



Saunders Staffing/Personnel Pool of VA
400 North St Bluefield, WV 24701
(304)325-3369 | (304)325-6817 | www.saundersstaffing.net

fax

01/02/14 12:10:47PM
West Virginia Purchasing Division

TO: <u>Tara Lyle</u>	FROM: <u>Valerie Boyles, Regional Account Manager</u>
FAX: <u>304.558-3970</u>	PAGES: <u>2</u>
PHONE: _____	DATE: <u>1-2-14</u>
RE: _____	CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:



SAUNDERS STAFFING
INCORPORATED
www.SaundersStaffing.net
THE ANSWER TO YOUR STAFFING NEEDS

Personnel Pool of VA

Call Today: (276) 964-5900
Email: saunderssem@saundersstaffing.net

January 1, 2014

Tara Lyle
VNF1033
Division of Veterans Affairs
2019 Washing Street, East
Charleston, WV 25305

01/02/14 12:10:43PM
West Virginia Purchasing Division

Dear Tara:

Saunders Staffing is a small woman-owned family staffing agency with twenty five years of service. We are an independent staffing company and have been very successful in the commercial, and state sectors in West Virginia and Virginia as well as other bordering states. Our relationship with colleges, job fairs, workforce, plus a database that represents twenty five years of recruiting, assures the best quality staff for placement at your facility.

Saunders Staffing is pleased to respond to solicitation VNF1033 opportunity. We have staffed the Clarksburg area for over five years and have a large base of employees with the skills needed for this solicitation in this region and throughout the state.

Saunders Staffing maintains an active registration in WV Purchasing system as a current vendor.. We are also registered as a small business in the U.S. Small Business Administration's Dynamic Small Business Search (DSBS) database.

Attached is our quote package. Saunders Staffing grants the Contracting Officer or an authorized representative the right to examine, at any time before or after award, books, records, documents, or other directly pertinent records to verify the reasonableness of price.

Remittance address for payment is different from the Offeror address indicated in the PO Box 211, Bluefield, WV 24701.

If there is any additional information that you require, we welcome those inquiries. We are looking forward to providing you with the best service possible.

Sincerely,

Connie Saunders
President

Bluefield, West Virginia
Phone: 304-325-3273
Fax: 304-325-6817

Princeton, West Virginia
Phone: 304-487-0255
Fax: 304-325-6817

Beckley, West Virginia
Phone: 304-256-0560
Fax: 304-325-6817

Bluefield, Virginia
Phone: 276-326-3289
Fax: 304-325-6817

Certified Woman Owned Business



Saunders Staffing/Personnel Pool of VA
400 North St Bluefield, WV 24701
(304)325-3369 | (304)325-6817 | www.saundersstaffing.net

fax

TO: Tara Lyle FROM: Valerie Boyles, Regional Account Manager 01/02/14 12:01:47PM
FAX: 304-658-3970 PAGES: _____
PHONE: _____ DATE: 1-2-14
RE: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

RFQ:
Technical Proposal for VNF1033
Division of Veteran Affairs

Quote Letter is on its way!

Technical Proposal Factor One

01/02/14 12:01:43PM

West Virginia Purchasing Division

i

Saunders Staffing Inc. opened in 1989 with a mission of providing services as a partner to our client and matching opportunities to people. We will celebrate twenty years in business this year.

ii

We have a staff often in house employees and a database of 22,000 applicants to recruit from. Our corporate office is in Bluefield, with branches in Princeton and Beckley, WV. We have a sister corporation who covers Virginia and we have a branch at the Bluestone Workforce Center in Bluefield, Virginia as well. We use E-empact software and have two individuals who process payroll in house so we can respond to our employees needs quickly if necessary and to make sure they get paid on time and in full plus correctly. We are a debt-free company capable of handling growth easily with a line of credit anytime it would be needed. Our rates are competitive because we do not pay charges for borrowing money to meet payroll.

iii

The corporation utilizes 30 years of human resources experience, and along with our staff, work diligently to make sure our policies are compliant with all labor law. Our human resource policies are enforced with a handbook that communicates our services clearly. Our website www.saundersstaffing.net allows individuals to register on line and communicate electronically for their convenience. Our experience has taught us to always be open to change which improves the product that is delivered. Each year we have improved in our services that teaches us that pre-screening is one way to assure a quality employee.

We began with raising the bar with nothing less than a GED. Next we realized we had to drug-test all of our employees to have a drug-free workplace. Later we added background checking in any field that represents risk to our client and our fellow employee. We can check credit, social security, employment verification, education, DMV, civil court records, and professional license. We test typing, data entry, word, excel, power point, Quickbooks, banking, legal, medical, proofreading, customer service/call center, and other based on position requirements.

We have the following services:

- 4 hour satisfaction guarantee to employer
- Work to increase productivity
- Customized reporting
- On site supervision
- Payrolling services

Strong safety program

Iv

Our computers are networked and backed up everyday. We use Citrix as our networking software as well as E-empact software. The front office receives the data from our applicants and makes sure that the data is quality and searchable. Our back office receives the time cards and hours. The hours are entered in our system and checks, direct deposits and invoices are printed in sequence with one entry. We have a third office that handles all deposits and pays all bills. Also all reporting is processed through that office working from employment reports that come from the individuals who process payroll and invoicing.

We recruit from Workforce Centers, Colleges, State Rehabilitation offices, radio, newspaper, job fairs, job boards and referral and on line registrations.

v.

We will contact each office that we feel would utilize our services by SIN in West Virginia, Virginia, first and next Ohio, Kentucky and Tennessee to make an appointment to meet with them to. Understanding the needs of each federal office and delivering a packet of information as we do an analysis of the possibilities that may be needed and the seasons that are busiest. How can we be of service? We will market our website and also attend all meetings that are federal expos where the buyers may assemble. Building relationships is everything so to build a trust between or agency and the buyer. We will hire individuals as needed and as we grow so as not to be overworked or spread too thin.

We will review each Division that uses 736 Temporary Staffing and identify the main contact. Call to make an appointment and meet to find out what services they might need that we provide. We use the fact finding planning sheet designed by Linda Zumstein "10 Principles of Becoming a Staffing Industry Consultant; which would identify clearly the role we would play on assignment.

1. Key Contacts for each buying activity.
2. Their main service and how do we match skills to need.
3. What are the changes that affect this buying activity?
4. What sensitivities exist that we need to be aware of for information and materials on site?
5. What challenges do they anticipate over the next 6-12 months that will affect their operation?
6. How are they preparing for these needs?
7. What is their current staff?
8. What are their current provider(s).
9. What is goal that is being met or resolved through using our staffing services?
10. What is key to providing service to this buying activity?

It is important to know the organizational chart of the buying activity and what part of that activity we might serve. What is the root cause of a position becoming open for staffing?

Vi At this time we do not plan to subcontract.
We only placed administrative and office service positions.

After about six months of requests for other types of position, we realized that our client needed more than administrative. We began working in other types of placements. We grew from a very small staffing company with 3-4 employees to 150 employees working in administrative, professional, medical, and light industrial.

We are members of American Staffing, and SHRM so we have good policies and procedures in place that guide our compliance to all best practice. We provide traditional temporary help, temp-to-hire, pay rolling, as well as direct hire. We work with local banks, small businesses, private offices, colleges, and industry.

Our corporate experience has caused to grow in our ability to cover the whole state of West Virginia branches in Bluefield, Princeton, and Beckley, West Virginia. We use E-empact software that gives us the ability to store data in such away that we can access applicants easily by skill and service area. We have companies that always call us for temp-to hire and direct hire.

We serve the State Temp contract and work in office services positions. We are a certified DBE in West Virginia after setting for that review and providing all information that was necessary to researched and approved.

