



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

Header 1

[List View](#)**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1329614


Procurement Type: Central Master Agreement

Vendor ID: VS0000043258 


Legal Name: HealthPath LLC

Alias/DBA: HealthPath

Total Bid: \$0.00

Response Date: 12/26/2023 

Response Time: 21:37

Responded By User ID: HealthPath2023 

First Name: Melinda

Last Name: Stoecklin

Email: HealthPath23@gmail.com

Phone: 3049891986

SO Doc Code: CRFQ

SO Dept: 0907

SO Doc ID: RNB2400000008

Published Date: 12/18/23

Close Date: 12/27/23

Close Time: 13:30

Status: Closed

Solicitation Description: WV RESTORE -FACILITATED SUPPORT GROUP MANAGEMENT

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Facilitated Support Group Management - Total Overall Cost	0.00000	EA	45.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85121700			

Commodity Line Comments: Unit Price is per participant.
Total Overall Cost from Exhibit A Addendum 3 is \$162,000.

Extended Description:

For further details see attached documentation and all addendums.
Provide Total Overall Cost

HealthPath LLC Response to REQUEST FOR QUOTATION

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

VENDOR NAME: HealthPath LLC

BUYER: Larry D. McDonnell

SOLICITATION NO.: CRFQ 0907 RNB2400000008

BID OPENING DATE: December 27, 2023

BID OPENING TIME: 1:30 PM EST

FAX NUMBER: 304-558-3970

Summary

CRFQ 0907 RNB2400000008

Bid Submitted by:

HealthPath LLC

West Virginia Resident Vendor

Small Women-owned business

West Virginia Board of Nursing Approved Continuing Education Provider:

CE Broker Tracking Number # 50-39904

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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) Melinda Stoecklin Chief Training Officer

(Address) 110 Association Drive Charleston, WV 25311

(Phone Number) / (Fax Number) (304) 397-0854

(email address) healthpath23@gmail.com

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.

HealthPath LLC

(Company) _____

(Signature of Authorized Representative) _____

Melinda Stoecklin Chief Training Officer

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

(304) 397-0854

(Phone Number) (Fax Number) _____

healthpath23@gmail.com

(Email Address) _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ RNB24*08

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 checked="" 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 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.

HealthPath LLC

Company



Authorized Signature

12/23/2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

EXHIBIT A - PRICING PAGE

NURSE HEALTH PROGRAM – WV RESTORE						
Facilitated Support Group Management - CRFQ RNB24*08						
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Price Per Participant	Monthly Rate	Extended Cost (estimated yearly cost)
4.1	Facilitated Support Group Management - Intital Year	EA	75	\$45.00	\$3,375.00	\$40,500.00
4.1	Facilitated Support Group Management - Optional Renewal Year 1	EA	75	\$45.00	\$3,375.00	\$40,500.00
4.1	Facilitated Support Group Management - Optional Renewal Year 2	EA	75	\$45.00	\$3,375.00	\$40,500.00
4.1	Facilitated Support Group Management - Optional Renewal Year 3	EA	75	\$45.00	\$3,375.00	\$40,500.00
TOTAL OVERALL COST →						\$162,000.00

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



Vendor Signature



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

State of West Virginia
 Centralized Request for Quote
 Medical

Proc Folder: 1329614		Reason for Modification:	
Doc Description: WV RESTORE -FACILITATED SUPPORT GROUP MANAGEMENT		To post addendum 3	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-15	2023-12-27 13:30	CRFQ 0907 RNB2400000008	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000043258

Vendor Name : HealthPath LLC

Address : HealthPath LLC

Street : 110 Association Drive

City : Charleston

State : West Virginia **Country :** USA **Zip :** 25311

Principal Contact : Melinda Stoecklin

Vendor Contact Phone: (304) 397-0854 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Larry D McDonnell
 304-558-2063
 larry.d.mcdonnell@wv.gov

Vendor Signature X  **FEIN#** 923569439 **DATE** 12/23/2023

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

ADDITIONAL INFORMATION

- Addendum No. 3
1. To attach answers to vendor questions.
 2. To revise commodity lines.
 3. To attach Exhibit A - Pricing Page
 4. To revise section 5.2 - Pricing Pages and section 7 - Payment.
 5. To briefly allow additional vendor questions.

Additional vendor questions due by 12/20/2023 by 2:00PM EST.

Bid opening date still remains 12/27/2023 at 1:30PM EST

No other changes

INVOICE TO	SHIP TO
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WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Facilitated Support Group Management - Total Overall Cost	0.00000	EA	\$45	\$162,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:
 For further details see attached documentation and all addendums.

Provide Total Overall Cost

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Use Commodity Line 1	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:

Put total overall cost calculated on Exhibit A - Pricing Page on Commodity Line 1

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Use Commodity Line 1	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:

Put total overall cost calculated on Exhibit A - Pricing Page on Commodity Line 1

INVOICE TO	SHIP TO
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WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US
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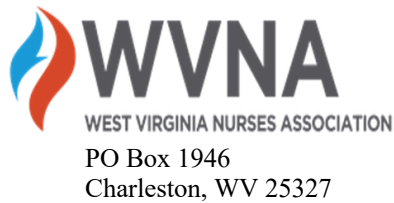
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Use Commodity Line 1	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:
 Put total overall cost calculated on Exhibit A - Pricing Page on Commodity Line 1

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions Due By 2:00PM EST	2023-12-07
2	Vendor Questions Due By 2:00PM EST	2023-12-20



Department of Administration
Purchasing Division
Charleston, WV
Submission CRFQ 0907 RNB2400000007
CRFQ 0907 RNB2400000008 (peer support)

RE: Letter of Support for HealthPath for the Support Group Management segment for the Nurse Health program

December 12, 2023

Dear Purchasing Division,

I am writing to express the [West Virginia Nurses Association's](#) strong support for HealthPath in response to the WV Restore, Nurse Health Support Group management segment of the Nurse Health program solicitation.

Established in 1933, the West Virginia Nurses Association is a constituent member of the [American Nurses Association](#) and is the only full-service professional association that represents the state's entire nursing population. The WVNA works closely with nursing organizations in West Virginia and many are [Organizational Affiliates of the WVNA](#). The mission of the WVNA is "Leading quality healthcare in West Virginia", and the Vision is, "Empowering all nurses in West Virginia to leverage the transformation of healthcare by advocacy, quality and collaboration".

