



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: 10-04-2022

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 0313 0313 DEP2300000005 1	Procurement Folder:	1101264
Document Name:	DEP Employee Physical Examinations	Reason for Modification:	
Document Description:	DEP Employee Physical Examinations		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-11-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-10-31

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000202910 UNIV FAMILY MEDICINE 1600 MEDICAL CENTER DR STE 1500 HUNTINGTON WV 25701 US Vendor Contact Phone: 304-691-1284 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: Jessica S Chambers Requestor Phone: 304-926-0499 Requestor Email: jessica.s.chambers@wv.gov 23 FILE LOCATION
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

10-6-22 BAK

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

GM 10-5-2022

PURCHASING DIVISION AUTHORIZATION

DATE: *10-5-22*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *10-5-22*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *10-11-2022*
ELECTRONIC SIGNATURE ON FILE

10/11/2022

Extended Description:

The vendor, University Family Medicine, agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, for a licensed physician to conduct physical examinations of selected WV DEP employees, as required by policy or specific job duties, per the specifications, terms and conditions, Addendum #1 issued 9/23/2022, and the vendor's submitted bid response dated 9/28/2022 all incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80111717			EA	104.500000
	Service From	Service To			

Commodity Line Description: PHYSICAL EXAMINATION OF EMPLOYEE

Extended Description:

PHYSICAL EXAMINATION OF EMPLOYEE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80111717			EA	27.900000
	Service From	Service To			

Commodity Line Description: VISUAL ACUITY

Extended Description:

VISUAL ACUITY

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80111717			EA	38.500000
Service From		Service To			

Commodity Line Description: AUDIOGRAM

Extended Description:

AUDIOGRAM

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80111717			EA	49.500000
Service From		Service To			

Commodity Line Description: PULMONARY FUNCTION

Extended Description:

PULMONARY FUNCTION

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80111717			EA	66.000000
Service From		Service To			

Commodity Line Description: ELECTROCARDIOGRAM (EKG)

Extended Description:

ELECTROCARDIOGRAM (EKG)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80111717			EA	11.000000
	Service From	Service To			

Commodity Line Description: URINALYSIS

Extended Description:
URINALYSIS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80111717			EA	11.000000
	Service From	Service To			

Commodity Line Description: CBC

Extended Description:
CBC

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80111717			EA	13.000000
	Service From	Service To			

Commodity Line Description: COMPREHENSIVE METABOLIC PANEL

Extended Description:
COMPREHENSIVE METABOLIC PANEL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	80111717			EA	25.000000
	Service From	Service To			

Commodity Line Description: LIPID PANEL

Extended Description:
LIPID PANEL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	80111717			EA	11.000000
	Service From	Service To			

Commodity Line Description: HEPATIC FUNCTION PANEL

Extended Description:
HEPATIC FUNCTION PANEL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	80111717			EA	135.000000
	Service From	Service To			

Commodity Line Description: CHEST X-RAY (B READER)

Extended Description:
CHEST X-RAY (B READER)

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	80111717			EA	495.000000
	Service From	Service To			

Commodity Line Description: EKG STRESS TEST

Extended Description:
EKG STRESS TEST

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	80111717			EA	82.500000
	Service From	Service To			

Commodity Line Description: HEAVY METAL PROFILE

Extended Description:
HEAVY METAL PROFILE

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	80111717			EA	33.000000
	Service From	Service To			

Commodity Line Description: HEPATITIS A TITER

Extended Description:
HEPATITIS A TITER

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	80111717			EA	27.500000
	Service From	Service To			

Commodity Line Description: HEPATITIS B TITER

Extended Description:
HEPATITIS B TITER

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	80111717			EA	165.000000
	Service From	Service To			

Commodity Line Description: HEPATITIS A BOOSTER

Extended Description:
HEPATITIS A BOOSTER

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	80111717			EA	73.000000
	Service From	Service To			

Commodity Line Description: HEPATITIS B BOOSTER

Extended Description:
HEPATITIS B BOOSTER

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	80111717			EA	44.000000
	Service From	Service To			

Commodity Line Description: TETANUS VACCINATION

Extended Description:
TETANUS VACCINATION

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	80111717			EA	165.000000
	Service From	Service To			

Commodity Line Description: HEPATITIS A VACCINATION SERIES

Extended Description:
HEPATITIS A VACCINATION SERIES

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	80111717			EA	121.000000
	Service From	Service To			

Commodity Line Description: HEPATITIS B VACCINATION SERIES

Extended Description:
HEPATITIS B VACCINATION SERIES

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	80111717			EA	110.000000
	Service From	Service To			

Commodity Line Description: EXPOSURE HISTORY AND REPORT PREP

Extended Description:
EXPOSURE HISTORY AND REPORT PREP

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	80111717			EA	65.000000
	Service From	Service To			

Commodity Line Description: RESPIRATOR FIT TEST

Extended Description:
RESPIRATOR FIT TEST

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 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 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.

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:

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

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

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

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

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

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ WV Certified Physician with active medical license

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

☒ Automobile Liability Insurance in the amount of \$1,000,000.00 per occurrence is required only if vendor will have a mobile unit on site at a DEP location

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☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: 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.

☐ Liquidated Damages Are Not Included in this Contract.

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

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

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

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

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

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

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

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

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

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

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

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

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. 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 hearth, 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

Revised 07/01/2022

products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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

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

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)



(Printed Name and Title) Judy Watters, Department Administrator

(Address) 1600 Medical Center Drive, Suite 1500, Huntington, WV 25701

(Phone Number) / (Fax Number) 304-691-1190 304-691-1183

(email address) watters@marshall.edu

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 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.

University Family Medicine

(Company)

(Authorized Signature) (Representative Name, Title)

Judy Watters, Department Administrator 9/27/22

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

304-691-1190 304-691-1183

(Phone Number) (Fax Number)

watters@marshall.edu

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DNR23*01

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:

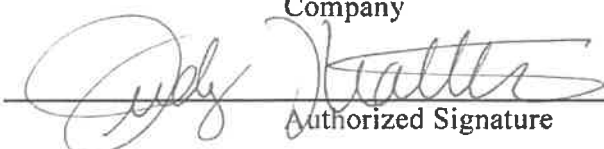
(Check the box next to each addendum received)

☒ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

University Family Medicine

Company



Authorized Signature

September 27, 2022

Date

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

DEP Employee Physical Examinations

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish an open-end contract for a licensed physician to conduct physical examinations of selected WV DEP employees, as required by policy or specific job duties.

Current contract expires 10/30/2022. Previously solicited as CRFQ DEP1900000006 which closed on 09/13/2018. Bids can be viewed at:
<http://www.state.wv.us/admin/purchase/Bids/FY2019/BO20180913.html>

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 list of items identified in Section 3.1 below and on the Pricing Pages.

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 **“Agency”** means the WV Department of Environmental Protection.

2.5 **“WV DEP”** means the WV Department of Environmental Protection.

2.6 **“Fit for Duty”** means that the employee can perform duties for which they were hired.

2.7 **“Not Fit for Duty”** means that the employee is not able to perform duties for which they were hired.

2.8 **“Procedure Request Form”** See **“Exhibit B”** for tests included in the Comprehensive Physical Examination.

2.9 **“CBC”** means a Complete Blood Count which is a common blood test to evaluate general health and to detect a range of health disorders or issues.

DEP Employee Physical Examinations

- 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 at least one physician that is WV Medical Board Certified to perform contract services.

3.1.1. Physician shall have an active, unencumbered medical license. Must provide documentation upon request.

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 Licensed physician services to conduct physical examinations

4.1.1.1 Vendor should have a location(s) in the Southern and Northern regions of West Virginia.

4.1.1.1.1 If the vendor has only one location, the vendor should have a mobile unit to travel to the WV DEP Regional Offices, as specified on Exhibit C.

4.1.1.1.1.1 Preference is on an as needed basis, but quarterly options in each region is the minimum.

4.1.1.1.1.2 Agency may or may not need services in each region each quarter and shall coordinate with the vendor to schedule if needed.

4.1.1.1.2 Vendor must have the ability to offer exams as needed at one location at the least.

4.1.1.1.2.1 Preference is on an as needed basis in each region, but quarterly options in each region is the minimum required.

4.1.1.1.3 Vendor should submit a brief explanation of locations and availability for exams with the solicitation response. Information shall be provided upon request.

DEP Employee Physical Examinations

- 4.1.1.1.4** Vendor is responsible for all costs associated with any travel for their staff. No additional costs will be paid by the agency for use of regional locations.
- 4.1.1.2** Vendor must coordinate with the former vendor “Marshall University, Univ Family Medicine to obtain existing permanent records, at no additional cost to the Agency.
- 4.1.1.3** Vendor must evaluate and interpret electrocardiograms, stress electrocardiograms, x-ray films and various other diagnostic studies.
- 4.1.1.4** Physician must assess and make recommendations concerning occupational injuries, illnesses, and fitness.
- 4.1.1.5** Vendor is responsible for a complete physical examination, on an as needed basis, as listed on the Employee Physical Pricing Page in Oasis and Procedure Request Form (Exhibit B).
 - 4.1.1.5.1** New employees usually will receive tests #2-11, #13, #16-18. A new Hazardous Waste Employee will also get #12. Required tests will be marked on each individual Procedure Request Form.
 - 4.1.1.5.2** Employees generally will receive follow-up physical tests #2-10 yearly, #11 every three years. Hazardous Waste Employees will receive #12 every three years. Required tests will be marked on each individual Procedure Request Form.
 - 4.1.1.5.2.1** Respirator Fit Test will be required yearly for some employees as requested on the Procedure Request Form.
- 4.1.1.6** Vendor is responsible for the review and interpretation of all laboratory results and testing as defined in Exhibit B.
- 4.1.1.7** Vendor is responsible for providing the patient with insight and guidance regarding any medical problems encountered and referring the patient to other physicians or specialist as required.
- 4.1.1.8** Vendor may be called upon periodically by the Agency to render an opinion regarding a patient’s fitness for duty and/or

DEP Employee Physical Examinations

coordinating the referral of a patient to qualified specialists for them to render an opinion.

4.1.1.9 The selected group of employees in need of physical examinations may vary, but can be estimated as follows:

4.1.1.9.1 New Employees – Estimated number of employees per year – 50

4.1.1.9.2 Current Employees - Estimated number of employees per year – 150

4.1.1.9.3 Special Circumstances dictated by job assignment or other factors - Estimated number of employees per year – 10

4.1.1.8 The vendor must provide a determination letter for each employee, advising if the employee has been determined to be “Fit for Duty” or “Not Fit for Duty”. A detailed explanation shall be included for employees designated as “Not Fit for Duty”.

4.1.1.8.1 The actual test results shall be mailed to the employee’s residence. A copy of the determination letter shall be mailed to the agency along with the invoice. All results shall be completed and mailed within 21 calendar days.

4.1.1.9 Vendor shall give a 24-hour cancellation notice to the designated DEP office representatives, when all tests cannot be given in one day.

4.1.1.10 The vendor will maintain permanent records. Copies of test results shall be available to the agency or the employee’s personal physician upon request, at no cost. Upon termination of this contract, all records shall be surrendered to the agency and/or designated record keeper at no cost.

4.1.1.10 Vendor shall schedule an initial physical exam within 48 business hours’ notice from DEP.

4.1.1.12 Vendor must notify Agency of any change in physician’s qualifications with in five days that limits the services being performed on this contract.

DEP Employee Physical Examinations

4.1.1.13 Vendor will only perform procedures requested on the WV DEP Procedure Request Form "Exhibit B."

4.1.1.14 Vendor will provide the rooms/space to conduct the physical exam as well as expendable supplies and necessary equipment at no additional cost to the Agency.

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. Unit price shall prevail in cases of discrepancies in the vendor's bid.

5.2 Pricing Page: Vendor should complete the Pricing Pages (in Oasis) by inserting the cost of each medical procedure listed and provide a total for all procedures. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified. Vendor must provide all services requested and provide a price for those services on the bid. Submit questions prior to solicitation close deadline for clarification if necessary. Questions must be submitted to Joseph.E.Hageriii@wv.gov.

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. Estimated quantities are for bidding purposes only.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. If submitting a paper bid, please print out the highest version CRFQ document and enter prices for each line.

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. ORDERING: Agency will submit a Procedure Request form to the vendor marking each test required for each employee. Vendor may permit orders via fax, email, paper mail, online ordering. If online ordering is available, vendor should include a brief summary of the portal available for use with the solicitation response.

DEP Employee Physical Examinations

- 8. PAYMENT:** Agency shall pay Per Employee, Per Test, a, 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.
- 9. 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.

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.

