



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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

Header

List View

General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 293344

Procurement Type: Central Master Agreement

Vendor ID: VS0000011686

Legal Name: Cynet Systems Inc.

Alias/DBA: Cynet Systems Inc.

Total Bid: \$378,480.00

Response Date: 02/17/2017

Response Time: 11:49

SO Doc Code: CRFQ

SO Dept: 0506

SO Doc ID: WEH1700000010

Published Date: 2/16/17

Close Date: 2/21/17

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum #1 - Temp Staffing of Lab Techs

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 293344
Solicitation Description : Addendum #1 - Temp Staffing of Lab Techs
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-21 13:30:00	SR 0506 ESR02131700000003768	1

VENDOR
VS0000011686 Cynet Systems Inc. Cynet Systems Inc.

Solicitation Number: CRFQ 0506 WEH1700000010

Total Bid : \$378,480.00 **Response Date:** 2017-02-17 **Response Time:** 11:49:55

Comments:

FOR INFORMATION CONTACT THE BUYER
 April Battle
 (304) 558-0067
 april.e.battle@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Medical Laboratory Technicians (MLT) (Regular Hours)	4160.00000	HOUR	\$26.000000	\$108,160.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Medical Laboratory Technicians (MLT) (Overtime Hours)	1040.00000	HOUR	\$39.000000	\$40,560.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Medical Laboratory Technicians (MLT) (Holiday Hours)	192.00000	HOUR	\$39.000000	\$7,488.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Medical Technicians (MT) (Regular Hours)	4160.00000	HOUR	\$34.000000	\$141,440.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Medical Technicians (MT) (Overtime Hours)	1040.00000	HOUR	\$51.000000	\$53,040.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Medical Technicians (MT) (Holiday Hours)	192.00000	HOUR	\$51.000000	\$9,792.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Medical Laboratory Technicians (MLT) Permanent Placement Fee	2.00000	EA	\$4,000.000000	\$8,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Medical Technicians (MT) Permanent Placement Fee	2.00000	EA	\$5,000.000000	\$10,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description : 5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

SOLICITATION NUMBER: CRFQ WEH1700000010

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ WEH1700000010 ("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. This addendum is for the attachment of vendor questions and responses.

No other changes.

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.: CRFQ WEH1700000010

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:

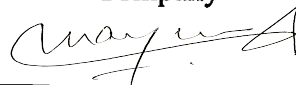
(Check the box next to each addendum received)

- | | |
|--|--|
| <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 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.

Cynet Systems Inc.

Company



Authorized Signature

02/17/2017

Date

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

1. Exhibit A – Pricing Page- Paper Recycling Are we supposed to fill and submit Exhibit A as a part of our response? If Yes kindly clarify being a staffing vendor which option are we supposed to fill and what is the significance of this form?

A.1. Specification 5.2 states, “Pricing Pages: Vendor should complete the Pricing Page by providing the unit cost per hour; multiplying the unit cost per hour by the estimated number of hours to get the total cost for the number of estimated hours; and vendor should insert pricing for an amount for a one time per permanent placement fee for all of the following positions, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor’s bid: MT, MLT; 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.”

Vendor may enter pricing online at the WVOASIS vendor self-service portal, but documentation for the needed information contained on the pricing page concerning Vendor contact information and References must still be submitted.

2. Vendor Preference certificate – Subdivision 7 It says “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.” We are a certified Minority & Women owned business certified from NMSDC, CPUC and State of VA. Do we qualify for this preference? If No do we still need to submit this form if we do not qualify for the preference?

A.2 Vendor’s are to complete the Vendor Preference certificate if any of the sections apply to your business. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable. The form does not have to be completed if the vendor does not qualify for the preference.

3. Supplemental Information Can we submit a document with a cover letter or supplemental information for demonstrating our experience and capabilities?

3.1 Yes.

4. Registration Can we pay the registration fee \$125 upon receiving the award notification?

A.4. Registration within WVOASIS and the paid fee of \$125.00 must be completed prior to award.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Section 13 states

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

Q.5. Local Preference Do you have a local Preference?

A.5 No.

Q.6. Awards How many awards do you intend to make for this opportunity?

**A. 6 Information is provided on Attachment A Pricing Page and within the Specifications Section 5.1 Contract Award:
Attachment A Pricing Page states,
“Evaluation and Award Criteria: This is a progressive award contract and the award will be made to the Vendors with the lowest Grand Total Cost 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 lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs.”**

Section 5.1 Contract Award states,

‘The Contract will be a progressive award with multiple vendors. A progressive award will be made as low bid will be vendor “A”, the next lowest vendor will be vendor “B” until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost 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 lowest bidder and so on, until one of the vendors awarded the contract, can cover the

immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility will allow 48 hours for vendor to determine if they will be able to meet our needs.”

7. RFQ Specifications 4.1.1.5 MLT(s) must perform minor maintenance and calibrations of diagnostic equipment – can you please elaborate on this skill?

A.7 Must perform daily, weekly, monthly maintenance on Dimensions, Coulters, Sysmexs, Clinitek, cell washer, and plasma thawer. Must perform chemistry calibrations on analytes as they are needed.

8. Instructions to Vendors Submitting Bids – General Terms and Conditions: 7. Required Documents-License(s)/Certifications/Permits - Are you requesting supporting documents with resumes to accompany bid prior to award?

A. 8 Documents-Licenses/Certifications/Permits will be required upon request. Facility will notify the successful vendor of the number and specialty of the staff needed for an assignment and the estimated length of the assignment.

9. Is a vendor currently providing these services?

A.9 Yes, we currently have three vendors

10. If there is a vendor currently providing these services, are you able to provide the name of the vendor, as well as current pay/bill rate information?

A. 10 Vendor A SAUNDERS STAFFING INC.

Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)-\$29.82 Per Hour

Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)-\$28.14 Per Hour

Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)-\$59.64 Per Hour

Temporary Staffing of Medical Technologist (MT) (Regular Hours)-\$46.86 Per Hour

Temporary Staffing of Medical Technologist (MT) (Overtime Hours)-\$67.81 Per Hour

Temporary Staffing of Medical Technologist (MT) (Holiday Hours)-\$93.72 Per Hour

Permanent Placement Fee* Medical Laboratory Technicians (MLT)-\$2,800.00 per Placement

Permanent Placement Fee* Medical Laboratory Technologist (MT)-\$5,000.00 per Placement

A.10 Vendor B VTECH SOLUTIONS INC.

Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)-\$35.00 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)-\$52.50 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)-\$35.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Regular Hours)-\$45.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Overtime Hours)-\$67.50 Per Hour
Temporary Staffing of Medical Technologist (MT) (Holiday Hours)-\$45.00 Per Hour
Permanent Placement Fee* Medical Laboratory Technicians (MLT)-\$12,096.00 per Placement
Permanent Placement Fee* Medical Laboratory Technologist (MT)-\$15,552.00 per Placement

A.10 Vendor C WORLDWIDE TRAVEL STAFFING LTD

Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Regular Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Overtime Hours)-\$65.00 Per Hour
Temporary Staffing of Medical Technologist (MT) (Holiday Hours)-\$65.00 Per Hour
Permanent Placement Fee* Medical Laboratory Technicians (MLT)-\$5,000.00 per Placement
Permanent Placement Fee* Medical Laboratory Technologist (MT)-\$5,000.00 per Placement

11. If we provide resumes of staff that meet the qualifications for the temporary staffing positions, must we use those staff if awarded the contract or can we use other staff (are substitutions allowed)?

A.11 Facility will notify the successful vendor of the number and specialty of the staff needed for an assignment and the estimated length of the assignment. Successful vendor will have 48 hours (2 days) to respond to our initial contact requesting staffing, vendor must provide the Facility a list of potential candidates for staffing needed at the Facility within 72 hours (3 days) of the initial notification of need. Vendor will then provide documentation for each candidate within the 3-day notification period. Facility will after the 3-day period conduct interviews, review their certifications, and at that time we will determine which applicants we would offer a staffing position.

12. Can you confirm the number of staff required?

A.12. Four (4) any combination of MTs and/or MLTs.

