




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 1[General Information](#) | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)**Procurement Folder:** 792634**SO Doc Code:** CRFQ**Procurement Type:** Central Master Agreement**SO Dept:** 0613**Vendor ID:** **SO Doc ID:** VNF2100000007**Legal Name:** COMPASS HEALTH SERVICES LLC**Published Date:** 10/23/20**Alias/DBA:****Close Date:** 11/4/20**Total Bid:** \$337,610.00**Close Time:** 13:30**Response Date:** **Status:** Closed**Response Time:** **Solicitation Description:** **Responded By User ID:** **Total of Header Attachments:** 1**First Name:** **Total of All Attachments:** 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 792634
Solicitation Description: Addendum No.1 Pharmacy outsourcing
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2020-11-04 13:30	SR 0613 ESR11032000000003332	1

VENDOR
 000000208206
 COMPASS HEALTH SERVICES LLC

Solicitation Number: CRFQ 0613 VNF2100000007
Total Bid: 337610
Response Date: 2020-11-03
Response Time: 10:16:17
Comments:

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-7022
 david.h.pauline@wv.gov

Vendor Signature X **FEIN#** **DATE**

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	Pharmacy outsourcing				168805.00

Comm Code	Manufacturer	Specification	Model #
85121900			

Commodity Line Comments: See Exhibit A Pricing Page. The system will not allow us to proceed to Step 2 without entering an amount. We are therefore entering the \$168,805 Overall Total Cost from the Exhibit A Pricing Page.

Extended Description:

See Exhibit A Pricing Page

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Pharmacy Services				168805.00

Comm Code	Manufacturer	Specification	Model #
85121900			

Commodity Line Comments: See Exhibit A Pricing Page. The system will not allow us to proceed to Step 2 without entering an amount. We are therefore entering the \$168,805 Overall Total Cost from the Exhibit A Pricing Page.

Extended Description:

Pharmacy Services

November 3, 2020

Via Electronic Submission Only
Department of Administration
Purchasing Division
2019 Washington Street East
PO Box 50130
Charleston, WV 25305

Re: *Centralized Request for Quote – Pharmacy Outsourcing*

To Whom It May Concern,

On behalf of Compass Health Services, LLC d/b/a Omnicare of Morgantown (“Omnicare”), thank you for the invitation to submit a quote for the provision of pharmacy services for the West Virginia Veterans Nursing Facility. Omnicare incorporates this letter, by reference, into our quote. Please find attached Omnicare’s response to the Request for Quote (“RFQ”) to provide comprehensive pharmacy services.

Omnicare and West Virginia hereby certify that they will not violate the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) with respect to their performance under this Agreement. The parties acknowledge and agree that each party to an arrangement or transaction relating CVS Health’s business line of institutional pharmacy services operations that is between Omnicare and any actual source of health care business or referrals to Omnicare and involves, directly or indirectly, the offer, payment, solicitation, or receipt of anything of value and who meets the definition of a Covered Person under Omnicare’s Corporate Integrity Agreement shall complete at least one hour of training regarding the Anti-Kickback Statute and examples of arrangements that potentially implicate the Anti-Kickback Statute. CVS Health’s Code of Conduct and Anti-Kickback Statute Policies and Procedures are available to Facility at <http://cvshealth.com/codeofconduct> and <http://cvshealth.com/CIAPolicy>. In the event that Omnicare determines during the term of the parties’ agreement that the rates and pricing terms for Facility-Pay products and services are less than Omnicare’s actual cost of providing such products and services and/or the fair market value of such products and services, Omnicare may adjust the rates and pricing terms as specified in a written notice from Omnicare to the facility. Additionally, the Pricing Page refers to a “Pharmacy Software Package”, however, no pharmacy software package will be necessary as Omnicare will only need to utilize our internal pharmacy dispensing system. This system will have a bi-directional interface with the facility’s PointClickCare system, all of which will communicate with the Omnicell machines.

As West Virginia's strategic partner, Omnicare believes we can support your mission through serving as your exclusive, single-source pharmacy provider.

We look forward to your feedback and thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Lerner".

Matthew Lerner
Senior Manager – Government Accounts
(414) 335-6930
matthew.lerner@omnicare.com

Enc.



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

State of West Virginia
 Centralized Request for Quote
 Medical

Proc Folder: 792634		Reason for Modification:	
Doc Description: Addendum No.1 Pharmacy outsourcing		Addendum No.1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-23	2020-11-04 13:30	CRFQ 0613 VNF2100000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Compass Health Services, LLC d/b/a Omnicare of Morgantown

Address : 102 Corporate Drive

Street :

City : Morgantown

State : WV **Country :** USA **Zip :** 26501

Principal Contact : Mary Jean De Santis

Vendor Contact Phone: 610-312-9455 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-7022
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 55-0730048 **DATE** 11/2/2020

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



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

State of West Virginia
 Centralized Request for Quote
 Medical

Proc Folder: 792634		Reason for Modification:	
Doc Description: Pharmacy outsourcing			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-10-16	2020-11-04 13:30	CRFQ 0613 VNF210000007	1

BID RECEIVING LOCATION

VENDOR

Vendor Customer Code:

Vendor Name : Compass Health Services, LLC d/b/a Omnicare of Morgantown

Address :

Street : 102 Corporate Drive

City : Morgantown


State : WV **Country :** USA **Zip :** 26501

Principal Contact : Mary Jean De Santis

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FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-7022
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 55-0730048 **DATE** 11/2/2020

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility (WV VNF) located at 1 Freedom Way, Clarksburg, WV 26301 to establish an open-end contract to provide Pharmacy Services and Supplies per the attached documentation.

The Pricing Page, Exhibit A, must be completed and attached with the Vendor's submitted bid whether submitting an electronic bid or paper bid.

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV 26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pharmacy outsourcing				

Comm Code	Manufacturer	Specification	Model #
85121900			

Extended Description:
See Exhibit A Pricing Page

INVOICE TO		SHIP TO	
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY		VETERAN'S NURSING FACILITY 1 FREEDOMS WAY	
CLARKSBURG	WV 26301	CLARKSBURG	WV 26301
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pharmacy Services				

Comm Code	Manufacturer	Specification	Model #
85121900			

Extended Description:
Pharmacy Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due by 11:00 am	2020-10-21

	Document Phase	Document Description	Page
VNF210000007	Draft	Pharmacy outsourcing	3

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 **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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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
Revised 01/09/2020

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: 10/21/2020 11:00 am

Submit Questions to: **David Pauline**

2019 Washington Street, East

Charleston, WV 25305

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

Email: david.h.pauline@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:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

Revised 01/09/2020

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 N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: 11/4/2020 at 1:30 pm

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

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

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

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

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.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

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 Upon Award and extends for a period of One (1) year(s).

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

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See attached specifications

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

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

Automobile Liability Insurance in at least an amount of: \$100,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. 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. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

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

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

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

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

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.

Mary Jean De Santis, Associate Sales Manager

(Name, Title)

Mary Jean De Santis, Associate Sales Manager

(Printed Name and Title)

102 Corporate Drive, Morgantown, WV 26501

(Address)

610-312-9455

(Phone Number) / (Fax Number)

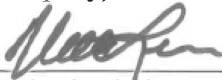
maryjean.desantis@omnicare.com

(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.

Compass Health Services, LLC d/b/a Omnicare of Morgantown

(Company)



Matthew Lerner, Senior Manager

(Authorized Signature) (Representative Name, Title)

Matthew Lerner, Senior Manager

(Printed Name and Title of Authorized Representative)

11/2/2020

(Date)

414-335-6930

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Nursing Facility (Agency) to establish an open-end contract for Pharmacy services and supplies.

OBJECTIVE: The WV Veterans Nursing Facility is a 120-bed capacity state nursing home for veterans. The Agency is currently providing in-house pharmacy services, equipment, supplies and pharmaceuticals and wishes to obtain the services of an outside vendor to take over all pharmacy related services, supplies, equipment and personnel requirements. The agency does not intend to supply the Vendor with office space. The Vendor will also be responsible for purchasing and maintaining equipment, packaging and delivery as listed in these specifications.

The vendor will be required to duplicate the current setup at the Facility, which utilizes three (3) Carefusion Pyxis narcotics drug carts (machines) integrated with the Agency's Electronic Medical Records "PointClickCare" software. The Agency plans to continue utilizing PointClickCare. The vendor must supply the Pyxis machines as well as a pharmacy software of their choice. The Agency currently utilizes Softwriters' Framework LTC.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **"Contract Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 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 **"Holidays"** include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day
- 2.5 **"Stat"** is Latin for statin, which means "instantly" or "immediately".
- 2.6 **"Nursing staff"** means the staff of the Agency that is to be notified of items in these specifications. A list of contact names, phone numbers and email addresses will be provided by the Agency to the Vendor upon award.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

3. GENERAL REQUIREMENTS:

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

- 3.1.1 Vendor must employ pharmacist(s), licensed and available to practice within the state of West Virginia.
- 3.1.2 Vendor must have a minimum of five (5) years' experience in providing pharmaceutical services to Long Term Care facilities.
- 3.1.3 Vendor must have no successful claims (excluding settlements) against their professional liability insurance within the last two (2) years.
- 3.1.4 Vendor must agree to charge only the pre-established acquisition cost margins for pharmaceuticals, both prescription and non-prescription, as contained in the pricing page. The percentage of markup must be listed on the pricing page.
- 3.1.5 The vendor must provide all prescription Pharmaceutical services as required per order, including packing up, filling, and delivering orders to the appropriate nursing units at the facility located at One Freedom Way, Clarksburg, WV 26301
 - 3.1.5.1 The vendor must have an on-call pharmacist available twenty-four (24) hours a day, seven (7) days per week for consultation.
 - 3.1.5.2 The vendor must use blister packaging for medications.
 - 3.1.5.3 The vendor must package medications for residents who are taking a leave of absence from the facility. Agency's nursing staff will notify the vendor when a resident is taking a leave of absence, either by phone, fax or email.
 - 3.1.5.4 The vendor must provide new medications within twenty-four (24) hours including weekends and holidays. Agency's nursing staff must be contacted if medications will take longer than one day due to special orders.
 - 3.1.5.5 The vendor must deliver refrigerated medications in insulated containers with cold packs to keep them at required temperatures.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

- 3.1.5.6 The vendor must provide for delivery of medications 365 days per year, including all holidays, which follow: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- 3.1.5.7 The vendor must ensure “stat” delivery services are available to the facility. “Stat” delivery timeframe must be within three (3) hours.
- 3.1.6 The vendor must destroy all outdated or discontinued medications as required by WV State and Veterans Affairs code, policy, directive, rules and/or regulations.
- 3.1.7 The vendor must bill all prescription orders to Medicare, Medicaid, and/or insurance.
- 3.1.8 The vendor shall bill the facility for medications of the residents who do not have Medicare Part D and/ or insurance. An itemized list of the medications shall be provided to the facility with the following information. Resident Name, Medication, and if the medication is OTC.
- 3.1.9 The vendor must back bill to third party insurance if resident becomes certified by/through their insurance company.
- 3.1.10 The vendor must issue credits to the facility for items returned that were paid for by the facility.
- 3.1.11 The vendor must provide monthly drug regimen review of all residents and report with recommendations to the facility’s Director of Nursing every 30 days at a minimum.
- 3.1.12 The vendor must conduct monthly meetings a minimum of every 30 days with the Director of Nursing or Assistant Director of Nursing to provide information about survey readiness and/or provide in-service, training, observation of med passes and report all findings.
- 3.1.13 The vendor must provide and maintain fully functioning medication, treatment and IV carts at the facility.
 - 3.1.13.1 The vendor must duplicate the current setup at the facility, which is for 7 medication carts, 5 treatment carts, and 2 IV carts. This setup and/or quantity may or may not be adjusted

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

during the term of the contract upon written request from the Agency.

