



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

State of West Virginia Master Agreement

Order Date: 06-01-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0932 4828 DRS2200000002 1	Procurement Folder:	1052268
Document Name:	CNA Svcs for Mgt of State Use Program- Emergency Purchase	Reason for Modification:	
Document Description:	CNA Svcs for Mgt of State Use Program- Emergency Purchase		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-06-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-08-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000204796 WEST VIRGINIA ASSOCIATION OF REHABILITATION FACILITIES INC 710 CENTRAL AVE CHARLESTON WV 25302-1702 US Vendor Contact Phone: 304-205-7970 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Charlyn A Miller Requestor Phone: (304) 356-2103 Requestor Email: charlyn.a.miller@wv.gov 22 FILE LOCATION
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
PROGRAM SERVICES DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN ROAD NITRO WV 25143 US	PROGRAM SERVICES DIVISION OF REHABILITATION SERVICES 10 MCJUNKIN RD NITRO WV 25143 US

Total Order Amount: Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: *Linda Harper*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: *6/14/2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Emergency Purchase
As per Section 9:22 - outlined in W. Va. Code 5A-3-15

CNA Services for Management of State Use Program:

This Purchase Order constitutes the acceptance of Contract made by and between the State of West Virginia by the Purchasing Director for the agency, The West Virginia Division of Rehabilitation Services and the Vendor, West Virginia Association of Rehabilitation Services Inc. This open-end contract provides Central Non-Profit Agency (CNA) services to manage the State Use Program per the Vendor's letter of agreement dated 05/27/2022, the specifications, terms and conditions of original Contract DRS1800000001 dated 06/01/2018, and subsequent Change Orders to the same incorporated herein by reference and made apart hereof and attached hereto.

Effective Dates: June 1, 2022 through August 31, 2022.

Execution of this agreement by the Purchasing Director or his designee, constitutes acceptance by those parties of the Terms and Conditions contained in the attached documents and binds the Vendor whose signature appears therein.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101600				0.000000
	Service From	Service To			

Commodity Line Description: STATE USE PROGRAM MANAGEMENT SERVICES

Extended Description:

Percentage of Markup = 4.1%

	Document Phase	Document Description	Page 3
DRS2200000002	Draft	CNA Svcs for Mgt of State Use Program- Emergency Purchase	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



The West Virginia Association of Rehabilitation Facilities, Inc.

PO Box 6764 Charleston WV 25362

Phone: (304) 205-7970

Fax: (304) 205-7915

May 27, 2022

CNA Master Service Agreement Extension – DRS1800000001

Dear Sir or Madam,

WVARF agrees, at the request of the Division of Rehabilitation Services, to continue with the same terms and conditions of CONTRACT, from June 1, 2022, through August 31, 2022.

Sincerely,

DocuSigned by:

38DD98D0CE6B4EF...

Tara Martinez
CEO
WVARF, Inc.



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

State of West Virginia Master Agreement

Order Date: 2018-05-18

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Number: CMA 0932 4841 DRS1800000001	Procurement Folder: 443530
Document Name: CNA TO PROVIDE STATE USE PROGRAM MANAGEMENT SERVICES	Reason for Modification:
Document Description: CNA TO PROVIDE STATE USE PROGRAM MANAGEMENT SERVICES	Award of CRFQ DRS1800000003
Procurement Type: Central Master Agreement	
Buyer Name: Michelle L Childers	
Telephone: (304) 558-2063	
Email: michelle.l.childers@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2018-06-01
Free on Board: FOB Dest. Freight Prepaid	Effective End Date: 2019-05-31

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000204796 WEST VIRGINIA ASSOCIATION OF REHABILITATION FACILITIES INC 710 CENTRAL AVE CHARLESTON WV 25302-1702 US Vendor Contact Phone: (304) 205-7970 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Charlyn Miller Requestor Phone: (304) 356-2103 Requestor Email: charlyn.a.miller@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Linda Harper DATE: 5-29-18 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: [Signature] DATE: 6/1/18 ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: Beverly Telen DATE: 6-1-18 ELECTRONIC SIGNATURE ON FILE
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Extended Description:**Open-End Contract****CNA to Provide State Use Program Management Services**

The vendor, West Virginia Association of Rehabilitation Facilities, Inc., agrees to enter into this open-end contract with the agency, The West Virginia Division of Rehabilitation Services, to provide a Central Nonprofit Agency (CNA) to manage the State Use Program. Per the specifications, terms and conditions, bid requirements, Addendum 1 dated 04/30/2018, Addendum 2 dated 05/03/2018 and the vendor's submitted and accepted bid on 05/11/2018, per the attached documentation, all incorporated herein by reference and a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101600			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: STATE USE PROGRAM MANAGEMENT SERVICES

Extended Description:

Percentage of Mark-up = 4.1%

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

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

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on June 1, 2018 and extends for a period of one (1) year(s).

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

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

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

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

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

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

☐ **Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

☒ **Automobile Liability Insurance** in at least an amount of: \$ 1,000,000.00

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

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

☒ **Crime and Third Party Fidelity Coverage** in at least an amount of:
\$1,000,000.00

☐☐☐☐

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

10. [Reserved]

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

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

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

15. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

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

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

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

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

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

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

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

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

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. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

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

32. 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.

33. 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.

34. 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.

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

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

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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

40. 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.

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of

Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

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

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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.

Aaron D. Jones Executive Director
(Name, Title)
Aaron D. Jones Executive Director
(Printed Name and Title)
710 Central Avenue Charleston WV 25302
(Address)
304-205-7970 304-205-7915
(Phone Number) / (Fax Number)
ajones@wvartf.org
(email address)

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

West Virginia Association of Rehabilitation Facilities, Inc.
(Company)

Aaron D. Jones Executive Director
(Authorized Signature) (Representative Name, Title)

Aaron D. Jones Executive Director
(Printed Name and Title of Authorized Representative)

5/18/2018
(Date)

304-205-7970 304-205-7915
(Phone Number) (Fax Number)

State Use Program Management Services

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Division of Rehabilitation Services to establish a contract for a Central Nonprofit Agency (CNA) to manage the State Use Program. The purpose of the program is to encourage the employment of people with disabilities so that they can be self-sufficient, productive, and independent and at the same time provide goods and services to the State at a fair market value. The Governor's Committee for the Purchase of Commodities and Services from the Handicapped was established to monitor the performance of the CNA. More details and descriptions of the State Use Program can be found in *West Virginia State Code* §5A-1-1, §5A-3-10, §5A-3A-1, §5A-3A-2 and in the *Code of State Rules* §186-1, §186-2, §186-3, §186-4, and §186-5.

Per *West Virginia State Code* §5A-3A-2, the Director of the Division of Rehabilitation Services approves the CNA, but the Department of Administration will be responsible for all contract management duties under any contract resulting from this solicitation.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Contract Services"** means the Management Services by a CNA for the State Use Program as more fully described in these specifications.
 - 2.2 **"Pricing Page"** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 **"Committee"** means the Governor's Committee for the Purchase of Commodities and Services from the Handicapped.
 - 2.5 **"CNA"** means the Central Nonprofit Agency
 - 2.6 **"CRP"** means the Community Rehabilitation Program that is a nonprofit workshop as defined in §5A-1-1.
 - 2.7 **"Fair Market Price"** means a reasonable price, set by the Committee and approved by the director, which can recover for the qualified vendor the cost of raw materials, labor, capital, overhead, CNA service charges and delivery costs.