**Temporary Staffing of Laboratory Technicians
CRFQ 0506 WEH1700000010
Pricing Page Exhibit A Page 1**

WVOASIS LINE #	Description/Equipment	Estimated # of Hours	Unit Cost per Hour	Total Cost for Estimated Hours (Estimated # of Hours multiplied by the Unit Cost Per Hour)
1	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)	4,160 Regular Hours	\$26.00	\$108160.00
2	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)	1,040 Overtime Hours	\$39.00	\$40560.00
3	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)	192 Holiday Hours	\$39.00	\$7488.00
4	4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)	4,160 Regular Hours	\$34.00	\$141440.00
5	4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)	1,040 Overtime Hours	\$51.00	\$53040.00
6	4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)	192 Holiday Hours	\$51.00	\$9792.00
7	5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	\$4000.00	\$8000.00
8	5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	\$5000.00	\$10000.00
Grand Total Cost				\$378,480.00

Estimated number of hours: The estimated numbers of hours listed on the cost sheet are for bidding purposes only. The vendor will be required to provide actual quantities needed, be it more or less.

Evaluation and Award Criteria: This is a progressive award contract and the award will be made to the Vendors with the lowest Grand Total Cost 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 lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs.

Payment: Agency shall pay hourly rate 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.

Telephone # 858 – 576 -1700 ext. 2723

WV STATE GOVERNMENTHIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
 - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
 - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
 - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
 - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

2. Permitted Uses and Disclosures.

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
 - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
 - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
 - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
 - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at www.state.wv.us/admin/purchase/vrc/agencyli.htm and,

unless otherwise directed by the Agency in writing, the Office of Technology at incident@wv.gov or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance in Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
- d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
- e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.

5. General Provisions/Ownership of PHI.

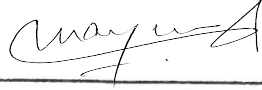
- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
- b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
- c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
- d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
- e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
- g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
- h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Welch Community Hospital

Name of Associate: Cynet Systems Inc.

Signature: _____

Signature: 

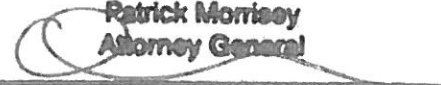
Title: C.E.O.

Title: Co-CEO

Date: _____

Date: 02/09/2017

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 17

Patrick Morrissey
Attorney General
BY _____

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: Cynet Systems Inc.

Name of Agency: WVDHHR/BHHFF/Welch Community Hospital

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all protected health information including but not limited to patient diagnosis, lab test, radiological exams, physical health exams, and/or treatment procedures.



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

State of West Virginia
 Request for Quotation
 34 — Service - Prof

Proc Folder: 293344

Doc Description: Addendum #1 - Temp Staffing of Lab Techs

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-16	2017-02-21 13:30:00	CRFQ 0506 WEH1700000010	2

BID RECEIVING LOCATION

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

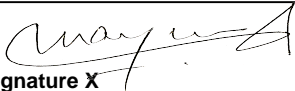
VENDOR

Vendor Name, Address and Telephone Number:

Cynet Systems Inc.
 43480 Yukon Dr#202, Ashburn, VA 20147
 703-349-5930

FOR INFORMATION CONTACT THE BUYER

April Battle
 (304) 558-0067
 april.e.battle@wv.gov


 Signature X

FEIN # 27-3776771

DATE 02/17/2017

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

ADDITIONAL INFORMAITON:

Addendum #1 - This addendum is issued to provide responses to vendor questions.

No other changes.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Medical Laboratory Technicians (MLT) (Regular Hours)	4160.00000	HOUR	\$26.00	\$108160.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Medical Laboratory Technicians (MLT) (Overtime Hours)	1040.00000	HOUR	\$39.00	\$40560.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Medical Laboratory Technicians (MLT) (Holiday Hours)	192.00000	HOUR	\$39.00	\$7488.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708		PROCUREMENT OFFICER - 304-436-8708	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
WELCH COMMUNITY HOSPITAL		WELCH COMMUNITY HOSPITAL	
454 MCDOWELL ST		454 MCDOWELL ST	
WELCH	WV24801	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Medical Technicians (MT) (Regular Hours)	4160.00000	HOUR	\$34.00	\$141440.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708		PROCUREMENT OFFICER - 304-436-8708	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES	
WELCH COMMUNITY HOSPITAL		WELCH COMMUNITY HOSPITAL	
454 MCDOWELL ST		454 MCDOWELL ST	
WELCH	WV24801	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Medical Technicians (MT) (Overtime Hours)	1040.00000	HOUR	\$51.00	\$53040.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Medical Technicians (MT) (Holiday Hours)	192.00000	HOUR	\$51.00	\$9792.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Medical Laboratory Technicians (MLT) Permanent Placement Fee	2.00000	EA	\$4000.00	\$8000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV24801 US		PROCUREMENT OFFICER - 304-436-8708 HEALTH AND HUMAN RESOURCES WELCH COMMUNITY HOSPITAL 454 MCDOWELL ST WELCH WV 24801 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
8	Medical Technicians (MT) Permanent Placement Fee	2.00000	EA	\$5000.00	\$10000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

Extended Description :

5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor s bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions Due	2017-02-06

WEH1700000010	Document Phase Final	Document Description Addendum #1 - Temp Staffing of Lab Techs	Page 6 of 6
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 6, 2017, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Temporary Staffing of Laboratory Technicians
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 WEH1700000010
BID OPENING DATE: February 21, 2017
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 _____ 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 21, 2017, at 1:30 PM EST

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

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ 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.

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

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

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

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

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

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

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

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

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

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

Bachelor's Degree or

Associate's Degree or

High School Diploma

Clinical Laboratory Technicians and Technologist Licensure and Certification

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

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

\$1,000,000.00

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

Cyber Liability Insurance in an amount of: _____

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

Bodily injury (including death) of \$500,000.00 per person with a minimum of \$1,000,000.00 per occurrence.

Property Damage in the amount of \$1,000,000.00

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

10. 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 _____

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.

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

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE: 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.

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

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

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

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

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

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

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

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

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 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.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more 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:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

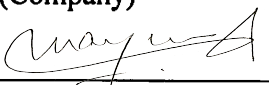
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

Arpit Paul - Sr. Manager - Business Development
(Name, Title)
Ashwani Mayur - Co-CEO
(Printed Name and Title)
43480 Yukon Dr.#202, Ashburn, VA 20147
(Address)
571-645-5910/ 866-838-0907
(Phone Number) / (Fax Number)
arpitp@cynetsystems.com, csi@cynetsystems.com
(email address)

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

Cynet Systems Inc.
(Company)
 Ashwani Mayur- Co-CEO
(Authorized Signature) (Representative Name, Title)
Ashwani Mayur- Co-CEO
(Printed Name and Title of Authorized Representative)
02/09/2017
(Date)
703-349-5930
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 WEH1700000010

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.

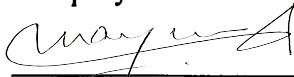
Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Cynet Systems Inc.

Company



Authorized Signature

02/17/2017

Date

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

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: February 6, 2017, at 3:00 PM EST

Submit Questions to: April Battle, Buyer 22

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: april.e.battle@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Temporary Staffing of Laboratory Technicians
BUYER: April Battle, Buyer 22
SOLICITATION NO.: CRFQ 0506 WEH1700000010
BID OPENING DATE: February 21, 2017
BID OPENING TIME: 1:30 PM EST
FAX NUMBER: (304) 558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 _____ 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: February 21, 2017, at 1:30 PM EST

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

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

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

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

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

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

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

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

15. PREFERENCE: Vendor Preference may 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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

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

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

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ 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.

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

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

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

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

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

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

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

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

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

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

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

Bachelor's Degree or

Associate's Degree or

High School Diploma

Clinical Laboratory Technicians and Technologist Licensure and Certification

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

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

\$1,000,000.00

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

Cyber Liability Insurance in an amount of: _____

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

Bodily injury (including death) of \$500,000.00 per person with a minimum of \$1,000,000.00 per occurrence.

Property Damage in the amount of \$1,000,000.00

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

10. 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 _____

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.

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

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

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

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

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

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

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

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

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

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

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

22. COMPLIANCE: 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.

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

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

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

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

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

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

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

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

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

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

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

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

33. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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.

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

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

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

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 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.

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

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

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

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

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

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

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

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

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

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more 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:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

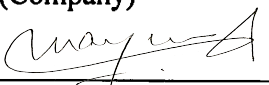
The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

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

Arpit Paul - Sr. Manager - Business Development
(Name, Title)
Ashwani Mayur - Co-CEO
(Printed Name and Title)
43480 Yukon Dr.#202, Ashburn, VA 20147
(Address)
571-645-5910/ 866-838-0907
(Phone Number) / (Fax Number)
arpitp@cynetsystems.com, csi@cynetsystems.com
(email address)

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

Cynet Systems Inc.
(Company)
 Ashwani Mayur- Co-CEO
(Authorized Signature) (Representative Name, Title)
Ashwani Mayur- Co-CEO
(Printed Name and Title of Authorized Representative)
02/09/2017
(Date)
703-349-5930
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 WEH1700000010

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.

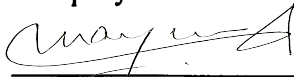
Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Cynet Systems Inc.

Company



Authorized Signature

02/17/2017

Date

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

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHBF), Welch Community Hospital to establish an open end service contract to supply temporary staffing of medical laboratory technicians and/or medical technologist for the in-house laboratory within Welch Community Hospital.

NOTE: This request is covered in part or in whole by federal funds. All bidders will be required to acknowledge and adhere to Attachment 1-Provisions Required for Federally Funded Procurements.

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

2.1 “Contract Services” means temporary staffing of medical laboratory technicians and/or medical technologist for the in-house laboratory within Welch Community Hospital as more fully described in these specifications.

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

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

2.4 “MT” means Medical Technologist

2.5 “MLT” Medical Laboratory Technician

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

3.1. Vendors must provide candidates with the following minimum qualifications:

3.1.1. MT's and MLT's must have Clinical Laboratory Technician and Technologist Licensure and Certification.

3.2. Vendors must have been in business for a minimum of three (3) years, providing similar temporary services. The number of years in business should be added to the Pricing Page. Vendors should provide (3) references for whom they provided temporary employees. Omission of references or failure to indicate the number of years providing temporary personnel may result in the disqualification of your bid. No award shall be made prior to bidder providing such references.

Note: If a Vendor awarded a contract subsequent to this RFQ observes any periods of shutdowns for more than a public holiday and a weekend that information must be provided to West Virginia State Agencies that they have provided temporary employees with. An emergency telephone number must be supplied to permit the State Agencies a contact at the temporary agency during any overtime hours worked.

4. MANDATORY REQUIREMENTS:

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

4.1.1 Medical Laboratory Technician(s) Services Medical Technologist

4.1.1.1 Vendors shall provide documentation to Welch Community Hospital a competency assessment which includes age-specific and cultural competencies for services provided to the facility.

4.1.1.2 MLT(s) must meet the minimum qualifications: MLT(s) must have graduated from a standard high school or the equivalent with one year of in-service training in a Medical Laboratory Assistant Program accredited by the American Medical Association, or two years of experience in a medical laboratory under the direct

REQUEST FOR QUOTATION
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supervision of a medical laboratory technician, medical technologist or physician. An associate degree from an accredited college or university in an accredited medical laboratory program may substitute for the required experience.

4.1.1.3 MLTs must have Clinical Lab MT's and MLT's must have West Virginia Clinical Laboratory Technician and Technologist Licensure and Certification.

4.1.1.4 MLT must conduct medical laboratory tests in clinical areas such as chemistry, hematology, urinalysis, bacteriology, serology, parasitology, and blood banking to provide data for use in the treatment and diagnosis of disease of patients.

4.1.1.5 MLT(s) must perform minor maintenance and calibration of diagnostic equipment.

4.1.1.6 MLT(s) must collect, cultivate, isolate, identify and analyze specimens: cuts, stains and mounts tissue sections for microscopic analysis: and groups, types and cross-matches blood for donors and recipients to assure compatibility.

4.1.1.7 MLT(s) must read and interpret physicians' or supervisor's orders to determine specific testing requirements.

4.1.1.8 MLT(s) must explain test procedures when applicable to patients to gain their confidence and cooperation and to relieve their anxiety about the test.

4.1.1.9 MLT(s) conducts appropriate clinical test preparation and processing procedures.

4.1.1.10 MLT(s) must prepare and maintain proper records: logs, files, and reports.

4.1.2 Services Medical Technologist(s) Services

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Temporary Staffing of Laboratory Technicians

- 4.1.2.1** Vendors shall provide documentation to Welch Community Hospital a competency assessment which includes age-specific and cultural competencies for services provided to the facility.
- 4.1.2.2** MT(s) must meet the minimum qualifications: MT(s) must have a baccalaureate degree from an accredited four-year college or university in an accredited medical technology program or baccalaureate degree from an accredited four-year college or university with a degree in the physical or natural sciences which included six hours each in biology and chemistry and three years' experience performing medical laboratory tests or registration as a Medical Technologist by the National Certification Agency for Medical Laboratory Personnel or associates degree from an accredited college or university in an accredited medical laboratory program and two years' experience performing medical laboratory tests in the areas of blood banking, chemistry, hematology, bacteriology, parasitology, serology, and urinalysis or high school graduation or equivalent and seven years of experience performing medical laboratory tests in the areas of blood banking, chemistry, parasitology, serology, urinalysis, bacteriology, and hematology. MT(s) must have two years of full-time or equivalent part-time paid experience in excess of that described above.
- 4.1.2.3** MTs must have Clinical Laboratory Improvement Amendments Program (CLIA) certification.
- 4.1.2.4** MT(s) must provide training, supervision, technical assistance, and consultation to subordinate laboratory or clinic personnel.
- 4.1.2.5** MT(s) must conduct complex or advanced medical laboratory tests in clinical areas such as chemistry, hematology, urinalysis, bacteriology, serology, parasitology and blood banking to provide data for use in the treatment and diagnosis of diseases of patients.
- 4.1.2.6** MT(s) must collect, cultivate, isolate, identify and analyze specimens: cuts, stains and mounts tissue sections for microscopic analysis: and groups, types and cross-matches blood for donors and recipients to assure compatibility.

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4.1.2.7 MT(s) must perform minor maintenance and calibration of diagnostic equipment.

4.1.2.8 Must conduct appropriate clinical test preparation and processing procedures and microscopic analysis of test results.

4.1.2.9 MT(s) must prepare and send specimens to reference laboratories as necessary.

4.1.2.10 MT(s) must prepare and maintain proper records: logs, files, and reports.

4.2 Vendor Responsibilities:

4.2.1 Successful vendor must provide a qualified MT or MLT professional to accommodate the Facility's needs.

4.2.2 Successful vendor must provide MT's and MLT's as requested by the Facility to be compatible with week-to-week needs. Assignments also may be for specified period of time as agreed upon in writing.

4.2.3 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.

4.2.4 Successful vendor shall provide the Facility with information on each MT or MLT 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.

Successful vendor, MT's and MLT's must comply with all Agency policies and procedures.

4.2.5 Successful vendor shall ensure the following regarding the staff to be provided:

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CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

4.2.5.1 Has completed the required training and education.

4.2.5.2 Possess a current valid CLIA certification.

4.2.6 The hospital will not allow any previous employee who was dismissed for disciplinary or performance reasons by any DHHR Facility or Office to return and work through the staffing vendor.

4.2.7 Successful vendor will have 48 hours (2 days) to respond to our initial contact requesting staffing, vendor must provide the Facility a list of potential candidates for staffing needed at the Facility within 72 hours (3 days) of the initial notification of need.

After the 3-day period, we would conduct interviews, review their certifications, and at that time we will determine which applicants we would offer a staffing position.

4.3 Duties and Responsibilities of the Facility

4.3.1 Facility will notify the successful vendor of the number and specialty of the staff needed for an assignment and the estimated length of the assignment.

4.3.2 Successful vendor staff shall work under the Facility Supervision. The Facility shall be solely responsible to provide each staff with day-to-day guidance in the execution of staff's professional responsibilities at the Facility.

4.3.3 Agency reserves the right to terminate a MT or MLT providing services to the facility whether it is that the need for staffing ends or it is determined that their performance is not in the best interest and well-being of the patient care.

4.3.4 If the Facility requests an MLT but the successful vendor provides a MT to cover the request, the agency will pay the MLT rate.

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agencies with a purchase price for the Contracted Services. The Contract will be a progressive award with multiple vendors. A progressive award will be made as low bid will be vendor "A", the next lowest vendor will be vendor "B" until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost 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 lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility 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 Page by providing the unit cost per hour; multiplying the unit cost per hour by the estimated number of hours to get the total cost for the number of estimated hours; and vendor should insert pricing for an amount for a one time per permanent placement fee for all of the following positions, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid: MT, MLT; 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 Desired Services and estimated purchase volume. The estimated purchase volume for each service represents the approximate volume of anticipated services.

Notwithstanding the foregoing, the Purchasing Division may correct errors as its discretion. Vendor should type the information into the Pricing Page to prevent errors in the evaluation.

6. PERFORMANCE: Vendor and Agency's shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Facility. 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.

REQUEST FOR QUOTATION
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- 7. PAYMENT:** Agency shall pay hourly rate 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.
- 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. HOLIDAYS:** Generally, the following official holidays are observed:

New Year's Day	January 1
Martin Luther King Day	January 21
President's Day	February 18
Memorial Day	May 27
West Virginia Day	June 20
Independence Day	July 4
Labor Day	September 2
Columbus Day	October 14
Veteran's Day	November 11
Thanksgiving	November 28 – 29
Christmas Eve (1/2 Day)	December 24
Christmas Day	December 25
New Year's Eve (1/2 Day)	December 31

- 10. 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:

- 10.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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

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

11. VENDOR DEFAULT:

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

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

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

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

11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

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

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. 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: Susan Varghese

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

Telephone Number: 571-377-8232

Fax Number: 866-838-0907

Email Address: Susan@cynetsystems.com



**This is a proposal response to West Virginia Purchasing Division's RFQ –
Temporary Staffing of Laboratory Technicians - CRFQ 0506 WEH170000010
from Cynet Systems Inc.**

**Cynet Systems Inc.
43480 Yukon Dr. # 202, Ashburn VA 20147
Ph. #: 571-645-5910 | Fax: 866-838-0907
Email: csi@cynetsystems.com**

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Cover Letter

I, Ashwani Mayur, Co-CEO – Cynet Systems Inc. am duly authorized to sign and bind the proposal response and would like to submit our proposal in response to the CRFQ 0506 WEH1700000010 Released by the West Virginia Purchasing Division for Temporary Staffing of Laboratory Technicians to select qualified Healthcare employment agencies. I acknowledge that Cynet’s delivery team has gone through the complete RFQ documents released as a part of the event and commits to fulfill the services as requested by the West Virginia Purchasing Division. We also assure that we have carefully read and understood the RFQ instructions and requirements.

Cynet Systems with this response understands and acknowledges the requirements listed in the RFQ and affirms that:

- We believe that the proposal meets all the requirements mentioned in the RFQ
- We accept and assure the Purchasing Division that we will perform all the responsibilities stated in the RFQ document with an aim of exceeding your expectations
- I also acknowledge that I am authorized to sign the proposal and to make decisions as to the prices quoted and that I have not participated, and will not participate, in any action contrary to this document
- Cynet has developed this response without any collusion
- We assure you that we have the largest database of Qualified prescreened Medical Laboratory Technicians and Medical Technologists in the eastern zone
- Cynet Systems qualifies as a potential Vendor according to the given requirements
- We assure you that we will maintain all the required verification documents for all the personnel under this contract and will deliver all the mandatory and desired services during the contract term
- Cynet is aware of its responsibilities and will perform duties as listed in the “Specifications” document
- We have carefully read and understood all the terms and conditions and the Staffing requirements stated in the RFQ document and assures that Cynet Systems will deliver its services meeting the requirements and will abide by all the terms and conditions

We thank you for this opportunity to submit our response to the West Virginia Purchasing Division and hope our response demonstrate our experience and capabilities in fulfilling your requirements. We look forward to receiving an opportunity upon review and award.

Executive Summary

Cynet Systems Inc. is a certified **Woman and Minority Business Enterprise** and a leading consulting firm headquartered at Washington DC Metro area. Cynet Systems specializes in delivering qualified talent across diverse skill sets and varied platforms and has been adding value to its customers' recruitment initiatives as a trusted diversity supplier.

Cynet brings on the table, extensive experience in supporting Healthcare Clients like **Dignity Health, Kindred Healthcare, Genesis Healthcare, Torrance Memorial, Eisenhower Medical Center, Rady Children’s Hospital, Medefis (around 3000+ Healthcare Facilities), Hospital Services Corporation, Pinnacle Healthcare etc. and Public Sector clients like States of Georgia, Oregon, Colorado, Washington, Minnesota, Massachusetts, Texas, South Carolina, Utah, City of Glendale, University of Oklahoma, Oklahoma State University, Hennepin County, City of Charlotte, University of Maryland University**

College, University of Washington etc., We would like to leverage our Healthcare Staffing experience to the departments. Our team operates in this competitive market space with our “top of the line” account management, recruitment and delivery processes that can add definite value to the West Virginia Purchasing Division and associated departments. Being a **certified Women and Minority owned Business Enterprise** Cynet will also be a part in meeting your Diversity goals.

With **certified CCWP and Lean Six Sigma Staff** on our account management & delivery teams, we affirm that Cynet will abide by the terms and conditions and will leverage best industry practices to the departments while meeting the overall objective of this contract. Cynet would also like to leverage its strong bench management capabilities to ensure only highly qualified resources dispense the duties and responsibilities accurately and efficiently and “in-line” with the requirements laid down in the RFP. We assure that Cynet Systems has a capability of submitting resumes for their Staffing needs within 2 hours and therefore would be a best match for their Staffing need.

At Cynet, we pride ourselves in making a significant mark and holding a position of a trusted healthcare recruiting partner. As the leader in the Staffing Industry, we are aware of our role in the markets where we operate, across industries and sectors, in all the phases of economic cycles. **Due to our excellent performance in the healthcare space Cynet is working as a separate Healthcare Staffing division as Cynet HealthStaff. Cynet HealthStaff is a specialty staffing company and a recruitment division of Cynet Systems specializing in the Healthcare staffing having presence across the United States. We employ medical and healthcare professionals for some of the nation’s largest facilities leading consulting firm incorporated in the state of Virginia and headquartered at Washington DC Metro area. (Please visit www.cynethealth.com)**

Cynet HealthStaff employs:

- ✚ RNs
- ✚ LPNs/LVNs
- ✚ Medical Administration
- ✚ Medical Laboratory Technicians
- ✚ Therapists- PT/OT/ST
- ✚ Certified Nursing Assistants (CNAs)
- ✚ Medical Technologists
- ✚ Personal Care Attendants (Sitters)
- ✚ Clerical
- ✚ Healthcare IT
- ✚ Allied Health Professionals etc.



Being an employee oriented firm and focused at achieving higher levels of customer satisfaction, we would like to ensure we deliver results in a timely manner from management’s point of view, communications point of view and relationship management point of view. Cynet being a certified MWBE is also an **Equal Employment Opportunity (EEO) employer** and does not discriminate in any employer/employee relations based on race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, veteran’s status or any other basis protected by applicable discrimination laws.

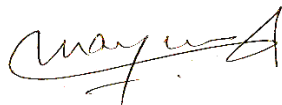
Why Cynet Systems?

- ✦ Highly Experienced **CCWP Certified** team
- ✦ Consultant Base of **600+ Highly qualified Consultants** on billing
- ✦ **Attrition Rate of less than 2%**
- ✦ **Project Completion Rate of over 97%**
- ✦ **Extensive experience of placing Medical Technologists and Medical Laboratory Technicians etc.**
- ✦ Database of **20000+ qualified candidates**
- ✦ **Extensive experience of working with Healthcare Facilities**
- ✦ **100% YOY Growth** for consecutive 5 Years
- ✦ **Separate Division for Healthcare staffing (Cynet HealthStaff)**
- ✦ Excellent Consultant Benefits & Satisfaction Levels.
- ✦ **High Fill Ratio**
- ✦ **Rich Public Sector Experience**
- ✦ Low Employee Turnover
- ✦ Dedicated **Recruitment & Centralized Account Management** setup
- ✦ Extensive network of highly qualified professionals
- ✦ **SME Screening** Process to ensure 100% quality
- ✦ Full employee **background checks, reference checks & criminal checks**
- ✦ Continuous **Training and Performance Evaluation** Initiatives
- ✦ **Competitive** Pricing Modules
- ✦ **Strong Bench** of Candidates for Niche and complex requirements
- ✦ Capability of Delivering Local Candidates
- ✦ **Record growth of 7388% in Virginia** as a result of our unmatched service

Single Point of Contact (For RFQ and Contract):

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Title: Sr. Manager – Business Development
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Sincerely,



Ashwani Mayur
Co-CEO
Cynet Systems Inc.
Phone: 703.728.6634
Email: ash@cynetsystems.com



Cynet's Vision

“Cynet Systems is a distinguished staffing company that cultivates honest and opportune relations with the clients, candidates and partners. Our vision is to lead in the creation and delivery of innovative workforce solutions and services that enable our clients to win in the changing world of work.”

Company Profile

Cynet Systems Inc. is a **certified Woman Minority Business Enterprise/ Minority Business Enterprise** and a leading consulting firm incorporated in the state of Virginia and headquartered at Ashburn VA. Cynet specializes in delivering qualified talent across diverse skill sets and varied platforms and has been adding value to its customers' recruitment initiatives as a trusted diversity supplier. Our focus is on solving the unique recruitment goals for each customer tailored to match the business requirements and provide a transparent, quality process that gets results.

Cynet specializes in providing Temporary Healthcare Staffing professionals to companies specializing in Hospitals, agencies, environmental, Government Departments, pharmaceutical, consumer care and biotechnology clients etc. We've placed skilled Healthcare professionals who have contributed to a wide variety of projects. Our recruitment specialists have comprehensive knowledge of all United States Healthcare recruiting trends. We partner up with the top Healthcare recruiters to expand our depth and breadth of coverage. The result is a highly successful track record in Healthcare staffing and recruitment.

Cynet's network of Medical Technologists and Medical Laboratory Technicians is the largest and most qualified in the United States due to our innovative recruitment, multi-brand and quality assurance strategies. Our exceptional staffing and recruiting services over the past years have resulted in recognition and built reputation amongst our clients. Having placed thousands of professionals across wide-ranging industries, our proven staffing methodology allows us to engage with the best of the best that the industry has to offer. **We are able to deliver the right staff, and the result is over 25% of our contractor staff being converted to full-time employees with our clients.** At Cynet, we pride ourselves in making a significant mark and holding a position of a trusted Healthcare recruiting partner. As the leader in the Staffing Industry, we are aware of our role in the markets where we operate, across industries and sectors, in all the phases of economic cycles.

All staff are properly credentialed, screened, and covered by our professional liability and workers compensation insurance. Interim assumes all responsibility for employer taxes and benefits. With over 150 in house recruiting staff, Cynet caters to various hospitals, health & wellness centers, pharmacy, Laboratories and medical facilities over 50 states across the United States and aim at being recognized as the #1 Healthcare staffing supplier in the United States. Our mission is to serve our customers with excellence and make a meaningful difference in our communities.

At Cynet, we choose to empower our clients with customized recruiting solutions that fit our customers' unique needs. Our exceptional staffing and recruiting services over the past years have resulted in recognition and built reputation amongst our clients. We offer customized and comprehensive workforce solutions to complement your business and technical objectives. Over the years, our solutions have advanced to include not only latest technology but also the expertise and support to stay client- focused, understand their business issues and meet their business needs. Having placed thousands of Healthcare professionals across wide-ranging industries, our proven staffing methodology allows us to



engage with the best of the best that the industry has to offer. Our **referral-based sourcing strategy** coupled with a tight screening process ensures that we shortlist the ultimate resources to help your business realize its limitless potential. We are specialists, successfully working with all strategic procurement models. Technologies and resource needs change over the years and our ability to adapt and provide the right resources who understand the industry and the pace at which it evolves is our differentiator. At Cynet we are proud of the reputation we have received as a leading Temporary Staffing agency within the Healthcare and government sectors.

Cynet Provides highest-caliber Allied Health Professionals under the following:

- ✦ Medical technologist staffing
- ✦ Medical laboratory technician staffing
- ✦ Case manager staffing
- ✦ Masters of social work staffing
- ✦ Physical therapist staffing
- ✦ Occupational therapist staffing
- ✦ Respiratory therapist staffing
- ✦ Speech-language pathologist staffing
- ✦ Physical therapist assistant staffing
- ✦ Certified occupational therapist assistant staffing
- ✦ Radiologic technologist staffing
- ✦ Nuclear medicine technologist staffing
- ✦ Ultrasound technologist staffing
- ✦ Cardiovascular technologist staffing
- ✦ CT technologist staffing
- ✦ Pharmacist staffing
- ✦ MRI technologist staffing
- ✦ Pharmacy technician staffing etc.

Core Values

At Cynet Systems, we keep our core values at the forefront of all our endeavors. Integrity, excellence, people and results are the driving force behind our continued success.

Integrity: Transparent in our dealings, unshakable ethics and never making promise we cannot keep. Without integrity we are nothing.

Results: Our staffing and consulting solutions create value for our clients. We listen and understand their needs and then deliver beyond their expectations.

Excellence: Our people are the foundation. We foster their creativity, show respect and value diversity and the constant pursuit of skill expansion and technical expertise.

People: Delivering results through creativity, flexibility and expertise. We continually strive for excellence in all of our endeavors.

Our Recruiting Results Prove We Deliver

- ✦ We have a 97.5% satisfaction rate given by the hiring managers of our clients
- ✦ No client has ever asked for a refund after placing a candidate
- ✦ None of our clients have discontinued our services till date

Additional Reasons for choosing Cynet for your Staffing needs

Whether the need is for outsourcing, permanent staffing or a contract assignment of several months, Cynet ensures that skilled and reliable professionals can begin working as soon as necessary. Following are the additional advantages of choosing Cynet for your staffing needs:

- ✦ From Sourcing to Placement, the process is clear and simple. Cynet takes care of all the details, including identifying, sourcing, screening, background checks, onboarding and more.
- ✦ Healthcare professionals that are carefully selected and pre-qualified for assignment
- ✦ Complete employment screening and reference check.
- ✦ Specialty Specific Skills Checklist assessment for every candidate.
- ✦ Facility specific credentialing – to your standards
- ✦ Dedicated Recruitment team with Healthcare Staffing expertise
- ✦ Unsurpassed service in the area of Temporary and Permanent Placement, specializing in Clinical, Allied health and scientific recruitment.

Cynet's Recognition over the years:

With our unmatched and unbeatable services we have emerged as a trusted and valued supplier for our customers and have received various accolades from them. Cynet has been successfully catering to the Staffing needs of the clients and has placed thousands of Temporary and Direct Hire Staff. As a result of our exceptional quality and Service delivery we have received the following significant recognitions listed below:



- Startup Award
- Star Partner Award (2012)
- Star Supplier (2013)
- Gold Star Partner (2014)
- #1 Infrastructure Supplier in North American Region (2014)
- Star Partner & Preferred Recruitment Partner (2015)
- #1 Fastest growing company in Virginia (2016)
- CornerStone Award (2016)
- NVTC - Hot Companies (2016)
- INC500 Ranked #479 (2016)
- #15 fastest growing company in the entire NCR (Washington DC Metro / MD / Virginia) (2016)
- Tech Serve Alliance Excellence Award (2016)
- Ranked #60 Nationwide
- Awarded as 2017 Future 50 Company by Smart CEO

Relevant Experience of Public Sector

Cynet Systems: Highly Experienced Business Partner to State and Local Governments



Cynet Systems has a rich experience supporting the government arena and has been leveraging its unmatched services to various state/local and federal clients. Our Government Solutions focus is the delivery of systems and processes designed to meet the unique needs of federal, state and local government agencies throughout the North America. We have been providing our government clients with a team of experienced consultants under and ensure consistent, high quality client service and project management services.



We understand the unique demands of government staffing. We recruit people who know the importance of transparency, budget compliance, and commitment to public service. We help our government clients in meeting the needs of the constituents with reliable, experienced and skilled people available on a moment's notice. We specialize in recruiting and retaining the right personnel for work on government contracts. Our team has experience as a prime and subcontractor providing direct/indirect support to federal and state government offices, Hospitals, Universities and agencies and we maintain extensive relationships with large government contractors for work on their project needs.

Cynet Systems has an extensive network of professionals across industry verticals including the government and with our outstanding performance we grow this network every day. We understand the importance of having a strong network of contacts and professionals to be able to deliver the best in today's highly competitive market. We have been able to develop strong relationships with not only the consultants but also our clients in the government sector which has helped us understand the business environment better and thus helped us in filling various positions in the field of Technology and Healthcare with them. Our long standing relationships in the Federal space and our diversity status have enabled us to have a thorough understanding of public sector environment.

Our recruiters have their own network of professionals whom they are in constant touch which helps them know about the candidate's availability, change of plans and/or current status of their existing projects thus enabling them to be able to forecast upcoming needs and opportunities. Having placed hundreds of candidates with our government clients since our inception we also have a qualified pool of consultant base that hold an extensive experience in government projects. Being an active supplier to the states we are supporting following government departments within these states which has helped grow our network in the government space.

- State of Colorado
- State of Georgia
- State of Oregon
- State of Utah
- State of Minnesota
- State of South Carolina
- State of Massachusetts
- State of Washington
- State of Texas
- Hennepin County
- City of Charlotte
- Upstate Medical University
- Department of State Health Services(DSHS)
- University of Washington
- City of Glendale
- Hospital Services Corporation (HSC)
- University of Maryland University College
- University of Oklahoma
- Oklahoma State University

Healthcare Experience








Over the years we have also successfully partnered with the hospitals and healthcare organizations to support them for their Nursing and Allied Health requirements. Cynet has been leveraging its unmatched recruitment capabilities to various Fortune, mid-sized and government agencies since its inception and has matured in its workforce solutions. We at Cynet have a robust team to support its customers by offering customized workforce solutions to meet their requirements. Today, Cynet Systems takes pride in developing and growing its associations with hospital and health organizations and is servicing and is servicing the following customers actively.

- ✦ Torrance Memorial
- ✦ Genesis Medical Center
- ✦ Rady Children’s Hospital
- ✦ AllStar Therapies
- ✦ Baptist of NE- Florida
- ✦ Beebe Healthcare
- ✦ Brattleboro Memorial Hospital
- ✦ Brooks Rehab Hospital
- ✦ Care Cycle
- ✦ Charlotte Hungerford
- ✦ Clemson Sports
- ✦ Hi Desert Physical
- ✦ Home Health- Nurses Registry
- ✦ Pinnacle Healthcare
- ✦ Sava Senior
- ✦ SigmaLink Affiliate
- ✦ Portland Clinic
- ✦ Mercy Hospital Downtown
- ✦ Mercy Medical Center
- ✦ Golden Peaks Center
- ✦ Rehab Center of Albuquerque
- ✦ Aspen Center
- ✦ Kindred Healthcare
- ✦ Medefis
- ✦ Genesis Healthcare
- ✦ Bay Crest Care Center
- ✦ Pheasant Wood
- ✦ Mineral Springs
- ✦ Heritage Hall East
- ✦ Victoria Manor
- ✦ Louisburg
- ✦ Piedmont Healthcare
- ✦ New Haven
- ✦ Decatur Township
- ✦ Highland
- ✦ Bay Crest etc.

Besides the above listed clients, Cynet is also supporting Medefis with access to over 3000 member hospitals for their staff augmentation solutions. To effectively support our healthcare customers we have a dedicated team specialized in the healthcare industry vertical and have successfully provided staffing services in the following areas as mentioned in the image below:

Our recruiting service will focus on maximizing efficiencies to optimize your recruiting experience. Our skilled recruiters are dedicated by modality/specialty.

<p>Allied Health Anesthesia Techs, Dietitians, Nutritionists, and Perfusionists</p> <p>Information Technology Database Admin, Healthcare EMR, Medical Coding, RHIA, RHIT</p> <div style="text-align: center;"></div> <p>Clinical Research Clinical Monitors/ CRAs, Pharmacovigilance</p> <p>Pharmacy Pharmacist, Pharmacy Assistant, Pharmacy Technician</p> <p>Diagnostic Imaging X-ray, Nuclear Medicine, CT, MRI, Cardiovascular, and Ultrasound Technologists</p> <div style="text-align: center;"></div>	<div style="text-align: center;"></div> <p>Nursing RNs of all specializations</p> <p>Advanced Practice CRNAs, Nurse Practitioners, and Physician Assistants</p> <p>Physician Physicians of all specialties</p> <p>Healthcare Administration Executive, Senior Level Executive and Managerial</p> <div style="text-align: center;"></div> <p>Long Term Care Assisted Living Staff, Nursing Home Administrators, MDS Coordinators, Directors of Nursing</p> <p>Home Healthcare & Home care Specialized Caregivers, Home Health Aide, Custodial Care</p>	<p>Rehabilitation Therapy Physical, Occupational, and Speech Therapists</p> <p>Neurodiagnostics EEG, EP, IOM, NCV, and EMU Technicians</p> <p>Medical Laboratory Medical Technologists, Medical Lab Technicians, Cytotechnologists, Histotechnologists, Pathology Assistants, and Phlebotomists</p> <div style="text-align: center;"></div> <p>Radiation Oncology Physicists, Dosimetrists, and Radiation Therapists.</p> <p>Cardiopulmonary Respiratory Therapists, Polysomnographers, and EKG Techs</p> <div style="text-align: center;"></div>
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At Cynet Systems, we have successfully placed multiple candidates on the following positions. We have listed a few positions that we have filled across wide-ranging skills and platforms:

Healthcare Jobs

- | | |
|---|--|
| <ul style="list-style-type: none">  Health Information Services Technician  Case Manager RN  CVICU RN  Cath Lab RN  CVOR RN  Dialysis RN  Medical Laboratory Technicians  Endoscopy/GI Lab RN  Surgical Tech/ OB Tech  CVOR Tech / Balloon Pump Tech  Cath Lab Tech/ EP Tech  Central Sterile Tech  Nursing Assistants  Sitter /Companion | <ul style="list-style-type: none">  Physician Assistant  Medical Technologist  Nurse Practitioner  RN Non Acute  Medical Assistant non acute  Ultrasound technologist  Health Information Services Technician  Certified Medical Coder  High Risk Nutritionist  Nutritionist/Dietician  Respiratory Care Practitioner  Physical Therapist  Pharmacist  Mammography Tech etc. |
|---|--|

Cynet's Healthcare Recruitment Process

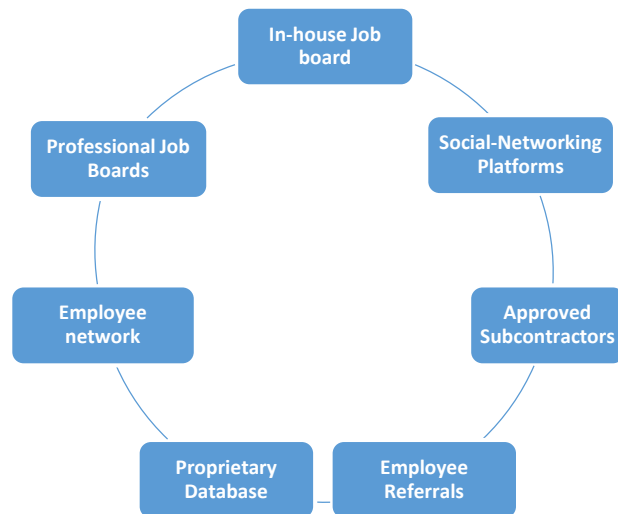
Cynet Systems has a rich experience of providing contingent workforce solutions to clients nationally. We have an ability to source the right match meeting the expectations of our customer. Cynet Systems applies its smart strategy to find the scarce resources possessing the required skill set from the market and provide their resumes in stipulated time to the client. We have a team of Active and Passive Healthcare recruiters who keep a constant check on the availability of the experienced candidates in the industry. They invest Countless hours for filtering, screening and recruiting the best healthcare candidates. They are capable enough to source the right candidates through various sourcing tools and give special attention to the requirements specified by the client in respect of Skills and location of job.

Our recruitment process has been developed and designed considering the three vital elements of recruitment (**Quality, shorter turnaround and delivery**). In order to make sure that our clients do receive the best quality in the shortest time with a guaranteed delivery, Cynet utilizes 'Progressive Recruitment Process' to address any potential recruitment challenges that a customer may face. Progressive Recruitment Process (PRP) caters to hiring quality talent and help clients manage the resources in an efficient way.

Our progressive recruitment process also helps the consultants plan their career and move towards a pre-defined career goal. The 'PRP' is broken down in to two sections:

1. **Sourcing Methodology**
2. **Cynet's stringent screening process**

Sourcing Methodology



Our recruiters primarily reach out to the domains listed below to find the right match to the requisition raised. This helps us save time, evaluate more candidates for the same opening and have a healthy competition amongst the consultants.

In-house Job board: Cynet has developed an in house job board which has a viewership of more than 10000+ visitors a month. This job board is available to anyone on the internet and the viewership contributes and compliments our recruitment priorities and goals.

Proprietary Database: Cynet over the years have developed a database of more than 10000 prospective consultants. This database is maintained with respect to the location and the skill expertise of the consultant. This saves recruiter's time and help him evaluate more candidates.

Employee network: Cynet has an active and inactive employee network of more than 10,000 consultants. These consultants are connected with us through our Consultant Relationship Management team who keeps connecting with the past consultants through calls, mails and social networking platforms and keep themselves posted about their professional preferences and career choices. The team manages and maintains a database of these consultants highlighting their availability, goals and interest, skill expertise, customer satisfaction report etc.

Professional Job Boards: Cynet Systems' Resource Management Group or the recruitment team is fully equipped with online recruitment solutions like: Professional Job Board ID's, Mass mailing software's etc. Our recruiters use following job-boards to source candidates:

- Monster
- Nurse.com
- Nursing Jobs.com
- TechFetch
- Dice
- Medcareers
- MedicalWorkers
- BioSpace
- CareerPharm
- Beyond
- JobDiva
- Indeed
- MDJobsite
- NetDoc
- Career Builder etc.

Social-Networking Platforms: Cynet's Consultant Relationship Management team manages and operates operational networking platform. We reach out and stay connected with our connections via LinkedIn, Twitter and Facebook. Our recruiters utilize these platforms to source quality consultants within our huge network.

Employee Referrals: Cynet has maintained a strong relationship with our consultant over these years through our Consultant Relationship Management team. Our team aggregates almost 30% referrals from our employees every FY year.

Approved Subcontractors: Our RMG Group manages 20 approved sub-contractors based on skill, servicing locations, years in business, payment terms and many other relationship-driving factors. We have worked with such companies in the past and have contracts signed with these consulting firms.

Cynet's Stringent Screening process

Our rigorous screening, referencing and quality control processes adhere to the stringent standards including credential review, background checks and drug tests, and health screening standards that meet and often exceed Joint Commission and National Committee for Quality Assurance (NCQA) standards.

Credentialing

Skills Checklist

Based on the application, we send the candidate a self-assessed Skills Checklist, and testing relevant to OSHA guidelines, Joint Commission, Laboratory skills and other annual education, including age specific competency, fire and safety, cultural diversity, HIPAA, etc.

Professional Interview

Every candidate has a professional interview during which we review employment history, have the candidate explain employment gaps, unusual patterns, or job changes. We look for professionalism and indicators for success: is the candidate well prepared, punctual and friendly? Does the candidate convey a high sense of responsibility and accountability? During the interview, we introduce our company and answer any question relating to the company, orientation, how the industry works, what our clients expect, and how to be successful.

Technical Interview

After the professional interview, each candidate goes through a thorough interview which involves review of the candidate's work history, skills checklist, application and resume, and competency exams appropriate for the professional's classification and specialty. The candidates are also asked a series of situational questions to gauge their critical thinking skills. Based on the skills checklist, the work history, a positive interview and a passing score in the candidate's specialty, the candidate is deemed competent.

Drug Screening

We conduct a 10-panel drug screening through Quest Diagnostics. Candidates who refuse to submit a urinalysis are eliminated from employment consideration.

Credential Documents

We send out a remote hiring packet and collect all remaining Credential Documents. These documents can be client specific.

Health

- Health Statement verified by physician or NP
- Annual PPD or negative chest film (if PPD positive)
- Annual TB questionnaire
- Flu declination (client specific)
- Positive MMR titer or evidence of vaccination
- Varicella Zoster questionnaire or positive titer or immunization documentation
- Documentation of hepatitis B vaccine or titer documentation or OSHA declination statement.

Credentials (Position specific)



- Verification of state licensure
- Copy of professional license and relevant certifications
- Copy of certificate or diploma for non-licensed professionals
- Copy of CPR / ACLS / PALS as applicable
- Job Description for appropriate classification
- Mask fit test (client specific)

Remaining Employment Forms

We collect tax documents including direct deposit, I-9 document; two identification cards, employee handbook acknowledgement, employment and background release, Reference Letters, Work/ Product Samples, hiring policy, confidentiality form, and harassment & discrimination statement.

Background Check

We perform an in-depth background check that includes:

- State police report
- National criminal and sex offender registry
- County criminal search for any known address in the last seven years
- Level 3 FACIS (Medicare/Medicaid Fraud and Abuse Check) to pick up any Medicare fraud, actions against professional license

Reference Checks/Employment Verification

Once the background release is signed, we obtain a minimum of two professional references, peer level or above. We then verify the candidate's employment history.

Background Checks

Cynet Systems understands the importance of conducting Background checks due to the fact that there is a good chance that the candidate for job has fake degrees, has added the wrong dates and inflated their career skills in order to get their foot in your door. A large number of resumes and job applications contain incidences of false information. We conduct background checks for all the employees before they begin their assignment at the client site. The criteria, type of tests and the agency is decided by the customer.

Types of checks

Here are some of the kinds of background checks that we conduct on a national basis:

- Drug Screen
- Identity Check
- Employment Reference Check
- Education and Credential Check
- Criminal Background Check
- Credit History Check
- Other checks s like SSN, Financial Sanction Search (FSS), OFAC, address locator, OIG, EPLS and National Sex Offender etc.

Cynet Systems understand the value of criminal background check and therefore takes the help of renowned company specializing in Background check services who conducts thorough criminal records search to identify the convictions that might belong to the candidate. This helps us in avoiding



unnecessary risk in the workplace. The following search is performed for a satisfactory criminal background check:

- **Civil Court Search**
- **Social Security number verification**
- **National Criminal and Records Locator**
- **Federal Bankruptcy Search**
- **National Sex Offender Registry**

- **International Criminal Court Search**
- **Federal Criminal Court Search**
- **Federal District Civil Court Search**
- **County Criminal Court Search**
- **State Criminal Repository Search**

Background Check Agencies

Cynet has business tie ups with the following agencies to conduct background checks and have professional accounts set up with these agencies:

- American Checked
- Hire Right
- LexisNexis
- Quest Diagnostic
- Good Hire
- First Advantage

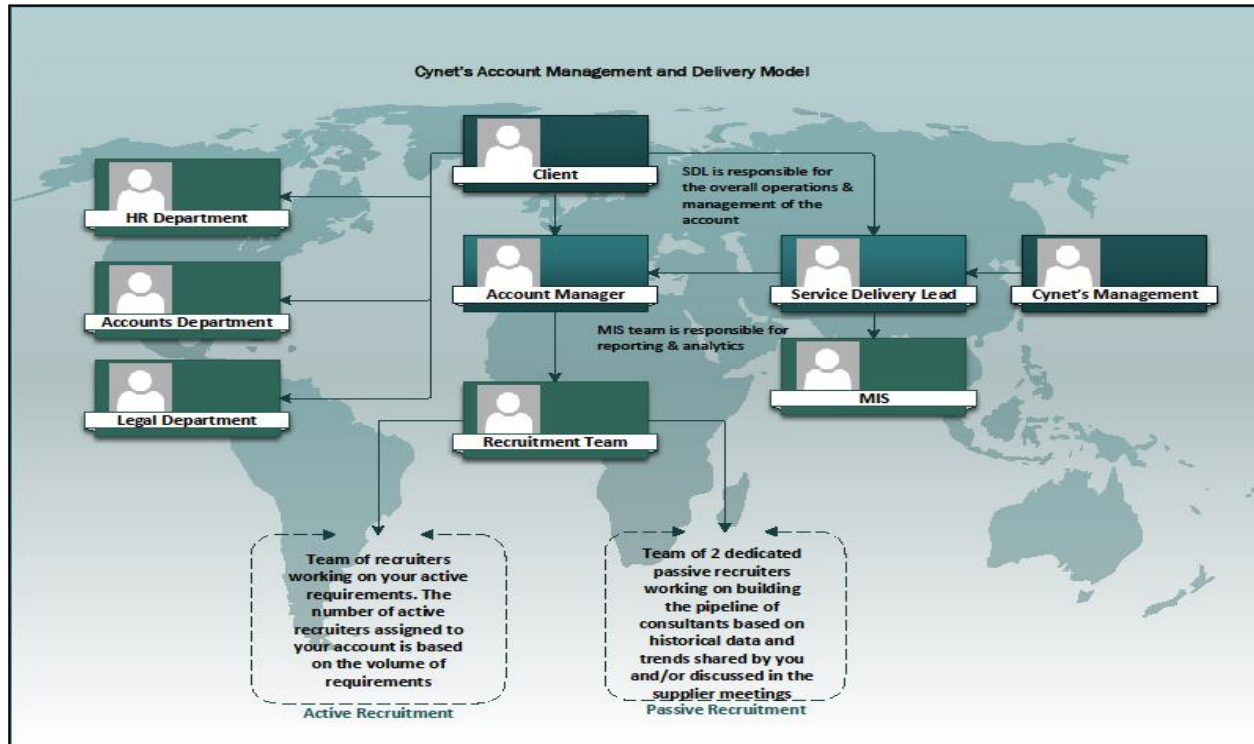
Dedicated Account Management Plan

We intend to leverage our dedicated Account Management setup where we will deploy a dedicated team for handling CRISP’s account and filling the staff orders in the shortest turn around possible at the same time exceeding the their expectations with the Best match for their requisition. We intend to leverage the following resources for managing your account:

Resource	Quantity
Service Delivery Lead	1
Account Manager	1
Team Leader	1
Active Recruiters	TBD (Based on volume)
Passive Recruiters	3
HR Personnel	1
Legal/Contracts Personnel	1
Finance Personnel	2
MIS Personnel	1

At Cynet we would engage a dedicated team of resources to manage the requirements released by the West Virginia Purchasing Division and assist them by providing the most qualified talent across all the verticals. Since we maintain a specialized team of recruiters across diversified industry verticals and platforms, we intend to provide a team of healthcare recruiters to ensure that each submitted candidate is screened appropriately based on their domain expertise and thus reduces the time to fill per requirement. Also, with our proven processes we have been able to maintain a high submission to

interview and placement ratio and we would like to extend our proven methodologies to manage the temporary personnel requirements effectively.



Following would be the roles and responsibilities performed by the Dedicated Cynet Team who would be working for your account:

Roles and Responsibilities	
Management	Cynet's Management and its representatives are responsible for overall operation and management of the National Accounts Program. They are responsible to approve the setup of all new programs internally and closely monitor the progress of the team. All the service delivery leads, either on-site or off-site would report to the management for reviews and progress reports. Management has the right to conduct reviews and quality surveys outside of pre-defined cycles. Management further plays a key role in implementing this 360 Degree feedback received from all stakeholders.
Service Delivery Lead	Service Delivery Lead is SPOC and is in charge of the account and monitors the overall progress of the account. SDL is responsible for attending all customer related meetings, vendor reviews, etc. SDL is also responsible for ensuring overall contract compliance and ensuring the compliance matrices are covered in the team meetings. He also shares a high level and a micro level overview of the contract w.r.t to SLAs (Service Level Agreements), contractor requirements and qualifications, Rate changes, start and end dates of engagements, etc. He is also responsible for the overall performance of the team under the PMO for the assigned account. This resource can either be on – Site (Customers Location) or Off Site (Cynet)

<p>Account Manager</p>	<p>Account Manager will work closely with the SDL right from the requirement gathering stage until the closure of the position. AM will be well versed with the latest technology trends, sourcing tools like: VMS and other customer portals. He will maintain a good working relationship with the Client / MSP Managers. AMs are experienced in attending (with the SDL) vendor meetings, feedback sessions and are able to translate feedback into action to improve the productivity and quality. Cynet's account managers are also responsible for making sure that the candidate before submission is the right match and meets/exceeds all matrices described by the client. They screen the consultants based on Skills and identify if he fits the customers' culture. Their role primarily includes coordinating all client and SDL side activities and managing a team of resource managers recruiting for his client.</p>
<p>Active Recruiter</p>	<p>Every recruiter works on the positions diligently and with a dedication to find the best match. Active recruiters will screen and qualify consultants across skills for a given customer requirement. They will demonstrate the ability to negotiate rates, qualify the work authorization status and understand the consultant's technical and functional abilities and preferences. Recruiters will have complete working knowledge of job boards which includes, search type, job postings, folder maintenance etc. They will work on every available tool to source a candidate as per the client requirement keeping into consideration the timeliness and the quality and screen all the candidates received from different sources.</p>
<p>Passive Recruiter</p>	<p>Passive recruiters are engaged to review the historical data collected during vendor sessions, meeting evaluations etc. They would also collect data like the rates, experience levels and verification requirements etc. Based on these inputs a passive recruiter will use his skills to source and pre-screen consultants and build up a pipeline which can be used by Active Recruiters to shorten the turnaround time if a similar requirement comes up. We have observed that this model ensures that the delivery times are reduced by more than 55%. Every passive recruiter is also qualified and understands all aspects of traditional recruitment and best practices w.r.t compliance and quality.</p>
<p>HR Personnel</p>	<p>HR Personnel is responsible for coordinating all HR related activities and ensure that they monitor contractor compliance while on the project. They also are in charge of monitoring consultant's progress on the project and attend to all first level issues reported by the employee.</p>
<p>Legal/Contracts Personnel</p>	<p>Contracts Personnel is responsible for all the legal paperwork, employee/ employer relations, contractor compliance and client contract compliance. They ensure all documents like: MSA, Purchase orders, Work Orders, SOWs etc. are updated regularly. They further ensure work authorization related compliance and filings.</p>
<p>Finance Personnel</p>	<p>Finance Personnel is responsible for all Payroll and Invoicing related matter. They ensure timely payments to the consultant's w.r.t client side approved time cards. They are also in charge of invoicing and ensuring we comply with all client side policies regarding payment of fees etc.</p>

MIS Personnel	MIS Personnel is in charge of all data collection and reporting activities. They provide real time data analysis to the management and the SDL to ensure we monitor the client performance in real time and work on areas of concern. They manage all reports w.r.t payments, escalation matters, requirements, resume counts, fill ratios, technologies worked on, team structures etc.
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As mentioned above all Accounts at Cynet are managed through our Prospecting to Delivery practice which ensures smooth flow of information within the account team and the client. Following points ensures effective communication throughout the contract term:

SPOC

We assign a Single Point of Contact which is SDL to the client who keeps interacting with the client throughout the contract term. This helps the client in avoiding any miscommunication and gives accountability to SDL to ensure smooth flow of information during the contract.

Communication modes

Following modes are used for communication with the client:

- Email
- Phone
- In Person meeting

Communication Lines

As an extension to the delivery model detailed in the earlier section, we have incorporated the lines of communication into our delivery model and process. The table below depicts the type of communication, frequency and ownership of communication. The actual communication frequency is set based on contractual terms and customers request once Cynet is on board as an approved vendor.

Lines	Primary Comm. Point	Ownership	Mode	Frequency
Contract Negotiations	Client	SDL	Email, Phone	Once during Contract Execution
On Boarding (Client)	Client	SDL	Email, Phone	Once during On Boarding
Engagement Reviews	Client	SDL	Email, Phone, In-Person	As Requested by Customer
Change Request	Client	SDL	Email, Phone	As Requested by Customer
Project Reporting	Client	SDL	Email, Phone	As per Customer/ MSP Guidelines
Issue Reporting & Escalations	Client/Consultant	SDL	Email, Phone	Based on Incident
On boarding and off boarding	Consultant	SDL, HR, Legal	Email, Phone, In-Person	During on/ off boarding

Performance Evaluation	Consultant	SDL, HR	Email, Phone	Quarterly
Status updates	Client/Consultant	SDL	Email, Phone	Quarterly
Policy changes	Client	SDL	Email	As Per Change
Payment and invoicing related	Client	SDL & Finance	Email	As Requested by Customer
HR Contact	Consultant	HR	Email, Phone	Monthly
Client Follow ups	Client	SDL	Email	As Requested by Customer
Consultant Follow ups	Consultant	SDL & HR	Email	As Requested by Consultant

Communication Type	Guaranteed Response time
Response to telephone or voicemail messages	Within 2 hours
Filling of routine temporary & Permanent staffing requests	Within 24 hours
Reporting of temporary staff absences same day replacement if requested	Immediate. With our strong bench capabilities we would provide a replacement of temporary staff the same day if requested.

Thank You! We wish to work with you!

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;
____ Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:

- ____ Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% 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% 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% 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) rescind the contract or purchase order; 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.

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: _____

Signed: _____

Date: _____

Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.