3.1.13.2 The vendor will be responsible to stock and supply the seven (7) Medication Carts as follows:

3.1.13.2.1 All dividers as needed for separation of medications.

3.1.13.2.2 All medications for each cart depending on the resident's location and according to physician orders.

3.1.13.2.3 The device that holds the Laptop on each cart

3.1.13.2.4 A garbage can on the side of each cart. Size will depend on the size of the cart itself.

3.1.13.2.5 A Sharps container on the side of each cart. Size will depend on the size of the cart itself.

3.1.13.2.6 A narcotics drawer with a lock integrated into each cart.

3.1.13.2.7 Keyless push-button entry on each cart.

3.1.13.3 The vendor will be responsible to stock and supply the five (5) Treatment Carts as follows:

3.1.13.3.1 All dividers as needed for separation of medications.

3.1.13.3.2 All medications for each cart depending on the resident's location and according to physician orders.

3.1.13.3.3 The device that holds the Laptop on each cart

3.1.13.3.4 A garbage can on the side of each cart. Size will depend on the size of the cart itself.

3.1.13.3.5 A Sharps container on the side of each cart. Size will depend on the size of the cart itself.

3.1.13.3.6 Keyless push-button entry on each cart.

3.1.13.4 The vendor will be responsible to stock and supply the two (2) IV Carts as follows:

3.1.13.4.1 All dividers as needed for separation of medications.

3.1.13.4.2 IV fluids as needed; amounts to be determined by the Vendor.

3.1.13.4.3 IV start kits and accessories; amounts to be determined by the Vendor.

3.1.13.4.4 A garbage can on the side of each cart. Size will depend on the size of the cart itself.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

- 3.1.13.4.5 A Sharps container on the side of each cart. Size will depend on the size of the cart itself.
- 3.1.13.4.6 Keyless push-button entry on each cart.
- 3.1.13.5 The vendor must provide and maintain three (3) fully functioning Pyxis narcotic drug carts.
 - 3.1.13.5.1 All dividers as needed for separation of medications.
 - 3.1.13.5.2 All medications for each cart depending on the resident's location and according to physician orders.
 - 3.1.13.5.3 Keyless push-button entry on each cart.
- 3.1.13.6 All carts shall be capable of being outfitted to accommodate the varying needs of the facility and must provide secure access to all medications and needles.
- 3.1.13.7 The medication and narcotics carts must be fully compatible with the Agency's Electronic Medical Records System, currently PointClickCare and Carefusion/Pyxis.
- 3.1.13.8 The vendor must provide monthly inspection of all carts and medication rooms and report findings to Director of Nursing of the facility at least every 30 days.
- 3.1.14 The vendor must participate in scheduled Monthly and/or Quarterly Quality Assurance meetings as required by the facility, at least every 30 or 90 days, as scheduled by the Agency.
- 3.1.15 The vendor must conduct annual in-service training sessions at the facility, within thirty (30) days of the implementation of the contract and annually thereafter.
- 3.1.16 The vendor must provide psychotropic drug review and psychotropic monitoring devices monthly and upon prescription changes. Review must include at a minimum: resident name, drug name, date prescribed, alternate drug(s) available, if any, as well as associated monitoring devices for each drug, such as liver and kidney function, CBC's, electrolytes, EKG, and any other tests necessary to ensure the medications are well tolerated and that patients are not developing problematic side effects.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

- 3.1.17 The vendor must provide required Consultant Services for the facility at least monthly.
- 3.1.18 The vendor must also provide the following non-required consultant services if requested by the facility:
 - 3.1.18.1 Medication observation evaluation of facility's capabilities
 - 3.1.18.2 Meetings in additions to the Quarterly Assurance Committee meetings
 - 3.1.18.3 Facility staff in-service educational programs beyond what is in the specifications, such as, but not limited to:
 - 3.1.18.3.1 Assess a medication pass with the LPN's to assist the facility in best practices
 - 3.1.18.3.2 IV certifications for LPN's
 - 3.1.18.3.3 Review facility policies and assist in updating
 - 3.1.18.3.4 Review policy for Narcotics documentation and suggest best practices
 - 3.1.18.4 Potential narcotic council activities
 - 3.1.18.5 Drug utilization and/or evaluation activities at the request of the facility
 - 3.1.18.6 Assistance in preparing for surveys
 - 3.1.18.7 Narcotic and/or drug destruction
 - 3.1.18.8 Anti -coagulation dosing as required by prescriber
 - 3.1.18.9 Services provided by Consultant as part of corrective action plans.
- 3.1.19 The vendor must provide all medication ordered.
- 3.1.20 The vendor must provide a monthly report on Pharmacy activities to the Director of Nursing of the facility, to include at a minimum, resident name, medication name, amount of dosage, recommendations on the effectiveness of the medications.
- 3.1.21 The vendor must advise the facility of medications not covered by third party insurances and give recommendations of alternative allowable prescriptions (i.e. generics) whenever available.
- 3.1.22 The vendor must comply with all Federal and State standards and requirements applicable to the provision of pharmaceutical care and services. State regulations for nursing homes can be found at <http://apps.sos.wv.gov/adlaw/csr/readfile.aspx?Docid=26551&Format=PDF> Section 8.13.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

- 3.1.23 Vendor Required Equipment/Electronic Requirements
- 3.1.23.1 Vendor must have a computer system with internet capability and ability to access the VPN and the facility's electronic medical record system.
 - 3.1.23.2 Vendor must have a bar code scanner to scan bar codes into the electronic medical records system
 - 3.1.23.3 Vendor must have a bar code scanner to print bar code labels that will be affixed to any dispensed medication that does not have a manufacturer bar code (i.e., medication not dispensed in unit dose) and some medications that may need to be placed in clear plastic bags (i.e., ointments, creams, lotions, inhalers, suppositories, injectables).
 - 3.1.23.4 The vendor must receive and verify orders from the facility via a Virtual Private Network (VPN) maintained by the facility.
 - 3.1.23.5 Vendor shall verify each Physician's order electronic/written order within the facility's electronic medical record system/VPN in addition to processing the order into the current pharmacy dispensing computer system.
 - 3.1.23.6 The vendor must integrate the Pyxis machines with the Agency's Electronic Medical Records "PointClickCare" software. The vendor must supply the Pyxis machines as well as a pharmacy software of their choice.
 - 3.1.23.7 Vendor must integrate its software with the facility's medical record system, which at this time is PointClickCare (PCC).
 - 3.1.23.8 Vendor must provide and utilize pharmaceutical packaging equipment to properly package all pharmaceuticals so they can be scanned into the facilities BCMA (Bar Code Medication Administration) computer package.
 - 3.1.23.9 Vendor shall dispense medications with a bar code using the manufacturer national drug code (NDC) bar code number on a unit dose medication.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

3.1.23.10 Vendor shall scan each of the dispensed drug's bar code into the electronic medical records system drug file the first time the NDC bar code is utilized. The pharmacy will only need to scan in bar codes subsequently if there is a manufacturer change in its NDC number.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the responsible Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering the per item rate (hourly rate or fee per item) then multiplying by the Estimated Quantity (or hours) to get the Monthly Total, then multiplying by 12 to get the Annual Total. All Annual Totals should then be added together to get the Annual Total of All Services. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor must agree to charge only the pre-established acquisition cost margins for pharmaceuticals as contained in the pricing page. The percentage of markup must be listed on the pricing page.

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

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Tara.L.Lyle@wv.gov

5. ORDERING AND PAYMENT:

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Prescription orders have been defined in mandatory requirements (See Section 3 above).

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders 365 days per year including all holidays and weekends. Vendor shall deliver emergency orders within three (3) hours of receiving order. Vendor shall deliver all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

7. VENDOR DEFAULT:

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

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

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

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
CRFQ VNF21*7 Pharmacy Services and Supplies

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

Telephone Number: 304-290-1560 _____

Fax Number: 800-230-3083 _____

Email Address: chris.lockard@omnicare.com _____

EXHIBIT A
CRFQ VNF21*7 PRICING PAGE

<i>Contracted Services (may be the same person or multiple people, must indicate how many people you plan to use)</i>	<i>Estimated Hours per Month</i>	<i>Hourly Rate</i>	<i>Monthly Total (Est. Hours per Month x Hourly Rate)</i>	<i>Annual Total (Monthly Total x 12)</i>
Pharmacist for Phamaceutical Services	80	\$0.00	\$0.00	\$ 0.00 -
Pharmacy Consultant for Consultant Services	80	\$87.50	7000	\$ 84000 -
Pharmacy Consultant for non-required Consultant Services on an as-required basis.	80	\$87.50	7000	\$ 84000 -

Vendor plans to use for the above services: (circle one) one person multiple people (how many?) _____

<i>Pharmaceutical Services</i>	<i>Estimated Qty per month</i>	<i>Fee per Item</i>	<i>Monthly Total (Est. Qty. per month x Fee per item)</i>	<i>Annual Total (Monthly Total x 12)</i>
Packaging per specifications	1500	\$0.00	\$0.00	\$ 0.00 -
Filling prescriptions	1500	\$0.00	\$0.00	\$ 0.00 -
Medication Carts	7	\$0.00	\$0.00	\$ 0.00 -
IV Carts	2	\$0.00	\$0.00	\$ 0.00 -
Treatment Carts	5	\$0.00	\$0.00	\$ 0.00 -
Pyxis Machines	3	\$0.00	\$0.00	\$ 0.00 -
Carefusion Pyxis software	1	\$0.00	\$0.00	\$ 0.00 -
Pharmacy software package	1	\$0.00	\$0.00	\$ 0.00 -
Name: _____	n/a	n/a	n/a	
Other (describe) <u>See Attached Sheet</u>	Unknown	See Attached Sheet	Unknown	\$ 805 -

<i>Delivery Services (will not be paid separately, except for emergencies).</i>	<i>Estimated Qty per month</i>	<i>Fee per Delivery</i>	<i>Monthly Total (Est. Qty. per month x Fee per Delivery)</i>	<i>Annual Total (Monthly Total x 12)</i>
Emergency (STAT) deliveries (within 3 hours)	10	\$0.00	\$0.00	\$ 0.00 -

Overall Total Costs: \$ 168,805 -

Continued on Next Page

PRICING PAGE, page 2

Wholesale Acquisition Cost for <u>Prescription Drugs</u> not covered by insurance - Percentage of Markup	WAC+11%	%
Wholesale Acquisition Cost for <u>Non-Prescription Drugs</u> not covered by insurance - Percentage of Markup	WAC+30%	%

Vendor must bill and collect from Medicare, Medicaid, and third-party insurance for services rendered. The vendor must agree that the Agency will not be held responsible for payment in any cases of non-collection.

Vendor Name: Compass Health Services, LLC d/b/a Omnicare of Morgantown

Address: 102 Corporate Drive, Morgantown, WV 26501

Office: 610-312-9455 **Cell:** 610-312-9455 **Fax:** 800-230-3083

Email Address: maryjean.desantis@omnicare.com

Contact Name: Mary Jean De Santis **Title:** Associate Sales Manager

Signature:  **Date:** 11/2/2020

Compass Health Services, LLC d/b/a Omnicare of Morgantown (“Omnicare”)

“Other” Pharmaceutical Services

Omnicare has the following additional “Other” services to add into the “Other” row of the first page of the Exhibit A Pricing Page. As the bid does not provide a quantity for this column and Omnicare cannot accurately predict the actual quantity of these services, Omnicare is utilizing a quantity of one for each item for purposes of the bid. Omnicare’s “Other” charges / services are as follows:

<u>Service</u>	<u>Rate</u>
• IV Medication Starts by Infusion Nurse	\$500 per requested IV start
• IV Supplies and IV Pump	\$15 per day per IV patient
• IV Education	\$75 per attendee per class
• Infusion Nurse Hourly Rate for Additional Services	\$75 per hour
• Interim Medication Regimen Review	\$10 per occurrence
• RN Consultant	\$55 per hour
• LPN Consultant	\$40 per hour
• Technician Consultant	<u>\$35 per hour</u>
Total	\$805

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Compass Health Services, LLC d/b/a Omnicare of Morgantown

Authorized Signature: Evan E. Simpson-Travers Date: 10/29/2020

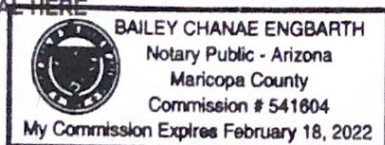
State of Arizona

County of Maricopa, to-wit:

Taken, subscribed, and sworn to before me this 29th day of October, 2020.

My Commission expires February 18th, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC

Bailey Chanay Engbarth
Purchasing Affidavit (Revised 01/19/2018)

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Compass Health Services, LLC
Omnicare of Morgantown

102 Corporate Drive

Name of Contracting Business Entity: _____ Address: _____
Morgantown, WV 26501

9501 E. Shea Blvd.

Name of Authorized Agent: Erin Simpkins-Travers, Senior Legal Counsel Address: Scottsdale, AZ 85260

Contract Number: TBD Contract Description: Pharmacy Outsourcing

Governmental agency awarding contract: Purchasing Division

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

The only subcontractor utilized is NursePro Plus.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

The ultimate parent company of Compass Health Services, LLC is CVS Health Corporation, a publicly-traded company.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: Erin E Simpkins Travers Date Signed: 10/29/2020

Notary Verification

State of Arizona, County of Maricopa:

I, Erin Simpkins-Travers, Senior Legal Counsel, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 29th day of October, 2020

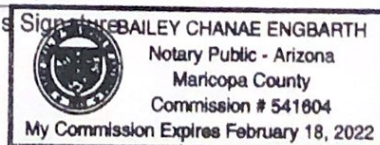
Raelynn Chubb
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____





Board of Pharmacy

***REGISTERED PHARMACY PERMIT
CONTROLLED SUBSTANCE PERMIT
STERILE / PHARMACEUTICAL COMPOUNDING PERMIT***

July 1, 2020 - June 30, 2021 Date Issued: 6/11/2020

Omnicare of Morgantown

Registered Pharmacy
102 Corporate Drive
Morgantown, WV 26501

LICENSE # SP0551179
DEA # BN5708067

Schedule II
Schedule III
Schedule IV
Schedule V

**Seble W. Hailu - RP0006351
Registered Pharmacist in Charge**

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN5708067	12-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	11-15-2018
OMNICARE OF MORGANTOWN 102 CORPORATE DR MORGANTOWN, WV 26501-4580		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: CVSCaremark.CertRequest@Marsh.com Fax:212-948-5338 CN101226639-X E&O-20-21	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D : Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Company of North America	43575	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D : Illinois Union Insurance Co	27960	INSURER E :		INSURER F :
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INSURER C : ACE Fire Underwriters Insurance Company	20702													
INSURER D : Illinois Union Insurance Co	27960													
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** NYC-010809982-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 <input checked="" type="checkbox"/> LIQUOR LIABILITY INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		XSLG71567850	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ 4,500,000 GENERAL AGGREGATE \$ 28,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED \$ _____
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH2529449A SELF-INSURED PHY.DMG.	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	See Page Two for Policy Numbers	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	MC E&O - PRIMARY		MSP G71207353 001 Subject to SIRs for various perils	11/28/2018	04/30/2020	LIMIT \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EVIDENCE OF INSURANCE

OMNICARE IS A COVERED ENTITY.

CERTIFICATE HOLDER **CANCELLATION**

CVS HEALTH CORPORATION, FORMERLY KNOWN AS CVS CAREMARK CORPORATION AND ITS SUBSIDIARIES AND AFFILIATES ONE CVS DRIVE WOONSOCKET, RI 02895	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED CVS HEALTH CORPORATION ONE CVS DRIVE MC2180 WOONSOCKET, RI 02895	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

EXCESS MC E&O:

1st Excess: Travelers Casualty and Surety Company of America
 POLICY #:107013136
 TERM: 11/28/2018 - 04/30/2020
 LIMIT: \$10M xs \$10M

2nd Excess: Lexington Insurance Company
 POLICY #:03-144-43-76
 TERM: 11/28/2018 - 04/30/2020
 LIMIT: \$5M xs \$20M

The Professional Liability Policies evidenced are subject to Self-Insured Retentions for various perils covered.

WORKERS COMPENSATION DEDUCTIBLE PROGRAM:
 POLICY DATES: JAN 1, 2020 TO JAN 1, 2021

Policy #	States Covered	Carrier
WLR66926746	AOS	Indemnity Insurance Company of North America
SCFC66926825	WI	ACE Fire Underwriters Insurance Company
WLR66926783	CA	ACE American Insurance Company
WCUC66926862	DC, MA, OH, RI	ACE American Insurance Company
WCUC66926904	CT, NC, NJ, VA	ACE American Insurance Company

LIMIT: \$2,000,000
 DEDUCTIBLE: \$2,000,000

COMMON POLICY CONDITIONS

A. Cancellation

2. We [Carrier] may cancel this policy by mailing or delivery to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non payment of premium

1) General Liability Additional Insured - Where Required Under Contract or Agreement language per endorsement C.G 2026 (04/13):

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by the General Liability Policy but only to the limit and scope of insurance agreed to by the Named Insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insureds acts or omissions or the acts or omissions of those acting on the Named Insured's behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED CVS HEALTH CORPORATION ONE CVS DRIVE MC2180 WOONSOCKET, RI 02895	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

2) General Liability Earlier Notice of Cancellation Provided By Us language per endorsement CG 02 24 10 93:

Number of Days' Notice 90

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

3) GENERAL LIABILITY CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity (ies) by the Carrier according to the notification schedule shown below:

Name of Person(s) or Entity(ies):

Per the most current schedule maintained by Marsh USA, Inc. and furnished to Chubb no less than 45 days prior to the effective date of cancellation.

Number of Days Advanced Notice of Cancellation: 90



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Omnicare One CVS Drive Woonsocket RI 028950000 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE Property & Casualty Insurance Co.		20699
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 570080210247 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			XOOG27939910005	01/01/2020	01/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Coverage.

CERTIFICATE HOLDER Omnicare One CVS Drive Woonsocket RI 028950000 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570080210247



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Providence RI Office 100 Westminster Street, 10th Floor Providence RI 02903-2393 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Omnicare One CVS Drive Woonsocket RI 028950000 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Coverys Specialty Insurance Company		15686
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570080210238 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$2,000,000			005RI000029923 Professional Liability	01/01/2020	01/01/2021	EACH OCCURRENCE AGGREGATE \$25,000,000 Specific Loss Limit \$25,000,000	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

Certificate No : 570080210238

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Limit shown is in excess of SIR.

CERTIFICATE HOLDER**CANCELLATION**

Omnicare, Inc.
 900 Omnicare Center
 201 East 4th Street
 Cincinnati OH 45202 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.