

Quotation

Submittal To:



05/19/16 14:36:04
WV Purchasing Division

State of West Virginia

Request for Quotation "Temporary Staffing Services RFQ - CRFQ 0212 SWC1600000009"

Proposal Due Date: 05/19/2016

Submitted by:



6750 N Andrews Ave, Suite 200
Ft. Lauderdale, FL 33309
Tel: (954) 938 - 2800
Fax: (954) 938 - 2004
www.radgov.com

BID RECEIVED LATE
BUYER
WITNESS
DISQUALIFIED

Cover Letter



RADgov, Inc.
6750 N Andrews Ave, Suite 200
Ft. Lauderdale, FL 33309
Tel: (954) 938 - 2800
Fax: (954) 938 - 2004
www.radgov.com

May 18, 2016

Attn: Mark A Atkins
Buyer

**RE: Request for Quotation - Temporary Staffing Services RFQ - CRFQ 0212
SWC160000009.**

Dear Mr. Atkins,

RADgov Incorporated of Florida (henceforth referred to as RADgov) is pleased to submit a response for RFP **"Temporary Staffing Services"** to the **State of West Virginia ("State")**.

RADgov, Inc. is a Certified Minority and Women Owned Small Business Enterprise (WOSB) with eleven (11) years of experience in providing IT Consulting services. RADgov has proven capability in providing similar services and has been fulfilling the requirements of various Federal and State Governments clients as well as private clients in various projects of high level of complexities.

RADgov is amongst the leading temporary services provider organization in the nation and currently holds more than 70+ Contract's that are similar to current requirement. We share a strong relationship with our clients and have always strived to provide our best services and long lasting support. We leverage RADgov's experience and expertise in providing similar services to provide a dedicated team, timely response, qualified professionals and long lasting support.

Our partial client list includes 17th Judicial Circuit of Florida, Office of The Public Defender - 19th Judicial Circuit, Northrop Grumman Corporation, Montclair State University, St. John's River Water Management District - Florida, AstraZeneca, Johnson & Johnson, Kimberly Clark, Harris Bank, Unisys, etc...

We meet all the requirements set by State in this RFQ and will comply with Terms and Conditions set in RFQ.

Please find our proposal enclosed and should you need any clarification regarding our proposal, please feel free to call me at (954) 938 - 2800 or via email clee@radgov.com.

Sincerely,

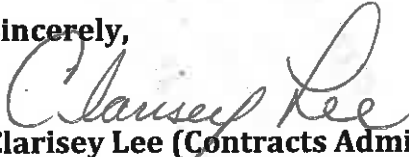
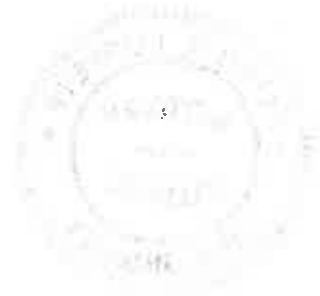

Clarisey Lee (Contracts Administrator)
RADgov, Inc.

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1 Purchasing Affidavit

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: RADgov Inc.

Authorized Signature: Chaisee Lee Date: 05/18/2016

State of NEW JERSEY

County of MIDDLESEX, to wit:

Taken, subscribed, and sworn to before me this 18TH day of MAY, 2016

My Commission expires 11-19, 2017

AFFIX SEAL HERE

NOTARY PUBLIC



Ellen K. Loprete
Purchasing Affidavit (Revised 01/01/2015)

ELLEN K. LOPRETE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 11/19/2017





**Temporary Staffing Services
RFQ - CRFQ 0212 SWC160000009**

2 CRFQ Form 1

	Purchasing Division 2019 Washington Street East Post Office Box 92190 Charleston, WV 25305-0190	State of West Virginia Request for Quotation 34 - Service - Prof
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Proc Folder: 211609			
Doc Description: STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-22	2016-05-19 13:30:00	CRFQ 0212 SWC160000009	1

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

VENDOR
Vendor Name, Address and Telephone Number: RADgov, Inc 8750 N. Andrews Ave, Suite 200, Fort Lauderdale, Florida 33309 Phone: (954) 938 2800

FOR INFORMATION CONTACT THE BUYER	
Mark A Atkins (304) 559-2387 mark.a.atkins@wv.gov	

Signature:	FEN# 20-2752000	DATE: 05/18/2016
All offers subject to all terms and conditions contained in this solicitation		



**Temporary Staffing Services
RFQ - CRFQ 0212 SWC160000009**

3 CRFQ Form 2

	Purchasing Division 2019 Washington Street East Post Office Box 60199 Charleston, WV 25305-0199	State of West Virginia Request for Quotation 34 — Service - Prof

Proc Folder: 216609				
Doc Description: ADDENDUM_1				
Proc Type: Statewide MA (Open End)				
Date Issued	Solicitation Closes	Solicitation No		Version
2016-05-11	2016-05-19 13:30:00	CRFQ	0212 SWC160000009	2

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

VENDOR	
Vendor Name, Address and Telephone Number:	
RADgov Inc 6750 N Andrews Ave, Suite 200 Fort Lauderdale, Florida 33309 Phone: (954) 038 2800	

FOR INFORMATION CONTACT THE BUYER		
Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov		
Signature: <i>Clairsey Lee</i>	FEM # 20-2750080	DATE 05/18/2016

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



4 Addendum Acknowledgement Form

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SWC160000009

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

 RADgov, Inc.
 Company
Clarisee Lee

 Authorized Signature
 05/18/2016

 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/7/2012



5 Certification and Signature Page

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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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 _____ upon 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 should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. 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.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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

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

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

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

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

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

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

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.

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

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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.

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: In the amount of one million dollars (\$1,000,000.00) or more.

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

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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.

-
-
-
-

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

10. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

N/A

for N/A

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.

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

13. 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.

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

15. 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.

16. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

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

18. 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.

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

20. PREVAILING WAGE: Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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

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

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

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

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6, i.e. Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

34. 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.

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

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

Revised 10/27/2015



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

37. 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.

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

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. 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.

Revised 10/27/2015



**Temporary Staffing Services
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41. 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.

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

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

Revised 10/27/2015



43. 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.

Revised 10/27/2015



**Temporary Staffing Services
RFQ - CRFQ 0212 SWC160000009**

CERTIFICATION AND SIGNATURE PAGE

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

RADgov, Inc.

(Company)

Cladsey Lee (Contracts Administrator)

(Authorized Signature) (Representative Name, Title)

(954) 938 2800 (954) 938 2004 05/18/2016

(Phone Number) (Fax Number) (Date)

Revised 10/27/2015



**Temporary Staffing Services
RFQ - CRFQ 0212 SWC160000009**

6 Quotation

REGION 1:

NOTE: If you do not cover entire region, circle counties where you do supply temporaries.

REQUEST FOR QUOTATION
CRFQ SWC160000009
TEMP16
Temporary Staffing Services

EXHIBIT A

Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*
Accounting Technician 2	\$29.38	\$ 2.82	\$ 5.72	\$37.92
Administrative Services Assistant 1	\$16.44	\$ 2.06	\$ 4.85	\$23.34
Administrative Services Assistant 2	\$19.89	\$ 2.49	\$ 5.87	\$28.24
Cook	No Bid	No Bid	No Bid	No Bid
Custodian	No Bid	No Bid	No Bid	No Bid
Data Entry Operator 2	\$14.35	\$ 1.78	\$ 4.20	\$20.34
Executive Secretary	\$21.29	\$ 2.66	\$ 5.28	\$30.23
Groundskeeper	No Bid	No Bid	No Bid	No Bid
Health Service Worker	\$19.21	\$ 2.40	\$ 5.67	\$27.28
Laboratory Assistant 3	\$22.79	\$ 2.72	\$ 6.43	\$31.94
Laborer	No Bid	No Bid	No Bid	No Bid
Mail Runner	\$13.08	\$ 1.64	\$ 3.86	\$18.57
Office Assistant 2	\$16.11	\$ 2.08	\$ 4.75	\$22.88
Office Assistant 3	\$17.00	\$ 2.13	\$ 5.02	\$24.14
Printer	No Bid	No Bid	No Bid	No Bid
Paralegal	\$23.77	\$ 2.97	\$ 7.01	\$33.75
Parking Attendant	No Bid	No Bid	No Bid	No Bid
Word Processor	\$14.97	\$ 1.87	\$ 4.42	\$21.26

* Vendor should add their Worker Rate + Withholding Rate + Overhead Rate and enter that number into the Total Rate box.

Vendor Name: RADgov, Inc.
 Contact Person: Clarisey Lee
 Phone #: 1954 938 2800
 Fax #: 1954 938 2004
 Email: cllee@radgov.com

Signature: *Clarisey Lee*

Date: 05/18/2016

REGION 1

Please type or write legibly



Temporary Staffing Services RFQ - CRFQ 0212 SWC160000009

REGION 2:

NOTE: If you do not cover entire region,
circle counties where you do supply
temporarily.

REQUEST FOR QUOTATION

CRFQ SWC160000009

TEMP16

Temporary Staffing Services

EXHIBIT A

Mason	Cabell	Wayne	Mingo	Logan	Boone	Lincoln	Kanawha	Putnam	Boone	Jackson																																																																																																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Classification</th> <th style="width: 15%;">Worker Pay Rate</th> <th style="width: 15%;">Withholding Rate</th> <th style="width: 15%;">Overhead Rate</th> <th style="width: 25%;">Total Rate*</th> </tr> </thead> <tbody> <tr> <td>Accounting Technician 2</td> <td>\$19.38</td> <td>\$ 2.42</td> <td>\$ 5.72</td> <td>\$27.52</td> </tr> <tr> <td>Administrative Services Assistant 1</td> <td>\$16.44</td> <td>\$ 2.06</td> <td>\$ 4.85</td> <td>\$23.34</td> </tr> <tr> <td>Administrative Services Assistant 2</td> <td>\$18.89</td> <td>\$ 2.49</td> <td>\$ 5.87</td> <td>\$27.24</td> </tr> <tr> <td>Cook</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> </tr> <tr> <td>Custodian</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> </tr> <tr> <td>Data Entry Operator 2</td> <td>\$14.25</td> <td>\$ 1.78</td> <td>\$ 4.20</td> <td>\$20.24</td> </tr> <tr> <td>Executive Secretary</td> <td>\$21.29</td> <td>\$ 2.66</td> <td>\$ 6.28</td> <td>\$30.23</td> </tr> <tr> <td>Groundskeeper</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> </tr> <tr> <td>Health Service Worker</td> <td>\$19.21</td> <td>\$ 2.40</td> <td>\$ 5.67</td> <td>\$27.28</td> </tr> <tr> <td>Laboratory Assistant 3</td> <td>\$21.79</td> <td>\$ 2.72</td> <td>\$ 6.49</td> <td>\$30.99</td> </tr> <tr> <td>Laborer</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> </tr> <tr> <td>Mail Runner</td> <td>\$13.08</td> <td>\$ 1.64</td> <td>\$ 3.96</td> <td>\$18.57</td> </tr> <tr> <td>Office Assistant 2</td> <td>\$16.11</td> <td>\$ 2.01</td> <td>\$ 4.75</td> <td>\$22.88</td> </tr> <tr> <td>Office Assistant 3</td> <td>\$17.00</td> <td>\$ 2.13</td> <td>\$ 5.02</td> <td>\$24.14</td> </tr> <tr> <td>Painter</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> </tr> <tr> <td>Paralegal</td> <td>\$23.77</td> <td>\$ 2.97</td> <td>\$ 7.01</td> <td>\$33.75</td> </tr> <tr> <td>Parking Attendant</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> <td>No Bid</td> </tr> <tr> <td>Word Processor</td> <td>\$14.97</td> <td>\$ 1.87</td> <td>\$ 4.42</td> <td>\$21.25</td> </tr> </tbody> </table>															Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*	Accounting Technician 2	\$19.38	\$ 2.42	\$ 5.72	\$27.52	Administrative Services Assistant 1	\$16.44	\$ 2.06	\$ 4.85	\$23.34	Administrative Services Assistant 2	\$18.89	\$ 2.49	\$ 5.87	\$27.24	Cook	No Bid	No Bid	No Bid	No Bid	Custodian	No Bid	No Bid	No Bid	No Bid	Data Entry Operator 2	\$14.25	\$ 1.78	\$ 4.20	\$20.24	Executive Secretary	\$21.29	\$ 2.66	\$ 6.28	\$30.23	Groundskeeper	No Bid	No Bid	No Bid	No Bid	Health Service Worker	\$19.21	\$ 2.40	\$ 5.67	\$27.28	Laboratory Assistant 3	\$21.79	\$ 2.72	\$ 6.49	\$30.99	Laborer	No Bid	No Bid	No Bid	No Bid	Mail Runner	\$13.08	\$ 1.64	\$ 3.96	\$18.57	Office Assistant 2	\$16.11	\$ 2.01	\$ 4.75	\$22.88	Office Assistant 3	\$17.00	\$ 2.13	\$ 5.02	\$24.14	Painter	No Bid	No Bid	No Bid	No Bid	Paralegal	\$23.77	\$ 2.97	\$ 7.01	\$33.75	Parking Attendant	No Bid	No Bid	No Bid	No Bid	Word Processor	\$14.97	\$ 1.87	\$ 4.42	\$21.25
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<p>Vendor Name: <u>RADgov, Inc.</u></p> <p>Contact Person: <u>Clarissa Lee</u></p> <p>Phone #: <u>(954) 938 2500</u></p> <p>Fax #: <u>(954) 938 2094</u></p> <p>Email: <u>clv@radgov.com</u></p> <p>Signature: <u><i>Clarissa Lee</i></u> Date: <u>05/18/2016</u></p>																																																																																																													

REGION 2

Please type or write legibly.



Temporary Staffing Services RFQ - CRFQ 0212 SWC160000009

REGION 3

NOTE: If you do not cover an/line region,
circle counties where you do supply
temporarily.