DEP Employee Physical Examinations

11. MISCELLANEOUS:

11.1. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

11.2. 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: Glenna Michael
Telephone Number: 304-691-1191
Fax Number: 304-691-1183
Email Address: michael@marshall.edu



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

**State of West Virginia
Solicitation Response**

Proc Folder: 1101264
Solicitation Description: DEP Employee Physical Examinations
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-09-28 13:30	SR 0313 ESR09282200000001598	1

VENDOR
000000202910
UNIV FAMILY MEDICINE

Solicitation Number: CRFQ 0313 DEP2300000010

Total Bid: **Response Date:** 2022-09-28 **Response Time:** 10:03:57

Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	PHYSICAL EXAMINATION OF EMPLOYEE		EA	104.500000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

PHYSICAL EXAMINATION OF EMPLOYEE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	VISUAL ACUITY		EA	27.900000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

VISUAL ACUITY

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	AUDIOGRAM		EA	38.500000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

AUDIOGRAM

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	PULMONARY FUNCTION		EA	49.500000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

PULMONARY FUNCTION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	ELECTROCARDIOGRAM (EKG)		EA	66.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

ELECTROCARDIOGRAM (EKG)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	URINALYSIS		EA	11.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

URINALYSIS

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	CBC		EA	11.000000	2200.0

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

CBC

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	COMPREHENSIVE METABOLIC PANEL		EA	13.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

COMPREHENSIVE METABOLIC PANEL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	LIPID PANEL		EA	25.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

LIPID PANEL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	HEPATIC FUNCTION PANEL		EA	11.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEPATIC FUNCTION PANEL

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	CHEST X-RAY (B READER)		EA	135.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

CHEST X-RAY (B READER)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	EKG STRESS TEST		EA	495.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

EKG STRESS TEST

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	HEAVY METAL PROFILE		EA	82.500000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEAVY METAL PROFILE

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
14	HEPATITIS A TITER		EA	33.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEPATITIS A TITER

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
15	HEPATITIS B TITER		EA	27.500000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEPATITIS B TITER

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
16	HEPATITIS A BOOSTER		EA	165.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEPATITIS A BOOSTER

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
17	HEPATITIS B BOOSTER		EA	73.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEPATITIS B BOOSTER

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
18	TETANUS VACCINATION		EA	44.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

TETANUS VACCINATION

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
19	HEPATITIS A VACCINATION SERIES		EA	165.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEPATITIS A VACCINATION SERIES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
20	HEPATITIS B VACCINATION SERIES		EA	121.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

HEPATITIS B VACCINATION SERIES

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
21	EXPOSURE HISTORY AND REPORT PREP		EA	110.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

EXPOSURE HISTORY AND REPORT PREP

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
22	RESPIRATOR FIT TEST		EA	65.000000	

Comm Code	Manufacturer	Specification	Model #
80111717			

Commodity Line Comments:

Extended Description:

RESPIRATOR FIT TEST

EXHIBIT B

WV DEP Procedure Request Form

☐ Homeland Security & Emergency Response
☐ REAP
☐ DLR / Special Reclamation

☐ DWWM
☐ DLR / Office of Environmental Remediation
☐ DWWM / EE
☐ DAQ
☐ OTHER _____

Employee Information (Please mail results to employee at the address below)

EMPLOYEE NAME:		
EMPLOYEE ADDRESS:		
TYPE OF EXAM: Physical Exam	SCHEDULED DATE:	SCHEDULED TIME:

Procedures marked with an X will indicate the test that will be performed.

MEDICAL PROCEDURE		OTHER	COST	REQUIRED
1	PHYSICAL EXAM		TBD	☐
2	VISUAL ACUITY		TBD	☐
3	AUDIOGRAM		TBD	☐
4	PULMONARY FUNCTION	This is a screening only	TBD	☐
5	ELECTROCARDIOGRAM (EKG)		TBD	☐
6	URINALYSIS		TBD	☐
7	CBC		TBD	☐
8	COMPREHENSIVE METABOLIC PANEL	Fast 12 hours prior to appointment (nothing to eat or drink). This does not include persons with diabetes. Take prescription medicine at regular times with water.	TBD	☐
9	LIPID PANEL	SAME AS ABOVE	TBD	☐
10	HEPATIC FUNCTION PANEL		TBD	☐
11	CHEST X-RAY (B READER)	TBD see below	TBD	☐
12	EKG STRESS TEST		TBD	☐
13	HEAVY METAL PROFILE		TBD	☐
14	HEPATITIS A TITER	Routine post-vaccination serological testing (Titer) is not currently recommended by the Center of Disease Control (CDC) unless an employee has had a work-related exposure incident. If you have had such an exposure, notify your supervisor.	TBD	☐
15	HEPATITIS B TITER	SAME AS ABOVE	TBD	☐
16	HEPATITIS A BOOSTER	The CDC has not recommended a specific time frame for Boosters following the vaccine.	TBD	☐
17	HEPATITIS B BOOSTER	SAME AS ABOVE	TBD	☐
18	TETANUS VACCINATION		TBD	☐
19	HEPATITIS A VACCINATION SERIES	2 In the series with approximately 6 months between injections	TBD	☐
20	HEPATITIS B VACCINATION SERIES	3 In the series, 1 st injection, approximately 1 month later 2 nd injection, and approximately 6 months later 3 rd injection.	TBD	☐
21	Exposure History and Report Prep	Doctor's discretion	TBD	☐
		TOTAL COST		

*TBD - TO BE DETERMINED BY DOCTOR AT TIME OF PHYSICAL

SEND INVOICE TO:	WVDEP -
	ATTN:
	, WV

Exam will be performed at:

Facility Name:		
Facility Street Address:		
Facility City:	Facility State:	Facility Zip:

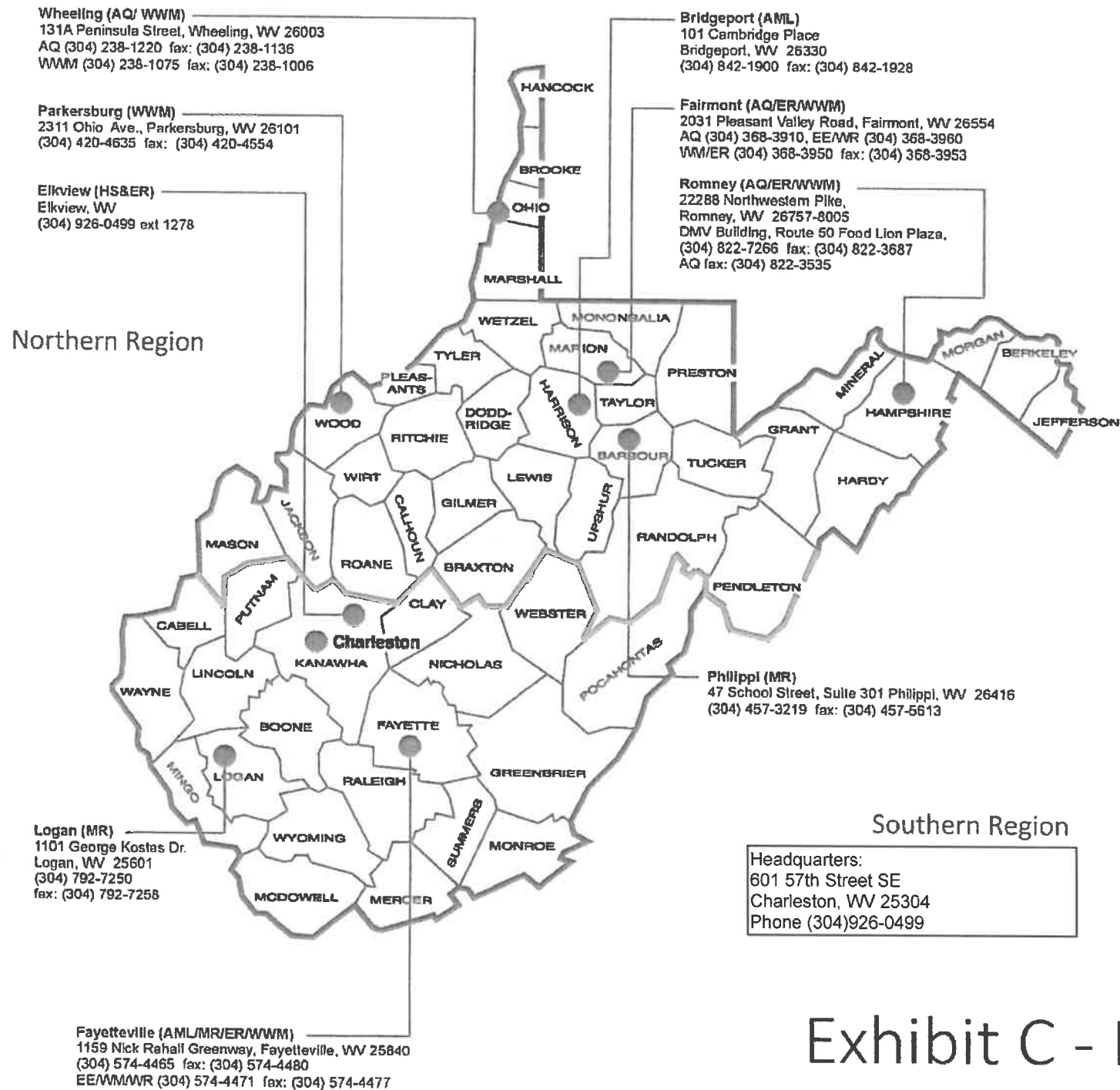


Exhibit C - Map