



West Virginia Purchasing Division

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

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

Header 6

List View

General Information | Contact | Default Values | Discount | Document Information

Procurement Folder: 293344

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0506

Vendor ID: VS0000012119

SO Doc ID: WEH1700000010

Legal Name: Noor Associates, Inc.

Published Date: 2/16/17

Alias/DBA:

Close Date: 2/21/17

Total Bid: \$450,111.52

Close Time: 13:30

Response Date: 02/21/2017

Status: Closed

Response Time: 11:11

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

Total of Header Attachments: 6

Total of All Attachments: 6



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

**State of West Virginia
 Solicitation Response**

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

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-02-21 13:30:00	SR 0506 ESR02191700000003927	1

VENDOR
VS0000012119 Noor Associates, Inc.

Solicitation Number: CRFQ 0506 WEH1700000010

Total Bid : \$450,111.52 **Response Date:** 2017-02-21 **Response Time:** 11:11:55

Comments: Administrative and Contract Contact
 Narendra Ghuge
 Program Manager
 Tel.: (717) 724-7865
 E-mail: nghuge@noorgov.us

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Medical Laboratory Technicians (MLT) (Regular Hours)	4160.00000	HOUR	\$29.600000	\$123,136.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Medical Laboratory Technicians (MLT) (Overtime Hours)	1040.00000	HOUR	\$44.350000	\$46,124.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Medical Laboratory Technicians (MLT) (Holiday Hours)	192.00000	HOUR	\$44.350000	\$8,515.20

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Medical Technicians (MT) (Regular Hours)	4160.00000	HOUR	\$43.010000	\$178,921.60

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Medical Technicians (MT) (Overtime Hours)	1040.00000	HOUR	\$64.460000	\$67,038.40

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Medical Technicians (MT) (Holiday Hours)	192.00000	HOUR	\$64.460000	\$12,376.32

Comm Code	Manufacturer	Specification	Model #
80111613			

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Medical Laboratory Technicians (MLT) Permanent Placement Fee	2.00000	EA	\$3,000.000000	\$6,000.00

Comm Code	Manufacturer	Specification	Model #
80111613			

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

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

Comm Code	Manufacturer	Specification	Model #
80111613			

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

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

WVOASIS LINE #	Description/Equipment	Estimated # of Hours	Unit Cost per Hour	Total Cost for Estimated Hours (Estimated # of Hours multiplied by the Unit Cost Per Hour)
1	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Regular Hours)	4,160 Regular Hours	\$29.60	\$123,136.00
2	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Overtime Hours)	1,040 Overtime Hours	\$44.35	\$46,124.00
3	4.1.1 Temporary Staffing of Medical Laboratory Technicians (MLT) (Holiday Hours)	192 Holiday Hours	\$44.35	\$8,515.20
4	4.1.2 Temporary Staffing of Medical Technologist (MT) (Regular Hours)	4,160 Regular Hours	\$43.01	\$178,921.60
5	4.1.2 Temporary Staffing of Medical Technologist (MT) (Overtime Hours)	1,040 Overtime Hours	\$64.46	\$67,038.40
6	4.1.2 Temporary Staffing of Medical Technologist (MT) (Holiday Hours)	192 Holiday Hours	\$64.46	\$12,376.32
7	5.2 Permanent Placement Fee* Medical Laboratory Technicians (MLT): one-time fee per each (if any) permanently placed MLT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	3,000.00	\$6,000.00
8	5.2 Permanent Placement Fee* Medical Laboratory Technologist (MT): one-time fee per each (if any) permanently placed MT by vendor, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid.	2 each	4,000.00	\$8,000.00
Grand Total Cost				\$450,111.52

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

Evaluation and Award Criteria: This is a progressive award contract and the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on.

Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs.

