year will be provided by the WVNF for nursing and line staff. Uniforms will be ordered once the new hire has worked 90 days, and within 30 days of each employee's annual hire date anniversary. Each employee 10 days to pick up uniform voucher from the Business Office from the date of notification, and each employee has 30 days from receipt of uniform voucher to get uniforms ordered or the uniform voucher becomes null and void. Upon the initial implementation of this policy, each employee will receive 3 uniforms. The employee will then own these uniforms and be responsible for their serviceability.

Administrative Staff

All professional, department head, or administrative staff shall dress in business casual unless the duties for a particular day require more formal or more casual attire. Business casual for women includes capris, slacks, pants, dresses or skirts. Business casual for men includes cotton blend pants, button-top shirts, polo-type shirts, or dress slacks and shirts.

Nursing Staff

The nursing staff uniform policy reflects the heightened need for safety and hygiene. All nursing staff will wear scrub tops and bottoms. Personnel providing direct patient care will wear socks or stockings and shoes with impermeable, enclosed toes. Shoes must be constructed with an impervious, non-absorbent material, clean, and in good repair. Gloves

will be worn when warranted to prevent the spread of infection. Nursing staff may not wear any attire which may interfere with resident care to include holiday attire such as costumes, props, etc.

Line Staff

Line staff other than nursing will be required to wear uniforms. The uniform will be defined by the department head and approved by the administrator or designee. *Any employee who regularly plans to wear blue jeans must receive advance written approval by the department head. Blue jeans will only be allowed if the nature of the work indicates it.*

GUIDELINES

- Identification badges will be worn in clear sight above the waist with name, title and picture visible. The WVVNF will provide these name tags.
- Clothing should be clean and reflect a high standard of personal hygiene.
- Any type of shorts is not considered to be acceptable work attire. The only exception is when an employee is attending or performing a recreational or therapeutic activity with a resident.
- Sweat/athletic pants which contain both an elastic waist and cuffs, spandex leggings or clothing designed primarily for wear during exercising are not acceptable.
- Body piercings other than in ears shall not be visible during work activities.
- Tattoos covering either the entire upper or lower arm or entire lower leg shall be covered.
- Clothing which is of such snug fit or design as to reveal anatomic details of the body is prohibited.
- Clothing that states or alludes to an obscenity, violence, sex, or advertize alcohol, tobacco, or illegal substances are prohibited.
- Clothing shall not cause a disruption in the workplace, and such garments as short shorts; strapless, halter, or tank tops; muscle shirts; and see-through articles are prohibited.
- If jeans are determined appropriate for the job function, they may be worn so long as they are clean, in good repair and comply with the other parts of this policy.
- Any employee engaged in any type of hazardous or specialized duty may be required to wear clothing and footwear appropriate to the hazardous or specialized duty as determined by the department head or administrator. Any clothing considered Personal Protective Equipment will be provided by the WVVNF.
- Employees are expected to use good judgment in determining what attire is appropriate and must consider their levels of customer and public contact and the types of meetings they are scheduled to attend.
- All uniformed personnel shall appear in complete uniform as defined by the department head and this policy. The uniform shall be worn only when on official duty, or when it is reasonable to expect recall to duty.

- All uniforms shall be clean, neat and in good repair.
- Hair should be clean, neatly trimmed, and contained in such a manner that it does not come in contact with the patient or visitors.
- Fingernails will be kept clean, well cared for, and no longer than ¼ inch from fingertip.

CONTINGENCY

The administrator or designee reserves the right to address all situations which are not specifically outlined in this policy in a manner consistent with the stated purpose of the policy. Exceptions may be granted for reasons including, but not limited to, specific job duties, to address safety issues, inclement weather, travel, medical necessity, or religious observance.

ENFORCEMENT

It is the responsibility of each supervisor to monitor each employee's compliance with the provisions of this policy. Any employee whose dress or hygiene is not in compliance with this policy shall be informed of the specific violation, and shall be given the opportunity to return home to correct the problem. Second or subsequent incidents shall result in application of the terms of the progressive discipline policy.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2300000015

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.

Wise Medical Staffing, Inc

Company

Eric Greco

Authorized Signature

6/21/2023

Date

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



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1239129
Doc Description: Food Service Cafeteria Workers
Proc Type: Central Master Agreement

Reason for Modification:

Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-07	2023-06-26 13:30	CRFQ 0613 VNF2300000015	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Wise Medical Staffing, Inc
Address : 6 Health Drive
Street :
City : Chillicothe
State : Ohio **Country :** United States **Zip :** 45135
Principal Contact :
Vendor Contact Phone: 877.207.7060 **Extension:** 210

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Eric Greco*

FEIN# 30-0011726

DATE 6/21/2023

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia WV Veterans Nursing Facility (WVNF), to establish an open-end contract for Food Service Workers at the WVNF 100 Freedoms Way, Clarksburg, WV, per the attached documentation.

INVOICE TO

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

CLARKSBURG WV
US

SHIP TO

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Food Service Cafeteria Workers Hourly Rate - Week Day	0.00000			

Comm Code	Manufacturer	Specification	Model #
85101600			

Extended Description:

Week Day hourly rate
Insert rate for One (1) hour

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-06-12

	Document Phase	Document Description	Page
VNF230000015	Final	Food Service Cafeteria Workers	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1239129		Reason for Modification:	
Doc Description: Food Service Cafeteria Workers		Addendum No. 1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-09	2023-06-26 13:30	CRFQ 0613 VNF2300000015	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Wise Medical Staffing, Inc
Address : 6 Health Drive
Street :
City : Chillicothe
State : Ohio **Country :** United States **Zip :** 45601
Principal Contact : Morgan Sheppard
Vendor Contact Phone: 877.207.7060 **Extension:** 210

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Eric Graco*

FEIN# 30-0011726

DATE 6/21/2023

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

ADDITIONAL INFORMATION

Addendum No. 1

1. To clarify and add information regarding mandatory working hours for Food Service Workers by adding the following to the Specifications:

Section 2, specifically 2.16: Definition of "Mandate"

Section 4, specifically 4.1.5.4 Addition of mandate to fill 12.5 hours daily

Section 4, specifically 4.1.5.5 Addition of mandate to work over to fill in as needed.

Section 4, specifically 4.1.5.6 renumbered due to insertion of new 4.1.5.4

See full text of amended Specifications attached to Addendum Number 1 as "ATTACHMENT A".

2. To move Vendor Technical Questions Due Date to June 15, 2023, at 11:00 am., est.

3. Bid Opening Date Remains: June 26, 2023, 1:30 pm., est.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Food Service Cafeteria Workers Hourly Rate - Week Day	0.00000			

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

85101600

Extended Description:

Week Day hourly rate

Insert rate for One (1) hour

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-06-15

	Document Phase	Document Description	Page
VNF230000015	Final	Food Service Cafeteria Workers	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1239129
Doc Description: Food Service Cafeteria Workers
Reason for Modification: Addendum No. 2
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-16	2023-06-26 13:30	CRFQ 0613 VNF2300000015	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Wise Medical Staffing, Inc
Address : 6 Health Drive
Street :
City : Chillicothe
State : Ohio **Country :** United States **Zip :** 45601
Principal Contact :
Vendor Contact Phone: 877.207.7060 **Extension:** 210

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Eric Greco* **FEIN#** 30-0011726 **DATE** 6/21/2023

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

ADDITIONAL INFORMATION

Addendum No. 2

To respond to vendor technical questions, see attached

To provide Agency Dress Cod & Policy Guidelines, see attached.

Bid opening remains June 26, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO**SHIP TO**DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAYVETERAN'S NURSING
FACILITY
1 FREEDOMS WAYCLARKSBURG WV
USCLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Food Service Cafeteria Workers Hourly Rate - Week Day	0.00000			

Comm Code	Manufacturer	Specification	Model #
85101600			

Extended Description:

Week Day hourly rate

Insert rate for One (1) hour

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-06-15

	Document Phase	Document Description	Page
VNF230000015	Final	Food Service Cafeteria Workers	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Exhibit-A

Food Service Cafeteria Workers Staffing Services

Item No.	Description Of Services	Hourly Rate	Estimated hours per year (based on 5 workers every day)	Total Item Cost
Base Year One				
1	Weekday Hourly Rate	\$ 21.76	14950	\$ 325,312.00
2	Weekend Hourly Rate	\$ 23.04	5980	\$ 137,779.00
3	Holiday Hourly Rate	\$ 38.25	403	\$ 15,415.00
4	Other Important Dates Hourly Rate	\$ 26.88	345	\$ 9,274.00
Renewal Year One				
5	Weekday Hourly Rate	\$ 23.04	14950	\$ 344,448.00
6	Weekend Hourly Rate	\$ 24.32	5980	\$ 145,434.00
7	Holiday Hourly Rate	\$ 40.50	403	\$ 16,322.00
8	Other Important Dates Hourly Rate	\$ 28.16	345	\$ 9,715.00
Renewal Year Two				
9	Weekday Hourly Rate	\$ 24.32	14950	\$ 363,584.00
10	Weekend Hourly Rate	\$ 25.60	5980	\$ 153,088.00
11	Holiday Hourly Rate	\$ 42.75	403	\$ 17,228.00
12	Other Important Dates Hourly Rate	\$ 29.44	345	\$ 10,157.00
Renewal Year Three				
13	Weekday Hourly Rate	\$ 25.60	14950	\$ 382,720.00
14	Weekend Hourly Rate	\$ 26.88	5980	\$ 160,742.00
15	Holiday Hourly Rate	\$ 45.00	403	\$ 18,135.00
16	Other Important Dates Hourly Rate	\$ 30.72	345	\$ 10,598.00
Grand Total:				\$

Vendor Information	
Printed Name: <i>Eric Greco</i>	Title: <i>CEO</i>
Signature: <i>E. Greco</i>	
Company: <i>Wise Medical Staffing, Inc.</i>	
Address: <i>6 Health Drive, Chillicothe, OH 45601</i>	
Phone: Office:	Cell: <i>877 207 7060 x 310 or 210</i>
Email: <i>egreco@wisemedicalstaffing.com</i>	Fax: <i>740 775 3733</i>



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1239129			Reason for Modification:
Doc Description: Food Service Cafeteria Workers			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-06-07	2023-06-26 13:30	CRFQ 0613 VNF2300000015	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Eric Greco* **FEIN#** **DATE**

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

ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia WV Veterans Nursing Facility (WVNF), to establish an open-end contract for Food Service Workers at the WVNF 100 Freedoms Way, Clarksburg, WV, per the attached documentation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Food Service Cafeteria Workers Hourly Rate - Week Day	0.00000			

Comm Code	Manufacturer	Specification	Model #
85101600			

Extended Description:
 Week Day hourly rate
 Insert rate for One (1) hour

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Due By 11:00 am., est.	2023-06-12

	Document Phase	Document Description	Page
VNF230000015	Draft	Food Service Cafeteria Workers	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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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: 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: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor WV OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the 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 _____ 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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

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

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.

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 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 that insurance requirement is listed in this section.

Vendor must maintain:

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

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ 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.

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(Email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)
Eric Greco

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

Exhibit-A

Food Service Cafeteria Workers Staffing Services

Item No.	Description Of Services	Hourly Rate	Estimated hours per year (based on 5 workers every day)	Total Item Cost
Base Year One				
1	Weekday Hourly Rate	\$ -	14950	\$ -
2	Weekend Hourly Rate	\$ -	5980	\$ -
3	Holiday Hourly Rate	\$ -	403	\$ -
4	Other Important Dates Hourly Rate	\$ -	345	\$ -
Renewal Year One				
5	Weekday Hourly Rate	\$ -	14950	\$ -
6	Weekend Hourly Rate	\$ -	5980	\$ -
7	Holiday Hourly Rate	\$ -	403	\$ -
8	Other Important Dates Hourly Rate	\$ -	345	\$ -
Renewal Year Two				
9	Weekday Hourly Rate	\$ -	14950	\$ -
10	Weekend Hourly Rate	\$ -	5980	\$ -
11	Holiday Hourly Rate	\$ -	403	\$ -
12	Other Important Dates Hourly Rate	\$ -	345	\$ -
Renewal Year Three				
13	Weekday Hourly Rate	\$ -	14950	\$ -
14	Weekend Hourly Rate	\$ -	5980	\$ -
15	Holiday Hourly Rate	\$ -	403	\$ -
16	Other Important Dates Hourly Rate	\$ -	345	\$ -
Grand Total:				\$ -

Vendor Information

Printed Name

Title:

Signature:

Company:

Address:

Phone:

Office:

Cell:

Email:

Fax: