



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

Header @ 4

List View

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

Procurement Folder: 1329424

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000020487

Legal Name: PARKDALE AFTERCARE LLC

Alias/DBA:

Total Bid: \$792,000.00

Response Date: 12/21/2023

Response Time: 11:56

Responded By User ID: ParkdaleAftercar

First Name: Rodrigo

Last Name: Garcia

Email: rgarcia@parkdalecenter.com

Phone: 2197432477

SO Doc Code: CRFQ

SO Dept: 0907

SO Doc ID: RNB2400000007

Published Date: 12/12/23

Close Date: 12/21/23

Close Time: 13:30

Status: Closed

Solicitation Description: WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT

Total of Header Attachments: 4

Total of All Attachments: 4



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: 1329424
Solicitation Description: WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT
Proc Type: Central Contract - Fixed Amt

Solicitation Closes	Solicitation Response	Version
2023-12-21 13:30	SR 0907 ESR12212300000002941	1

VENDOR
 VS0000020487
 PARKDALE AFTERCARE LLC

Solicitation Number: CRFQ 0907 RNB2400000007
Total Bid: 792000
Response Date: 2023-12-21
Response Time: 11:56:58
Comments:

FOR INFORMATION CONTACT THE BUYER
 Larry D McDonnell
 304-558-2063
 larry.d.mcdonnell@wv.gov

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	WV Restore Monitoring - Initial Year	12.00000	MO	16500.000000	198000.00

Comm Code	Manufacturer	Specification	Model #
85121700			

Commodity Line Comments:

Extended Description:

The amount of the this Budget is for services from December 15, 2023 thru December 14, 2024.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	WV Restore Monitoring - Option Year #1	12.00000	MO	16500.000000	198000.00

Comm Code	Manufacturer	Specification	Model #
85121700			

Commodity Line Comments:

Extended Description:

For Option Year #2

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	WV Restore Monitoring - Option Year #2	12.00000	MO	16500.000000	198000.00

Comm Code	Manufacturer	Specification	Model #
85121700			

Commodity Line Comments:

Extended Description:

For Option Year #3

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	WV Restore Monitoring - Option Year #3	12.00000	MO	16500.000000	198000.00

Comm Code	Manufacturer	Specification	Model #
85121700			

Commodity Line Comments:

Extended Description:

For Option Year #4

December 21, 2023
State of West Virginia, Board of Nursing
Office of Purchasing
Attention: Mr. Larry McDonnell

SUBJECT: WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT CRFQ 0907
RNB2400000007

Please accept the *Parkdale Aftercare, LLC* submission for the centralized request for quote (CFRQ) 0907 RNB2400000007. This CFRQ is for the development and ongoing support of a rehabilitation referral, monitoring, and reporting program for the Board of Nursing in the State of West Virginia. We are pleased to submit our quote with the intent of continuing to administer the WV Restore monitoring program as we have gratefully done so since 2019.

Parkdale Management, LLC is the parent company of three primarily Indiana-based companies all operating in various sectors of the addiction field across the country. Parkdale lends its expertise and direction in the fields of facility education and diversion prevention, treatment and rehabilitation for health care providers, and state monitoring programs and professional reentry. The ability of the “sister companies” to work closely with each other under a single management team has significantly increased resources and access to care by utilizing a nationwide network of providers, employers, and support systems specifically developed for assisting the impaired health care professionals throughout the entire journey of recovery and wellness. By mirroring our program to collectively and synergistically follow the American Society of Addiction Medicine (ASAM) continuum of care, we are able to engage our participants earlier in the disease process, intervene more effectively, and remain engaged in their care over a longer duration of time. All of these factors are crucial in promoting sustained recovery, program compliance, and successful *and safe* reentry into the field of nursing.

In addition to treating or monitoring several thousand impaired health care providers since 2015, we have worked directly with nearly all licensing boards, alternative to discipline programs, professional health programs, and regulatory agencies across the country. We are currently the administrators of health care monitoring programs in two states, answer directly to four health professional boards, and are managing several hundred participants in active monitoring.

2019-2023 WV Restore Program

We are grateful for the opportunity to have served the WV BON and the nurses since 2019. During that time period we have continue to strive for process improvement, efficiency, and enhancement of the monitoring experience from the perspective of the participant. By working closely with Affinity Solutions, we were also able to enhance the compliance and record keeping through the Spectrum software program. This process improvement was instrumental in the successful interaction and favorable outcome experienced with the Department of Justice investigation. Also, the enhanced record keeping and consistent data/trend reviews provided the information needed for consistent and thorough reports to be generated for the board of nursing. Mandatory ongoing training and educational requirements for our entire clinical staff continue to play an integral role in maintaining an effective, appropriate, objective, and clinically sound program supported by evidenced based best practice standards.

2023 CRFQ 0907 RNB2400000007

I acknowledge and attest to the ability of Parkdale Aftercare, LLC and its designated members to commit to and administer all requirements outlined in the document titled CRFQ 0907 RNB2400000007 - Solicitation.PDF

Specifications

- 2.1-2.23 We are currently providing all points in this section and understand the requirements moving forward.
- 3.1-3.1.5.2.3 We are currently providing all points in this section and understand the requirements moving forward. We are prepared to provide a detailed outline on the specific points which will be supported by best practice policy should it be requested.
- 4-10 We have thoroughly reviewed these sections and will be fully compliant with them.

In closing, we would very much welcome and appreciate the privilege to continue to serve the nurses of West Virginia by working closely with the BON and local providers who share the same goals. We have reduced our costs for this proposal and for the next four years with the intention of making more funds available for other WV BON programs. I will personally serve as the primary contact for this request and throughout the selection process. Please do not hesitate to contact me directly and at any time if you should have additional questions.



Rodrigo Garcia, MBA, APN-BC, MSN, CRNA, FAANA
Parkdale Aftercare, Compliance Director
National Safety Council, Appointed Delegate
American Association of Nurse Anesthetists, Wellness PAAC
219-743-2477 rgarcia@wvrestoreprogram.com

CC: David Cummins, Medical Director
Claudia Garcia, Executive Director

Attachments Included in This Submission

Executive Summary WV BON CRFQ 2023.pdf
CRFQ 0907 RNB2400000007 - Solicitation.PDF
CRFQ 0907 RNB2400000007 - Addendum 01.pdf
Final_CRFQ_0907_RNB2400000007_2_WV_CRFQ_FORM.PDF



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

State of West Virginia
 Centralized Request for Quote
 Medical

Proc Folder: 1329424			Reason for Modification:
Doc Description: WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-01	2023-12-14 13:30	CRFQ 0907 RNB2400000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000020487
Vendor Name : PARKDALE AFTERCARE LLC
Address :
Street : 350 Indian Boundary Road
City : Chesterton
State : IN **Country :** USA **Zip :** 46385
Principal Contact : Rodrigo Garcia
Vendor Contact Phone: 219-743-2477 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
 304-558-2063
 larry.d.mcdonnell@wv.gov

Vendor Signature X  **FEIN#** 472054087 **DATE** 12/20/23

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids for the West Virginia Board of Registered Nurses to establish a contract for the Referral, Treatment, and Monitoring segment of the nursing health program referred to here after as "West Virginia Restore" (WVR), per the attached documentation.

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WV Restore Monitoring - Initial Year	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:

The amount of the this Budget is for services from December 15, 2023 thru December 14, 2024.

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WV Restore Monitoring - Option Year #1	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:

For Option Year #2

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WV Restore Monitoring - Option Year #2	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:
For Option Year #3

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	WV Restore Monitoring - Option Year #3	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:
For Option Year #4

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions due by 2:00PM EST	2023-12-07

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 07, 2023 at 2:00PM EST

Submit Questions to: Larry D. McDonnell
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: larry.d.mcdonnell@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.

Revised 8/24/2023

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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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: December 14, 2023 at 1:30PM EST

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

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

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

10. 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.

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.

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: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ 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: \$1,000,000.00 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.

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.

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.

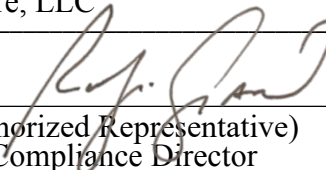
46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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) Rodrigo Garcia, Compliance Director
(Address) 350 Indian Boundary Roady Chesterton, IN 46385
(Phone Number) / (Fax Number) (219) 743-2477 / (219) 929-5514
(email address) rgarcia@wvrestoreprogram.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.

Parkdale Aftercare, LLC
(Company)

(Signature of Authorized Representative)
Rodrigo Garcia, Compliance Director
(Printed Name and Title of Authorized Representative) (Date)
(219)743-2477 (219) 929-5514
(Phone Number) (Fax Number)
rgarcia@wvrestoreprogram.com
(Email Address)

REQUEST FOR QUOTATION
NURSE HEALTH PROGRAM – WV RESTORE
Referral, Treatment and Monitoring Management
CRFQ RNB24*07

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Board of Registered Nurses (Agency) to establish a contract for the **Referral, Treatment and Monitoring** segment of the nursing health program referred to here after as “West Virginia Restore” (WVR). This program is to promote public safety through nurse participation in monitored rehabilitation and recovery as an alternative to license discipline, emphasizing fitness to practice and retention of nursing professionals.

WVR promotes participation in a monitored alcohol, chemical dependency, major mental health condition or medication management program. Each participant will enter into a Recovery Monitoring Agreement (RMA) with WVR. The RMA is a structured plan of treatment, rehabilitation and monitoring with which the participant will comply and for which the Vendor assures compliance as described in this contract. WVR does not provide treatment. The WVR program provides ongoing support to approximately 100 participants per year.

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 **“Applicant”** means an individual who has submitted an application for licensure or temporary permit to practice as a registered professional nursing in the State of West Virginia.

- 2.2 **“Continuing eligibility”** means the participant shall maintain a current West Virginia nursing license to remain eligible for participation in WVR. A participant who holds a West Virginia license but who holds a license in another state and who lives or works in another state may be monitored by the state in which the participant lives or works if the other state has a similar monitoring program. A participant who lives or works in another state that does not have a monitoring program is eligible for monitoring by WVR if the participant maintains a current West Virginia license (excludes RNs working in West Virginia on a multi-state privilege). A participant who signs a contract with WVR and moves to another state shall be monitored by the other state unless the other state does not have a monitoring program. A participant who allows the West Virginia license to lapse while enrolled in WVR shall be terminated from participation in WVR until the participant’s license is reinstated. A participant whose license is revoked may no longer participate in the program.

- 2.3 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.