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

**Temporary Staffing of Laboratory Technicians
Procurement Folder 270123 CRQM 0506 2845 WEH1700000007
Pricing Page Exhibit A Page 2**

Noor Associates, Inc.
Vendor Name (Printed)

295 Madison Ave, 15th Floor, New York , NY 10017
Purchase Order Address

295 Madison Ave, 15th Floor, New York , NY 10017
Vendor Remit-To Address:

Narendra Ghuge
Vendor Authorized Representative (Printed) Signature

02/14/2017
Date

717-724-7865 212-812-3389
Telephone Fax

nghuge@noorgov.us
E-mail

11 years
Number of Years in Business

REFERENCES:

Healthcare Staffing References - Global Healthcare Group (GHG)

Client Name	United States Penitentiary (USP): Marion, IL
Customer Point of Contact	Kelly Lamantia Supervisory Contract Specialist
Point of Contact Phone	618-964-2054
Point of Contact Email	kdelashmutt@bop.gov
Customer/Agency Address	USP Marion, 4500 Prison Road, Marion IL 62959
Contract Period	05/16/2011 - 09/30/2016
Contract Value	\$161,596.80
Project Name	Healthcare Staffing
Description	Provide temporary contract phlebotomist staffing services

Client Name	Federal Correctional Institution (FCI): El Reno, OK
Customer Point of Contact	Pamela Gradle, Senior Contract Specialist
Point of Contact Phone	405-319-7665
Point of Contact Email	pgradle@bop.gov

Customer/Agency Address	FCI El Reno, 4205 US Hwy 66 West, El Reno, OK 73036
Contract Period	03/01/2014 -02/28/2019
Contract Value	\$174,336.00
Project Name	Healthcare Staffing
Description	Providing temporary contract phlebotomist staffing services

Client Name	United States Penitentiary (USP) Canaan, PA
Customer Point of Contact	Kathleen Churchill
Point of Contact Phone	845-386-6700 x6799
Point of Contact Email	kchurchill@bop.gov
Customer/Agency Address	USP Canaan, U.S. Penitentiary,3507 Easton Turnpike, Waymart, PA 18472
Contract Period	01/22/2013 through 01/2018
Contract Value	\$406,440.00
Project Name	Healthcare Staffing
Description	Providing temporary contract phlebotomist and radiology technician staffing services

Noor Associates References

Client Name	PepsiCo
Customer Point of Contact	Debra Logan
Point of Contact Phone	(914) 767-6663
Point of Contact Email	debra.logan@pepsico.com
Customer/Agency Address	1 Pepsi Way, Somers, NY 10589
Contract Period	2009 to present
Contract Value	\$5 million per year
Project Name	Technical and Non-Technical Staffing
Description	IT, Business/Financial Analysts, and Senior Management; to Scientists and Lab technicians involved in Food & Beverage research and management. We have staffed over 200 various positions since 2010.

Client Name	Argonne National Laboratory
Customer Point of Contact	James Hudson
Point of Contact Phone	(630) 252-2161
Point of Contact Fax	(630) 252-9388
Point of Contact Email	jhudson@anl.gov
Customer/Agency Address	9700 S. Cass Avenue Lemont, IL 60439
Contract Period	3-year contract
Contract Value	\$30 million
Project Name	Technical and Non-Technical Staffing
Description	Staff administrative assistants, executive assistants and office coordinators



West Virginia Department of Health and Human Resources

Temporary Staffing of Laboratory Technicians (CRFQ WEH1700000010)

Noor Associates, Inc. Proposal
Submitted in Response to Request for Proposals Issued by
West Virginia Department of Health and Human Resources

Submitted on: February 21, 2017

Submitted by:

Narendra Ghuge
Sales Manager
Noor Associates, Inc.
295 Madison Avenue, 15th floor
New York, NY 10017
Phone: 717.724.7865 | Fax: 212.812.3389
Email: nghuge@noorgov.us

Prepared for:

April Battle, Buyer 22
Dept. of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Phone: 304-558-0067
Email: april.e.battle@wv.gov

Executive Summary and Cover Letter



February 20, 2017

VIA wvOASIS Vendor Self Service(VSS)

April Battle, Buyer 22
Dept. of Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

**Subject: Proposal for RFP - West Virginia Department of Health and Human Resources
Temporary Staffing of Laboratory Technicians (CRFQ WEH1700000010)**

Dear Ms. April Battle,

On behalf of Noor Associates, Inc. (hereinafter Noor), a New York State certified Minority-owned Business Enterprise (MBE), it is my pleasure to submit our proposal in response to Request for Proposals – Temporary Staffing of Laboratory Technicians for the West Virginia Department of Health and Human Resources (hereinafter WVDHHR).

Noor Associates understands that the West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Health and Human Resources (WVDHHR), Bureau for Behavioral Health and Health Facilities (BHHF), Welch Community Hospital to establish an open end service contract to supply temporary staffing of medical laboratory technicians and/or medical technologist for the in-house laboratory within Welch Community Hospital.

Noor Associates is a certified MBE that has various divisions providing IT, Healthcare, Professional and Administrative staffing services. We provide healthcare staffing to multiple Veterans Affairs, Military and Correctional Hospitals and medical facilities through our Healthcare Staffing division - Global Healthcare Group (GHG). Noor is submitting this proposal along with its Healthcare Staffing division, GHG.

The attached proposal presents our capabilities to provide staffing and recruitment services and our specific experience, key personnel, commitment to service, professionalism and other elements

required to perform these services. Noor Associates commits to perform the work in accordance with the requirements set forth in the RFP.

Noor Associates considers this a great opportunity and will commit the necessary corporate resources to ensure that we meet all program requirements and goals. My full personal commitment accompanies our corporate resolve to perform this contract with the highest degree of technical excellence and management integrity.

If you have any questions, or require further information, please contact me, as the authorized contact person to make representations for the firm, via email at nghuge@noorgov.us and phone at 717-724-7865.

Best regards,

A handwritten signature in blue ink, appearing to read "N. Ghuge".

Narendra Ghuge
Sales Manager
Noor Associates, Inc.
295 Madison Avenue • New York, New York 10017
Tel.: (717) 724-7865 • E-mail: nghuge@noorgov.us

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Firm Experience

Noor Associates is a member of the Noor, Inc. family of companies, established in 2005. Noor is a certified Minority-Owned Business Enterprise. In the previous 11 years, Noor has helped a long list of clients, both government and corporate, to find satisfactory multi-sector staffing solutions that best fit to their needs and internal professional culture.

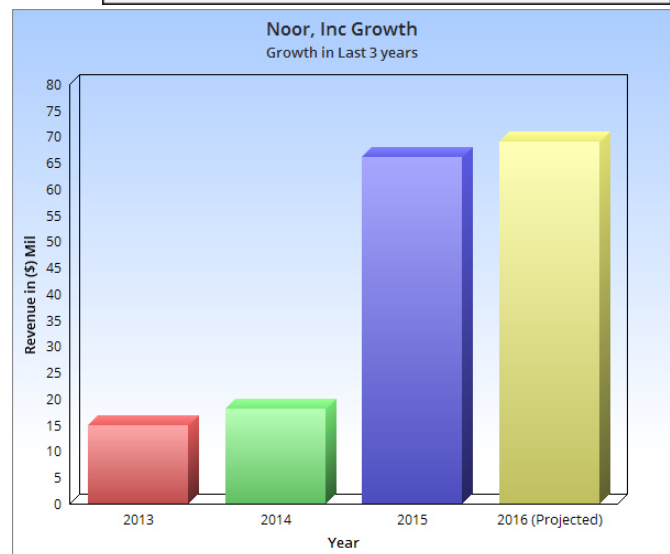
Noor is a well-established, liquid and profitable company with sufficient financial strength, capacity, working capital and other resources to perform this contract.

Noor provides staffing, recruiting and employment-related services on a nationwide basis with offices located in New York City; Bayshore, New York; Albany, New York; Harrisburg, Pennsylvania; Chicago, Illinois; Omaha, Nebraska and Fort Lauderdale, Florida. Noor has a network 1,800 contingent employees located throughout the United States and offers one of the most robust candidate databases in the marketplace as well as a competitive pricing policy.

The Noor family of companies has grown to over \$80 million in annual net revenues. Noor, Inc. has seen tremendous growth in recent years with its revenue increasing from \$14,300,000 in 2013 to over \$66,000,000 in 2015. This stable and continuous growth trend will extend throughout 2016 as well, with a 2016 projected annual revenue of \$80,000,000.