We are a family business with our son and daughter along with five other employees working to recruit qualified individuals who meet our criteria. They have to have a certain level of education, proper ID, two references that check positive, testing, drug testing and background checking. We have a mission statement to provide our client companies superior staffing solutions through qualified placement and to develop long term partnerships to maximize their productivity. To our associate, our mission is to provide first-rate employment opportunities through employment training and other professional development resources. To the communities in which we do business, our mission is to serve as a business leader in community service.

In 2006 I was Small Business Person of the Year and learned a great deal from that experience that would allow us to compete with other staffing companies and be using best practices each day as we serve our candidates and clients.

Technical Proposal Factor Four Quality Control

(I) Our internal process to assure quality is as follows:

1. Our staff is thoroughly trained and supported in all areas involved with employment and providing services through utilization of our support staff.
2. We have a policy and procedures manual to be used anytime there is a question about any of our services or departments.
3. We meet weekly as well as monthly to discuss any concerns or issues and also to communicate our progress on services needed and current order.
4. To register with our services, one must have two legal ID's, two references, minimum GED, interview well, pass a drug test and consent to any criminal or other types of background test that might be needed according to risk. We prefer that an online registration is used for ease of entry of information. We only interview, once they have been qualified through our system.
5. Applicants register on line to convey computer skills and use of technology; they provide their employment information and references.
6. The information is received and reviewed; if the information is complete they are received into our database.
7. If there is a match on skills and education needed, they are called, interviewed, reference checked, tested, drug tested, background checks are done and then our client is able to interview if they wish.
8. We work very hard to represent the assignment honestly as for what the details are of the request for support staff so there is no misrepresentation.
9. Assignments are offered based on education, skill, and experience as well as background and drug test.
10. Our employees are paid each Friday and in 20 years we have never missed a payroll or has anyone ever not gotten paid.
11. All taxes are submitted in full and on time.
12. We provide training where needed so the quality of our support staff so there is consistency in performance and communication. We work very hard to establish a relationship of support with our staff for long term placements opportunities.

- (ii) Identify the individuals who will directly supervise or review projects specifically regarding quality control.
Each coordinator is responsible for the quality of their support staff placed. The individual communicates directly to their coordinator if there is any kind of problem. Coordinators are assigned to certain regions.
- (iii) We do not use subcontractors.
- (iv) We do a follow up call early in the assignment and make sure our client know they should let us know if there is a concern of any kind. Our emergency numbers are available during evenings.
- (v) Our system keeps the names of our support staff that we have placed before and their performance evaluations so that all coordinators know about any history that exists. We can search through hot list and search by date, skill, location, any area we need and find qualified candidates. We have 20,000 candidates in our database from administrative, clerical, medical, legal, and light industrial.
- (vi) We have a staff of ten coordinators plus an evening staff that would move into place if we needed large amounts of people. Also our system will e-mail blast if needed so we could contact people easily with one stroke.



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

Solicitation

NUMBER
VNF1033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV

26301

304-627-2415

DATE PRINTED
12/12/2013

BID OPENING DATE:

01/02/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		964-65		
NURSE STAFFING SERVICES						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV VETERANS NURSING FACILITY, IS SOLICITING BIDS TO PROVIDE NURSE STAFFING SERVICES, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENT INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS.						
2. GENERAL TERMS AND CONDITIONS.						
3. VNF1033 SPECIFICATIONS.						
4. CERTIFICATION AND SIGNATURE PAGE.						
5. PURCHASING AFFIDAVIT.						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM.						

PLEASE NOTE: THE PRICING PAGE WILL BE ISSUED UNDER SEPARATE ADDENDUM.						

12/31/13 09:43:41AM West Virginia Purchasing Division						

SIGNATURE	TELEPHONE	DATE
<i>Commie Saunders</i>	304-344-4733	12/30/13
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	350688283	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - ☒ A pre-bid meeting will not be held prior to bid opening.
 - ☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

 - ☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: December 23, 2013 at 12:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: January 2, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



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

Solicitation

NUMBER
VNF1033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV

26301

304-627-2415

DATE PRINTED

12/12/2013

BID OPENING DATE:

01/02/2014

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		964-65		
NURSE STAFFING SERVICES						
OPEN-END CONTRACT						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WV VETERANS NURSING FACILITY, IS SOLICITING BIDS TO PROVIDE NURSE STAFFING SERVICES, PER THE ATTACHED SPECIFICATIONS.						
ATTACHMENT INCLUDE:						
1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS.						
2. GENERAL TERMS AND CONDITIONS.						
3. VNF1033 SPECIFICATIONS.						
4. CERTIFICATION AND SIGNATURE PAGE.						
5. PURCHASING AFFIDAVIT.						
6. RESIDENT VENDOR PREFERENCE (RVP) FORM.						

PLEASE NOTE: THE PRICING PAGE WILL BE ISSUED UNDER SEPARATE ADDENDUM.						

SIGNATURE

Connie Saunders
President

TELEPHONE

3043444733

DATE

12/30/13

TITLE

FEIN

550688283

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.



A pre-bid meeting will not be held prior to bid opening.



A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:



A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: December 23, 2013 at 12:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID
 BUYER: Tara Lyle
 SOLICITATION NO.: VN F1033
 BID OPENING DATE: Jan 2 2014
 BID OPENING TIME: 1:30 pm
 FAX NUMBER: 304 6272415

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: January 2, 2014 at 1:30 pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order 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 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 **"Purchase Order"** 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 successful bidder and Contract holder.
 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 **"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.

000006

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



Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director 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. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall 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 Purchase Order 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. **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.

7. **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.

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

- ☐ **BID BOND:** All Vendors shall furnish a 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 issued and 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 issued and 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.

- ☐ **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.
- ☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
- ☒ **Commercial General Liability Insurance:**
\$1,000,000.00 or more.
 - ☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
 - ☒ Bodily Injury (including death) \$500,000.00 per person with a minimum of
 - ☐ \$1,000,000.00 per occurrence.
 - ☒ Property damage with a minimum of \$1,000,000.00 per occurrence.
 - ☒ Professional liability with a minimum of \$1,000,000.00 per occurrence.
 - ☐

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 above.

☒ **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.

☒ See Section 3 - Qualifications in the specifications.

☒ See Section 4.1.1 in the specifications

☐
☐

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.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount
for

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.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. 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.

17. 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, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority-owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. 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.
- 24. 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 cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. 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.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. 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.
- 31. 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). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.

38. [RESERVED]

39. 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>.

40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order 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.

- 43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid 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 RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid 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 on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid 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.

- 44. 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.

- 45. 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.

- 46. 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.

- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. 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.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any 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.
- 50. 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.
- 51. 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.

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. 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
- b. 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.

53. 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.

REQUEST FOR QUOTATION
VNF1033 – Direct Care Staffing Services

000018

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of W V Veterans Nursing Facility to establish an open-end contract for “locum-tenens” Registered Nurse(s), Licensed Practical Nurse(s), Health Services Worker(s) (Certified Nursing Assistant) to comply with staffing needs of the State owned and operated facility.
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 Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as VNF1033.
 - 2.4 **“RN” means Registered Nurse.**
 - 2.5 **“LPN” means Licensed Practical Nurse**
 - 2.6 **“CNA” means Certified Nursing Assistant.**
 - 2.7 **“HSW” means Health Services Worker.**
 - 2.8 **“Agency” means WV Veterans Nursing Facility.**
3. **QUALIFICATIONS:** Vendor(s) must have the following minimum qualifications.
 - 3.1
 - a. RN’s must hold a valid WV Registered Nurse License.
 - b. LPN’s must hold a valid Licensed Practical Nurse License.
 - c. CNA’s must hold a valid Certification as a WV Certified Nurse Assistant.
 - 3.2 Must have knowledge of Federal & State Long Term Care (LTC) regulations.
 - 3.3 Must have a current Cardiopulmonary Resuscitation (CPR) Card.

4. GENERAL REQUIREMENTS:

4.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

4.1.1 REGISTERED NURSE(S) SERVICES:

VENDOR SHALL PROVIDE DOCUMENTATION TO THE WVNF FACILITY PRIOR TO BEING PLACED IN FACILITY FOR WORK, A COMPETENCY ASSESSMENT WHICH INCLUDES AGE-SPECIFIC AND CULTURAL COMPETENCIES FOR SERVICES PROVIDED FOR RESIDENTS. RN(S) MUST HAVE AT LEAST (1) YEAR OF WORKING EXPERIENCE IN THE AREA ASSIGNED. A COMPLETED APPLICATION OR RESUME MAY BE PROVIDED AS PROOF OF EXPERIENCE.

4.1.2 RN(s) must be licensed by the West Virginia Board of Nurses.

4.1.3 RN(s) must have a minimum of one (1) year experience as a Long Term Care Facility RN.

4.1.4 RN(s) must oversee the work of inexperienced (RN's), (LPN's), (CNA's), as assigned.

4.1.5 RN(s) must participate in Treatment Team (Care Plan, not treatment team) Meetings to develop Individualized Treatment (Care) Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize positive behavioral results.

4.1.6 RN(s) must administer medications as prescribed by treating Physician(s).

4.1.7 RN(s) must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the facility, this will be discussed in great detail during the facility orientation.

REQUEST FOR QUOTATION
VNF1033 – Direct Care Staffing Services

000020

4.1.8 RN(s) must oversee all medical related emergencies.

4.1.9 RN(s) will provide for the emotional and physical comfort and safety of the residents.

4.1.10 RN(s) must respond to inquiries of family members, advocates, and other interested parties, ensuring adherence to the Confidentiality Laws, and the HIPPA Regulations.

4.1.11 RN(s) must adhere to the mandatory overtime policy and guidelines set by the facility.

4.1.2 Licensed Practical Nurse(s) Services

4.1.2.1 LPN(s) must be licensed by West Virginia Board of Nurses.

4.1.2.2 LPN(s) must assist professional nursing & medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, and assisting in care planning and recording.

4.1.2.3 LPN(s) must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medications according to the Physician Order.

4.1.2.4 LPN(s) must ensure timely documentation into patients' electronic medical records, per the policies, procedures and common practices of the facility that will be discussed in great detail during the facility orientation.

4.1.2.5 LPN(s) must screen residents and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination area; give injections and immunization; instruct residents in the use of medications and possible side effects.

4.1.2.6 LPN(s) will provide for the emotional and physical comfort and safety of the residents.

4.1.2.7 LPN(s) must assist patients (residents) with activities of daily living such as grooming and personal hygiene.

REQUEST FOR QUOTATION
VNF1033 – Direct Care Staffing Services

000021

4.1.2.8 LPN(s) must respond to inquiries of family members, advocates, and other interested parties, ensuring adherence to the Confidentiality Laws and the HIPPA Regulations.

4.1.2.9 LPN(s) must have successfully completed a course in Intravenous therapy and training in venipuncture which permits the LPN(s) to start Intravenous fluids if necessary.

4.1.2.10 LPN(s) must adhere to the mandatory overtime policy and guidelines set by the facility.

4.1.3 CERTIFICATE NURSING ASSISTANT SERVICES

4.1.3.1 CNA(S) must be certified and in good standing with the West Virginia Nurse Aide Registry.

4.1.3.2 CNA(S) will be responsible for direct care services to residents in a Nursing Home Long Term Care setting.

4.1.3.3 CNA(S) must provide support and assistance with daily activities as directed by supervisor.

4.1.3.4 CNA(s) must adhere to the mandatory overtime policy and guidelines set by the facility.

4.1.3.5 CNA(S) must have a High School Diploma or GED.

4.2.1 VENDOR RESPONSIBILITIES:

4.2.1.1 Successful vendor must be qualified healthcare professional to accommodate the Facility's needs and must be registered with the State of WV Purchasing Division as a vendor.

4.2.1.2 Successful vendor must provide healthcare staffing as requested by the Facility to be compatible with week-to-week needs. Assignments also may be for specified period of times as agreed upon in writing.

4.2.1.3 Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers, compensation, general and professional liability premiums.

REQUEST FOR QUOTATION
VNF1033 – Direct Care Staffing Services

- 4.2.1.4 Successful vendor shall provide the Facility with information on each healthcare staff member according to the state and federal standards, including applications. These must be sent to the facility along with the listing of possible candidates to interview: CPR Certification; references; confidentiality agreement, and other requested documents such as current physical examination, immunization records, negative 9-panel drug screening and licensure confirmation. No nurse providing services to the Facility under this agreement will have been investigated and substantiated by the Board of Nursing or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.2.1.5 Successful vendor and healthcare staff must comply with all Agency/Facility policies and procedures.
- 4.2.1.6 Successful vendor shall ensure the following regarding the staff to be provided:
- A. Has completed the required training and education.
 - B. Possess a current valid certification and/or professional license and with the State of West Virginia.
 - C. Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series.
 - D. If Agency request CNA and a Registered Nurse and/or Licensed Practical Nurse is provide instead the Agency will only agree to pay CNA rate. If a LPN is requested and a Registered Nurse is provided instead the Agency will only agree to pay LPN rate.
 - E. Vendor will agree to provide required number of staff needed for a shift or/and assignment at least two (2) hours prior to the start of the shift or assignment, to be worked.

REQUEST FOR QUOTATION
VNF1033 – Direct Care Staffing Services

4.2.1.7 Successful Vendor must incorporate into the bid, all inclusive fees, any anticipated costs, and travel related expenses, administrative and overhead cost.

4.2.1.8 Facility will **not** allow any previous employee who was dismissed for disciplinary or performance reasons by a State facility or office to return and work through the staffing vendor.

4.3.1 DUTIES AND RESPONSIBILITIES OF THE FACILITY

4.3.1.1.1 Agency agree to pay overtime, any hours in excessive defined as any hours past eight (8) hours a day will be considered overtime and the vendor will be paid the additional rate listed under the overtime portion on the bid sheet.

4.3.1.1.2 Agency shall cancel any shift; it shall notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.

5 CONTRACT AWARD:

5.1 **Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contracted Services. The Contract will be a progressive award with multiple vendors. Award will be made for low bid to high and usage will be in the same manner. If the low bid cannot provide the needs for the Facility at the requested time, the second low bid will be contacted. We will allow 48 hours for vendor to determine if they will be able to meet our needs.

5.2 **Pricing Pages:** Vendor should complete the Pricing Pages by providing the unit cost; total cost; and pricing for overtime for the following positions: RN's, LPN's and CNA's. Vendor should complete the Pricing Page in its entirety as failure to complete the Pricing page in its entirety may result in the Vendor's bid being disqualified.

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

REQUEST FOR QUOTATION
VNF1033 – Direct Care Staffing Services

000024

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

- 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 AND PAYMENT: PAYMENT:** Agency shall pay as described in section 7.1, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7.1 **Payment:** The vendor shall submit monthly invoices, in arrears, on a monthly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided pursuant to the terms of the contract. For tracking purposes only, the Vendor will provide the Agency a monthly spreadsheet to complete hours worked. These spreadsheets are collected monthly by the Business Office.

The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.

State law forbids payment of invoices prior to receipt of services.