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- 2.4 “Eligibility”** means the criteria for participation in the WVR program which includes that individual must be a current student enrolled in a pre-licensure nursing program in the State of West Virginia, currently licensed by the Agency (excludes RNs working in West Virginia on a multi-state privilege) or has applied for licensure by examination, passed the examination, and paid the appropriate fees. Is eligible for licensure by endorsement; filed an application and paid the appropriate fees; or has submitted a renewal application and paid the appropriate fees. A nurse who allows their WV license to lapse while enrolled in WVR shall be terminated from the participation in WVR until the nurse’s license is reinstated. A nurse whose license is revoked may no longer participate in the program.
- 2.5 “Evaluation”** means the process of evaluating a prospective or current participant to determine their safety to practice and/or need for treatment which is conducted by an independent and approved evaluator.
- 2.6 “Evaluator”** means a licensed practitioner which has been approved by the Agency and the Vendor.
- 2.7 “Impairment”** means a condition which is the result of the misuse or abuse of alcohol or drugs which could affect a student’s, applicant’s or licensee’s ability to practice as registered professional nurse which may inadvertently affect the care and treatment of patients and place the public at risk.
- 2.8 “Involuntary referral”** means the rehabilitation monitoring program may be contacted by supervisors and/or employers regarding an individual’s in need of assistance. The selected vendor shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. If the potential participant does not agree to participate in the program and in the judgment of the selected vendor, the individual needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency. An individual may be referred to the rehabilitation monitoring program by order of the Agency.
- 2.9 “License”** means any permit, registration, certificated or license, including a provisional license, to practice as a registered professional nurse issued by the Agency. This excludes a RN with a multi-state license from another compact state other than West Virginia.
- 2.10 “Licensee”** means any person issued a license.
- 2.11 “Material Noncompliance and/or Inability to Progress”** means any one or more of the following acts or omissions:

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- 2.12 “Monitoring”** means the Vendor’s surveillance of a participant to ensure compliance with the participant’s contract.
- 2.13 “Program participant or Participant”** means an individual with an alcohol, chemical dependency or major mental health condition that is engaged in a participant contract with Vendor.
- 2.14 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.15 “Recovery Monitoring Agreement” (RMA)** or participant contract means a structured plan of treatment, rehabilitation and monitoring with which the participant will comply and for which the Vendor will collect documentation as described in this contract. Elements that may be contained within in a monitoring plan include but not limited to:
- 2.15.1** Treatment and therapy recommendations, including aftercare;
 - 2.15.2** Treatment and therapy participation, including aftercare;
 - 2.15.3** Requirements for monitoring and supervision which must be met by the participant;
 - 2.15.4** State conditions under which the rehabilitation monitoring program may be successfully completed or terminated due to lack of cooperation or compliance;
 - 2.15.5** Require the participant to sign a waiver which will allow Agency personnel to review random samples of participant files for participant program compliance. If the participant was not referred by the Agency or unknown to the Agency, the file will be de-identified by the Vendor;
 - 2.15.6** Require the participant to sign a release to seek information or records related to the participant’s impairment, which information may come from family, peers, medical personnel, pharmacies, employers, or treatment providers;
 - 2.15.7** State the amount of money to be assessed to the participant for participation in the program, including additional amounts that may be assessed if the practitioner is non-compliant with the RMA;
 - 2.15.8** Intake documents must include a waiver allowing WVR to share all information with Agency in the event of positive or diluted drug screens and other alleged violations of the terms of the RMA or Agency final orders;
 - 2.15.9** An abstinence-based 12 Step participation program, including, but not limited to, Alcoholics Anonymous or Narcotics Anonymous;
 - 2.15.10** Professional support group participation as defined by the Agency and in conjunction with the Professional Support Group Vendor;
 - 2.15.11** Special treatment, such as pain management, psychiatric, or psychological treatment;

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- 2.15.12 Work activities, including return-to-work issues and ongoing monitoring of work performance and compliance with work restrictions;
 - 2.15.13 Random drug testing no less than twenty-six (26) times per year unless specified differently by the Clinical Team;
 - 2.15.14 Worksite reports from participant’s employer no less than a quarterly basis;
 - 2.15.15 Termination from the rehabilitation monitoring program for failure to comply with program requirements.
- 2.16 “**RMA Duration**” means the Vendor must tailor each participant’s program to fit the following timelines:
- 2.16.1 Alternative to Discipline programs is generally completed in three (3) years to five (5) years.
 - 2.16.2 The program length for RMA will be determined by the Vendor at the discretion of the clinical team based on the Diagnostic & Statistical Manual of Mental Disorders (DSM-5) or current version which determines the severity of the substance use disorder.
 - 2.16.3 Relapses and other failures to comply with the terms of the RMA may result in a longer period of monitoring. An addendum to the RMA may be initiated when appropriate. Participation in the monitoring program beyond the five (5) year maximum must receive preauthorization from the Agency.
- 2.17 “**Relapse**” means return of signs and symptoms of a disease after an apparent period of recovery. The reoccurrence to drug use and/or a fourteen (14) day period of time during which a participant exhibits two (2) sequential acts or omission, each constitution a material non-compliance or inability to progress
- 2.18 “**Solicitation**” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.19 “**Treatment Program**” means a program:
- 2.19.1 Meeting the requirements to be licensed by the state where located, the addiction treatment program adheres to certain policies, guidelines, and standards of practice and care set by a third-party organization in the addiction and mental health treatment industry. The treatment program/facility is accredited by The Joint Commission (TJC) or other appropriate agencies, including, but not limited to, the Commission on Accreditation for Rehabilitation Facilities (C.A.R.F.), the Council on Accreditation of Services for Families and Children (C.O.A.).
 - 2.19.2 The primary treatment staff including the medical director, counselors, and practitioners is experienced in treating individuals affected by the use or abuse of alcohol, other drugs or mental health conditions.

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- 2.19.3 The staff consists of a balance between both recovering and non-recovering members.
 - 2.19.4 The counselors are certified in the field of addiction. It is preferable that the nursing staff members are certified in the field of addiction.
 - 2.19.5 A comprehensive assessment and evaluation are completed upon admission. An individualized treatment plan based on an individual participant's needs is created and followed during treatment with modifications during treatment as clinically indicated.
 - 2.19.6 The treatment program must be able to appropriately respond to differences of age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, language or socioeconomic status. The selected Vendor may assist treatment programs in recognizing and addressing the special needs of a participant.
 - 2.19.7 The treatment program offers and encourages participation in a structured family treatment component.
 - 2.19.8 The treatment program has a structured curriculum addressing the spiritual, physical, mental, or emotional needs of the individual.
 - 2.19.9 The length of stay in treatment and recommendations for continuing care are based upon individual needs and utilize criteria accepted by the American Society for Addiction Medicine.
 - 2.19.10 The treatment program can develop and maintain cooperative relationships with and provide consultation to the participant's employer, the selected vendor, and others, as appropriate.
 - 2.19.11 While the participant is in treatment, the participant is introduced to and attends appropriate self-help groups.
 - 2.19.12 While the participant is in treatment, an individualized continuing care plan is developed for each participant to include treatment for special issues; recommendations concerning return to work date; restrictions concerning handling, dispensing or possession of controlled substances; patient or non-patient care; and other scope of practice delineations. The treatment provider will obtain appropriate releases so that discussions with the selected vendor can take place. If the participant refuses to sign such releases, the provider agrees to notify WVR of this refusal.
- 2.21 **“Vendor”** means an entity contracted to provide the services outline in the contract.
- 2.22 **“Voluntary referral or self-referral”** means contact to the program by an eligible participant. The selected vendor shall assist in developing individual strategies including techniques for intervention and admission into the program. If the potential participant does not agree to participate in the program and in the judgment of the selected vendor, the individual needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency.

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- 2.23 “Voluntary withdraw from practice” (VWOP)** means an agreement by the participant or referral which is accessible to the public, in which the participant or referral has agreed to voluntarily withdraw from nursing practice and place their license on inactive status and to not practice in the State of West Virginia. This status is publicly available. This will remain in effect until the Vendor notifies the Agency in writing that the withdrawal may be rescinded, and the participant applies for reinstatement, and the application fee will be waived for the participant. The participant shall not practice as a registered professional nurse until the reinstatement process is complete and the status is returned to active.
- 2.20 “Worksite Monitoring”** means the involvement and reporting of the monitoring process for participants. Every participant working as a registered nurse is required to have a work site monitor in each work facility that is approved and trained by the Vendor. Work site monitors may not be a peer. In situations where a participant is in solo practice, the participant has to contract with an outside practitioner to provide this service.
- 2.21 “Worksite Reports”** means the Vendor must require each participant to keep his or her case manager informed of his or her current place of employment, including the employer’s name, address, telephone number, and supervisor’s name. The Vendor must obtain and evaluate work site reports from each participant’s employer on no less than a quarterly basis. WVR may not accept any work site report which is not on the employer’s letterhead stationery and/or does not bear the signature of the participant’s supervisor or other designated employer representative. If a participant is not employed, the Vendor must require the participant to submit self-reports on no less than a quarterly basis. If a participant’s work status changes (for example, a participant becomes unemployed or obtains a new job), the participant must notify his or her case manager in writing with seventy-two (72) hours of this status change.
- 2.22 “WV Restore”** means the nurse health program established by the Agency under WV Code 30-7-11a for the referral, treatment and monitoring segment of the nursing health program. The WV Restore program, including the name “WV Restore” and all program policies, forms, documents, including those electronically drafted and maintained are owned by the West Virginia Board of Registered Nurses.
- 2.23 “Holidays”** means the West Virginia observed holidays and/or other days that the state is closed for business as communicated by the Agency to the selected vendor.

3. GENERAL REQUIREMENTS:

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

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3.1.1 QUALIFICATIONS AND MANDATORY REQUIREMENTS

- 3.1.1.1** Documented experience providing intervention, assessment/initial evaluation, referral to appropriate resources, and monitoring of individuals experiencing mental health or substance use conditions that are, or likely to be, job impairing and facilitating return to safe practice. This experience shall include the above for alternative to discipline programs for state regulatory boards, preferably nursing. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.2** Employ a full-time Director, who shall be a licensed professional, preferably a Registered Nurse, whose primary responsibility is the management of the program. Education and experience will be deemed appropriate by the Agency. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.3** Employ or contract for the services of a certified Medical Review Officer (MRO) by the Medical Review Officer Certification Council. The MRO must be certified by the American Society of Addiction Medicine. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.4** Employ unencumbered WV licensed professionals, including but not limited to registered nurses, who perform as a case manager to provide monitoring and support to the participants. The vendor must provide documentation upon request and prior to the award of the contract.
- 3.1.1.5** The case manager will serve as a compliance analyst who "partners" with the participant and assists with referral, treatment, and monitoring tasks. Each case manager must meet with each assigned participant at the outset of entry into WVR. Thereafter, the case manager must meet with each assigned participant on a regular basis or as needed to assess the participant's progress in rehabilitation.
- 3.1.1.6** Employ an adequate number of staff and staffing to effectively administer the program and provide the services identified in the contract. The staffing shall be approved by the Agency.

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- 3.1.1.7 Must be (or obtain) an approved provider of nursing continuing education in West Virginia.
- 3.1.1.8 Operate according to WVR clinical policies and procedures (P&P) approved by the agency. Make recommendations to the agency for revisions to the P&P based on published evidence.
- 3.1.1.9 Keep records in such a manner that a designee of the Agency can review random samples of participant files for compliance by participants who are referred to the monitoring program. The Agency will determine the percentage of files it will review upon request.

3.1.2 Administration and Day-to-Day Operations

3.1.2.1 Operations

- 3.1.2.1.1 The vendor services shall be open Monday through Friday from 8:00 am - 4:30 pm EST and follow the same holiday schedule as the federal and state of West Virginia governments. Additionally, the vendor will be available upon special request by a participant or the Agency by appointment. The parties shall agree on any additional service closures, and the vendor will post all closures publicly on the WVR website.
- 3.1.2.1.2 The vendor shall have a confidential answering procedure approved by the Agency for any calls into WVR after the hours of operation, on weekends and all holidays. When a message raises the possibility of harm or risk, the call will be returned immediately. There shall be a mutually agreed upon triage list for WVR to respond immediately to messages that are approved by the agency.
- 3.1.2.1.3 Collaborate with the selected vendor of the facilitated peer support groups support group administrator by exchanging relevant information regarding participants' adherence to the RMA, providing timely information on discharge and scheduled absence (e.g., return to treatment), and relevant information on participants' commitment, exchange appropriate data related to participant compliance with their RMA.

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3.1.2.1.4 Operate, maintain, and update the WV Restore website 24 hours per day and 7 days a week. The Agency maintains all intellectual property rights to the website. The Vendor is required to surrender to any passwords or other access information necessary to transfer control of the website to another Vendor upon request. All content shall be approved by the Agency and includes video tutorials regarding:

3.1.2.1.4.1.1 Enrollment process in the WVR

3.1.2.1.4.1.2 Monitoring process while in WVR

3.1.2.1.4.1.3 Training for worksite monitors

3.1.2.1.4.1.4 Information regarding applying for the need's assistance fund (if available).

3.1.2.1.5 Develop a plan to ensure continuity for persons currently enrolled in the existing program which shall be approved by the agency.

3.1.2.2 Toxicology Testing and Reporting.

3.1.2.2.1 Contract with a third party to conduct random toxicology testing on program participants and provide test reporting as described below. These laboratories must be certified by The Substance Abuse and Mental Health Services Administration (SAMHSA) or CAP Laboratory Accreditation Program (CAP). The selected Vendor must provide documentation of the certification upon the Agency's request. All testing and reporting must follow the consensus statement from the National Organization of Alternative Programs. The cost of the drug screens is the responsibility of the participant. The program for screening must include facilities at locations throughout the state of West Virginia. The selected vendor must provide documentation upon the Agency's request.

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- 3.1.2.2.2** Require the laboratory vendor (or third-party administrator of laboratory services) to provide the capability of obtaining a witnessed urine specimen. Appropriate policies and procedures shall be in place to accomplish this objective and determine which participants shall have witnessed screens. The Agency shall review the policies and procedures prior to the award of the contract. The confirmation test for a specimen initially testing positive for a prohibited substance is confirmed by either gas or liquid chromatography in conjunction with mass spectrometry. The vendor shall complete quality monitoring of the laboratory vendor/services to ensure compliance with program requirements. If the laboratory vendor/services are not compliant, a correction plan shall be required and reported to the Agency within 30 days.
- 3.1.2.2.3** Ensure that the panel of substances to be tested for in each participant’s urine drug screen (UDS) must include each participant’s “drug(s) of choice,” meaning any substance or substances which the participant is known to have been habitually ingesting. Confirm that UDS confirmation cutoff follows the most current consensus statement from the National Organization of Alternative Programs.
- 3.1.2.2.4** Utilize the current electronic database (Affinity eHealth) to capture and provide immediate access to secure communication with WVR participants, in addition to on-line “real time” reporting by the nurse participant’s worksite supervisor and nurse support group vendor.
- 3.1.2.2.5** Require a MRO to validate all positive screens prior to reporting test results to WVR. The MRO must be qualified to testify regarding the accuracy of a drug screen with scientific certainty rule out any possible alternative causes of a positive drug screen result.

3.1.3 Reporting Requirements for Involuntary Participants.

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3.1.3.1 Restore will provide all requested information/reports per the Agency’s guidelines and timelines. Reports must include but may not be limited to positive drug screens, worksite reports not submitted, or WVR receives after that due date, and other non-compliance issues.

3.1.3.2 It is the responsibility of the vendor to ensure all reports and information requested by the agency are submitted on or before the requested deadline.

3.1.4 Services to Eligible Participants.

3.1.4.1 Provide services for students, applicants or licensees who are licensed, registered, certified and/or regulated by the agency under Chapter 30, Article 7, et. seq. of the West Virginia Code. Should a disagreement over eligibility determination arise, the final eligibility determination will be made by the Agency at its sole discretion.

3.1.4.1.1 May only disclose information about an agency investigation to the student, applicant, or licensee with written approval of the agency and only to the extent that it is necessary to carry out the vendor’s duties.

3.1.4.1.2 Accept eligible individuals into the rehabilitation program. The rehabilitation monitoring program may be contacted by the individual student or nurse, or supervisors regarding an individual’s need of assistance. Additionally, an eligible individual may be referred to the rehabilitation monitoring program by recommendation or order of the agency.

3.1.4.1.3 The rehabilitation monitoring program shall be explained, and an appointment shall be scheduled for an initial screening within 72 hours of the initial contact. The selected vendor shall assist in developing individual strategies including techniques for intervention to arrange a referral to the program. If the eligible individual fails to participate in the program and in the judgment of the selected vendor, the participant needs to be in the rehabilitation monitoring program, a written complaint shall be filed by the selected vendor with the Agency.

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- 3.1.4.1.4** Provide a list of evaluators for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant. Ensure evaluators conduct evaluations and reports are received within 15 business days of the scheduled evaluation date. If the evaluator cannot gather all collaborating information within 15 business days, they are to notify WVR or submit a report with notation that recommendations may be amended if additional information is obtained. Evaluations may be through the use of telemedicine following all state and federal statutes, rules and guidelines.
- 3.1.4.1.5** Ensure all evaluators administer uniform evaluations of students, applicants or licensees in accordance with current, accepted industry standards. In accordance with program policies conduct training for approved evaluators annually on the program requirements, including standardizing the evaluators on administering uniform evaluations, and provide evidence of participating evaluators and submit this evidence and training materials to the Agency with the next quarterly report.
- 3.1.4.1.6** Provide a list of appropriate treatment providers for the individual to select from, who meet contract requirements for a student, applicant, or licensee within five (5) calendar days of the initial contact from the participant. The vendor shall refer the participant to a facility that is able to provide the appropriate assessment and treatment for the individual. This assessment will include aftercare, monitoring, and re-entry after treatment. Specific recommendations concerning the scope of practice, restrictions concerning handling, administration, or possession of narcotics, patient versus non-patient contact, or length of time away from any form of practice will be included. The treatment program must be accredited by The Joint Commission (TJC), or other appropriate agencies approved by the Agency. The accreditation documentation must be provided upon request of the Agency.

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- 3.1.4.1.7** Provide compliance management services that include coordinating and monitoring the services for students, applicants, and licensees from initial referral to recommended closure or release from the program. Require all program participants to sign and comply with a recovery monitoring agreement.
- 3.1.4.1.8** The agency shall approve the contents of the participant manual. Any provisions made mandatory upon the participant shall be specifically written into the participant's RMA which is based on agency approval.
- 3.1.4.1.9** Maintain records in accordance with all state and federal confidentiality laws and regulations. These records are the property of the Agency.
- 3.1.4.1.10** After a participant has completed the recovery monitoring agreement period and upon the participant's request, the participant will be permitted to sign a subsequent agreement for an additional period voluntarily. The participant is directly responsible for the cost of all monitoring conducted by the selected vendor. Maintaining of these individuals shall not be assessed by the agency.

3.1.5 Services to the Agency.

- 3.1.5.1** Shall report all information requested in a format designed by the Agency on the due date each quarter, and year-end. Quarterly with year-to-date, on a report card approved by the agency which includes:
 - 3.1.5.1.1** The number of participants making initial contact with the program.
 - 3.1.5.1.2** The number of participants signing participant contracts and the length of time from initial contact to the signature on the contract.
 - 3.1.5.1.3** The number of participants released from the program upon successful completion of the program.

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- 3.1.5.1.4** A summary of the program evaluation completed by participants that is de-identified.
- 3.1.5.1.5** The number of readmissions to the program by participants previously released upon successful completion of the program and the average length of time from the contract completion.
- 3.1.5.1.6** The number and nature of relapses or other acts or omissions evidencing noncompliance of program participants by category, and actions taken thereon.
- 3.1.5.1.7** The number of participants terminated from participation in the program for failure to comply with the requirements of the program including the failed requirements.
- 3.1.5.1.8** The number of participants who were readmitted, with agency approval, from terminated participation in the program for failure to comply with the requirements of the program and the average length of time from termination.
- 3.1.5.1.9** Demographic information, including raw numbers and percentages, concerning program participants including age; gender; county of residence or state if not a West Virginia resident; license status; license type including single state or multi-state at admission; drug of choice; practice/employment setting; employment status; employment position; practice area; and method of referral to the program.
- 3.1.5.1.10** Number of worksite monitors including name and license number.
- 3.1.5.1.11** A status report on staffing and other issues relating to the operation and administration of the program.
- 3.1.5.1.12** A status report of transition of participants to monitoring by the vendor who were participants in the program as operated by the predecessor vendor. This will be reported monthly until the agency determines the report is no longer needed.

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3.1.5.2 Submit the following within six (6) months of being awarded this contract and by September 1 of each contract year:

3.1.5.2.1 Any recommendations to change a policy and procedure for agency approval.

3.1.5.2.2 List of all evaluators, treatment programs, treatment providers with the address as well as staff members associated with the vendor and their credentials.

3.1.5.2.3 Copy of any forms or documents used by the vendor in conjunction with the services of this contract if revisions were made.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing a monthly rate. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS.

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

6. PAYMENT: Agency shall pay monthly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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

8. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

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

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

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

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

9. **VENDOR DEFAULT:**
 - 9.1. The following shall be considered a vendor default under this Contract.
 - 9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

 - 9.1.2. Failure to comply with other specifications and requirements contained herein.

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

 - 9.1.4. Failure to remedy deficient performance upon request.

 - 9.2. The following remedies shall be available to Agency upon default.
 - 9.2.1. Immediate cancellation of the Contract.

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

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Rodrigo Garcia
Telephone Number:	(219) 743-2477
Fax Number:	(219) 929-5514
Email Address:	rgarcia@wvrestoreprogram.com

SOLICITATION NUMBER: CRFQ RNB24*07
Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To attach answers to vendor questions.
2. To extend the bid open date from December 14, 2023 to December 21, 2023 at 1:30PM EST.

No other changes

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

Terms and Conditions:

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

ATTACHMENT A

Agency Answers to Vendor Questions
CRFQ RNB24*07 - WV Restore -Referral, Treatment & Monitoring Management

Vendor Question 01:

I see on the document attached has units can you tell me how many hours a week that is please? I have another state contract and units = 1 unit is 30 minutes but I don't see that listed on the RFI

Agency Answer 01:

This is a fixed contract for nurses being monitored in recovery from Substance Use Disorder or Mental Health. This will be the number of current participants as well as any nurses referred to the program and meet the criteria to participate during the contract. There is no unit of time associated.