As the CEO/Executive Director of the West Virginia Nurses Association, I have had numerous conversations with nurses, nurse attorneys, employers as well as experts in SUD treatment, regarding the help that nurses need, and the stigma and barriers that our West Virginia nurses and healthcare workers still experience. We need a program that is invested in West Virginia nurses, that will commit to holding in-person meetings and that will *exceed* expectations. I have had additional discussions with board members and peer-support, nurse-coaches that have submitted complaints on the current program, and they never received a response. West Virginia nurses and healthcare workers deserve more (especially with the moral injury they are

experiencing due to COVID, workplace employee shortages, and the nursing shortage in general).

The WVNA would like to see the Nurse Health Peer Support program come back to a West Virginia organization that is committed to West Virginia nurses. HealthPath is already invested in West Virginia nurses - they held their first Wellness Retreat for nurses in October 2023, (it was sold out, it had a waiting list for registration and the speakers were leaders in SUD, self-care, and they are inspiring trailblazers for nurses). It was a fantastic retreat!

The WVNA will assist HealthPath however needed.

- We commit to promote articles and stories in the West Virginia Nurse quarterly publication
- We commit to promote articles and stories in our monthly E-News
- We commit to provide opportunities to HealthPath to conduct surveys, outreach, and educational activities for West Virginia nurses
- We commit to continue to work with stakeholders on solutions for nurses and healthcare professionals with SUD /AUD /OUD and with other mental health conditions

We look forward to continuing our relationship with this team of professionals from HealthPath and to truly help support West Virginia nurses and healthcare workers in West Virginia.

My contact information is 866 WVNURSE or 866 989-8773 and my email is Julie@wvnurses.org or Juliehuron@me.com.

Kind regards,



Julie A. Huron
CEO / Executive Director
West Virginia Nurses Association (WVNA)
WVNurses.org
Julie@wvnurses.org or Juliehuron@me.com



City National Bank
308 Goff Mountain Rd
Cross Lanes, WV 25313
December 12, 2023

To Whom It May Concern:

RE: Healthpath LLC

Healthpath LLC and its members are good customers of City National Bank and in good standing. In the past, I have work with Ms. Bostic a member of Healthpath LLC. on other business banking matters. She has always been an outstanding customer.

A handwritten signature in cursive script that reads "Charles E. Nuckles Jr." The signature is written in black ink and is positioned above a horizontal line.

Charles E. Nuckles Jr.
AVP Branch Manager
304-776-7904

charles.nuckles@bankatcity.com

HealthPath LLC Response to REQUEST FOR QUOTATION

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

Submission Deadline

12/27/2023

Department of Administration

Purchasing Division, Chas. WV

Submission CRFQ 0907 RNB2400000008

1. RFQ Submission Purpose
2. About HealthPath LLC
 - a. Mission Statement
 - b. Vision Statement
3. HealthPath Management of Support Group Facilitators in WV
 - a. Current Projects and Impact
 - b. Future Plans and Impact
4. Clinical Team
5. Senior Management Team
6. Contact Information

RFQ Submission

HealthPath LLC: WV Restore -Nurse Support Group Management

Solicitation CRFQ 0907 RNB2400000008

It is our pleasure to submit this response to the WV Restore -Nurse Support Group Management Solicitation CRFQ 0907 RNB2400000008. We are confident that we can provide nurses, students, and other health professionals in West Virginia with a program that will meet or exceed the expectations of all vested entities including the Board of Nursing, employers, regulatory agencies, and the health professional who is impacted by SUD/AUD/ODD or other mental health conditions.

HealthPath Facilitated Nurse Support Groups Management

We have a team of Facilitators who have extensive knowledge and experience in providing facilitated groups for Nurses in alternative to discipline programs. In addition, we have the infrastructure to expand our program as program needs arise.

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

Through our steadfast commitment and collaborative efforts with key stakeholders, including treatment centers, regulatory and licensing agencies, employers, clinical staff, and the nursing community in West Virginia, HealthPath will provide the services needed to assist nurses on a path toward healing and sustained recovery.

In addition to our partnership with facilitators who have demonstrated extensive experience in facilitating nurse support groups, we have also partnered with a team of physicians, nurses, and therapists who have many years of demonstrated experience in treating and providing support to nurses with AUD/SUD/ODD and other mental health conditions that may threaten their ability to practice safely in the workplace.

Mission Statement

To protect patient safety by providing nurses, students, and other health professionals with the tools and resources they need to maintain long-term recovery.

Vision Statement

To improve health and safety in West Virginia by supporting the well-being of nurses and other health professionals who provide care to the citizens of West Virginia.

Impact & Future Direction

1. Increased partnerships with Treatment Providers who specialize in Professional Recovery programs.

HealthPath is currently working with treatment providers including 7 Summit Pathways LLC, to assure the availability of appropriate treatment for Nurses and other health professionals. We are working with programs that specialize in treatment for health professionals to ensure all nurses have access to affordable and appropriate treatment in West Virginia. 7 Summit Pathways is expanding their current Professional Track IOP into the Charleston area and it will be available to participants statewide in January 2024.

2. Increased collaboration through expanded partnerships with clinicians, therapists, nurse health coaches, professional organizations, and the Nursing Community at

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

large.

HealthPath is currently working with Clinicians, therapists, and nurse health coaches throughout West Virginia to ensure access to affordable services and to ensure ongoing support with after-care services. HealthPath is also planning nurse wellness events throughout the State to encourage and support wellbeing.

4. Implementation of a Special Needs fund

HealthPath is partnering with organizations throughout the state, creating programs that focus on physical and mental well-being, gaining sponsorship, and developing a special needs fund for nurses. HealthPath Outreach Inc. is a 501C3 established solely for this purpose.

7. Increased Support through the Development of a Peer Mentorship program

HealthPath aims to improve accountability and long-term recovery outcomes by developing a peer mentor program. A peer mentor program will improve accountability by providing guidance, support, and a sense of community, encouraging individuals to take responsibility for their actions, and fostering an environment of professional growth.

8. Increased Support through the Development of an Alumni program.

HealthPath aims to improve accountability and long-term recovery outcomes through the development of an alumni program. An alumni program will improve accountability by providing guidance, support, and a sense of community, encouraging individuals to take responsibility for their actions and fostering an environment of professional growth and comradery.