State Use Program Management Services

- 2.8 **"Persons with Disabilities"** means "blind or severely disabled persons" as noted in §5A-3A-4(b) and "handicapped workers" as noted in §5A-3A-4(d).
 - 2.9 **"Program fee"** means the fee charged by the Central Nonprofit Agency for the administration and implementation of the program as referred to as the "CNA Service Charge" in rule 186CSR1.
 - 2.10 **"Spending Unit"** means a department, agency or institution of the state government for which an appropriation is requested, or to which an appropriation is made by the Legislature.
 - 2.11 **"State Use Program"** means the program as defined in §5A-3-10 and Section §5A-3A-1 et seq.
 - 2.12 **"Statewide Contract"** means a contract between the Division of Purchasing and the CNA which lists all the commodities and services the committee has approved for the program and has set a fair market price.
- 3 **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1 Vendor must have a minimum five (5) years' experience providing the same or similar services. Vendors shall provide descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met. Similar projects must include the services of negotiations with third parties, coordination of third party contract service and goods delivery, financial requirements of administration of such (invoicing, etc.), marketing and reporting of activities.
 - 3.2 Vendor must dedicate a minimum of five full time staff to performance of the services. At minimum, one staff member shall have bachelor level accounting degree and be responsible for maintaining the financial duties required. Vendor shall provide a staffing plan of all employees working under the contract and their relevant credentials and experience. Employees should have a minimum five years' experience for the type of duties assigned for this contract.
 - 3.3 Compliance with experience requirements will be determined prior to contract award by the State through references provided by the Vendor with its bid or upon request, through knowledge or documentation of the Vendor's past projects, or some other method that the State determines to be acceptable. Vendor should provide a current résumé which includes information regarding the number of

State Use Program Management Services

years of qualification, experience and training, and relevant professional education for each individual that will be assigned to this project. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement are preferred with the bid submission, but may be requested after bid opening and prior to contract award.

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 Contract Management to include the following:

- 4.1.1.1** Must evaluate the qualifications and capabilities of Community Rehabilitation Programs (CRPs) to include annual review of their qualifications for the State Use Program (see §186CSR4).
- 4.1.1.2** Must provide to the Committee a list of commodities and services available from qualified vendors for consideration for the statewide contract.
- 4.1.1.3** Must research and assist the CRPs in developing new products and upgrading existing products.
- 4.1.1.4** Must develop a marketing plan to inform State Agencies, political subdivisions and institutions of higher education of the advantages of this program. (State Use Program is a mandatory set-aside program for State Agencies.)
- 4.1.1.5** Must provide a minimum of two annual training sessions for each participating CRP.
- 4.1.1.6** Must negotiate contracts as needed with the CRPs. Currently there are approximately 200 contracts with CRPs. The vendor will be responsible for negotiating any changes and any new contracts that may be needed during the life of the contract.

State Use Program Management Services

- 4.1.1.7** The CNA shall distribute orders from the State only to qualified vendors approved by the Committee to produce the commodity or to perform a service on the statewide contract.
- 4.1.1.8** Must work with the CRPs to ensure compliance with contract performance and quality standards relevant to each commodity.
- 4.1.1.9** Must develop and provide a detailed Scope of Work for each service related commodity included on the Master Agreements.
- 4.1.1.10** Must survey applicable private party industry to acquire data points for costs such as labor, equipment, supplies, raw materials, delivery, overhead, etc. and analyze such price data to present a recommended reasonable Fair Market Price to the Governor's Committee.
- 4.1.1.11** Must perform accounting to invoice monthly for approximately 200 contracts currently in effect. The number of contracts may vary during the life of the contract. The vendor will be responsible for providing management services at the set percentage fee regardless of the number of contracts existing at any time during the life of the contract.
- 4.1.1.12** The CNA must insure that all participating CRPs maintain the following insurance coverages and must provide the State with copies of the Certificate of Insurance upon request.
 - 4.1.1.12.1** Comprehensive General Liability Coverage with a minimum of \$1,000,000.00 limit of liability.
 - 4.1.1.12.2** Auto Coverage with a minimum of \$1,000,000.00 limit of liability.
 - 4.1.1.12.3** Crime and Third Party Fidelity Coverage with a minimum of \$1,000,000.00 limit of liability.

State Use Program Management Services

4.1.2 Monitoring Quality Assurance to include the following:

- 4.1.2.1** Must inspect commodities utilizing nationally recognized methods and procedures for sampling and inspections.
- 4.1.2.2** Must inspect services in accordance with State and Federal specifications and/or standards or in accordance with good commercial practices using nationally recognized methods of evaluation (ANSI, American National Standards Institute, etc.).
- 4.1.2.3** Must implement a continuous quality improvement plan.