The unit price will be a monthly rate x 12.

Vendor Question 02:

We are unclear about the following language in CRFQ RNB24*07: *"The vendor must provide documentation upon request and prior to the award of the contract."* While it is used throughout the contract, an example of this language can be found in the last sentence of section 3.1.1.1.

- Do all bidders provide documentation in their response to the RFQ, or will purchasing ask for the document only from the Vendor receiving the Contract or solely at the request of the Agency?

Agency Answer 02:

Vendors may provide all documentation with their bid response to the RFQ. If the documentation is not provided with the response, then the WV Purchasing Division will send a request to the vendor. Anytime post award, the Agency or WV Purchasing submits a request to the vendor, then the Vendor must provide it.

Vendor Question 03:

Will the State limit the procurement to a single vendor?

Agency Answer 03:

Each contract is awarded separately but could be to the same vendor.

Vendor Question 04:

Section: 3.1.2.2.3, Page # 33/40: Ensure that the panel of substances to be tested for in each participant's urine drug screen (UDS) must include each participant's "drug(s) of choice," meaning any substance or substances which the participant is known to have been habitually ingesting.

Will the State be open to an alternative testing schedule that includes a random selection of drug test panel that varies, which may not include the participant's drug of choice? The panels' composition would not be known to the participant, would include less common substances less frequently and randomly during the year. All panels would include testing for alcohol.

Agency Answer 04:

No.

Agency Answers to Vendor Questions
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Vendor Question 05:

Section: 3.1.2.2.4, Page # 33/40: Utilize the current electronic database (Affinity eHealth) to capture and provide immediate access to secure communication with WVR participants, in addition to online “real time” reporting by the nurse participant’s worksite supervisor and nurse support group vendor.

Is it the intent of the State that the vendor is limited to use of a documentation solution provided by Affinity eHealth?

Agency Answer 05:

Only use the Affinity eHealth

Vendor Question 06:

Section: 3.1.4.1.3, Page # 34/40: The rehabilitation monitoring program shall be explained, and an appointment shall be scheduled for an initial screening within 72 hours of the initial contact.

Please clarify if this timeline is intended to include weekends and holidays. (Three-day weekend of a Federal or State Holiday would immediately be in violation of contract)

Agency Answer 06:

Weekends are included unless a state or federal holiday occurs during the weekend. If the state or feds declare the day prior or after a holiday on the weekend-then no monitoring occurs on that day.

Vendor Question 07:

Section: 2.11, Page # 25/40, “Material Noncompliance and/or Inability to Progress” means any one or more of the following acts or omissions:

Acts and omissions are missing, can the list of acts and omissions be provided?

Agency Answer 07:

The Agency is revising Section 2.11 and adding a priority classification.

“Material Noncompliance and/or Inability to Progress” means Per policy, material non-compliance or inability to progress shall include, but shall not be limited to the followings acts or omissions:

1. Positive and confirmed drug screen not explained by a prescription or practitioner’s order acceptable to WVR.
2. Unexcused missed drug screen
3. Tampered drug screen
4. Unexcused absences from required meetings, therapy, evaluations, or other occasions where attendance is mandatory under the participant’s RMA with WVR.
5. Diversion of drugs
6. Ingestion of drugs or alcohol in violation of the participant’s RMA with WVR.
7. Illegal possession of drugs
8. Prescription forgery
9. Arrests involving use or possession of alcohol or drugs.
10. Other arrests related to the ability to practice safely.

Agency Answers to Vendor Questions
CRFQ RNB24*07 - WV Restore -Referral, Treatment & Monitoring Management

11. Where medicine is prescribed to treat the illness or condition causing impairment, the failure to take the medication as prescribed.
12. Where the participant is restricted from access to narcotics or other substances, violating that restriction.
13. Unexcused failure to respond to contact from WVR.
14. Other admitted, confirmed, or diagnosed relapses, or conduct which WVR deems material non-compliance.
15. A participant's inability to safely practice nursing care despite compliance with treatment, response to treatment, and prognosis of condition.

Vendor Question 08:

Section: 2.17, Page # 27/40, "Relapse" means return of signs and symptoms of a disease after an apparent period of recovery. The reoccurrence to drug use and/or a fourteen (14) day period of time during which a participant exhibits two (2) sequential acts or omission, each constitution a material non-compliance or inability to progress

Does this mean that any two non-compliance instances in a 14-day period are considered a relapse?

Agency Answer 08:

See attached Policy Number: 39

Vendor Question 09:

Section: 3.1.1.5, Page # 30/40, The case manager will serve as a compliance analyst who "partners" with the participant and assists with referral, treatment, and monitoring tasks. Each case manager must meet with each assigned participant at the outset of entry into WVR. Thereafter, the case manager must meet with each assigned participant on a regular basis or as needed to assess the participant's progress in rehabilitation.

Can meeting with participants be over the phone or virtual, or is this requirement in person?

Agency Answer 09:

May be virtual or in person.

Vendor Question 10:

Section: 4.1.2.3, Page # 29/32, Ensure Facilitated Support Group Meetings include a variety of meeting options including days, times and virtually or face-to-face locations based on participant demographics specifically participant location. Each group shall meet weekly for 1 (one) hour.

Are both face-to-face and virtual options required?

Agency Answer 10:

This is not in the Monitoring contract.

Agency Answers to Vendor Questions
CRFQ RNB24*07 - WV Restore -Referral, Treatment & Monitoring Management

Vendor Question 11:

Page # 16/40, 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.