Noor has never defaulted on a contract nor had a contract terminated for non-performance. Due to our high asset values and low debt ratios, Noor possesses favorable Current Ratios (Total Current Assets/Total Current Liabilities). A significant portion of our current assets are

- **Established in 2005**
- **Part of a group with \$80 million in annual revenue**
- **100 clients nationwide**
- **1800 contract and contingent staff nationwide**
- **100 corporate staff members involved in operations and client servicing**
- **Less than 2 percent employee attrition**
- **Services**
 - Project based solutions
 - Contract and temporary staffing
 - Temp-to-perm staffing
 - Contingency and retained search
- **Industries Served**
 - Administrative support
 - Light industrial
 - Finance
 - IT
 - General help
 - Legal
 - Healthcare
 - Allied



liquid, enabling us to perform the contract without financial assistance from any outside source. We never sell or factor our receivables, unlike many in the industry.

Company Ownership

Habib Noor is the President and Founder of Noor Associates, which was incorporated in New York State on July 18, 2005. Mr. Noor remains the sole owner of the firm and has held the position of President since its founding. Noor Associates operates in conjunction with Noor, Inc., an entity wholly owned by Mr. Noor, who also serves as its President.

Mr. Noor has been a leader in the recruiting and staffing industry since 1995. Starting his career as an IT recruiter, ascending quickly in sales and management roles until the founding of his own company. This was the culmination of his experience and philosophy of providing extraordinary professional service.

Mr. Noor continues to actively grow his business and his family of companies is engaged in the following services for clients in the nonprofit, hospitality, legal, financial, education, entertainment and healthcare fields, among other clientele:

- Contingency Search
- Retained Search
- Temporary / Temp-to-Perm Staffing
- Consulting
- Project Based Solutions
- Confidential Search
- Exclusive Search
- Salary Survey

Contract and Temporary: Noor builds strong relationships with our contingent employees and we are confident they have the abilities and skill set required to deliver superior performance. Our contingent employees are prepared to make immediate contributions for any length of time, providing the flexibility sought by our clients;

Temporary to Permanent: Temp-to-Perm arrangements are ideal for clients who wish to avoid a search fee or prefer to observe a candidate's abilities in the workplace prior to making a hiring commitment. Candidates also have the chance to understand and embrace a client's values, goals and practices while serving in an interim capacity;

Permanent Placement: Noor leverages our proven techniques and deep resources to fill even the most challenging positions. We handle everything from identifying and screening candidates to

negotiating the offer to ensure the most favorable hiring outcomes for our clients.

Consulting: Noor has a network of qualified and trusted professionals who are available for a client's short or long-term needs. Whether the client needs a long-term temporary consultant or short-term coverage, we have the network of talented and experienced people to fulfill the client's requirements.

Project Based Solutions: Noor provides full-service project solutions. With our deep network of qualified professionals and partner vendors, we can organize and mobilize quickly to implement any full life cycle project solutions that a client requires.

Confidential Search: Noor takes our commitment to the confidentiality of our candidates and clients very seriously. Our thorough knowledge of the currently available workforce and extensive experience in confidential searches affords us the ability to efficiently furnish our clients with a short list of appropriate candidates, without divulging our clients' sensitive information.




Exclusive Search: When Noor performs an exclusive search, we help clients avoid time-wasting redundancies: too many resumes, too many agencies, double submittals. In addition, we will furnish a longer guarantee and a set fee.

Salary Survey: Noor can provide our own proprietary job market comparison salary analysis based on previous similar placements at comparable firms.

Our mission at Noor is to understand the unique needs of our clients and provide them with result oriented, cost effective, and reliable solutions. We provide innovative workforce solutions to companies of all sizes nationwide, to meet the challenges of today's changing business environment. We have the resources and focus to help government agencies and private companies maximize the efficiency and productivity of their workforce through our wide array of services and e-capabilities.

The table below contains a list of several valued Noor customers and an introduction to the services we provide to each.

Client	Years	Summary
<p>NYC Human Resources Administration</p> 	<p>2015 - current</p>	<p>Provide NYC Human Resources Administration with Temporary Staffing needs. The positions we have staffed for include Administrative Analyst (I and II), Technical Business Analyst (I and II) and Professional Aides. Our contract number with HRA is (#20121436136)</p>
<p>Sullivan & Cromwell LLP</p> 	<p>2005 - current</p>	<p>The departments that we recruit for include IT, Marketing, Finance, and Accounting. We have staffed over 35 roles under this contract.</p>
<p>Orrick, Herrington, & Sutcliffe LLP</p> 	<p>2010 - current</p>	<p>Contract calls for staffing on demand within tight deadlines. We determine the appropriate qualifications for staff needed as per project needs. We have staffed 20 positions that require administrative, technical and maintenance support skills.</p>
<p>PepsiCo</p> 	<p>2010 - current</p>	<p>We are a primary vendor for 3 PepsiCo locations providing professionals ranging from IT, Business/Financial Analysts, and Senior Management; to Scientists and Lab technicians involved in Food & Beverage research and management. We have staffed over 200 various positions since 2010.</p>
<p>AMS Servicing, LLC</p> 	<p>2010 - current</p>	<p>Headquartered in the Buffalo, NY area, this company provides special servicing on a nationwide portfolio of various types of real estate loans. Our contract with them is to provide staffing for their call center. We have staffed over 80 positions in the duration of our contract</p>

<p>Affinity Health Plan</p> 	<p>2010 - current</p>	<p>Affinity offers free or low-cost health coverage to New Yorkers who have Medicaid or no health insurance. We have provided to them IT Helpdesk and General IT Services, plus Clerical and Secretarial professionals. We have specifically staffed over 100 positions during the start of our contract.</p>
<p>CAMP Systems</p> 	<p>2010 - current</p>	<p>This client provides aircraft management solutions, and our employees work as Receptionists, Accountants, Auditors, and Customer Service Representatives. We have specifically staffed over 40 positions during the start of our contract.</p>
<p>Fried Frank LLP</p> 	<p>2005 - current</p>	<p>Fried Frank is a law firm with a finance focus. We staff for their IT, Marketing, HR, Finance, and Accounting depts. and have staffed more than 40 positions.</p>

The following list contains Noor Associates' corporate designations.

Legal Name : Noor Associates, Inc.

Mailing Address : 295 Madison Avenue, Floor 15
New York, NY 10017

Corporation Type : S-Corporation

Federal Tax ID : 20-3236508

DUNS No. (D&B) : 965566842 

CAGE No. : 672G5/3XEG5

GSA Contract No. : GS-02F-0157Y (Permanent Placement)
GS-02F-039DA Schedule 736 TAPS
(Temporary and Administrative Professional Staffing) 

Registered : System for Award Management (SAM.gov)



Status : **Minority Owned Small Business** (*National Minority Supplier Development Council, Inc. and New York City Small Business Services*)



NAICS Codes : **561310 Employment Placement Services**
561320 Temporary Employment Services

SIC Code : **736-1 Administrative Support & Clerical Occupations**



Division of Economic and Financial Opportunity

MBE Certificate

Noor Associates, Inc.

This certificate acknowledges that this company has met the criteria as established by the MBE Program at the New York City Department of Small Business Services and is therefore certified as a Minority-owned Business Enterprise (MBE).

Certificate Number: MWCERT2013-281

Expires on: **7/31/2018**

Handwritten signature of Michael R. Bloomberg in black ink.

Michael R. Bloomberg, Mayor

Handwritten signature of Robert W. Walsh in black ink.

Robert W. Walsh, Commissioner

THIS CERTIFIES THAT
Noor Associates Incorporated



* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 561310; 561320

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/20/2016

Issued Date

NY03621

Certificate Number

Joset B. Wright-Lacy

Terrence Clark, President & CEO

07/20/2017

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBES certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

Our Healthcare Division

Global Healthcare Group (“GHG”) is a part of the Noor, Inc. family of companies and since 1999, GHG has been a trusted source of quality personnel in Healthcare environments. GHG has national reach, providing staffing services to Federal, State and local government as well as corporate clients throughout the United States.

GHG’s government clients have included the Department of Navy; the Department of Army; the Veteran Affairs Medical Center, Department of Veteran Affairs; the Department of Labor, Job Corps Centers; the Federal Bureau of Prisons, Department of Justice; the Department of Agriculture, Forest Services; the Commonwealth of Pennsylvania and the State of New Jersey, among others. GHG is a General Services Administration contract holder under GSA Schedule 621, and GHG has developed many long standing, successful business relationships through this contract mechanism.

GHG specializes in providing science, healthcare, engineering and IT professionals, and has placed laboratory assistants, data center facility managers, research assistants, chemical scientists, radiology physicists, dentists, dental staff (hygienists, assistants, and technicians), physicians, registered nurses, licensed practical nurses, certified nursing assistants, physical therapists, occupational therapists, speech language pathologists, pharmacists, pharmacy techs, radiology techs, ultrasound techs, physicians, and other personnel (on both temporary and direct hire basis) with numerous public sector clients.

Company Profile

Noor Associates is a member of the Noor, Inc. family of companies, established in 2005. Noor is a certified Minority-Owned Business Enterprise.

Based in New York City, Noor has a national reach and provides service to clients throughout the country. With our sophisticated technology, time-tested recruiting methods and experienced team of professionals, we possess the acumen and interpersonal skills needed to hire the most trustworthy, customer-driven and conscientious personnel for your temporary, project-based and direct hire needs.

In the previous 11 years, Noor has helped a long list of clients, both government and corporate, to find satisfactory multi-sector staffing solutions that best fit to their needs and internal professional culture. Noor is a well-established, liquid and profitable company with sufficient financial strength, capacity, working capital and other resources to perform this contract.

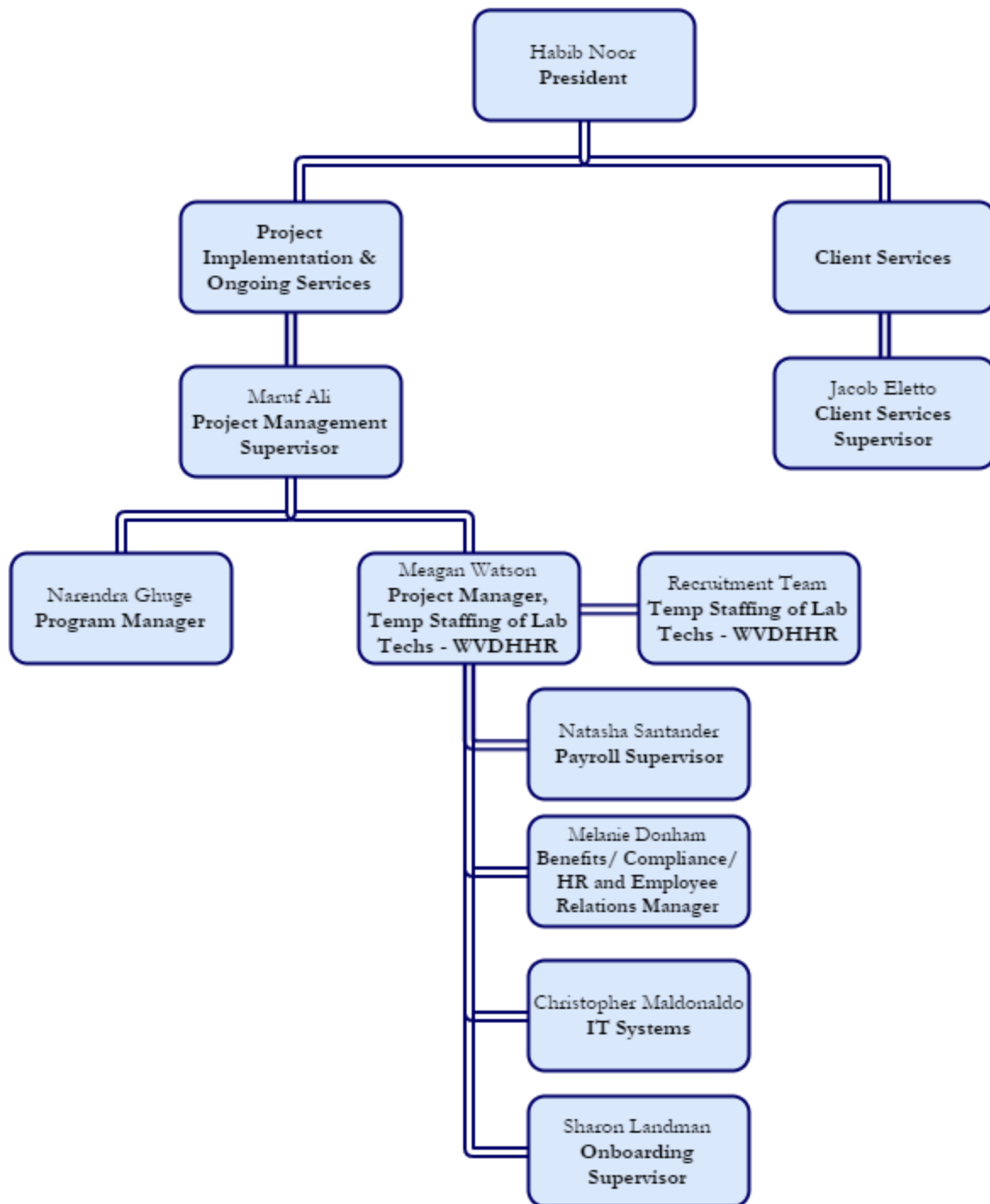
Noor provides staffing, recruiting and employment-related services on a nationwide basis with offices located in New York City; Bayshore, New York; Albany, New York; Harrisburg, Pennsylvania; Chicago, Illinois; Omaha, Nebraska and Fort Lauderdale, Florida.