REQUEST FOR QUOTATION

CRFQ SWC160000009

TEMP16

Temporary Staffing Services

EXHIBIT A

Lewis	Upshur	Randolph	Putnam	Hobby	Grant	Hampshire	Mineral	Morgan	Barkeley	Jefferson	Tucker	Barbour	Taylor	Preston
Classification														
		Worker Pay Rate		Withholding Rate		Overhead Rate		Total Rate*						
Accounting Technician 2		\$19.38		\$ 2.42		\$ 5.72		\$27.52						
Administrative Services Assistant 1		\$16.44		\$ 2.06		\$ 4.85		\$23.34						
Administrative Services Assistant 2		\$19.89		\$ 2.49		\$ 5.87		\$28.24						
Cook		No Bid		No Bid		No Bid		No Bid						
Custodian		No Bid		No Bid		No Bid		No Bid						
Data Entry Operator 2		\$14.25		\$ 1.78		\$ 4.20		\$20.24						
Executive Secretary		\$21.29		\$ 2.86		\$ 6.28		\$30.23						
Groundskeeper		No Bid		No Bid		No Bid		No Bid						
Health Service Worker		\$19.21		\$ 2.40		\$ 5.67		\$27.28						
Laboratory Assistant 3		\$21.79		\$ 2.72		\$ 6.43		\$30.94						
Laborer		No Bid		No Bid		No Bid		No Bid						
Mop Runner		\$13.00		\$ 1.84		\$ 3.86		\$18.57						
Office Assistant 2		\$16.11		\$ 2.08		\$ 4.75		\$22.86						
Office Assistant 3		\$17.00		\$ 2.13		\$ 5.02		\$24.14						
Painter		No Bid		No Bid		No Bid		No Bid						
Paralegal		\$23.77		\$ 2.97		\$ 7.01		\$33.75						
Parking Attendant		No Bid		No Bid		No Bid		No Bid						
Word Processor		\$14.97		\$ 1.87		\$ 4.42		\$21.26						

* Vendor should add their Worker Rate + Withholding Rate + Overhead Rate and enter that number into the Total Rate box.

Vendor Name: RADgov, Inc.
 Contact Person: Clarisey Lee
 Phone #: (954) 938 2800
 Fax #: (954) 938 2004
 Email: cllee@radgov.com

Signature: *Clarisey Lee* Date: 05/18/2016

REGION 3

Please type or write legibly



**Temporary Staffing Services
RFQ - CRFQ 0212 SWC160000009**

REGION 4:

NOTE: If you do not cover entire region,
circle counties where you do supply
services.

REQUEST FOR QUOTATION
CRFQ SWC160000009
TEMP16
Temporary Staffing Services

EXHIBIT A

Braxton	Clay	Nichols	Fayette	Raleigh	Wyoming	McDowell	Mercer	Summers	Greenbrier	Pocahontas	Webster	Morgan																																																																																																		
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Administrative Services Assistant 2	\$19.89	\$ 2.49	\$ 5.67	\$28.04																																																																																																										
Cook	No Bid	No Bid	No Bid	No Bid																																																																																																										
Custodian	No Bid	No Bid	No Bid	No Bid																																																																																																										
Data Entry Operator 2	\$14.25	\$ 1.78	\$ 4.20	\$20.24																																																																																																										
Executive Secretary	\$21.29	\$ 2.66	\$ 6.28	\$30.23																																																																																																										
Groundskeeper	No Bid	No Bid	No Bid	No Bid																																																																																																										
Health Service Worker	\$19.21	\$ 2.40	\$ 5.67	\$27.28																																																																																																										
Laboratory Assistant 3	\$21.79	\$ 2.72	\$ 6.43	\$30.94																																																																																																										
Laborer	No Bid	No Bid	No Bid	No Bid																																																																																																										
Mail Runner	\$13.08	\$ 1.64	\$ 3.86	\$18.57																																																																																																										
Office Assistant 2	\$16.11	\$ 2.01	\$ 4.75	\$22.88																																																																																																										
Office Assistant 3	\$17.00	\$ 2.13	\$ 5.02	\$24.14																																																																																																										
Painter	No Bid	No Bid	No Bid	No Bid																																																																																																										
Paralegal	\$23.77	\$ 2.97	\$ 7.01	\$33.75																																																																																																										
Parking Attendant	No Bid	No Bid	No Bid	No Bid																																																																																																										
Word Processor	\$14.97	\$ 1.87	\$ 4.42	\$21.26																																																																																																										

* Vendor should add their Worker Rate + Withholding Rate + Overhead Rate and enter that number into the Total Rate box.

Vendor Name: RADgov, Inc.
 Contact Person: Charisee Lee
 Phone #: (954) 938 2000
 Fax #: (954) 938 2004
 Email: cllee@radgov.com

Signature: *Charisee Lee*

Date: **05/18/2016**

REGION 4

Please type or write legibly

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