4.1.3 Central Nonprofit Agency Responsibilities (CNA):

- 4.1.3.1** CNA must develop an annual review and action plan to achieve and implement the performance standards as set forth by the Committee. The plan may include, but not be limited to goals for the following:
 - 4.1.3.1.1** Number of persons with disabilities to be employed
 - 4.1.3.1.2** Sales of commodities and services
 - 4.1.3.1.3** Wages paid to persons with disabilities
 - 4.1.3.1.4** Hours worked by persons with disabilities
 - 4.1.3.1.5** Responsiveness to customer inquiries and/or complaints
 - 4.1.3.1.6** Quality standards for participating CRPs

State Use Program Management Services

4.1.3.1.7 Training activities to increase CRP capability and efficiency

4.1.3.1.8 Financial Controls

4.1.4 Provide the following reports:

4.1.4.1 Must provide annual report for each fiscal year concerning the operation of the non-profit workshops to the Director of Rehabilitation Services, the Governor's Committee, the Legislature, and the Governor.

4.1.4.2 Must present an income statement, profit and loss statement, and a cash flow statement monthly to the Governor's Committee showing the activities of the State Use Program.

4.1.4.3 Must provide an annual budget to the Governor's Committee for approval on or before the Committee's May meeting, which reveals all revenues, expenses and earnings prior to the beginning of the CNA's fiscal year that must be approved by the Committee.

4.1.4.3.1 This budget shall detail how the program fee is being allocated to directly support the program and what amounts are being devoted to expanding direct services to programs that enhance employment of persons with disabilities and what percentage of funds will be used for administrative overhead, such as salaries.

4.1.4.4 Must provide a monthly report to the Governor's Committee regarding categories of sales and accounts receivables.

4.1.4.5 Must provide a quarterly activity report to the Governor's Committee which shows the number of workers employed (both disabled and non-disabled), the types of disabilities they have, the number of direct labor hours (total and broken out by

State Use Program Management Services

disabled and non-disabled workers), the direct labor hour ratio of people with disabilities working, the number of people placed in competitive employment, the number of people who were promoted to supervisory positions, the amount of wages paid (total and broken out by disabled and non-disabled workers).

4.1.4.6 Must comply with all the reporting and data information requirements of the Statewide Contract and Temporary Contract Services.

4.1.4.7 The CNA must make available to the Committee for the purpose of conducting its annual review of the CNA the following:

4.1.4.7.1 An annual action plan prior to the beginning of the fiscal year which will meet or exceed Committee performance standards.

4.1.4.7.2 Documented outcomes of the CNA's annual action plan at the conclusion of the fiscal year.

4.1.4.7.3 An audited financial statement at the conclusion of the fiscal year. It will include details on cash balances, earnings attributable to the program fee for the program, accounts receivable, accounts payable, cash reserves, line of credit borrowing, interest payments, bad debts, administration overhead and any detailed supporting documentation requested by the Committee.

4.1.4.7.4 Monthly reports of categories of sales and accounts receivable in a reporting format approved by the Committee.

4.1.4.7.5 Quarterly reports of its contracted sales of commodities and services, wages paid, and hours worked by persons with disabilities for all CRPs participating in the program.