9. Quality Improvement

HealthPath will ensure the best outcomes through a quality improvement program that will focus on continuously monitoring, analyzing, and making improvements to the program based on data that will be collected and feedback obtained.

HealthPath Professional Team

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

(The WV Restore program will be staffed per the requirements of CRFQ 0907 RNB2400000008, the West Virginia Board of Nursing, and all applicable WV laws and codes.

Clinical Team

Dr. Lawrence Wilson, MD, MRO, ABAM, FASAM

Served as Medical Director and CEO of Seven Summit Pathways Treatment and Recovery Center providing Detox, residential care, PHP, and Intensive outpatient treatment for health professionals.

Certified Medical Review Officer (2012-present)

Fellow, American Society of Addiction Medicine

Adjunct Clinical Assistant Professor University of Florida College of Medicine, Dept. of Psychiatry/Division of Addiction Medicine

Joann Megon, RN, BSN Program Director

Served as Executive director and president of the Board of Directors of the Pennsylvania Nurse Assistance Program (PNAP) and Pharmacy Monitoring & Peer Assistance Program from 2018-2023. Provided case management services including monitoring, and peer assistance for both organizations from 2009-2018. Her role as Executive Director included oversight for the development and implementation of policies and procedures, supervising program staff, and developing and maintaining relationships with treatment providers, employers, educational facilities, the Board of Pharmacy, and Board of Nursing in PA. (see attached CV)

Kathie E. Simpson, R.N. Consultant

Served as Executive Director and president of the Board of Directors of the Pennsylvania Nurse Assistance Program (PNAP) and Pharmacy Monitoring & Peer Assistance Program from 2003-2018. Serves as Advisor to the Nurse Health Program under the Pennsylvania Medical Society Physician Health Program. (see attached CV)

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

Melinda Stoecklin, MSN, RN, CNE, RCP (CV attached), Chief Training Officer/Clinical Case Mgr.

Experienced in coordinating all aspects of patient care including assessment, creating a plan of care, identifying, and implementing appropriate interventions, and coordinating care with other health professionals. She has 19 years of experience in Nursing Education, Academic Advising, development of continuing education, and curriculum development. Ms. Stoecklin recently completed a Case Manager Remote Course for nurses and was approved to test for National Certification through CMCC. (see attached CV)

Beth Shallenberger, MA, LPC, CAADC Counselor Licensed in Pennsylvania PC00092: BS psychology from Clarion University of Pennsylvania, MA Counselor Education from Indiana University of Pennsylvania. Ms. Schallenberger is a skilled clinician with over 29 years of experience. Her experience has been exclusively for individuals diagnosed with substance use and mental health disorders. She has worked in all levels of care including inpatient, partial outpatient, intensive outpatient, general outpatient, home-based treatment modalities, and treatment for individuals in the prison system. Beth has provided supervision for multiple licensed professional counselor candidates since 2002. She is experienced in supervising other clinicians and case managers.

Ms. Schallenberger facilitated multiple weekly healthcare professional therapy groups for 9.5 years at a treatment center in western Pennsylvania. She has also been providing direct case management, monitoring, and advocacy for nursing professionals enrolled in the Pennsylvania nurse peer assistant program for five years. Beth Shallenberger provides compassionate care mixed with reality therapy and motivational interviewing to break down defenses.

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

PURPOSE AND SCOPE:

This bid is a response to the West Virginia Purchasing Division solicitation for bids on behalf of the West Virginia Board of Registered Nurses (Agency) to establish an open-end contract for the **Support Group Management** segment of the nursing health program referred to hereafter as **“West Virginia Restore” (WVR)**.

West Virginia Restore’s (WVR) goal to encourage voluntary treatment and participation in monitoring for alcohol use disorder, chemical dependency, or major mental health conditions, aligns with the HealthPath LLC vision of encouraging and supporting a healthy nursing workforce.

Per the CRFQ, The WVR program provides ongoing support to approximately seventy-five (75) participants per year. HealthPath is well equipped with the resources, staff, and a team of experienced nurse support facilitators to provide excellent Support Group Management to this number of participants. Additionally, we have the infrastructure to increase services as the program needs increase.

The WVR program and Board of Nursing seek to provide support consisting of a formal written agreement outlining the requirements for the participation of a licensee or applicant in WVR. The primary mandatory condition of the agreement to which this CRFQ applies is support group participation. It is understood that public speaking, face-to-face education, and outreach under this CRFQ shall be approved by the Agency Executive Director, but should be limited, as the main purpose of this segment of WVR is the monitoring of its participants in the support groups.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means services for the referral, treatment, and monitoring segment of the nursing health program known as West Virginia Restore (WVR) as more fully described in these specifications.

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

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

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

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

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

2.6 “Vendor” means an entity contracted to provide the services outline in the contract.

2.7 “WV Restore” means the nurse health program established by the Agency under WV Code 30-7-11a for the referral, treatment and monitoring segment of the nursing health program. The WV Restore program, including the name “WV Restore” and all program policies, forms, documents, including those electronically drafted and maintained are owned by the West Virginia Board of Registered Nurses.

2.8 “Holidays” means the West Virginia observed holidays and/or other days that the state is closed for business as communicated by the Agency to the selected vendor.

3. QUALIFICATIONS:

Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications and must meet the following requirements:

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

3.1 A minimum of 5 years’ experience operating a professional healthcare support groups management program for alternative to discipline programs for state boards. The experience must include separate and distinct support groups for alumni, substance use disorder and mental health groups. The vendor must provide documentation verifying compliance with this section of the contract upon request and prior to the award of the contract.

RESPONSE: Beth Shallenberger, LPC will serve as the program director for the HealthPath Nurse Support Group management segment of the Nurse Health Program. Ms. Shallenberger has 28 years of experience as a licensed professional counselor. Her role with the Pennsylvania Nurse Peer Assistance Program included management of the facilitated nurse support

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

groups (2019-2023). She also managed the facilitation of SUD and mental health groups while working as the facilitator of the health professionals' program at Gateway Rehabilitation Center (2009-2019). She is well qualified and has ample experience in overseeing the management of facilitated support groups for West Virginia.

3.2 Provide a network of facilitators. A facilitator must be licensed in the State of West Virginia with an active unencumbered license as a Social Worker, Professional Counselor, Registered Professional Nurse, Advanced Practice Nurse, and other health professionals mutually agreed on by Vendor and Agency. Each facilitator must have 5 years' experience as a facilitator of peer support group in substance use disorder.