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

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

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

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

REQUEST FOR QUOTATION
VNF1033 – Direct Care Staffing Services

000025

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

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

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

10. VENDOR DEFAULT:

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

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

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

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

10.1.4 Failure to remedy deficient performance upon request.

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

10.2.1 Cancellation of the Contract.

10.2.2 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: Valerie Boyles/Spencer Sweetie

Telephone Number: 304-344 4733 #17

Fax Number: 304 325 6811

Email Address: bvalerie@frontier.com

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Saunders Offspring Medical Services
(Company)

Connie Saunders
(Authorized Signature)

Ronnie Saunders, President
(Representative Name, Title)

304 344 4733 304 325 6817
(Phone Number) (Fax Number)

12/30/13
(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Saunders Shopping, Inc.

Authorized Signature: Connie Saunders Date: 12/30/13

State of West Virginia

County of Merced, to-wit:

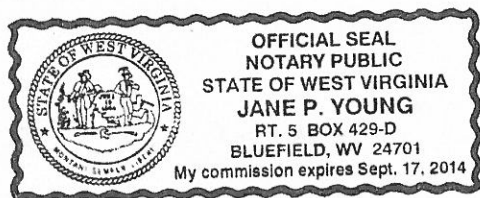
Taken, subscribed, and sworn to before me this 30th day of December, 2013.

My Commission expires Sept. 17, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC

Jane P. Young
Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

☒ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% resident vendor preference for the reason checked:

☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% resident vendor preference for the reason checked:

☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

4. Application is made for 5% resident vendor preference for the reason checked:

☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

☒ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder:

Zander Steffen (McDunn)

Signed:

Corum

Date:

12/30/13

Title:

President



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

Solicitation

NUMBER
VNF1033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV
26301 304-627-2415

S
H
I
P
T
O

DATE PRINTED

12/12/2013

BID OPENING DATE:

01/02/2014

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 1						
0001		LS		964-65		
	1					
NURSE STAFFING SERVICES						
***** THIS IS THE END OF RFQ					VNF1033 ***** TOTAL:	869055.44

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: VNF1033**Addendum Number: 1**

The purpose of this addendum is to modify the solicitation identified as VNF1033 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Pricing page attached.
2. To add the follow subsection to the specifications –

4.1.2.11 LPNs must work a 12-hour shift when on duty.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1033

000004

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Saunders Staffing Medical Division
Company
Chris Saunders
Authorized Signature
12/20/13
Date

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

VNF1033 Nurse Staffing Services - Pricing Page

Item No.	Description of Services	Estimated # of Hours	Unit Price	Extended Price
	Registered Nurse Shifts			
1	Regular Rate	2,500	42.10	105,250.00
2	Overtime Rate	500	63.14	31,570.00
3	Holiday Rate	144	92.61	13,335.84
	Licensed Practical Nurse Shifts			
7	Regular Rate	25,000	25.26	631,500.00
8	Overtime Rate	520	37.89	19,702.80
9	Holiday Rate	144	50.52	7,274.88
	Certified Nursing Assistant Shifts			
13	Regular Rate	2,520	16.84	42,436.80
14	Overtime Rate	520	25.26	13,135.20
15	Holiday Rate	144	33.68	4,849.92

GRAND TOTAL: 869,055.44

This is a progressive award contract and the award will be made to the Vendors with the lowest GRAND TOTALS to the highest GRAND TOTAL (respectively) meeting the required mandatory specifications. EXAMPLE: Lowest will be Vendor "A", second lowest will be VENDOR "B" And so on

Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next bidder and so on, until one of the Vendors awarded the contract, can cover the immediate needs.

The number of hours is only an estimation to be used for bid, we may require more or less hours than stated above.

Vendor Name:

Contact Name:

Address:

Phone No.:

Fax No.:

Saunders Staffing (Medical Division)
Connie Saunders
400 North Street
Bluefield WV 26070
304 325 3369 304 344 4733
304 325 6817

0000003



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

Solicitation

NUMBER
VNF1033

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV
26301 304-627-2415

S
H
I
P
T
O

DATE PRINTED

12/12/2013

BID OPENING DATE:

01/02/2014

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	ADDENDUM NO. 1					
	SEE ATTACHED PAGES.					
	END OF ADDENDUM NO. 1					
	1	LS		964-65		
	NURSE STAFFING SERVICES					
***** THIS IS THE END OF RFQ VNF1033 ***** TOTAL:						

SIGNATURE <i>Amie Samuels</i>	TELEPHONE 3043444733	DATE 12/30/13
TITLE President	FEIN 550688283	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: VNF1033

000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as VNF1033 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Pricing page attached.
2. To add the follow subsection to the specifications –

4.1.2.11 LPNs must work a 12-hour shift when on duty.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1033

000004

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Saunders Staffing (Medical Hxusson)

Company

Comm Saunders

Authorized Signature

12/30/13

Date

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



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

Solicitation

NUMBER	PAGE
VNF1033	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

S
H
I
P
T
O

DIVISION OF VETERANS AFFAIRS
VETERANS NURSING FACILITY

ONE FREEDOMS WAY
CLARKSBURG, WV
26301

304-627-2415

DATE PRINTED

12/23/2013

BID OPENING DATE:

01/02/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 2		
0001	1	LS		964-65		
				NURSE STAFFING SERVICES		
				***** THIS IS THE END OF RFQ	VNF1033 ***** TOTAL:	869,055.44

SIGNATURE <i>Anna S. ...</i>	TELEPHONE 304 344 4733	DATE 12/30/13
TITLE President	FEIN 550688283	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: VNF1033**Addendum Number: 2**

The purpose of this addendum is to modify the solicitation identified as VNF1033 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Responses to vendor questions attached.
2. The bid opening remains January 2, 2014 at 1:30 pm.

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

Terms and Conditions:

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

ATTACHMENT A**Questions:**

- Q1: Should vendors identify the bid type as either technical or cost on the face of each bid envelope submitted considering this is an RFQ response?
- A1: The section on page 4 of the documentation regarding the technical and cost only applies to a Request for Proposal (RFP).
- Q2: On p. 4 it says that for an RFP the vendor shall submit one original technical and one original cost proposal. As this is not an RFP, please clarify how many originals and copies of the RFQ the state is requesting.
- A2: We require a bid to be submitted to the Purchasing Division by the bid opening date and time as noted in the RFQ.

Other Information:

1. No additional questions will be accepted on this RFQ.
2. The bid opening date remains on January 2, 2014 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: VNF1033

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 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.

Saucers Stuffing Med
Company

Comer Saucers
Authorized Signature

12/30/13
Date

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

VNF1033 Nurse Staffing Services - Pricing Page

Item No.	Description of Services	Estimated # of Hours	Unit Price	Extended Price
	Registered Nurse Shifts			
1	Regular Rate	2,500	42.10	105,250.00
2	Overtime Rate	500	63.14	31,570.00
3	Holiday Rate	144	92.61	13,335.84
	Licensed Practical Nurse Shifts			
7	Regular Rate	25,000	25.26	631,500.00
8	Overtime Rate	520	37.89	19,702.80
9	Holiday Rate	144	50.52	7,274.88
	Certified Nursing Assistant Shifts			
13	Regular Rate	2,520	16.84	42,436.80
14	Overtime Rate	520	25.26	13,135.20
15	Holiday Rate	144	33.68	4,849.92

GRAND TOTAL: 869,055.44

This is a progressive award contract and the award will be made to the Vendors with the lowest GRAND TOTALS to the highest GRAND TOTAL (respectively) meeting the required mandatory specifications. EXAMPLE: Lowest will be Vendor "A", second lowest will be VENDOR "B" And so on

Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next bidder and so on, until one of the Vendors awarded the contract, can cover the immediate needs.

The number of hours is only an estimation to be used for bid, we may require more or less hours than stated above.

Vendor Name:

Contact Name:

Address:

Phone No.:

Fax No.:

Gaudy Staffing (Med Division)

Connie Gaudy

*409 N St
Bluefield WV 26001*

*304 344 4793 304 325 3369
304 325 6817*

000003