State Use Program Management Services

4.1.5 General Requirements:

- 4.1.5.1** No officer, member, or employee of the nonprofit shall have any financial or other interest, direct or indirect, which would conflict or compromise in any manner or degree with the performance of the services provided by the Central Nonprofit Agency.
- 4.1.5.2** The CNA must have the ability to pay community rehabilitation programs within 60 days after submission of invoice regardless if the State has submitted payment to the CNA. Vendor shall provide documentation demonstrating how they are able to meet this requirement. Vendor may provide the last two I-990 forms, the most recent income statement and/or a letter from a financial institution where the CNA has a line of credit in the minimum amount of \$350,000 from which it can draw.
- 4.1.5.3** Provide documentation from the IRS indicating the CNA is classified as a non-profit organization.
- 4.1.5.4** The CNA must annually submit the program fees charged to the Committee for review. The maximum charged by the CNA for its services must be computed as a percentage of the selling price of the commodity or service, and must be included in the selling price or contract price. The program fee must be remitted to the CNA at the time of payment by the customer. The fee approved by the Committee is for the management, promotion, and adherence to the requirements of the CNA as referred in applicable West Virginia Code and Legislative Rules.
- 4.1.5.5** All funds received through the State Use Program must be kept separate and apart from all other monies administered by the nonprofit organization.
- 4.1.5.6** The services provided through the provisions of the state use program through the CNA shall be rendered impartially to all

State Use Program Management Services

CRPs approved by the Committee in accordance with qualifications set forth in the legislative rules.

4.1.5.7 Vendor shall be required to provide services on a statewide basis.

4.1.5.8 Vendor shall have an office in West Virginia to base services from.

5 CONTRACT AWARD:

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

5.2 Pricing Page: Vendor should complete the Pricing Page by completing Exhibit A, providing the Percentage Fee for provision of services. The percentage fee for provision of services is figured into the Fair Market Price of goods and services provided through the State Use Program and not lump sum separate payments to the vendor. No payments will be made directly against this contract. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor's who wish to respond to a Centralized request for Quotation (CRFQ) should download the Exhibit "A" Pricing Page that is attached separately to the CRFQ. Vendors should complete this form by entering the Percentage of Markup and multiplying by \$18,000,000.00 to figure the Total Bid Amount and include it as an attachment to their response.

PLEASE READ THIS SECTION IN ITS ENTIRETY:

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:

Vendor **MUST** complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Exhibit A Pricing Page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

State Use Program Management Services

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion.

- 6 PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7 PAYMENT:** Agency shall pay the percentage fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Vendor is allowed a 3% pass-through fee for all payments against statewide contracts paid with p-card through pricing on State Use Program goods and services. This pass-through allowance is not part of the percentage fee for services performed under this contract and provides for separate pricing when paying with p-card.

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 percentage fee 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.

State Use Program Management Services

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

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

10 VENDOR DEFAULT:

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Immediate cancellation of the Contract.

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

10.2.3 Any other remedies available in law or equity.

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: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____



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

State of West Virginia
Request for Quotation
27 — Miscellaneous

Proc Folder: 443530

Doc Description: ADDENDUM NO. 1- STATE USE PROGRAM MANAGEMENT SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-04-30	2018-05-11 13:30:00	CRFQ 0932 DRS1800000003	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

SOLICITATION NUMBER: CRFQ DRS1800000003

Addendum Number: 01

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:

This addendum is issued to modify the solicitation per the attached documentation and the following:

- 1.) Extend the question deadline to May 1, 2018 at 4:00 PM EDT.
- 2.) Move the bid closing date to May 11, 2018 at 1:30 PM EDT.

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.



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

State of West Virginia
Request for Quotation
27 — Miscellaneous

Proc Folder: 443530

Doc Description: ADDENDUM NO. 2- STATE USE PROGRAM MANAGEMENT SERVICES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2018-05-03	2018-05-11 13:30:00	CRFQ 0932 DRS1800000003	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Michelle L Childers

(304) 558-2063

michelle.l.childers@wv.gov

Signature X

FEIN #

DATE

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

SOLICITATION NUMBER: CRFQ DRS1800000003
Addendum Number: 02

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:

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish vendor questions and agency answers.

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.

CRFQ DRS1800000003
State Use Program Management Services
Vendor Questions and Agency Answers

Q1) Would Purchasing prefer CRFQ DRS1800000003 be submitted electronically through wvOASIS or signed and delivered by the vendor? There are days when working in Oasis is very slow and others when it is not available.

A1) The Purchasing Division does not have a preference. Bids may be submitted electronically in wvOASIS, common carrier, or hand delivery.

Q2) Under General Terms and Conditions, Paragraph 5, should the Open End Contract for Quantities box be checked or also be checked with the Combined Services and Goods? Under the State Use Program there are three (3) separate contracts: Janitorial, Services and Commodities, and Temp Services. These all vary from contract to contract and from Service to Service.

A2) This contract will establish the vendor to manage services for the State Use Program. There will be no direct purchases from this contract. The General Terms and Conditions are modified as follows: Section 5. Quantities: will be check boxed as Service. This page of the General Terms and Conditions has been attached for clarification.

Q3) Paragraph #8 Insurance states that need for Crime and Third Party Fidelity Coverage in at least an amount of \$1,000,000.00. Is an umbrella policy in the amount of \$1,000,000.00 acceptable for this type coverage or does it have to be a special policy for only Crime and Third Party Fidelity Coverage. Also, should the subcontractors carry this same coverage?

A3) Vendor must provide Crime and Third Party Fidelity coverage in the amount of \$1,000,000.00. Umbrella coverage may be provided to meet the required coverage amount, however, the vendor must provide the underlying Crime and Third Party Fidelity coverage.

Q4) Paragraph #22 Compliance with Laws: Are there any new laws, regulations, or ordinances that affect the State Use Program in West Virginia?

A4) It is the vendor's responsibility to review and know applicable laws and rules. Vendor should consult with their Legal Counsel for questions.

Subcontractor's List

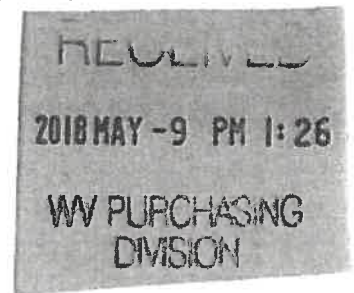
Buckhannon-Upshur Work Adjustment Center, Inc.
Clay County Services Unlimited, Inc.
Developmental Center & Workshop, Inc.
EastRidge Health Systems
Empowerment Through Employment, Inc.
Gateway Industries, Inc.
Goodwill Industries of Kanawha Valley, Inc.
Goodwill Industries of KYOWVA Area, Inc.
Green Acres Regional Center, Inc.
Hancock County Sheltered Workshop, Inc.
Hagerstown Goodwill Industries, Inc. (DBA Horizon Goodwill Industries, Inc.)
Integrated Resources, Inc.
Jackson County Developmental Center, Inc.
Job Squad, Inc.
Lillian James Learning Center, Inc.
Mercer County Opportunity Industries, Inc.
Mid Valley Health Care
Sheltered Workshop of Nicholas County, Inc. (DBA Bright Horizons)
Northwood Health Systems, Inc.
PACE Enterprises of West Virginia, Inc.
Precision Services, Inc.
Pretera Center for Mental Health Services, Inc.
Preston County Workshop, Inc.
Randolph County Sheltered Workshop (DBA Seneca Designs)
SW Resources
The Op Shop, Inc.
W.A.T.C.H., Inc. (Russell Nesbitt Services, Inc.)

Exhibit A

Third Party Administrator by a Central Non-Profit Agency (CNA)

West Virginia Association of Rehabilitation Facilities, Inc.

CRFQ DRS1800000003



The exact value of the Contract Services needed are undefined at the time of this solicitation. The quantities are estimated based on current needs and estimated needs during the life of the Contract. The following value is listed for bidding purposes only.

Example:

Percentage Markup (3%) X \$18,000,000.00 = \$540,000.00 Total Bid Amount

Bid

Percentage Markup 4.1 % X \$18,000,000.00 = \$ 738,000.00 Total Bid Amount.

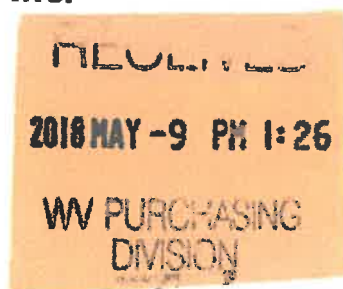
Vendor must submit completed Exhibit A Pricing Page with bid response.

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