Will the State consider a hybrid payment model where the participants contribute to the administrative program fee in addition to the State's contribution?

Agency Answer 11:

The participant will not pay \$42/month to the monitoring contract.

Purchasing's Answer 11:

Just to clarify Section 16 "Additional Fees" listed on the terms and conditions; this section is specifically between the vendor and the State agency. Vendors are not allowed to include additional fees in their invoice post contract award. A vendor will need to incorporate any additional fees into their unit price.

POLICY NUMBER: 039 - RELAPSE

Revised date: 03/13; 10/14; 7/2021

Relapse is defined as the non-approved use of mood-altering chemicals, failure to demonstrate abstinence when requested, and/or behaviors indicative of psychiatric impairment.

Positive/confirmed drug screens indicative of non-approved use of mood-altering chemicals, unexcused missed drug screen, failure to submit required or requested drug screens, and/or impaired behaviors will be managed as relapse as follows:

- a. WVR will attempt to protect the public from potentially impaired Registered Professional Nurses or students in a registered professional nursing program by requiring that the Registered Professional Nurse or student in a registered professional nursing program refrain from practice until approved by WVR.
- b. All relapses or suspected relapses are to be reported to WVR by anyone having knowledge of relapse, such as approved treatment providers, Support Group Facilitators, or employers.
- c. WVR will communicate relapse concerns to the Registered Professional Nurse or student in a registered professional nursing program, employers of the Registered Nurse or student in a registered professional nursing program, treatment providers and Registered Professional Nurse's or student in a registered professional nursing program Support Group Facilitators.
- d. Upon the first incident of relapse, the Registered Professional Nurse or student in a registered professional nursing program will be required to withdraw from practice until fitness to practice is determined.
- e. In the case of a relapse episode, a participant may exhibit multiple or sequential acts or omissions in conjunction with one another. Multiple or sequential acts or omissions are counted as one incident of Material Noncompliance if these acts or omissions occur within a 14-day period.
- f. In the case of a relapse episode, WVR will require the participant to refrain from practice as a condition of continued participation.
- g. From the time of relapse, the participant has five (5) business days to establish a recovery plan acceptable to WVR, to include plans for completing evaluation and/or treatment, while remaining refrained from practice.
- h. If treatment is initiated beyond the 14-day relapse period, such as awaiting in-patient treatment or coordination of resources, the participant is still considered in the initial relapse period, however, WVR will require the participant to enter Voluntary Withdrawal from Practice.
- i. If the participant fails to establish a recovery plan within five (5) business days, WVR will report to the WVBOERP (and participant file will be processed for termination) within 24 hours following the end of the five (5) business days.
- j. Further acts or omissions that occur beyond the 14-day period will not be considered as a continuing episode of relapse. The participant will not be allowed to

extend into another 14-day episode of relapse. Further acts/omissions will be counted as further material non-compliance episodes.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ RNB24*07

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:

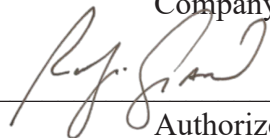
(Check the box next to each addendum received)

<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.

Parkdale Aftercare, LLC

Company



Authorized Signature

December 19, 2023

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



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

State of West Virginia
 Centralized Request for Quote
 Medical

Proc Folder: 1329424		Reason for Modification:	
Doc Description: WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT		To post Addendum 01	
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-12-12	2023-12-21 13:30	CRFQ 0907 RNB2400000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000020487
Vendor Name : PARKDALE AFTERCARE LLC
Address :
Street : 250 Indian Boundary Road
City : Chesterton
State : IN **Country :** USA **Zip :** 46385
Principal Contact : Rodrigo Garcia
Vendor Contact Phone: (219) 743-2477 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Larry D McDonnell
 304-558-2063
 larry.d.mcdonnell@wv.gov

Vendor Signature X  **FEIN#** 472054087 **DATE** 12/20/2023

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

ADDITIONAL INFORMATION

Addendum 01

1. To attach answers to vendor questions.
 2. To extend the bid open date from December 14, 2023 to December 21, 2023 at 1:30PM EST.
- No other changes.

INVOICE TO

WV BOARD OF EXAMINERS
FOR
REGISTERED
PROFESSIONAL NURSES
5001 MACCORKLE AVE SW
SOUTH CHARLESTON WV
US

SHIP TO

WV BOARD OF EXAMINERS
FOR
REGISTERED
PROFESSIONAL NURSES
5001 MACCORKLE AVE SW
SOUTH CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WV Restore Monitoring - Initial Year	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:

The amount of the this Budget is for services from December 15, 2023 thru December 14, 2024.

INVOICE TO

WV BOARD OF EXAMINERS
FOR
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5001 MACCORKLE AVE SW
SOUTH CHARLESTON WV
US

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WV BOARD OF EXAMINERS
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REGISTERED
PROFESSIONAL NURSES
5001 MACCORKLE AVE SW
SOUTH CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	WV Restore Monitoring - Option Year #1	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:

For Option Year #2

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	WV Restore Monitoring - Option Year #2	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:
For Option Year #3

INVOICE TO		SHIP TO	
WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US		WV BOARD OF EXAMINERS FOR REGISTERED PROFESSIONAL NURSES 5001 MACCORKLE AVE SW SOUTH CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	WV Restore Monitoring - Option Year #3	12.00000	MO	\$16,500	\$198,000

Comm Code	Manufacturer	Specification	Model #
85121700			

Extended Description:
For Option Year #4

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Questions due by 2:00PM EST	2023-12-07

	Document Phase	Document Description	Page
RNB240000007	Final	WV RESTORE -REFERRAL, TREATMENT & MONITORING MANAGEMENT	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions