



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](http://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](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
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- Discount
- Document Information
- Clarification Request

Procurement Folder: 1341025  
 Procurement Type: Central Master Agreement  
 Vendor ID: VS0000042794   
 Legal Name: Sunshine Enterprise USA LLC  
 Alias/DBA: Sunshine Enterprise USA LLC  
 Total Bid: \$182,208.00  
 Response Date: 01/03/2024   
 Response Time: 17:25  
 Responded By User ID: samf@seu-usa.com   
 First Name: Sam  
 Last Name: Faragalla  
 Email: samf@seu-usa.com  
 Phone: 4073087989

SO Doc Code: CRFQ  
 SO Dept: 0506  
 SO Doc ID: HHR2400000001  
 Published Date: 12/28/23  
 Close Date: 1/4/24  
 Close Time: 13:30  
 Status: Closed  
 Solicitation Description: ACCOUNTING TECHNICIAN IV  
 TEMPORARY STAFFING  
 Total of Header Attachments: 1  
 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:** 1341025  
**Solicitation Description:** ACCOUNTING TECHNICIAN IV TEMPORARY STAFFING  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-01-04 13:30	SR 0506 ESR01032400000003170	1

**VENDOR**  
 VS0000042794  
 Sunshine Enterprise USA LLC

**Solicitation Number:** CRFQ 0506 HHR2400000001  
**Total Bid:** 182208  
**Response Date:** 2024-01-03  
**Response Time:** 17:25:18  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal G Husted  
 (304) 558-2402  
 crystal.g.husted@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	Accounting Technician IV	6240.0000	HOUR	29.200000	182208.00

Comm Code	Manufacturer	Specification	Model #
80111605			

**Commodity Line Comments:**

**Extended Description:**

Accounting Technician IV





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**  
**Service - Misc**

<b>Proc Folder:</b> 1341025		<b>Reason for Modification:</b>	
<b>Doc Description:</b> ACCOUNTING TECHNICIAN IV TEMPORARY STAFFING		ADDENDUM 1 TO PROVIDE ANSWERS TO VENDOR QUESTIONS	
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-12-28	2024-01-04 13:30	CRFQ 0506 HHR2400000001	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** VS0000042794  
**Vendor Name :** Sunshine Enterprise USA LLC  
**Address :** 500 Winderley Place Suite 218, Maitland, FL 32751  
**Street :** 500 Winderley Place Suite 218  
**City :** Maitland  
**State :** Florida **Country :** United States of America **Zip :** 32751  
**Principal Contact :** Rania Hanna  
**Vendor Contact Phone:** 407-636-2982 **Extension:** 1020

**FOR INFORMATION CONTACT THE BUYER**

Crystal G Hustead  
 (304) 558-2402  
 crystal.g.hustead@wv.gov

**Vendor Signature X** *Rania Hanna*

**FEIN#** 82-2013540

**DATE** 1/3/2024

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

**ADDITIONAL INFORMATION**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, IS SOLICITING BIDS TO ESTABLISH AND OPEN-END CONTRACT FOR ACCOUNTING TECHNICIAN IV TEMPORARY STAFFING PER THE ATTACHED DOCUMENTS.

\*\*\*QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS\*\*\*

INVOICE TO		SHIP TO	
HEALTH AND HUMAN RESOURCES FINANCE ONE DAVIS SQUARE, STE 300 CHARLESTON WV US		HEALTH AND HUMAN RESOURCES ADMINISTRATION AND FINANCE ONE DAVIS SQUARE, RM 300 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Accounting Technician IV	6240.00000	HOUR	\$29.20	\$182,208.00

Comm Code	Manufacturer	Specification	Model #
80111605			

**Extended Description:**  
Accounting Technician IV

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2023-12-21

	Document Phase	Document Description	Page
HHR240000001	Final	ACCOUNTING TECHNICIAN IV TEMPORARY STAFFING	3

## **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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: December 21, 2023 at 10:00 AM ET

Submit Questions to: Crystal Hustead  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: crystal.g.hustead@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

**For Request for Proposal ("RFP") Responses Only:** Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus \_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**Bid Delivery Address and Fax Number:**

Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Crystal Hustead

SOLICITATION NO.: CRFQ HHR2400000001

BID OPENING DATE: January 4, 2024

BID OPENING TIME: 1:30 PM ET

FAX NUMBER: 304-558-3970

**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: January 4, 2024 at 1:30 PM ET

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: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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: [www.state.wv.us/admin/purchase/vrc/Venpref.pdf](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 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. 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.

**23. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

**24. ISRAEL BOYCOTT CERTIFICATION:** Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (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:

the contract will continue for \_\_\_\_\_ years;

the contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

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

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**Other:** Contract Term specified in \_\_\_\_\_

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

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

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

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

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

**Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

**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.

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$2,000,000 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000 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.

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

**10. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

- \_\_\_\_\_ for \_\_\_\_\_.
- Liquidated Damages Contained in the Specifications.
- Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

**37. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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

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

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

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

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

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

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

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

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

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

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

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

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

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



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

(Printed Name and Title) Rania Hanna - President

(Address) 500 Winderley Place Suite 218, Maitland, FL 32751

(Phone Number) / (Fax Number) 407-636-2982 / 407-636-2985

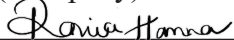
(email address) raniah@seu-usa.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Sunshine Enterprise USA LLC

(Company)



(Signature of Authorized Representative)

Rania Hanna - President

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

407-636-2982 / 407-636-2985

(Phone Number) (Fax Number)

raniah@seu-usa.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ HHR240000001

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

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

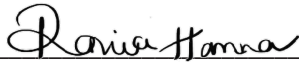
Addendum Numbers Received:  
*(Check the box next to each addendum received)*

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

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

Sunshine Enterprise USA LLC

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

1/3/2024

\_\_\_\_\_  
Date

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



**REQUEST FOR QUOTATION  
CRFQ HHR240000001  
Temporary Staffing Services**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health, West Virginia of Human Resources and West Virginia Shared Administration (Departments), to establish a contract for Accounting Technician IV temporary employees. Job Class Specifications are included as Attachment 1.

**NOTE:** The WVDHHR has developed an EEOP Utilization Report, and it is available at <http://www.wvdhhr.org/pdfs/H1.5%20Utilization%20Report%20and%20EEO%20policy.pdf>

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in Section 2 of the General Terms and Conditions.
- 2.1 **“Contract Services or Contract Items”** means the list of items identified in Section 3.1 below and the Pricing Pages.
- 2.2 **“Pricing Page”** means the schedule of prices, estimated order quantity and totals contained in wvOASIS 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 West Virginia Purchasing Division.
- 2.4 **“Temporary Staffing”** means an employee provided by a vendor awarded a contract under this Solicitation, to an agency of the State of West Virginia on a temporary basis.
- 2.5 **“Withholding”** means any fee, tax or other sum of money required to be withheld from an employee’s paycheck by federal, state, county or municipal governing bodies.

3. **GENERAL REQUIREMENTS:**

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

- 3.1.1 **Payments:** The Department shall pay Vendor for all temporary staffing services in accordance with the rates established by the contract as shown on the Pricing Page. The Vendor’s billing rate for Accounting Technician IV temporary employees shall include all costs associated with facilitating the temporary employment (e.g. employee compensation and overhead), as well as any and all insurance, taxes and other costs associated with employment of the temporary employees.

**REQUEST FOR QUOTATION**  
**CRFQ HHR240000001**  
**Temporary Staffing Services**

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**3.1.2 Overtime and Holiday Pay:** Temporary employees may work more than forty (40) hours in a week. Any temporary employees working in excess of forty (40) hours per week must obtain prior authorization from the agency.

**3.1.2.1** Vendor shall bill and Department shall pay 1.5 times the hourly billing rate contained on the Pricing Page for all authorized work in excess of forty (40) hours per week.

**3.1.2.2** Temporary employees may work on days recognized as a holiday by the State of West Virginia. Vendors shall bill and Department shall pay 1.5 times the hourly billing rate for any work performed on days recognized as a holiday by the State of West Virginia.

**3.1.3 Fee Adjustment:**

**3.1.3.1** The State of West Virginia may consider a vendor's request to increase the hourly billing rate only if the federal or State minimum wage rate changes during the life of the contract and that rate change entitles the temporary employee to an increased salary. Any adjustment shall be based on the actual dollar value of the increase not a percentage. A request to increase the hourly billing rate by the Vendor may result in a change to the Vendor's priority level.

**3.1.3.2** Any request for an increase should be submitted to the WV DHHR Purchasing Division thirty (30) calendar days prior to the effective date of the increase and the contract may be amended accordingly or cancelled and rebid. No other increases will be considered.

**3.1.4 Timecard:**

**3.1.4.1** The Vendors shall supply all temporary employees with timecards. Hours worked shall be reviewed and approved on a daily or weekly basis by the Department supervisor or designee. Computer generated time keeping is acceptable as long as the timecard is updated daily.

**3.1.5 Conduct and Management:**

**3.1.5.1** The Vendor shall be responsible for the conduct and management of the temporary employees provided through this contract and the employees are and shall remain the employees of the contract. The State of West Virginia shall in no way be considered a co-employer.

**REQUEST FOR QUOTATION  
CRFQ HHR240000001  
Temporary Staffing Services**

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**3.1.6 One-Week Notice of Temporary Employee Replacement:**

**3.1.6.1** Vendors shall provide one-week notice, except in case of a bona fide emergency, should Vendor be required to replace the existing temporary employees or provide a new temporary employee. The Department is not required to justify any request to replace temporary employees, nor is Department required to give advance notice.

**3.1.7 Smoke Free and Drug Free:**

**3.1.7.1** Vendors shall advise their employees that the State of West Virginia requires a smoke free and drug free workplace. This contract may require drug testing of the Vendor's employees for specific placements.

**3.1.8 Background Check/References:**

**3.1.8.1** The Department may request background checks and references for any temporary employees. The Department may request to interview the temporary employees prior to filling the positions to verify the individual has the qualifications for the temporary assignment. Please note that, if requested, Vendors will be responsible to pay for background checks.

**3.1.9 HIPAA:**

**3.1.9.1** The HIPAA requirements are attached. This must be signed by the Vendor and returned prior to issuance of any contract.

**3.1.10 Ethics in Public Contracting:**

**3.1.10.1** Vendors certifies the temporary services contract is entered into without collusion or fraud and the Vendors have neither offered nor received any inducements from any individual(s), public or private, in the preparation and pricing of the services to be provided.

**3.1.11 Immigration Refer and Control Act of 1986:**

**3.1.11.1** Vendors shall provide temporary employees which are in compliance with the Immigration Reform and Control Act of 1986 (or current immigration laws).

**REQUEST FOR QUOTATION**  
**CRFQ HHR2400000001**  
**Temporary Staffing Services**

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**3.1.12 Equal Employment Opportunity:**

**3.1.12.1** Vendors shall be an Equal Opportunity Employer and shall take all employment actions without regard to an individual's race, color national origin, ancestry, sex religion, age, physical handicap, disability or political affiliations.

**3.1.13 Reports**

**3.1.13.1** In addition to what is covered by the General Terms and Conditions on this Solicitation, quarterly reports required from the Vendors must contain:

- Identification of each temporary employee (complete name)
- Classification of each temporary employee
- Department location where each temporary employee is working
- Number of hours each temporary employee has worked) for each quarter, TYD and since initially beginning work for Department)
- Hourly pay rate for each temporary employee
- Total dollars paid to the temporary employee

**Note:** These reports are mandatory; failure to adhere to this may result in the cancellation of the contract. Such reports must be sent electronically (Excel document) to the Department utilizing this contract and to the buyer responsible for this contract at the WV DHHR Purchasing Division. These reports are due within thirty (30) calendar days after the end of each calendar year quarter.

**3.1.14 Exception Labor Sources:**

**3.1.14.1** There are certain labor services available to Department outside of temporary services contract and the issuance of temporary service contracts shall not alter or interfere with the existing laws, policies and/or procedures for the use of these exceptional labor sources. Some examples of these sources include:

- Division of Personnel's temporary personnel registers
- Other State Agencies
- Prison labor
- Students from institutions of higher education
- Volunteers

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**3.1.15 Agency Ordering Procedures:**

**3.1.15.1** When the Contract is issued, DHHR will receive a spreadsheet to identify the lowest cost supplier for the Accounting Technician IV classification.

**3.1.15.2** Vendor A will have the first opportunity to provide temporary employee(s). The Department shall contact Vendor A by email to fill a position in the temporary employee classifications. Vendor shall reply to Department within forty-eight (48) hours. A reply from the Vendor indicating an unwillingness or inability to supply a temporary employee shall serve as a waiver from the Vendor and will be retained by the Department. When Vendor A is unable to supply the temporary employee or does not respond to the Department within forty-eight (48) hours, the next awarded Vendor shall be contacted. If the temporary employee sent by the Vendor is unable or unwilling to perform the job duties, the Department shall request a waiver from the Vendor and contact the next awarded Vendor if the waiver is granted.

Delivery orders in excess of \$250,000.00 shall require processing a Centralized Delivery Order through the West Virginia State Purchasing Division. Orders of \$250,000.00 or under will be processed as Agency Delivery Orders. Signed, dated vendor quote shall be included with each Delivery Order (i.e., scanned and electronically attached in wvOASIS).

**3.1.15.3** A Vendor providing services for this contract shall respond to any request for temporary employee within forty-eight (48) hours of receiving the request, unless the request is identified by Department as an emergency. When a temporary employee is requested on an emergency basis, the State may require an expedited response from the Vendor providing the temporary employee under this contract.

**3.1.15.4** The Department must send a delivery order to the Vendor to initiate the procurement of temporary services. The delivery order shall contain a description of services required, job location and number of hours required and

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**CRFQ HHR240000001**  
**Temporary Staffing Services**

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start and end dates to the assignment. All delivery orders shall be completed by the Department.

**3.1.15.5** At the discretion of the Department, the form attached as Exhibit A – Temporary Worker Request Form may be required prior to accepting a temporary employee offered by any Vendor. If this form is used, it shall detail the job description, acceptable dress code, overtime requirements and any other pertinent information the Department finds relevant. This will ensure that all temporary employees arriving at the Department will have full understanding of that is required of them for the temporary position. If requested by the Department, this form must be signed by the Vendor and the temporary employee, indicating that both the worker and the Vendor understand and accept the restrictions and requirements for the temporary position. The Department may also use this form to list any prohibited activities by the temporary employee (discussion of pay, cell phone use, internet privileges, tobacco use, etc.).

**3.1.15.6** If a Vendor has indicated they can fill the position and the temporary employee does not report for the temporary position without a reasonably acceptable explanation (in the opinion of Department), Department may then go to the next low bidder to fill the temporary position.

**3.1.16 Absent Temporary Employees:**

**3.1.16.1** All Vendors must notify the Department immediately upon learning that the temporary employee will be tardy or will be absent from work. The Vendor must instruct its employees that they must report absences to the Vendor and Vendor will communicate the absences to Department. Failure to notify the Department of an absent employee is grounds to move on to the next bidder to fill the position.

**Note:** It is strongly recommended to the Vendors that they check with each temporary employee one day prior to the beginning of the assignment to verify the start date. Vendors with a high percentage of “no shows” or a history of sending unacceptable temporary workers may be removed from the contract.

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**3.1.17 Removing a Temporary Employee:**

**3.1.17.1** Whenever a temporary employee is to be relieved of duties, the Department shall notify the Vendor. Whenever this removal is due to behavior and/or other unacceptable problems, the Vendor shall assist the Department in retrieving the electronic pass card whenever one has been issued.

**3.1.18 Solicitation for Temporary Employees:**

**3.1.18.1** Vendor shall not solicit work from Department. When the need arises for a temporary employee, Department shall make the necessary contact. Solicitation for work for temporary employees is strictly prohibited.

**3.1.19 Hiring of Temporary Employees/Credit Applications:**

**3.1.19.1** There shall be no fee incurred by the State of West Virginia if the Department decides to hire a temporary employee in a permanent position.

**3.1.19.2** Vendor shall not require a credit application to be completed by the Department.

**3.1.19.3** Vendor shall not request nor require any additional forms, policy statements, etc. to be signed by the Department.

**3.1.19.4** No additional terms and conditions shall be requested or required by Vendor to Department for any positions filled through this contract.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The contract is intended to provide Agencies with a purchase price on all Contract Items. The contract will be a progressive award with multiple vendors, capped up to five (5) vendors. Awards will be based on the lowest price provided on the pricing page in wvOASIS. Request for service will be placed by email to the lowest bidder. If the lowest bidder cannot provide the services requested at the requested time, within the requested timeframe, the second lowest bidder will be contacted and so forth. We will allow for forty-eight (48) hours from the time the email has been sent for the vendor to determine if they will be able to meet our needs and send confirmation back by email. If confirmation has not been received by forty-eight (48), we will move to the next

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lowest bidder and send a request via email, and the second lowest bidder will have forty-eight (48) hours to send an email confirmation and so forth.

**4.2 Pricing Pages:** Vendor should complete the Pricing Pages via wvOASIS by providing an hourly rate paid for the temporary employees, inclusive of withholding, overhead rates and any other associated costs. Vendor should complete the Pricing Page in their entirety as failure to do so may result in Vendor's bids being disqualified.

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

Vendors should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**5. ORDERING AND PAYMENT:**

**5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, 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. The vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**6. PERFORMANCE:** Vendor and DHHR shall agree upon a schedule for performance of contract services and contract service deliverables, unless such a schedule is already included herein by DHHR. In the event that this Contract is designated as an open-end contract, DHHR shall perform in accordance with the release orders that may be issued against this Contract.

**7. PAYMENT:** DHHR shall pay hourly rates as reflected on the Pricing Page, for all contract services performed and accepted under this contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. TRAVEL:** Vendor shall only be paid for temporary employee's travel in instances where Department specifically provides written authorization for the temporary employee to travel.

Vendor shall only bill for time that temporary employees are working at a designated temporary employment location or on approved travel. Vendor shall not bill for travel from the temporary employee's home to the designated temporary employment location. The



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Vendor shall be reimbursed for a temporary employee's travel expenses in accordance with the State of West Virginia travel regulations

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

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

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

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

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

**9.5** Vendor shall inform all staff of DHHR security protocol and procedures.

**10. VENDOR DEFAULT:**

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

**10.1.1** Failure to perform contract services in accordance with the requirements contained herein.

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

**10.1.3** Failure to comply with any laws, rules and ordinances applicable to the contract services provided under this contract.

**10.1.4** Failure to remedy deficient performance upon request.

**10.2** The following remedies shall be available to DHHR upon default.

**10.2.1** Immediate cancellation of the Contract

**10.2.2** Immediate cancellation of one or more release orders issued under this Contract

**10.2.3** Any other remedies available in law or equity.

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**11. MISCELLANEOUS:**

**11.1** Contract Manager: During 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: Rania Hanna  
Telephone Number: 407-636-2982  
Fax Number: 407-636-2985  
Email Address: raniah@seu-usa.com

**ATTACHMENT – 1**  
**CRFQ**  
**TEMPORARY STAFFING SERVICES**

**JOB CLASSIFICATIONS**  
**AND**  
**REQUIREMENTS**



# Accounting Technician 4

Class Code:  
9203

WEST VIRGINIA  
Established Date: Sep 17, 1997  
Revision Date: Sep 17, 1997

## SALARY RANGE

\$2,305.17 - \$4,264.42 Monthly  
\$27,662.00 - \$51,173.00 Annually

### NATURE OF WORK:

Under general supervision, performs advanced accounting support duties. The incumbent is responsible for posting complex journal entries that require the use of specialized accounting procedures, assisting the supervisor in preparing agency budgets, and examining records to assure adherence to accounting laws and regulations. Performs related work as required.

#### Distinguishing Characteristics

This is advanced level paraprofessional accounting work. Job duties include performing complex balancing and reconciling of multiple accounts. Employees in this class are responsible for accuracy of accounts for others and require little supervision. Responsibilities may also include being a lead worker.

### EXAMPLE OF WORK:

- Classifies/codes a variety of transactions which may require considerable knowledge.
- Transfers funds and balances multiple accounts such as hospital billing.
- Examines accounting records to assure adherence to accounting laws and regulations; verifies calculations and ensures accuracy and validity of transactions.
- Prepares and illustrates specialized statements and reports which reflect the relationships among accounts and which require steady searching and analysis.
- Makes complex journal entries and other transactions which require use of specialized accounting procedures.
- Maintains accounting records; gathers data and prepares complex financial statements and reports from records maintained.
- Assists supervisor in preparing budget by compiling data, preparing summaries and requests, and/or developing cost projections.
- Contacts associates, administrators, and general public in order to obtain information, discuss changes in documents, or resolve problems with more complex accounts.
- Makes recommendations on the development or revision of agency policies and procedures.
- May assign account/department codes.
- May train Accounting Technicians and subordinate staff.
- May lead and review work of other Accounting Technicians.

**Knowledge, Skills, and Abilities**

- Knowledge of accounting laws and regulations of bureau/agency.
- Knowledge of basic mathematical computations.
- Knowledge of an automated computer system.
- Skill in the use of a calculator.
- Skill in the use of office equipment such as a copier, fax machine, and personal computer.
- Ability to detect and correct errors in arithmetic or to refer to proper source for correction.
- Ability to gather and compile data for use in financial reports.
- Ability to communicate effectively, both verbally and in writing.
- Ability to establish and maintain effective working relationships with others.
- Ability to train, assign, supervise and review the work of others.

## **MINIMUM QUALIFICATIONS:**

**Training:** Graduation from a standard four-year high school or the equivalent.

**Experience:** Four years of full time or equivalent part time paid bookkeeping, accounting, or related experience.

**Substitution:** Successful completion of college-level accounting courses from an accredited college or university may be substituted at the rate of three semester hours equals six months experience;

**OR**

Successful completion of related business school or vocational training may be substituted for the experience through an established formula.

## **OTHER INFORMATION:**

PG: 10 \$27,662 - \$51,173  
Market Rate: \$45,088

## **SUPPLEMENTAL INFORMATION:**

Established: 9/18/97  
Effective: 12/01/97

**EXHIBIT A**

**Temporary Worker Request Form**

West Virginia State Agency:	Department of Health & Human Resources
Contact:	
Telephone Number:	
Classification:	Accounting Technician II

Agency Requirements for Temporary Worker(s)
Restrictions/Prohibitions for Temporary Worker(s)

Form must be signed by both the temporary worker and representative of the temporary agency indicating acceptance of all requirements and restrictions for this temporary worker position.

\_\_\_\_\_  
Temporary Agency Representative

\_\_\_\_\_  
Temporary Worker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

## 2. Permitted Uses and Disclosures.

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



### 3. Obligations of Associate.

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

f. **Support of Individual Rights.**

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

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

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

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

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

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

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

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

#### 4. Addendum Administration.

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

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

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

#### 5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: \_\_\_\_\_

Name of Associate: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Form - WVBA-012004  
Amended 06.26.2013

Appendix A

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

Name of Associate: \_\_\_\_\_

Name of Agency: WV DHHR \_\_\_\_\_

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



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# REQUEST FOR PROPOSAL

## FOR

### ACCOUNTING TECHNICIAN IV TMEPORARY STAFFING SERVICES

## FOR

### STATE OF WEST VIRGINIA

### Opening 1/4/2024 at 1:30 PM EST

SUBMITTED BY:

A handwritten signature in black ink that reads "Samer Faragalla".

SAM

FARAGALLA

**VICE PRESIDENT**

---

**Email**  
info@seu-usa.com

**Phone**  
407-636-2982

**Address**  
500 Winderley Pl., St 218,  
Maitland, FL 32751





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

January 3, 2024

## LETTER OF TRANSMITTAL

Purchasing and Hiring Committee:

Sunshine Enterprise USA LLC dba Sunshine Enterprise USA is pleased to submit herewith our letter of interest to participate in this solicitation. Since being invited to address this exciting opportunity, our team members have collaborated to produce a preliminary plan that we believe we are fully confident to support your team providing Recruitment, Staffing and Executive Professional Search Services.

As you know, we are a team of professionals with a proven track record in this region that has the ability to successfully transform our plan into reality. Our team is comprised of members who have worked together on numerous successful projects. They have been assembled for this project because of the enormous trust and confidence they have in one another. You can be assured that our team will manage your requests carefully, and accountability for results will never be delegated.

Our crew size and staff can easily handle these jobs. Sunshine Enterprise USA is committed to making personnel available to all clients to whom we propose our services. We are continually hiring new team members to facilitate our growth. The staffing for this project will be:

- Sam Faragalla, Project Manager and Liaison Officer and will work closely with the hiring manager to cover all the needs on timely manner.
- Rania, Finance and Accounting and Billing
- Laith Abu-Jazar, Senior Recruiter
- Nada Zaitoon, Recruiter
- Helen Blondel, Recruiter
- Vidal Reyes, Recruiter
- Landon Mills, Recruiter
- Amy Pelland, Recruiter
- Isabella Vincentelo, Recruiter
- Walid Abu-Jubara, Recruiter
- Quadir Herring, Recruiter
- Daniela Vasquez, Recruiter

We therefore look forward to offering our quality service. Thank you for giving us the opportunity to participate.


Signature: 

Authorized Name: Rania G Hanna

Position: On President  
behalf of: Sunshine Enterprise USA

 **Email**  
info@seu-usa.com

 **Phone**  
407-636-2982

 **Address**  
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Maitland, FL 32751



## Contact Information

### Contact Information for Binding Official / Primary Contact

---

Rania Hanna, President  
Sunshine Enterprise USA

Address: 500 Winderley Pl., St 218, Maitland, FL 32751

Phone no.: 407-633-0188

Email: [raniah@seu-usa.com](mailto:raniah@seu-usa.com)

### Project Manager and Liaison Officer of this bid 24/7

---

Sam Faragalla, Executive Vice President  
Sunshine Enterprise USA

Address: 500 Winderley Pl., St 218, Maitland, FL 32751

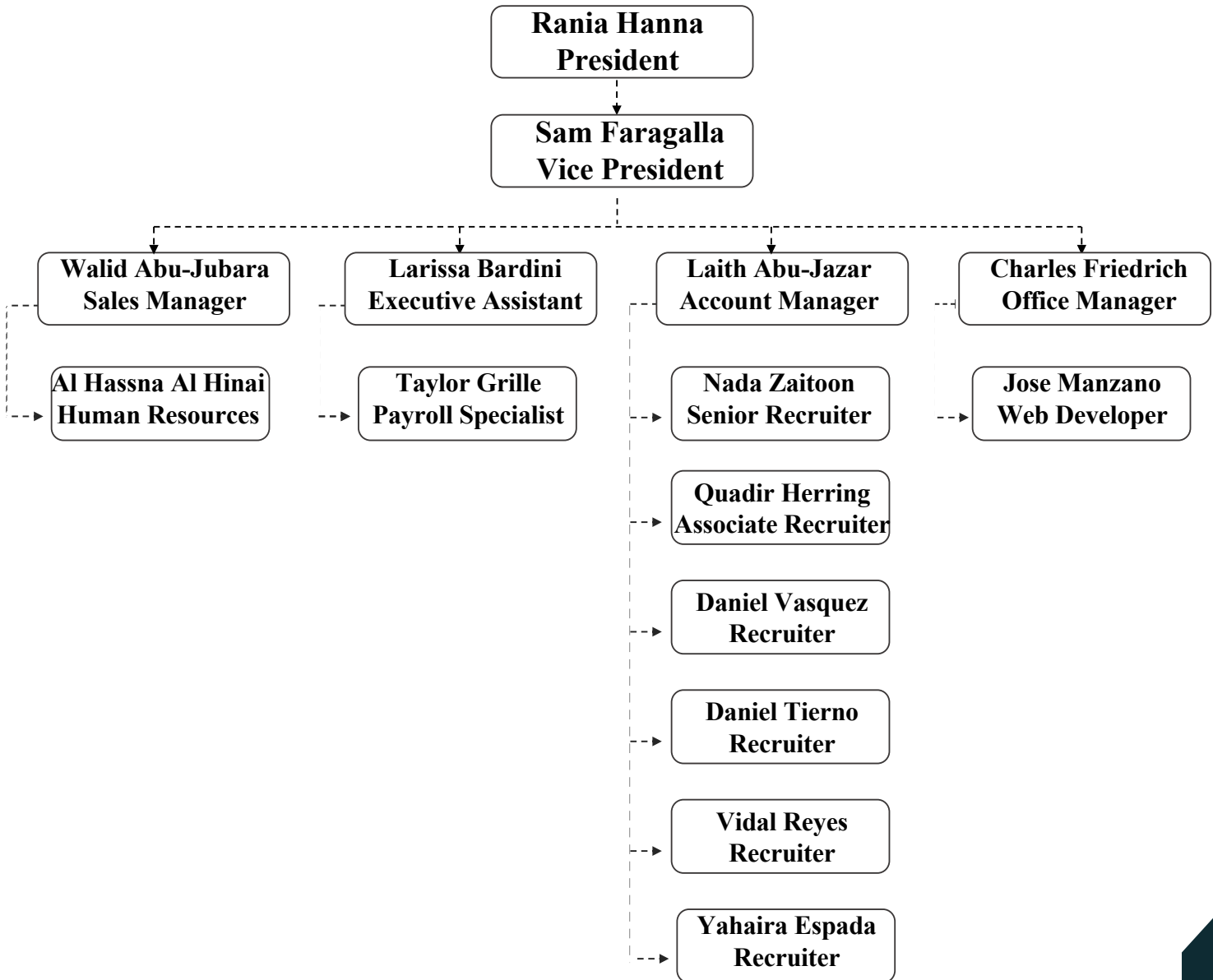
Phone no.: 407-308-7989

Email: [samf@seu-usa.com](mailto:samf@seu-usa.com)

# ORGANIZATION PROFILE AND QUALIFICATIONS

*March 31,2022*

# ORGANIZATIONAL CHART





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

January 3, 2024

## **ORGANIZATION (*Qualifications and Consulting Staff*)**

- Current Sunshine Enterprise USA staff are thirty. A partial listing of staff for assignment to assist the Client is included under “Project Team.” ninety percent (90%) woman-owned company
- No other firm other than Sunshine Enterprise USA is currently intended to be party to this proposal or fulfillment of the contract when approved.

## **FIRM QUALIFICATIONS AND EXPERIENCE (*Qualifications*)**

Sunshine Enterprise USA is well known for our strategic process, partnering methodology with our clients, thorough screening and background checking, ability to tailor our consulting and executive searches to the specific and unique needs of our clients, and to get results. We will work on a search until it is complete regardless of the time and effort required.


- We specialize in recruiting leadership for transportation, regional authorities, marine, cities, counties, state, education, healthcare, utilities and nonprofit organizations. Our client list attests to our experience in assisting these organizations large and small to find the talent they need.
- Working with boards, councils, search committees, executives and human resource offices in such settings, we are accustomed to the complex internal dynamics, networking, and candidate screening and evaluation processes that routinely arise in recruitments of this nature, and to the high level of constituent, political, and media interest they sometimes engender.
- Sunshine Enterprise USA consultants have built long-term relationships with our Clients. We have conducted multiple searches for many of these Clients.

As previously noted, we have conducted about 690 successful executive search consulting engagements covering a broad range of positions including many positions in water utility and other public sector agencies:

- LYNX -Executive Search and Recruiting Services for Central Florida Regional Transportation Authority d.b.a. LYNX
- Tampa International Airport - IT Support Specialists, Credential Support Specialist, HR Operation Support and more as needed.
- City of Gainesville - Kitchen manager and kitchen assistant staff
- Clemson University - Temp. Staff, Event Staff
- Volusia School District - Awarded Primary Contractor for Staffing. (Landfill,Solid Waste)
- PCS Civil - Staffing for various number of positions
- Atlantic Civil Construction Corporation - Staffing for various number of positions

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- We work collaboratively with the client to generate solutions that are creative yet practical, to meet the organization “where it is” while also moving it to the next level.
- Sunshine Enterprise USA offers a comprehensive range of products and services. Our systematic approach to human resource management ensures that the solutions, strategies, and methodologies we implement improve your organization.

<b>CONSULTING SERVICES</b>	
<b>ORGANIZATIONAL STRATEGY</b>	<b>TESTING, RECRUITMENT &amp; SELECTION</b>
<ul style="list-style-type: none"> <li>• Workforce &amp; Succession Planning</li> </ul>	<ul style="list-style-type: none"> <li>• Job Analysis</li> </ul>
<ul style="list-style-type: none"> <li>• Organizational Assessment, Redesign and Re-Engineering</li> </ul>	<ul style="list-style-type: none"> <li>• Develop/Deliver Assessment Center Services</li> </ul>
<ul style="list-style-type: none"> <li>• Performance Management</li> </ul>	<ul style="list-style-type: none"> <li>• Executive Search</li> </ul>
<ul style="list-style-type: none"> <li>• Employee Engagement</li> </ul>	<ul style="list-style-type: none"> <li>• Test Development*</li> </ul>
<ul style="list-style-type: none"> <li>• Change Management</li> </ul>	<ul style="list-style-type: none"> <li>• Test Administration*</li> </ul>
<ul style="list-style-type: none"> <li>• Complaint Investigations &amp; HR Outsourcing</li> </ul>	<ul style="list-style-type: none"> <li>• *(for employment and licensing certification)</li> </ul>
<b>CLASSIFICATION AND COMPENSATION</b>	<b>TRAINING AND DEVELOPMENT</b>
<ul style="list-style-type: none"> <li>• Classification</li> </ul>	<ul style="list-style-type: none"> <li>• Training</li> </ul>
<ul style="list-style-type: none"> <li>• Compensation</li> </ul>	<ul style="list-style-type: none"> <li>• Coaching</li> </ul>
	<ul style="list-style-type: none"> <li>• Accelerated Leader 360° Assessment™</li> </ul>
	<ul style="list-style-type: none"> <li>• Leadership Development</li> </ul>

Signature: 

Authorized Name: Rania G Hanna  
 Position: President  
 On behalf of: Sunshine Enterprise USA



Department of Administration,  
Purchasing Division  
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January 3, 2024


- Our team brings to this project a combination of background and skills vital to the requirements of the solicitation. As previously noted, the overall Project Manager will be Sam Faragalla, assisted by Rania Hanna and others who will also lend support as needed and are listed with their Bios below. Sam Faragalla will be the primary on-site manager. His background and experience include over 21 years of Recruitment and Executive Search experience on a national and global level.
- Our recruiters are all professionals, each with extensive management background as key executives in public organizations. The recruiters to be assigned to this work have significant personal experience recruiting a range of executive leadership and administrative roles for a broad range of clients. We assure that the individuals listed represent our current team assigned to search for Client and that any additional future staff assigned will be submitted to you for prior approval. We are available to immediately assist with your current needs.
- Current Sunshine Enterprise USA staff are thirty. A listing of staff for assignment is included under "Project Team."
- The primary Sunshine Enterprise USA contacts for Client will be Sam Faragalla, MA, SHRM-SCP, Vice President; Rania Hanna, President; and other staff and research associates as needed.
- All of the above-mentioned staff may be involved in some phases and tasks of the search as previously outlined. On-sight representation will, however, primarily be the responsibility of Sam Faragalla and Rania Hanna. Research Staff will be responsible for advertising.
- We will spend whatever time is necessary to complete all tasks and objectives in the search plan. The main project Manager (Sam Faragalla) will be available by office and cell phone on a seven day per week, 24 hours per day basis. Other staff will be available during regular business hours during the day and by cell phone in the evenings if critical issues need to be discussed.

Signature: 

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

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January 3, 2024

Sunshine Enterprise USA is well known for our strategic process, partnering methodology with our clients, thorough screening and background checking, ability to tailor our temporary/recruitment services, and staffing searches to the specific and unique needs of our clients, and to get results.

- Although primarily known as a leading recruiting firm, Sunshine Enterprise USA also provides other general and specialty management consulting services, including management audits, organizational development, public safety, strategic planning, assessment centers, leadership development training, performance management, executive coaching, diversity training, and human resources management.
- We have placed temp-to-hire, Contract-to-perm for various number of clients i.e. Customer Services Representatives, IT, Project Engineers/Managers, Accountants, Billing Specialists, Financial Analysts, etc. for major employers such as Tampa International Airport, Pinellas Suncoast Authorities (PSTA), Clemson University, Gainesville Police Department and the Middlesex Corporation, etc.
- Sunshine Enterprise USA consultants have built long-term relationships with our Clients. We have conducted multiple searches for many of these Clients.

## Quality Assurance

Sam Faragalla, Vice President, leads the Quality Assurance for Sunshine Enterprise USA. Sam guides the staff in responding to project issues, challenges and responsibilities to provide quality on every project. To assure quality on a project Sam may work on any and or all of the following phases of the project as listed below:


- Interviews, hires and conducts orientation sessions for new hires
- Assistance Problem Solving for all Challenges on the Project
- Timely responses to project issues and complexities
- Amenable Solutions to meet the Clients quality requirements and Budget Constraints

Signature: 

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

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January 3, 2024

## FINANCIAL CAPABILITIES, RESOURCES, CUSTOMER SERVICES AND QUALITY CONTROL

Sunshine Enterprise USA "Bidder" hereby warrants that we are financially strong and stable and have the necessary resources, human and financial, bonding capacity to provide the services at the level required by the Clients.

Sunshine Enterprise the strong financial strength to do business with the Client. Efficiency and cost control are keys of SEU success. SEU Management Team monitors the financial strength of the business on an on-going basis. Placing increased focus on the key areas of business profitability, liquidity and solvency to have a positive impact on our financial strength and bottom line. One of our best attributes are:

- Strong employee attitudes.
- Excellent customer service.
- Large market share.
- Personal relationships with customers.
- Highly efficient, low-cost operation.
- High integrity.

Sunshine Enterprise USA assigns, if we are the successful bidder, Sam Faragalla to be the one person designated to act as primary liaison between the Sunshine Enterprise USA and the Hiring Manager. In addition, an alternate will be designated to act in the temporary absence of that primary liaison.


We hereby confirm that we do not have any financial shortfalls including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last years and/or any material pending or threatened litigation.

Signature: \_\_\_\_\_

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

 **Email**  
info@seu-usa.com

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## Executive Recruitment Team

Our executive recruitment team of Mr. Sam Fargalla, Ms. Helen Blondel, Ms. Angela Tester, Ms. Bekka Larson, Ms Cheyenne Henderson and Ms. Rania Hanna possesses extensive public sector recruiting experience and will serve as resources throughout this recruitment effort. The specific project manager will be determined based on our ability to meet all your customer service needs in a timely and effective manner. We do not utilize subcontractors and no staff members will be removed or replaced without the prior written concurrence of the District. Their full resumes follow.

Role/Project Assignment	Name	Phone	Email
Finance Manager - President	Rania Hanna	407-633-0188	<a href="mailto:raniah@seu-usa.com">raniah@seu-usa.com</a>
Project Manager - Vice President	Sam Faragalla	407-308-7989	<a href="mailto:samf@seu-usa.com">samf@seu-usa.com</a>
Office Manager	Charles Friedrich	407-636-2981	<a href="mailto:admin1@seu-usa.com">admin1@seu-usa.com</a>
Senior Executive Recruiter	Helen Blondel	407-636-2984	<a href="mailto:helenb@seu-usa.com">helenb@seu-usa.com</a>
Senior Executive Recruiter	Landon Mills	407-636-2982	<a href="mailto:landonm@seu-usa.com">landonm@seu-usa.com</a>
Senior Executive Recruiter	Laith Abu-Jazar	407-340-2081	<a href="mailto:rec@seu-usa.com">rec@seu-usa.com</a>
Executive Recruiter	Walid Abu-Jubara	407-768-1231	<a href="mailto:bd@seu-usa.com">bd@seu-usa.com</a>
Executive Recruiter	Nada Zaitoon	407-636-1239	<a href="mailto:support@seu-usa.com">support@seu-usa.com</a>
Executive Recruiter	Isabella Vicentelo	407-636-2980	<a href="mailto:isabellav@seu-usa.com">isabellav@seu-usa.com</a>
Executive Recruiter	Amy Pelland	407-636-1239	<a href="mailto:amyp@seu-usa.com">amyp@seu-usa.com</a>

## Key Personnel for this Project

### **Rania Hanna** **President**

Rania Hanna is an expert in the Recruitment, Payroll, Accounting and Staffing Industry



After living abroad for a few years, Rania developed a passion for Staffing and Finance business. She joined a large company in 2002 and had the opportunity to work all over the world with individuals and Corporations. In 2016, she formed Sunshine Enterprise USA with the initial intention of working with just Recruitment, Staffing, and Payroll Services.

She started servicing clients in response to the varied work climate that accompanied the construction, utilities, environmental and civil engineering industries. The constant disparities in workloads, varying contract locations, seasonal requirements and periodic need for specialists or professionals with unique skills makes it difficult to maintain proper staffing levels in these sectors. Understanding these recurring niche industry problems, Rania was chartered to serve the staffing needs of industries with strict regulatory guidelines and cyclic/seasonal trends.

Rania is results orientated professional, offering over 15 years of progressive responsibility in recruiting. Consistently recognized as strategic and a change agent with the proven ability to design, build and re-organize recruitment teams to meet or exceed corporate talent objectives. Resourceful decision maker who combines integrity, exemplary leadership and proven operational skill to lead complex projects from conception through completion. Motivated by quality and the customer experience, looks for out-of-the-box solutions in delivering best practice results.

**Sam Faragalla, MA, SHRM-SCP**  
**Vice President, Marketing and Business Development**  
**Project manager and liaison officer for this bid**



Sam Faragalla, MA, SHRM-SCP is an expert in the Staffing and Recruitment industry. He is Human Resources Executive with over 15 years of comprehensive human resources experience including staffing, recruitment and retention, conflict resolution, change management, labor relations and benefits administration. Proven experience collaborating with senior management to conduct Human Resources strategic planning in order to support and further corporate goals. Possess broad knowledge of human resources in a variety of sectors including union and non-union environments and Fortune 500 companies with a large number of exempt/non-exempt employees. Demonstrated experience initiating cost containment strategies resulting in significant savings. Excellent ability to address and implement strategic plans for talent acquisition, retention and succession planning. Proven skills in labor and employment law including complaint investigation to thwart legal action.

**Expertise in**

Operations Management  
Training & Development  
Employee Relations

Compensation/Benefits Design  
Harassment/EEO Compliance  
Policy Design & Administration

He has been involved with his current and previous employers in a variety of projects. These projects include both public and private sector work, as either a prime or subcontractor. Public projects were large bid projects. These projects range from less than \$100M to in excess of \$600 million, individually.

Also, as part of his background, he has worked overseas in Oil & Gas then locally in Transit, Transportation and Heavy Civil Construction industries. Regardless of titles, all the roles he has filled has been "Hands-On" with day-to-day involvement in routine tasks, as well as managing the Business and Projects. He has a strong expertise in:

- Executive Recruitment Industries (Utilities, Infrastructure, Environmental, Marine, Construction, Oil & Gas, Manufacturing and Industrial)
- Recruitment and retention
- Employee relations and mediation
- Handbooks, policies and procedures
- Total Rewards and Benefits management
- Morale and communications
- Mentoring and counsel of staff and management
- Employment law & Legal compliance issues
- Performance management
- Diversity and Inclusion
- Corporate Social Responsibility

Sam maintains SHRM- Senior Certified Professional HR certifications that is along with his Master and Bachelor Degree.

## **Charles Friedrich** **Office Manager**

Charles Friedrich joined Sunshine Enterprise USA in November of 2022. Since then, Charles has quickly become an important part of the team. Charles handles most of the day to day office needs and a lot of the background paperwork that goes into staffing and recruiting. Currently, Charles has been the face of Sunshine Enterprise's partnership with Orange County Public Schools. Our company has been helping the schools cover many crucial open roles that many counties have been struggling to staff. Charles has traveled all across Florida to help our candidates in different job sites to sort out their new hire paperwork and provide basic training.



### ***Professional Experience***


- Oversees the business's daily activities. Such as managing the budget, tracking hours, managing the new hire paperwork, plus providing trouble shooting for any issues or questions that come up during the hiring process. Includes training new employees to adapt and thrive in their new position as well.
- Creating and improving internal and external standard operating procedures. Attends workshops and webinars to develop a strong understanding of best practices, as well as designing new policies to teach employees.
- Runs all aspects of background clearance from employee work authorization to reference checks to drug tests. Keeps up to date on government policies involving worker's rights, policy differences between states, and tax laws.
- Assists other Sunshine Enterprise departments including Payroll, Recruitment, Human Resources, and Contracts when short-staffed or they require extra help.
- The face of the community outreach program. Meets with both candidates and clients. Attends most Sunshine Events from the weekly hiring events to the bigger job fairs and conferences. Many times is the first person people meet when contacting Sunshine Enterprise. Regular public speaking.

### ***Education***

- University of Central Florida - Master's Degree in Clinical Mental Health (In Progress)
- University of Central Florida - Bachelor's Degree in International Relations
- Seminole Community College - Associates Degree in Political Science

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## **Landon Mills**

### **Business Development Specialist**

Landon is a seasoned business and administrative professional, with over 15 years of experience building and managing business relationships. His passion for problem-solving collectively reinforce his connection with clients, enabling enduring and mutually prosperous relationships.

For over 10 years, Landon was an award-winning employee of the Walt Disney Company in a variety of different positions. He is highly experienced in staffing senior leaders, managing special projects, and strategically restructuring workflows. As a collaborative team player, he has a successful track record of spearheading new initiatives that increase productivity and team morale.



### ***Professional Experience***

- Landon's extensive project management, workflow optimization, administrative support, customer service, and business development experience spans through a wide range of business industries including: business operations, entertainment, scheduling and staffing, special events, hospitality and tourism. He fully immerses himself into every role, gaining a better understanding of industry mechanics. This measured practice enables Landon to function as an insightful, efficient, and strategic member of any team.
- In former positions, Landon was a key member of a dynamic team that drove a historic multi-million dollar business transformation and expansion. He streamlined the daily team scheduling system; replacing a labor-intensive process with a highly-efficient and interactive digitized solution with a nearly 0% error rate. Also, Landon spearheaded an internal team communication initiative, resulting in greater cross-functional partnership within the company as well as the development of best practices that enhanced both the client and employee experience.

### ***Education***

- Bachelor's degree in Business Marketing Management from Virginia Polytechnic Institute and State University; graduated in 2009.



## **Walid Abu-Jubara** Executive Recruiter

Since joining SEU, Walid has conducted a wide range of recruitments for county, city, special district and association executives including city attorney, executive director, general manager, city manager, assistant and deputy city manager, police chief, community and economic development director, human resource director, finance director, city administrator, registrar of voters, library director, and director of information technology in addition to specialized support positions.



### ***Professional Experience***


- Project manager for local government, special district, and non-profit executive recruitments. Responsible for all facets of process including proposal interviews, all client meetings, creating marketing and advertising materials, conducting candidate screening interviews and developing finalist candidate interview processes.
- Assisted executive recruiting team in the recruitment of local government and public agency executives.
- Managed staff responsible for addressing escalated customer complaints. Negotiated and mediated pre-litigation settlements with attorneys, state regulators, and other state agencies, involving home improvement loans. Served as department fraud coordinator.
- Provided administrative support to SVP, including drafting correspondence, report writing, and special projects as assigned. Supervised department receptionist, responsible for interfacing with vendors and facilities management.
- Provided administrative and research support for private professional lobbying firm.
- Researched legislative bills, corresponded with professional association members regarding legislative proposals.

### ***Education***

- University of Central Florida: Bachelor of Science in Industrial Engineering

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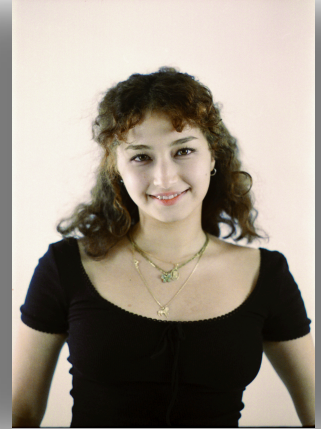
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## **Nada Zaitoon**

### **Executive Recruiter**

Ms. Zaitoon has 2 years of professional consulting and marketing experience in public sector human resources, including experience in the areas of project management, marketing communications, administration, and employee recruitment. She has worked as a SEU consultant for more than ten years, where she has managed or completed a wide variety of projects for SEU subject matter experts and senior executive staff.



### **Professional Experience**

- Conducts recruitments for various positions for public sector clients.
- Assisted the SEU Executive Search team as an Associate Recruiter. Wrote advertising copy, recruitment brochure text, did email outreach, built target candidate lists based on candidate requirements, researched other sources for outreach and candidate pools, conducted screening interviews, helped facilitate candidate interviews, and performed candidate reference checks.
- Served as liaison for internal business units collaborating on long-term marketing plans and strategies. Worked closely with unit managers, coordinators, vendors and staff support the organization's mission and direction.
- Managed SEU's Webinar Series. Worked with business units to develop monthly webinar calendar highlighting expertise of SEU consultants and diverse services. Moderates monthly sessions.
- Chaired Qualification Appraisal Panels (QAPs) for the Merit System Services contract. Lead structured interviews for social services candidates. Worked with panel members from client counties to ensure an unbiased rating process according to merit principles. Reviewed rating scales, discussed failing scores, and various types of rating errors with panel members. Served on rating panel.
- Conducted client visits to public agencies in FL and California to ensure that client needs are met. Relayed any service issues or grievances to appropriate service manager. Informs and educates clients on SEU products and services. Researched online data to pursue potential new areas of growth.

### ***Education***

- Florida State University: Bachelor's of Science in International Relations and Affairs



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## **Helen Blondel**

### Senior Executive Recruiter

Helen is a Recruiting and HR professional with years of progressive experience identifying individuals' strengths.

With a Bachelor of Science from Florida International University, she began her career after college as a Career Services Coordinator at a well-known Computer Sciences School, where she successfully placed 360+ executives in various professional capacities. She facilitated the hiring process for 50+ employers by providing recruiters relevant resumes of qualified applicants with timely follow up.



### ***Professional Experience***


- In her subsequent roles, she composed job descriptions and orientation checklists for over 200+ positions in the Transit, Transportation, Construction, Healthcare, and Hospitality industries. Helen also coordinated career fairs, orientations, and other company events.
- She has extensive experience with, and a strong respect for confidentiality, as she also specialized in Labor Relations for the most high-profile touristic property in Miami Beach. There, she maintained extremely sensitive employee information, listened to both sides of employee and employer concerns, reduced the number of union grievances on a monthly basis through effective communication with union representatives and thorough adherence to the Collective Bargaining Agreement, and ultimately resolved significant Labor issues that would otherwise have been escalated.
- With her years of experience leading orientations for new hires in the Heavy Civil Construction & Technology industries and beyond, she conducts 100+ interviews monthly for associate, entry-level, and executive-level roles. She is committed to matching jobseekers to their dream opportunities, and employers to their ideal candidates

### ***Education***

- Florida International University: Bachelor of Science Degree in Hospitality & Tourism.

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## **Isabella Vicentelo**

### **Executive Recruiter**

Isabella is a tenured executive recruiter with a proven history connecting talent with our regional and nationwide clients. Strong experience in Hospitality, Sales, Executive Search, Client Relationship Management, Candidate Interactions and Team Building. She has passion to find the right fit for both clients and candidates. Her mission as an executive recruiter is to identify potential, motivation and passion in my candidates and change their lives by offering them an opportunity to work alongside with great leaders, mentors, and entrepreneurs – willing to train, encourage and recognize great talent. By nurturing the potential and talent of an individual, organizations can build great winning teams.



### ***Professional Experience***

- Her focus is recruiting great people for great clients nationwide in the digital analytics side of marketing, and executive positions within the construction, IT, Healthcare industries along with government Sector.
- Isabella’s extensive sales, marketing, and business development experience spans a wide swath of industries, which include, finance, medical, security, staffing, events, entertainment, hospitality, and tourism. He fully immerses himself into every role, to gain a better understanding of industry mechanics. This measured practice enables Christopher to function as an insightful, efficient, and strategic member of any team.
- In every former position, Isabella was assigned three primary functions/responsibilities. Firstly, he served in a business development and community relations capacity, forging alliances with industry leaders and peripheral service partners. His secondary capacity was marketing; responsible for creation, management, and maintenance of the company image - which included branding, advertising, design, and promotions. Lastly, Christopher functioned as a sales manager, responsible for drafting proposals, negotiating terms, and bidding/crafting contracts.

### ***Education***

- Bachelor’s degree in Criminal Justice from The University of Anna G Mendes and is pursuing her Master Degree in Social Sciences.

## **Amy Pelland**

### Senior Executive Recruiter

Amy is a Recruiting and HR professional with years of progressive experience identifying individuals' strengths.

With a Bachelor of Science from Florida International University, she began her career after college as a Career Services Coordinator at a well-known Computer Sciences School. Amy has placed over 250 successful candidates covering all areas of public sector executive search including city, county, state, special district, and regional governments.



### *Professional Experience*

- In addition to recruiting experience Amy is also a Veteran and served 6 years in the US Air Force as a Medic. She has served her country but stateside and overseas to include a deployment to Afghanistan.
- Conducting public sector recruitments for executive level positions (includes upper- and mid-management, department directors, and council/board appointed positions).
- Managing entire recruitment process: develop and submit responses to proposals, meet with clients to understand their recruitment needs and develop a project plan, develop marketing brochures for recruitments, place advertisements, and research and identify potential candidates. Proactively contact potential candidates; market the position to them. Conduct screening interviews. Facilitate the entire interview process. Perform thorough reference checks and oversee extensive background checks on candidates. Negotiate employment agreements.

### *Education*

- Western Governors University: Bachelor of Science in Human Resources Management

# SCOPE OF WORK APPROACH/METHODOLOGY

*March 31,2022*



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

January 3, 2024

## **WORK PLAN/TECHNICAL APPROACH/PROJECT MANAGEMENT**

### **Work Plan – (*Scope of Services*)**

As the successful contractor, we will provide you with the quality services and expertise our clients have come to expect. We have a strong history of recruiting diversified workforce as it is the policy of the Company to prohibit discrimination and harassment of any type and to afford equal employment opportunities to all applicants and team members


**“The Company provides equal opportunity in all of its recruitment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and team members without regard to race, religion, color, sex, sexual orientation, gender identity, national origin, ancestry, citizenship status, uniform service member status, marital status, domestic partner status, pregnancy, age, medical condition, disability, genetic information or any other protected status in accordance with the requirements of all federal, state and local laws”.**

### **Our Management Services Feature:**

- Designing a customized recruitment strategy to match your history and leadership patterns, current issues and future challenges;
- A calendar that starts immediately upon authorization to proceed, includes regular progress reports, and usually concludes within 10 to 20 days. We can expedite the search if desired, and will work with the Project Manager and Board of Directors’ meeting schedules as needed;
- An extensive, narrative-written job profile including your organization’s history and leadership patterns, current issues, and future challenges of the job;
- A recruitment process and approach that includes advertising, but also relies more upon aggressive networking than passive advertising;
- A large pool of applicants who meet the minimum qualifications and a targeted, diverse pool of qualified, proven candidates for interview;
- Comprehensive reference and background checking;
- Ongoing quality review of project deliverables, time and service benchmarks, weekly status reports, candidate reports, and coordination/communication between Sunshine Enterprise USA and the Hiring Manager and Selection Committee;
- Personal guidance and assistance to the Clients, Board, Selection Committee, Human Resources, Departmental representatives, and other staff that facilitates interviews, candidate travel, evaluation of candidates, decision-making, relocation, negotiations, and employment agreement assistance with the candidate selected.

 **Email**  
info@seu-usa.com

 **Phone**  
407-636-2982

 **Address**  
500 Winderley Pl., St 218,  
Maitland, FL 32751

## **Task Summary – General Approach:**

We have a straightforward, structured search process. We adapt it to your requirements, and then ask you to join us as partners in its implementation. We will work closely with the Clients' Selection Committee, management and staff to establish agreed upon strategy, tools, critical path items and decision points of note in the search process.

Please see "Project Team and Resumes" for our firm's work team assignments. At each stage, we provide written materials, training, and explanations as needed. Although we follow a clear strategic work plan and closely monitor agreed upon tasks and goals, we also believe that, in the long term, results are most important.

## **The following Tasks and Outcomes address the general approach and services provided:**

- **Scope of Services**

The scope of services will consist of recruitment/market strategy, recruitment including advertisements, mailings, networking, cold calling and development of a position profile/brochure; candidate contacts/evaluation, screening, including review and the development of a written Progress and Final Report of leading candidates and finalists; performing reference and background checks; regular verbal and written status reports; assisting in the interview process, candidate negotiation, and holding periodic meetings with the Board, the Selection Committee and appropriate designated staff.

- **Key Meetings**

We will also meet with The Selection Committee, designated staff, community/public representatives, and other key stakeholders at the beginning of the contract to identify major issues the future hires will face; determine the critical qualifications for the position(s) as identified by you; establish specific timelines; and collect information to develop the search criteria and develop a search profile. We would also anticipate at least two later meetings to discuss/review the written Progress Report (Leading Candidates), and participate in final interviews (Final Report).

- **Advertising**

Appropriate advertising will be used. This includes hard-copy publications and electronic media and other organizations and publications specific to the type of position including to the job type as well as Industry web-site, local media, etc. Please note, however, that in our experience, the best candidates often come from networking rather than advertisement. We therefore focus a great deal of time on the networking and personal contacts. Our recruiters use a variety of sourcing methods which include both technology-based resources as well as more traditional sources, such as networking and employee referrals.

### **Local Sourcing**

Our search begins in the local community where our candidates live and work.





### Local Sourcing

Our search begins in the local community where our candidates live and work.

- Community Resources.
- Veterans Events and Resources
- Employee Referrals
- Passive Job Seekers
- Local newspaper, radio stations and TVs
- Billboards
- LinkedIn
- Glassdoor
- HealthcareITCentral
- HealthJobsNationwide
- Indeed
- CSMFO
- CFMA
- NFBPA
- Governmentjobs.com
- International Hispanic Network
- USAjobs.com
- Universities
- Community Colleges
- BioSpace
- Monster
- Dice

### Niche Sourcing

Our focused sourcing allows us to become experts in terminology, nuances and regulations of each industry.

- Diversity Resources
- Professional Organizations
- Targeted Advertising and Job Fairs

### Internet Sourcing

We use state of the art recruiting systems, industry job boards and social networking sites to reach job seekers online.

- Industry Job Boards
- Advanced Search Techniques

By focusing our recruiting efforts on Local, Niche and Internet sourcing, we can ensure that you receive the only best qualified candidates.

The Advertising and Recruitment stage includes ad placement, email distribution of the Position Profile, responding to inquiries about the position, and ongoing communication with applicants and prospects.

### Ad Placement/ Social Media and Marketing of Position

The Executive Recruiter and client work together, to determine the best ways to advertise and recruit for the position. Ads are typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

### Ongoing Communication with Applicants and Prospects

Sunshine Enterprise USA communicates with all applicants on a frequent and ongoing basis to ensure applicants stay enthusiastic about the opportunity. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast, accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about organization, and it is an area in which Sunshine Enterprise USA excels. Sunshine Enterprise USA also utilizes Google Alerts for each client organization and provide updates to our Executive Recruiters and applicants of any references made regarding the client organization in various media outlets.

- **Initial Candidate Screening**

We sort candidates based on the criteria established, profile, comments from peers and colleagues, training & education, resume/bio review, communication ability and experience, accomplishments, references, background checks, telephone and personal meetings, review of appropriate writing and work samples, the degree of their expressed interest/commitment to consider the specific position, and many other methodologies. The written Progress Report and Progress Meeting that is provided to you is also key to assuring that we are on track and to narrow the field from leading candidates to finalists for interview and reduce (with your input) to a list of screened finalists.

**Success Profile**

The desired skills, experience and temperament critical to successful performance are all factors of the Success Profile.

**Phone Screen**

An initial telephone screen verifies a candidate's overall availability and fit as a contract employee. We address ability to perform the position and establish availability for the duration of the position. If we feel the employee is a good match, we will set up an appointment for a personal interview.

- **Interview Process**

In addition to our telephone interview/screening/assessment of candidates, and face-to-face or video conferences with potential finalists, we will assist with the interview process as well as provide negotiation support.

**In-Depth Personal Interview**

Every candidate undergoes a comprehensive assessment process, which includes both in-person and virtual interviews. Our commitment to thorough evaluation ensures that each candidate possesses the essential qualifications, relevant experience, and the temperament necessary for the position. During these interviews, our skilled recruiters meticulously evaluate the candidate's ability to perform the designated role, confirm availability for the start date and duration of the assignment, and validate previous salary history and current salary requirements. The combination of in-person and virtual interviews allows us to holistically gauge candidates' capabilities while providing flexibility for those who may be geographically distant or prefer the convenience of virtual interactions. This approach ensures that our hiring process is both rigorous and adaptable, ultimately leading to the selection of candidates who align seamlessly with our organizational needs.

**Follow-Up Interview**

The candidate is interviewed a second time, either over the phone or in person. The purpose of this interview is to review the position and its requirements and assure again that the candidate is capable and willing to meet job expectations of Sunshine Enterprise USA and The Client.

**Assessments (DiSC and I-OPT)**

It is critical for you to know as much as you can about your new employees, managers, executives before hiring him/her. Historically, employers have depended upon resumes, references, and interviews as sources of information for making hiring decisions. In practice, these sources have often proved inadequate for consistently selecting successful employees. The use of assessments has become essential for employers who want to place the right people in the right positions.



Sunshine Enterprise USA uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management Profile analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager.

The I-OPT Assessment is a tool that measure how a person perceives and processes information. How someone perceives and processes information has a profound impact on what motivates a person, how a person sees an issue, and how that person interacts with others on team projects. Understanding one's own I-OPT Profile makes it possible to be more self-aware. Understanding another's I-OPT Profile helps predict how he or she will approach any given situation.

- **Candidate Screening**

Together with the designated staff/contacts, we will reduce the pool of candidates to a list of no more than 15 semi-finalists and from there to approximately five or six (5-6) screened candidates for interview. Summary information will be provided on the leading candidates to include – background, achievements & strengths, etc. We also conduct initial reference and social media checks on the top candidates invited for interviews. A complete background and reference check will be conducted on the final candidate.

- **Reference & Background Screening**

Applicant information is verified via discussion with the applicant, peers, colleagues, subordinates, bosses, news media, review of reports & documents, writing samples, background screening and references, education & employment verification, telephone, video conference and/or face-to-face meetings/interviews, and other means including occasional psychological testing and assessment centers. DMV, Criminal, Credit and other background checks are also completed.

### **Employment and Reference Verification**

A minimum of five reference checks will be performed for each candidate before he/she is placed on a contract. The references we obtain are recent, relevant to the position and from a direct supervisor. We verify dates of employment, job description and assess overall ability through contact with each reference and employers.

- **Selection Process**

Selection is made using all of the above plus an interview(s) between the candidate(s) and you. We also involve the candidate's family and significant others in the process as appropriate. During the interview and screening process, we will consult and assist you with screening including rating and other tools.

- **Offer Negotiations**

We work closely with the final candidate(s) and you to help negotiate an offer, acceptance, employment agreement/contract, starting date, etc. This often includes assistance drafting offer letters, compensation/benefit research, contract/agreement review, discussion with legal counsel when appropriate, and individual negotiation. We make it a point to be available to help both the final candidate and you to reach an amiable conclusion that ends with confidence and enthusiasm on both sides.

- **The Hiring Manager, Selection Committee, Human Resources & Appointing Authority**

As noted earlier in this proposal, we have worked with hundreds of public sector and private sector clients including cities, counties, states, the federal government, and numerous utilities, transportation, educational institutions and other public service organizations. As such we have also worked with the Boards, Councils, Advisory Boards, Stakeholder Groups, and Committees, Selection Committees, Public & Citizen’s groups, State, Local and Federally legislated and mandated advisory boards, commissions, as well as elected local, state, and national representatives. The Client, Appointing Authority, Selection Committee and other Executives (and their delegates) are critical to the search process from assistance in providing initial information regarding goals and objectives of The Client, criteria relevant to the duties and responsibilities of the position being recruited including input and approval of the overall recruitment process and recruitment profile/challenge statement/ brochure, interview and selection of the final candidate, approval of the final employment agreement, etc. Our role is to assist in the process and to consult with and help you to make a well-informed decision. We believe the final choice is yours to make. We will help you make a well-informed choice by framing what we have together learned about the candidates in the context of the job and specific requirements. Our role is to help make that decision easier.

- **Search Closure/Sign-offs**

At the end of the search, all applicants will be appropriately notified of the result in a professional manner that reflects well on the client.

- **Quality Control/Assurance**

All work done as part of any and all search or consulting work for the Client will be subject to quality assurance, quality monitoring, quality improvement, task review and/or confirmation, and standards review as part of current Sunshine Enterprise USA’s Policy and Operating standards. Overall supervision is provided by the President of the company with support from the Executive Vice President and Vice President/General Counsel as needed. We will establish benchmarks in conjunction with the Client as required or appropriate.

- **End-to-End Requisition Lifecycle**

<b>Vacancy Management</b>	<ul style="list-style-type: none"> <li>• Notification of open vacancies</li> <li>• Monitor requisition process through the applicant tracking system for approval</li> <li>• Manage internal applicants if necessary</li> <li>• Develop external postings with hiring manager</li> <li>• Post vacancy to Government websites, career page, jobs boards selected through program agreement</li> <li>• Manage and update all candidate flow and vacancy status for open vacancies using the applicant tracking system</li> <li>• Close vacancy and remove from external posting upon start date</li> </ul>
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<b>Candidate Sourcing</b>	<ul style="list-style-type: none"> <li>• Create branding messages that address WHY, WHO, Objections and FAQ's</li> <li>• Work collaboratively with CalOptima to provide clear business requirements and recommendations to improve the candidate experience and career site</li> <li>• Engage in ongoing pipeline/building networks for reliable skill-sets</li> <li>• Leverage national job boards, niche job board sites, relationship with professional associations</li> <li>• Provide bes-in-class supplemental position recommendations</li> <li>• Use of social media channels to build and manage employment brand</li> <li>• Host job fairs, Colleges &amp; Universities career fairs and community events as necessary</li> </ul>
<b>Candidate Screening/ Disposition</b>	<ul style="list-style-type: none"> <li>• Perform phone screens to identify most qualified candidates</li> <li>• Screen candidates utilizing tools and/or recruiters consistent with agreed upon hiring criteria</li> <li>• Send disposition communication to all candidates that are not qualified</li> </ul>
<b>Candidate Presentation/ Submittal &amp; Certifications</b>	<ul style="list-style-type: none"> <li>• Provide research and data to hiring manager that supports recruiting activity</li> <li>• Provide shortlist of candidates for consideration to hiring manager</li> <li>• Manage communication with hiring manager to provide real-time requisition updates</li> </ul>
<b>Interview Logistics</b>	<ul style="list-style-type: none"> <li>• Schedule all phone, video and in-person interviews with hiring team</li> <li>• Manage all travel requests and logistics for in-person interviews</li> </ul>
<b>References/ Drug Testing/ Background Screening/Badges/ Clearance Processing</b>	<ul style="list-style-type: none"> <li>• Perform reference checks using agreed upon process</li> <li>• Initiate drug testing and background check screening per the policy</li> <li>• Facilitate clearance checks, if required</li> </ul>
<b>Offer Management</b>	<ul style="list-style-type: none"> <li>• Develop employment offer terms with hiring manager to include but not limited to compensation, education and health benefits</li> <li>• Extend verbal offer to selected candidate</li> <li>• Compose offer letter and facilitate hiring manager review and approval process</li> <li>• Deliver offer letter to applicant</li> <li>• Manage all offer negotiation communication between applicant and hiring manager</li> </ul>
<b>Onboarding</b>	<ul style="list-style-type: none"> <li>• Send on boarding forms and start date, logistics, instructions along with the company policy to the new hires.</li> <li>• Collect forms designated as required prior to and on start date</li> <li>• Help to coordinate first day experience</li> </ul>
<b>Performance Management</b>	<ul style="list-style-type: none"> <li>• Provide real time reporting and metrics</li> <li>• 14 &amp; 45 days review with new hires then shared with hiring manager</li> <li>• Monthly and quarterly partnership reviews to include: SLA performance, candidate and requisition data, key messaging and highlights, and recommendations for program enhancement</li> </ul>

Signature: Rania Hanna

Authorized Name: Rania G Hanna  
 Position: On President  
 behalf of: Sunshine Enterprise USA

# REFERNCES

*March 31,2022*

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

January 3, 2024

## List of verifiable references

<p><b>1. Joel Kuriakose</b>  Health Services Administrator  Westminster Winter Park  1111 S. Lakemont Ave.,  Winter Park, FL 32792  jkuriakose@wservices.org  Tel: (407) 647-4083 Ext. 568</p> <p>Date of Services: since August 2020</p>	<p><b>2. Doug Wycoff</b>  Deputy Director, ITS Engineering &amp; Operations  Tampa International Airport/Aviation Authority  Office: (813) 546-8125  Cell: (813) 215-2645  DWycoff@TampaAirport.com</p> <p>Date of Services: since July 2017</p>
<p><b>3. Abby Irachetaacheta</b>  City of Plant City Recreation &amp; Parks Dept.  1904 South Park Rd, Plant City FL 33563  airacheta@plantcitygov.com  Office: 813-659-4200 Ext. 4317  Fax: 813-757-9220</p> <p>Date of Services: since June 2018</p>	<p><b>4. James Wills</b>  Sr. Vice President of Business Development  The Middlesex Corporation  10801 Cosmonaut Blvd. Orlando, FL 32824  jwills@middlesexco.com  Office: 407-515-3567</p> <p>Date of Services: since June 2014</p>
<p><b>5. Mortlake Nembhard</b>  Gainesville Police Department  Community Programs Coordinator-GPD  NembhardMO@cityofgainesville.org  (352) 393-7716 (O)  (352) 317-7361 (M)</p> <p>Date of Services: since June 2017</p>	<p><b>6. Jill Sessions</b>  DIRECTOR   SOLID WASTE  1802 Spooner Dr., Plant City, FL 33563  Phone 813.757.9208, x4732  Email jsessions@plantcitygov.com  Website plantcitygov.com</p> <p>Date of Services since July 2018</p>
<p><b>7. Wanda J.Lindberg</b>  CFO, CFCA  Volusia County Tax Collector  123 W Indiana Ave Deland, FL 32720  wlindberg@vetaxcollector.org  Work: 386-943-7049</p> <p>Date of Services: since June 2020</p>	<p><b>8. Keely Kenney</b>  Orange County Schools  keely.kenney@OCPS.net  Tel: (407) 317-3200 Ext. 2002844</p> <p>Date of Services: since March 2022  Until: Present</p>

# ADDITIONAL DATA

*March 31, 2022*



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

January 3, 2024

**ACCEPTANCE OF BID SCOPE OF WORK, SPECIFICATIONS, PERFORMANCE REQUIREMENTS, RESPONSIBILITIES, CONDITIONS AND CONTRACT TERMS**

We, Sunshine Enterprise USA hereby agrees, if we are the successful bidder, herby confirms our acceptance of contract form in all general and specific terms, conditions ("T&C"), schedule, budget for the project and articles **without any exceptions and/or reservations**.

We, Sunshine Enterprise USA hereby agrees, if we are the successful bidder, herby confirms that we **DO NOT** charge fees to an applicant for our services.

We, Sunshine Enterprise USA hereby agrees, if we are the successful bidder, herby confirms our ability to recruit and staff all types of positions including but not limited the ones listed in the bid.

We, Sunshine Enterprise USA hereby set various parameters and tools to measure clients' satisfaction.

Signature: Rania Hanna

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA



Department of Administration,  
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2019 Washington Street East  
Charleston, WV 25305

January 3, 2024

### ASSIGNMENT OF INTEREST

Sunshine Enterprise USA hereby acknowledges and agrees, if we are the successful bidder, that we shall not assign nor transfer any interest in this contract to a third party.


We hereby agree and confirm on hiring MWBE subcontractor(s) and all services provided is totally under the supervision of Sunshine Enterprise USA.

Signature: \_\_\_\_\_

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

 **Email**  
info@seu-usa.com

 **Phone**  
407-636-2982

 **Address**  
500 Winderley Pl., St 218,  
Maitland, FL 32751





Department of Administration,  
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January 3, 2024

### ALTERNATE PROPOSAL


NO ALTERNATE PROPOSAL(S) UNDER OUR SUBMISSION HEREWITH, HEREIN AND/OR HEREINAFTER TECHNICALLY AND/OR COMMERCIALY.

Signature: *Rania Hanna*

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

 **Email**  
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## Certifications and Licenses

Sunshine Enterprise USA agrees, if we are the successful bidder, that is/to be certified/licensed for the types of services specified and proposed and provide copies of all applicable certifications or licenses.


Signature: 

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

---

 **Email**  
info@seu-usa.com

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January 3, 2024

## Benefits Overview

### Medical Insurance

- Offered through UnitedHealth
- 3 Plan designs to choose from
- Co-Pay Plan, HRA Plan, HSA Plan

### Dental Insurance

- Offered through UnitedHealth
- PPO style plan
- Vision Insurance
- Offered through EyeMed Vision
- Completely separate from medical coverage

### 401k Plan

- Offered through MassMutual
- Automatic enrollment at 3% contribution upon 60th day of employment
- Employer match after one year of employment
- Annual Limits: \$20,500 under 50;\$27,000 over 50

### Basic Life and AD&D

- Offered through UnitedHealth
- Company sponsored benefit
- Beneficiary Designation Form

### Flex Spending Plans

- Offered through WageWorks
- Healthcare Flexible Spending – limit \$2,850
- Dependent Care Spending – limit \$5,000
- Active participation necessary during Open Enrollment annually

### Training & Development

- OSHA 10 trainings
- EEO training
- Realistic Job Preview
- First-day Introduction.
- Mentor/Buddy Person Program.
- 14 & 45 days review

Signature: 

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA



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

January 3, 2024

### **REQUIRED BACKGROUND CHECK**

We, Sunshine Enterprise USA hereby agrees, if we are the successful bidder, hereby confirms submitting all temporary, and Leased Employees, interns and volunteers to and successfully pass a background check prior to the start of employment. The type of checks required shall be contingent upon the position. Noted below is a list of the background checks conducted by the Client's

#### Background Level I.

- Required for all positions' Criminal history

#### Background Level II (Fingerprinting)

- Required for positions working with or around children, the elderly or person with disabilities

#### Credit Check

- Conducted with positions mainly in the Revenue Division and/or as requested by management

#### Driver's License Check

- Conducted with positions that require driving

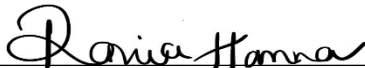
#### Exclusion Search

- Required for all positions

#### Google Search

- Required for all positions


Vendor: Google (www.google.com)

Signature: 

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

 **Email**  
info@seu-usa.com

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January 3, 2024

**DRUG-FREE ENVIRONMENT POLICY AND DRUG TESTING**

Sunshine Enterprise USA LLC maintains a Drug-Free Environment. As a result, we reserve the right to require any applicant or employee to take a drug test at any time.

Signature: *Rania Hanna*

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA



Department of Administration,  
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**BIDDER'S FACILITIES & SUPPLY BASE**

Sunshine Enterprise USA, have the following facilities:


<b>Purpose of Facility</b>	<b>Location</b>	<b>Description of major equipment</b>
• Head Office /Administration	500 Winderley Pl., St 218, Maitland, FL 32751	Technical Supply & Office

Signature: *Rania Hanna*

Authorized Name: Rania G Hanna  
Position: President  
On behalf of: Sunshine Enterprise USA

 **Email**  
info@seu-usa.com

 **Phone**  
407-636-2982

 **Address**  
500 Winderley Pl., St 218,  
Maitland, FL 32751

December 14, 2021

Ms. Rania Hanna  
President  
**Sunshine Enterprise USA, LLC**  
2759 Meadow Sage Court  
Oviedo, FL 32765

**Re:** Women-owned Business Enterprise (WBE) Certification  
**Type:** Consultants

Dear Ms. Hanna:

We are pleased to inform you that The Port Authority of NY & NJ has certified your business to participate in the agency's Women-owned Business Enterprise (WBE) program. **Sunshine Enterprise USA, LLC**, has been included in The Port Authority of NY & NJ's on-line directory of Certified MWBEs, which can be accessed at <https://panynj.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory>.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Diversity and Inclusion in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for five years or until December 14, 2026, after which you must submit a recertification application with supporting documentation. The application can be accessed from our Web site: [www.PANYNJSD.com](http://www.PANYNJSD.com)

If you have any questions regarding your certification, you may contact me at (212) 435-7888 or via email at [certhelp@panynj.gov](mailto:certhelp@panynj.gov).

Sincerely,



Veronica McCauley  
Certification Analyst  
Office of Diversity & Inclusion



*Please be sure to add [panynj@diversitysoftware.com](mailto:panynj@diversitysoftware.com) - our official system email address- to your safe sender list so you don't miss any messages from us.*

View current license information at: [Floridahealthfinder.gov](http://Floridahealthfinder.gov)

LICENSE #: 2963  
CERTIFICATE #: 9056

**State of Florida**  
AGENCY FOR HEALTH CARE ADMINISTRATION  
DIVISION OF HEALTH CARE POLICY AND OVERSIGHT  
**Health Care Services Pool**  
REGISTERED

This is to confirm that SUNSHINE ENTERPRISE USA L.L.C. has complied with Chapter 400, Part IX, rules of the State of Florida and is authorized to operate the following:

**SUNSHINE ENTERPRISE USA LLC**  
500 Winderley Pl Ste 218  
Maitland, FL 32751-7407

EFFECTIVE DATE: 10/17/2023

EXPIRATION DATE: 10/16/2025



A handwritten signature in black ink, appearing to be "JW", written over a horizontal line.

Jason Weida, Secretary





## **Minority and Small Business Development**

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

**SUNSHINE ENTERPRISE USA L.L.C.**

is hereby certified as a

**Women Business Enterprise (WBE)**

In the following specialty(ies)

**Employment Agency and Search Firm Service**

**The certification is valid from April 18, 2022 to July 1, 2024**

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Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in the firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

**Gregory K. Hart, Manager  
Minority and Small Business Manager**

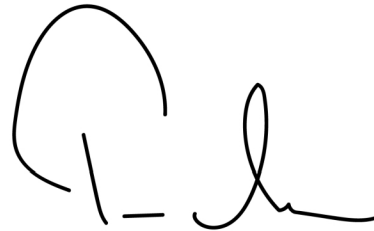
# State of Florida

## *Woman Business Certification*

Sunshine Enterprise USA LLC

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

01/11/2023 to 01/11/2025



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J. Todd Inman  
Florida Department of Management Services





GREATER ORLANDO  
AVIATION AUTHORITY



JACKSONVILLE  
TRANSPORTATION  
AUTHORITY

# *Florida Unified Certification Program*

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

### **CERTIFICATE OF ELIGIBILITY**

***SUNSHINE ENTERPRISE USA LLC***

***MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

***APPROVED NAICS CODES:***

***541612, 561311, 561312***

Samuel Febres

***Samuel Febres (Sammy)***

***DBE & Small Business Development Manager***

***Florida Department of Transportation***



**PLEASE NOTE: THOUGH DBE CERTIFICATION DOES NOT EXPIRE, TO KEEP DBE STATUS, YOU NEED TO FILE A NO CHANGE DECLARATION AND COMPLETE BUSINESS TAX RETURN FORMS YEARLY; ON THE ANNIVERSARY OF YOUR CERTIFICATION.**

**ANNIVERSARY DATE – Annually on 12/17**

The Florida Department of Transportation (Department) has certified,

**SUNSHINE ENTERPRISE USA LLC**

under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

**DBE Certification does not expire.** It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory> Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email [DBECert.Help@dot.state.fl.us](mailto:DBECert.Help@dot.state.fl.us) with your questions or concerns. Thank you.



Samuel Febres

Samuel Febres (Sammy)  
DBE & Small Business Development Manager  
Equal Opportunity Office

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Sunshine Enterprise USA LLC</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> <b>S</b> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) <sup>a</sup>		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>500 Winderley Place Suite 218</b>		Requester's name and address (optional)
6 City, state, and ZIP code <b>Maitland, FL 32751</b>			
7 List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
8	2		2	0	1	3	5	4	0

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <sup>a</sup> 	Date <sup>a</sup> <b>2/24/2022</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*