RESPONSE: HealthPath has assembled a team of Licensed Health Professionals with 5 or more years of experience facilitating peer support groups for nurses in alternative to discipline programs. HealthPath has the infrastructure to increase services as the program expands. Additionally, HealthPath is willing to offer current facilitators the opportunity to maintain their positions if there are no barriers to prevent this. Nurse support facilitator biographical summaries and documentation of experience are provided as an attachment.

3.3 Provide structure, coordination, training, and oversight, in accordance with program policies, of a network of trained support group facilitators which facilitate weekly monitoring and support groups which participants are required to attend in their RMA.

RESPONSE: In the administration of Support Group Management for WVR, HealthPath LLC has the resources and staff to provide structure, coordination, training, and oversight, following program policies, of a network of trained support group facilitators which will facilitate weekly monitoring and support groups that participants are required to attend under their RMA. We have a team of experienced facilitators, and our educators can provide the structure, coordination, training, and oversight to ensure the facilitators are up to date on current best practices in facilitating the weekly monitoring and support groups required by the participant RMA.

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

3.4 Provide an established job registry that is a place where participants, facilitators and other professionals can post job openings in the communities that the participants will have direct access to.

RESPONSE: In the administration of Support Group Management for WVR, HealthPath LLC agrees to provide and maintain an established job registry that is a place where participants, facilitators, and other professionals can post job openings in the communities that the participants will have direct access to.

**** Exceeds:** The HealthPath team also has a well-established relationship with WorkForce West Virginia, the state's primary resource center for employers to find qualified workers and for job seekers to find appropriate employment.

3.5 Provide established wellness tools and continuing education for participants.

RESPONSE: Through the administration of Support Group Management for WVR, HealthPath LLC will provide established wellness tools and continuing education for participants.

****We will exceed** this requirement by developing new tools for Agency approval and use. These wellness tools will foster resiliency, recovery, a growth mindset, and engagement in the nursing community.

**NURSE HEALTH PROGRAM – WV RESTORE Facilitated Support Group Management
CRFQ RNB24*08**

3.6 Quality Improvement Program which includes an internal program for quality assurance as well as outcomes research and reports improvement activities to the Agency.

RESPONSE: Through the administration of Support Group Management for WVR, HealthPath LLC will provide an evidence-based Quality Improvement Program, including an internal program for quality assurance, as well as outcomes research, and HealthPath LLC will report improvement activities to the Agency.

****We will exceed** this requirement by developing new tools for Agency approval. Our educators will conduct outcomes research to evaluate the program's impact in West Virginia.

3.7 Provide and require check-ins via engagement portal with check-in question sets sent virtually to participants to assure identity.

RESPONSE: HealthPath LLC agrees to provide and require check-ins via an engagement portal with check-in question sets sent virtually to participants to verify identity.

**** We will exceed** this requirement, with Agency approval, by providing visual confirmation of identity during periodic check-ins through a secure video conferencing platform.

3.8 Provide a white-labeled, secure, closed online learning content and social management system (platform) tailored to meet the program's needs.

RESPONSE: HealthPath LLC agrees to provide a white-labeled, secure, closed online learning content and social management system (platform) tailored to meet the program's needs.

****** The HealthPath Team includes two experienced nurse educators with curriculum development experience who will assess current content, and curate and develop new, evidence-based content to be approved by the Agency to meet the program's needs. Through an Agency agency-approved platform we will develop continuing education and have social engagement capabilities to meet program needs.

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3.9 The Vendor will survey on a quarterly basis the participants to measure satisfaction/dissatisfaction with the program offerings and make appropriate changes if indicated in agreement with the Agency.

RESPONSE: HealthPath LLC agrees to survey the participants quarterly to measure satisfaction/dissatisfaction with the program offerings and make appropriate changes if indicated in agreement with the Agency.

******We will use a secure online survey tool to develop and distribute surveys to measure satisfaction/dissatisfaction with the program offerings.

3.10 Upon award of this contract, submit a Program Implementation Plan with timeline for Agency approval within 15 days. Conduct a review and analysis of current program and discuss options and parameters which may need altered. Tailor all necessary documents, policies and procedures, program requirements, training, notification, communications, etc. to reflect West Virginia Restore. Provide a bi- weekly report of the implementation plan and progress for the first six (6) months of the contract.

RESPONSE: Upon award of this contract HealthPath agrees to:

- Submit a Program Implementation Plan with a timeline for Agency approval within 15 days.
- Conduct a review and analysis of the current program and discuss options and parameters that may need to be altered.
- Tailor all necessary documents, policies, procedures, program requirements, training, notifications, communications, etc. to reflect West Virginia Restore.
- Provide a bi-weekly report of the implementation plan and progress for the first six (6) months of the contract.

3.11 Vendors must be an approved provider of nursing continuing education in West Virginia or reciprocal state. Evidence shall be provided prior to the award of the contract.

RESPONSE: HealthPath is an approved provider of nursing continuing education in West Virginia with **CE Broker Tracking Number # 50-39904**. We have two experienced nurse educators one of which is an National League for Nursing Certified Nursing Educator (CNE).

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4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

RESPONSE: This response will demonstrate that HealthPath LLC meets or exceeds the mandatory requirements listed below.

4.1.1 Management of Services

4.1.1.1 Adequate support services must be provided to meet the program needs. Support staff should have good communication and technical skills. The hours of operation shall be Monday through Friday from 9:00 AM. To 5:00 PM. EST unless other hours are needed to meet the participant’s support groups. excluding State holidays.

RESPONSE: HealthPath will provide excellent support services to meet the program's needs. Our support staff has excellent communication and technical skills as demonstrated by the level of education and expertise outlined in the attached CV. (Tristyn Bess)

HealthPath office hours of operation are Monday through Friday from 9:00 AM. To 5:00 PM. EST unless other hours are needed to meet the participant's support groups excluding State holidays. Our office is located at 110 Association Drive in Charleston, WV. Support staff shall be available to meet program needs as required.

4.1.1.2 WVR facilitators employed by the previous vendor shall be considered to remain as facilitators.

RESPONSE: As allowed by the previous contract and vendor, HealthPath will provide an opportunity to retain the WVR facilitators employed by the previous vendor. If facilitators are bound by non-compete agreements, the facilitator will be required to obtain a legal, written release from the non-compete clause to transition to HealthPath.

4.1.1.3 Provide for each facilitator performance evaluations and performance outcomes analysis at intervals mutually agreed upon by Vendor and Agency. Also, reporting of continuing education and training as well as their professional development plans.

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RESPONSE: In the administration of Support Group Management for WVR, HealthPath will provide for each facilitator performance evaluations and performance outcomes analysis at intervals mutually agreed upon by HealthPath LLC and the Agency. HealthPath will also report continuing education and training as well as facilitator professional development plans.

4.1.1.4 Provide structure, coordination, training, and oversight, in accordance with program policies, of a network of trained support group facilitators which facilitate weekly monitoring and support groups which participants are required to attend in their RMA.

RESPONSE: In the administration of Support Group Management for WVR, HealthPath LLC has the resources and staff to provide structure, coordination, training, and oversight, per program policies, of a network of trained support group facilitators which will facilitate weekly monitoring and support groups that participants are required to attend under their RMA. We have a team of experienced facilitators, and our educators can provide the structure, coordination, training, and oversight to ensure the facilitators are up to date on current best practices in facilitating the weekly monitoring and support groups required by the participant RMA.

4.1.1.5 Provide an established job registry that is a place where participants, facilitators and other professionals can post job openings in the communities that the participants will have direct access to.

RESPONSE: In the administration of Support Group Management for WVR, HealthPath LLC agrees to provide and maintain an established job registry that is a place where participants, facilitators, and other professionals can post job openings in the communities that the participants will have direct access to.

****** The HealthPath team also has a well-established relationship with WorkForce West Virginia, the state's primary resource center for employers to find qualified workers and for job seekers to find appropriate employment.

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4.1.1.6 Provide established wellness tools and continuing education for participants.

RESPONSE: Through the administration of Support Group Management for WVR, HealthPath LLC will provide established wellness tools and continuing education for participants.

**We will exceed this requirement by developing new tools for Agency approval and use. These wellness tools will foster resiliency, recovery, growth mindset, and engagement in the nursing community.

4.1.1.7 Quality Improvement Program which includes an internal program for quality assurance as well as outcomes research and reports improvement activities to the Agency.

RESPONSE: Through the administration of Support Group Management for WVR, HealthPath LLC will provide an evidence-based Quality Improvement Program, including an internal program for quality assurance, as well as outcomes research, and HealthPath LLC will report improvement activities to the Agency.

**We will exceed this requirement by developing new tools for Agency approval. Our educators will conduct outcomes research to evaluate the program's impact in West Virginia.

4.1.1.8 Provide and require check-ins via engagement portal with check-in question sets sent virtually to participants to assure identity.

RESPONSE: HealthPath LLC agrees to provide and require check-ins via an engagement portal with check-in question sets sent virtually to participants to verify identity.

** We will exceed this requirement, with Agency approval, by providing visual confirmation of identity during periodic check-ins through a secure video conferencing platform.

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4.1.1.9 Provide a white-labeled, secure, closed online learning content and social management system (platform) tailored to meet the program’s needs.

Response: HealthPath LLC agrees to provide a white-labeled, secure, closed online learning content and social management system (platform) tailored to meet the program’s needs.

****** The HealthPath Team includes two experienced nurse educators with curriculum development experience who will assess current content, and curate and develop new, evidence-based content to be approved by the Agency to meet the program’s needs. Through an Agency agency-approved platform we will develop continuing education and have social engagement capabilities to meet program needs.

4.1.1.10 The Vendor will survey on a quarterly basis the participants to measure satisfaction/dissatisfaction with the program offerings and make appropriate changes if indicated in agreement with the Agency.

RESPONSE: HealthPath LLC agrees to survey the participants quarterly to measure satisfaction/dissatisfaction with the program offerings and make appropriate changes if indicated in agreement with the Agency.

******We will use a secure online survey tool to develop and distribute surveys to measure satisfaction/dissatisfaction with the program offerings.

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4.1.1.11 Upon award of this contract, submit a Program Implementation Plan with timeline for Agency approval within 15 days. Conduct a review and analysis of current program and discuss options and parameters which may need altered. Tailor all necessary documents, policies and procedures, program requirements, training, notification, communications, etc. to reflect West Virginia Restore. Provide a bi-weekly report of implementation plan and progress for the first six (6) months of the contract.

RESPONSE: Upon award of this contract HealthPath agrees to:

- Submit a Program Implementation Plan with a timeline for Agency approval within 15 days.
- Conduct a review and analysis of the current program and discuss options and parameters that may need to be altered.
- Tailor all necessary documents, policies, procedures, program requirements, training, notifications, communications, etc. to reflect West Virginia Restore.
- Provide a bi-weekly report of the implementation plan and progress for the first six (6) months of the contract.

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

RESPONSE: Upon award of this contract HealthPath LLC agrees to: Deliver a status report of the overall transition of participants to the HealthPath management who were participants in the program as operated by the predecessor selected vendor.

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

RESPONSE: Upon award of this contract HealthPath LLC agrees to: Collect the participant support group fee of \$40.00 per month which will be paid by the participant. HealthPath LLC agrees that collection of the fees from the

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participant shall remain the full responsibility of HealthPath and shall use a secure electronic payment collection process and provide participants with access to their financial account information.

4.1.1.14 Capability to upload required participant data into the existing reporting system (Affinity Ehealth).

RESPONSE: Upon award of this contract HealthPath will receive access to Affinity Ehealth and have the capability to upload required participant data into the existing reporting system (Affinity Ehealth).

4.1.1.15 Receive eligible individuals into the professional peer support program who have been accepted into WV Restore in conjunction with the participant's case manager.

RESPONSE: Upon award of this contract HealthPath LLC agrees to receive eligible individuals into the professional peer support program who have been accepted into WV Restore in conjunction with the participant's case manager.

4.1.1.16 May only disclose information about an agency investigation to the student, applicant, or licensee with written approval of the agency and only to the extent that it is necessary to carry out the vendor's duties.

RESPONSE: Upon award of this contract HealthPath LLC agrees that we (HealthPath LLC) May only disclose information about an agency investigation to the student, applicant, or licensee with written approval of the agency and only to the extent that it is necessary to carry out the vendor's duties.

4.1.1.17 Collaborate with the selected vendor of the Referral, Treatment and Monitoring contract to exchange appropriate data related to participant compliance with their RMA.

RESPONSE: Upon award of this contract HealthPath LLC agrees to collaborate with the selected vendor of the Referral, Treatment, and Monitoring contract to exchange appropriate data related to participant compliance with their RMA.

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4.1.1.18 Meet with facilitators online with Vendor staff for a minimum of 1 hour a month for education and training during the initial contract year. Agency and Vendor will assess the need to continue after the first year or change the meetings to quarterly meetings with an annual in-person meeting in West Virginia.

RESPONSE: Upon award of this contract the HealthPath's Chief Training Officer agrees to meet with facilitators online for a minimum of 1 hour a month for education and training during the initial contract year. The Agency and HealthPath Management team will assess the need to continue after the first year or change the meetings to quarterly meetings with an annual in-person meeting in West Virginia

4.1.1.19 Provide weekly support groups using an online, secure password protected and HIPPA compliant platform with facilitators. Follow an Agency approved relapse prevention curriculum and other resources deemed appropriate by Vendor and Agency.

RESPONSE: Upon award of this contract the HealthPath facilitators will provide weekly support groups using an online, secure password-protected, and HIPPA-compliant platform. HealthPath LLC in Support Group Management for WVR will follow an agency-approved relapse prevention curriculum and other resources deemed appropriate by HealthPath and the Agency.

4.1.1.20 Provide a secure, closed online learning content and social management system (platform) for nurses to engage with the program and each other synchronously or asynchronously. Create Agency approved educational content, promote it, and make it available using the required platform.

RESPONSE: Upon award of this contract HealthPath will provide a secure, closed online learning content and social management system (platform) for nurses to engage with the program and each other synchronously or asynchronously. HealthPath and our educators will create educational content for Agency approval, promote it, and make it available using the required platform.

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4.1.2 Services for Participants:

4.1.2.1 Provide services for students, applicants or licensees who are licensed, registered, certified, and/or regulated by the Agency under *Chapter 30, Article 7, et. seq. of the West Virginia Code*. Contact the Agency should a dispute over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.

RESPONSE: Upon award of this contract HealthPath will provide services for students, applicants, or licensees who are licensed, registered, certified, and/or regulated by the Agency under *Chapter 30, Article 7, et. seq. of the West Virginia Code*. HealthPath agrees to contact the Agency should a dispute over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.

4.1.2.2 Assign each participant to a support group. Assignment shall not exceed twelve (12) participants to a single group. Therefore, the ratio of participants to a facilitator shall not exceed the 12 participants per occurrence.

RESPONSE: Upon award of this contract the HealthPath will assign each participant to a support group. Assignment shall not exceed twelve (12) participants to a single group. Therefore, the ratio of participants to a facilitator shall not exceed 12 participants per occurrence.

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

RESPONSE: Upon award of this contract HealthPath will ensure Facilitated Support Group Meetings include a variety of meeting options including days, times, and virtual or face-to-face locations based on participant demographics specifically participant location. Each group shall meet weekly for 1 (one) hour.

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

RESPONSE: Upon award of this contract HealthPath will permit the participants to choose the support group day, time, and location that works best for their schedule to optimize participation.

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

RESPONSE: Upon award of this contract HealthPath will develop and maintain a process for participants who have completed monitoring through WVR to elect to continue participating in support through alumni-specific support groups, mentoring opportunities, and engaging with relapse prevention. HealthPath has identified potential partnerships to support these activities and will develop and strengthen partnerships to further support program needs.

4.1.2.6 Access to help desk assistance with the technology, training and support which is available during the hours of operation.

RESPONSE: Upon award of this contract HealthPath will ensure participants know how to access help desk assistance with the technology, training, and support that is available during the hours of operation.

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

RESPONSE: Upon award of this contract HealthPath will have a system in place to allow for session make-up including monitoring while on vacation, travel, and/or during illness and this shall be reconciled with missed meetings. Participants will be able to notify facilitators of the need for session make-up and arrange for the needed sessions.

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4.1.3 Services for the Agency:

4.1.3.1 Reporting Parameters are approved by the Agency at the award of the contract and reports will be provided based on the mutually agreed upon requirements per a Facilitated Peer Support Group Report Card with will be provided by the Agency. These are on the due date each quarter, with an annual report on the designated date.

RESPONSE: Upon award of this contract HealthPath will adopt reporting parameters that are approved by the Agency and reports will be provided based on the mutually agreed upon requirements through a "Facilitated Peer Support Group Report Card" which will be provided by the Agency. HealthPath LLC acknowledges that these are due on the due date of each quarter, with an annual report on the designated date.

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

4.1.3.2.1 Recommendation(s) for changes to the policies and procedures to be approved by the Agency.

4.1.3.2.2 List of all facilitators as well as staff members associated with the Vendor and their credentials.

4.1.3.2.3 Copy of any forms or documents used by the Vendor in conjunction with the services of this contract.

RESPONSE: Upon award of this contract HealthPath will submit the following within ninety (90) days of being awarded this contract and by September 1st of each contract year thereafter:

- Recommendation(s) for changes to the policies and procedures to be approved by the Agency.
- List of all facilitators as well as staff members associated with HealthPath LLC and the WVR program and their credentials.
- Copies of any forms or documents used by HealthPath LLC in conjunction with the services of this contract.

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: December 07, 2023 at 2:00PM EST

Submit Questions to: Larry D. McDonnell
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: larry.d.mcdonnell@wv.gov

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

6. BID SUBMISSION: All bids must be submitted 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: December 14, 2023 at 1:30PM EST

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 wvOASIS 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 One (1) year. 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor’s receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked 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: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

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

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

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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 www.state.wv.us/admin/purchase/privacy.

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.

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.

REQUEST FOR QUOTATION
NURSE HEALTH PROGRAM – WV RESTORE
Facilitated Support Group Management
CRFQ RNB24*08

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Registered Nurses (Agency) to establish an open-end contract for the **Support Group Management** segment of the nursing health program referred to here after as “West Virginia Restore” (WVR). This program encourages voluntary participation in monitored alcohol, chemical dependency or major mental health condition. The WVR program provides ongoing support to approximately seventy-five (75) participants per year.

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

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Services”** means services for the referral, treatment and monitoring segment of the nursing health program known as West Virginia Restore (WVR) as more fully described in these specifications.
 - 2.2 **“Monitoring”** means the Vendor’s surveillance of a participant to ensure compliance with the participant’s contract.
 - 2.3 **“Participant Contract”** means a formal written document known as the Recovery Monitoring Agreement outlining the requirement for a participant to successfully complete the program, including the participant’s monitoring plan.
 - 2.4 **“Pricing Pages”** means the pages contained wvOASIS or attached hereto as **Exhibit A**, upon which Vendor should list its proposed price for the Contract Services.
 - 2.5 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.6 **“Vendor”** means an entity contracted to provide the services outline in the contract.

REQUEST FOR QUOTATION
NURSE HEALTH PROGRAM – WV RESTORE
Facilitated Support Group Management
CRFQ RNB24*08

- 2.7 **“WV Restore”** means the nurse health program established by the Agency under WV Code 30-7-11a for the referral, treatment and monitoring segment of the nursing health program. The WV Restore program, including the name “WV Restore” and all program policies, forms, documents, including those electronically drafted and maintained are owned by the West Virginia Board of Registered Nurses.
- 2.8 **“Holidays”** means the West Virginia observed holidays and/or other days that the state is closed for business as communicated by the Agency to the selected vendor.

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

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

- 3.1 A minimum of 5 years’ experience operating a professional healthcare support groups management program for alternative to discipline programs for state boards. The experience must include separate and distinct support groups for alumni, substance use disorder and mental health groups. The vendor must provide documentation verifying compliance with this section of the contract upon request and prior to the award of the contract.
- 3.2 Provide a network of facilitators. A facilitator must be licensed in the State of West Virginia with an active unencumbered license as a Social Worker, Professional Counselor, Registered Professional Nurse, Advanced Practice Nurse and other health professionals mutually agreed on by Vendor and Agency. Each facilitator must have 5 years’ experience as a facilitator of peer support group in substance use disorder.
- 3.3 Provide structure, coordination, training, and oversight, in accordance with program policies, of a network of trained support group facilitators which facilitate weekly monitoring and support groups which participants are required to attend in their RMA.
- 3.4 Provide an established job registry that is a place where participants, facilitators and other professionals can post job openings in the communities that the participants will have direct access to.
- 3.5 Provide established wellness tools and continuing education for participants.
- 3.6 Quality Improvement Program which includes an internal program for quality assurance as well as outcomes research and reports improvement activities to the Agency.

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- 3.7 Provide and require check-ins via engagement portal with check-in question sets sent virtually to participants to assure identity.
- 3.8 Provide a white-labeled, secure, closed online learning content and social management system (platform) tailored to meet the program's needs.
- 3.9 The Vendor will survey on a quarterly basis the participants to measure satisfaction/dissatisfaction with the program offerings and make appropriate changes if indicated in agreement with the Agency.
- 3.10 Upon award of this contract, submit a Program Implementation Plan with timeline for Agency approval within 15 days. Conduct a review and analysis of current program and discuss options and parameters which may need altered. Tailor all necessary documents, policies and procedures, program requirements, training, notification, communications, etc. to reflect West Virginia Restore. Provide a bi-weekly report of the implementation plan and progress for the first six (6) months of the contract.
- 3.11 Vendors must be an approved provider of nursing continuing education in West Virginia or reciprocal state. Evidence shall be provided prior to the award of the contract.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Management of Services

- 4.1.1.1 Adequate support services must be provided to meet the program needs. Support staff should have good communication and technical skills. The hours of operation shall be Monday through Friday from 9:00 AM. To 5:00 PM. EST unless other hours are needed to meet the participant's support groups. excluding State holidays.
- 4.1.1.2 WVR facilitators employed by the previous vendor shall be considered to remain as facilitators.
- 4.1.1.3 Provide for each facilitator performance evaluations and performance outcomes analysis at intervals mutually agreed upon by Vendor and Agency. Also, reporting of continuing education and training as well as their professional development plans.

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- 4.1.1.4 Provide structure, coordination, training, and oversight, in accordance with program policies, of a network of trained support group facilitators which facilitate weekly monitoring and support groups which participants are required to attend in their RMA.
- 4.1.1.5 Provide an established job registry that is a place where participants, facilitators and other professionals can post job openings in the communities that the participants will have direct access to.
- 4.1.1.6 Provide established wellness tools and continuing education for participants.
- 4.1.1.7 Quality Improvement Program which includes an internal program for quality assurance as well as outcomes research and reports improvement activities to the Agency.
- 4.1.1.8 Provide and require check-ins via engagement portal with check-in question sets sent virtually to participants to assure identity.
- 4.1.1.9 Provide a white-labeled, secure, closed online learning content and social management system (platform) tailored to meet the program's needs.
- 4.1.1.10 The Vendor will survey on a quarterly basis the participants to measure satisfaction/dissatisfaction with the program offerings and make appropriate changes if indicated in agreement with the Agency.
- 4.1.1.11 Upon award of this contract, submit a Program Implementation Plan with timeline for Agency approval within 15 days. Conduct a review and analysis of current program and discuss options and parameters which may need altered. Tailor all necessary documents, policies and procedures, program requirements, training, notification, communications, etc. to reflect West Virginia Restore. Provide a bi-weekly report of implementation plan and progress for the first six (6) months of the contract.
- 4.1.1.12 Deliver a status report of the overall transition of participants to the selected vendor who were participants in the program as operated by the predecessor selected vendor.

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- 4.1.1.13** Collect the participant support group fee of \$40.00 per month which will be paid by the participant. Collection of the fees from the participant shall remain the full responsibility of the vendor. Vendors shall use a secure electronic payment collection process and provide participants with access to their financial account information.
- 4.1.1.14** Capability to upload required participant data into the existing reporting system (Affinity Ehealth).
- 4.1.1.15** Receive eligible individuals into the professional peer support program who have been accepted into WV Restore in conjunction with the participant’s case manager.
- 4.1.1.16** May only disclose information about an agency investigation to the student, applicant, or licensee with written approval of the agency and only to the extent that it is necessary to carry out the vendor’s duties.
- 4.1.1.17** Collaborate with the selected vendor of the Referral, Treatment and Monitoring contract to exchange appropriate data related to participant compliance with their RMA.
- 4.1.1.18** Meet with facilitators online with Vendor staff for a minimum of 1 hour a month for education and training during the initial contract year. Agency and Vendor will assess the need to continue after the first year or change the meetings to quarterly meetings with an annual in-person meeting in West Virginia.
- 4.1.1.19** Provide weekly support groups using an online, secure password protected and HIPPA compliant platform with facilitators. Follow an Agency approved relapse prevention curriculum and other resources deemed appropriate by Vendor and Agency.
- 4.1.1.20** Provide a secure, closed online learning content and social management system (platform) for nurses to engage with the program and each other synchronously or asynchronously. Create Agency approved educational content, promote it, and make it available using the required platform.

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4.1.2 Services for Participants:

- 4.1.2.1 Provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the Agency under *Chapter 30, Article 7, et. seq. of the West Virginia Code*. Contact the Agency should a dispute over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.
- 4.1.2.2 Assign each participant to a support group. Assignment shall not exceed twelve (12) participants to a single group. Therefore, the ratio of participants to a facilitator shall not exceed the 12 participants per occurrence.
- 4.1.2.3 Ensure Facilitated Support Group Meetings include a variety of meeting options including days, times and virtually or face-to-face locations based on participant demographics specifically participant location. Each group shall meet weekly for 1 (one) hour.
- 4.1.2.4 Permit the participants to choose the support group day, time, and location that works best for their schedule to optimize participation.
- 4.1.2.5 Develop and maintain a process for participants who have completed monitoring through WVR to elect to continue participating in support through alumni specific support groups, mentoring opportunities, and engaging with relapse prevention.
- 4.1.2.6 Access to help desk assistance with the technology, training and support which is available during the hours of operation.
- 4.1.2.7 Allow for session make-up include monitoring while on vacation, travel and/or during illness and shall be reconciled with missed meetings.

4.1.3 Services for the Agency:

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- 4.1.3.1 Reporting Parameters are approved by the Agency at the award of the contract and reports will be provided based on the mutually agreed upon requirements per a Facilitated Peer Support Group Report Card with will be provided by the Agency. These are on the due date each quarter, with an annual report on the designated date.

- 4.1.3.2 Submit the following within ninety (90) days of being awarded this contract and by September 1st of each contract year thereafter:
 - 4.1.3.2.1 Recommendation(s) for changes to the policies and procedures to be approved by the Agency.
 - 4.1.3.2.2 List of all facilitators as well as staff members associated with the Vendor and their credentials.
 - 4.1.3.2.3 Copy of any forms or documents used by the Vendor in conjunction with the services of this contract.

5. CONTRACT AWARD:

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

5.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a monthly rate per each participant. Vendor will invoice for exact number of participants monthly. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

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

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

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

7.1 Agency shall pay the Provider on a monthly basis, upon satisfactory completion of Contract Services for that month. The pricing quoted on the Pricing Pages must be inclusive of all expenses associated with providing the Contract Services and includes travel expenses. Payment is based upon written submission of an acceptable invoice to the Board at 5001 MacCorkle Avenue, SW, South Charleston, WV 25309 by the 15th of each month. The invoice shall be typed and include the following information: The Provider's mailing address to which payment should be sent; the provider's invoice point of contact and their phone number to which inquiries can be made; invoice number; the number of the contract governing the period in which services were rendered; a complete description of services charged; and total amount due.

8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

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10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

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

Contract Manager:	Melinda Stoecklin
Telephone Number:	(304) 397-0854
Fax Number:	(800)758-9795
Email Address:	HealthPath23@gmail.com

SOLICITATION NUMBER: CRFQ RNB24*08

Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To attach answers to vendor questions.
2. To revise commodity lines.
3. To attach Exhibit A - Pricing Page
4. To revise section 5.2 - Pricing Pages and section 7 - Payment.
5. To briefly allow additional vendor questions.

Additional vendor questions due by 12/20/2023 by 2:00PM EST.

Bid opening date still remains 12/27/2023 at 1:30PM EST

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

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.

ATTACHMENT A

Addendum 03

Nurse Health Program – WV Restore
Facilitated Support Group Management - CRFQ RNB24-08

Vendor Question 01:

I am requesting clarification on the Unit of Measurement in the CRFQ RNB24*08. I see Quantity for the 1st year is 140, however it's not clear what Unit issue refers to whether group or individual participant.

Agency Answer 01:

Commodity line 1 for first year's quantity of 140 is being revised to add the overall total cost listed on Exhibit A – Pricing Page. Vendor's will need to review and complete Exhibit A – Pricing Page

Commodity lines 2 through 4 are being removed.

Agency is revising section 5.2 Pricing Page to read as follows:

- 5.2 Pricing Pages:** Vendor should complete the Pricing Pages by providing a unit price per participant. The unit price per participant is automatically calculated to the monthly rate. The monthly rate will be calculated to the estimated yearly cost. The vendor will provide unit price per participant for optional renewal years 1 through 3. The vendor will take the total overall cost and enter that on commodity line 1. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Example:

Estimated Quantity		Unit Price Per Participant	=	Monthly Rate		Extended Cost (Estimated Yearly Cost)
75	x	\$10.00	=	\$750.00	x 12	= \$9,000.00

Agency is revising section 7 Payment to read as follows:

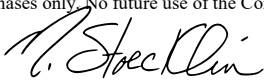
- 7. PAYMENT:** Agency shall pay the unit price per participant as the monthly rate as shown on Exhibit A – Pricing Page, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

The WV Purchasing Division is accepting additional Vendor Questions. All questions will need to be submitted on 12/20/2023 by 2:00PM EST.

EXHIBIT A - PRICING PAGE

NURSE HEALTH PROGRAM – WV RESTORE						
Facilitated Support Group Management - CRFQ RNB24*08						
Contract Item Number	Description	Unit of Measure	Estimated Quantity*	Unit Price Per Participant	Monthly Rate	Extended Cost (estimated yearly cost)
4.1	Facilitated Support Group Management - Intital Year	EA	75	\$45	\$3,375 ██	\$40,500 ██
4.1	Facilitated Support Group Management - Optional Renewal Year 1	EA	75	\$45	\$3,375 ██	\$40,500 ██
4.1	Facilitated Support Group Management - Optional Renewal Year 2	EA	75	\$45	\$3,375 \$██	\$40,500 ██
4.1	Facilitated Support Group Management - Optional Renewal Year 3	EA	75	\$45	\$3,375 ██	\$40,500 ██
TOTAL OVERALL COST →						\$162,000 ██

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



Vendor Signature