Noor has a network 1,800 contingent employees located throughout the United States and offers one of the most robust candidate databases in the marketplace as well as a competitive pricing policy.

Noor Associates also operates under a Federal Supply Schedule through the General Services Administration (GSA) and continues to develop our business relationships with government as well as commercial clients. With our dedicated team of professionals, Noor Associates provides focused contract management solutions and accommodates all procedures required for federal government agencies. Our core competency of strategic recruiting and optimal customer service distinguishes us from other staffing companies.

Organizational Chart

The following organizational chart shows the lines of control as they relate to this project.



Key Personnel

If selected for this project, the following leaders would provide supervision and support on this activity:

Habib Noor, *President*

In 1995, after graduating and obtaining a B.S. in Finance from the Indiana University of Pennsylvania, Habib Noor started his career with Aerotek as an IT recruiter. He ascended quickly to become the manager of branch recruiting. He oversaw a team of 40 recruiters in NYC and helped to establish Aerotek's White Plains office.

In 1998, he joined Quantum, a premier Canadian staffing agency, to establish a recruiting division in their NY office. During his five-year tenure with Quantum, Habib received three company awards for Outstanding Sales.

In 2003, leveraging his already successful career, Habib founded his own company, which is the culmination of his experience and philosophy of providing extraordinary professional service. Habib has grown his family of companies to become a premiere and established staffing and consulting conglomerate that continues to expand.

Jacob Eletto, *Client Services Supervisor*

Jacob joined the Noor family of companies in 2006, and helped see the firm through its current exponential growth phase. Jacob Eletto has led numerous large scale recruiting and staffing projects across a multitude of industries and disciplines. As Chief of Staff of Noor, Inc., Jacob oversees all business and personnel matters for the companies, including the strategic relationships with our partners throughout the world. Jacob is a graduate of SUNY Plattsburgh. Jake will oversee the project from an overall "corporate" perspective, able to apply any further resources needed to assure project success.

Maruf Ali, *Project Management Supervisor*

Maruf oversees all strategic direction of the enterprise, manages and oversees leadership teams responsible for operations, risk, IT, payroll, billing, accounting, finance and compliance. He is particularly adept at troubleshooting complex staffing, recruiting and payroll industry specific issues and ensures proactive compliance in all areas. Maruf possesses significant international work experience. He is a graduate, summa cum laude, of Macaulay Honors College.

Narendra Ghuge, *Program Manager*

Narendra is a seasoned professional with more than 13 years of extensive experience in leading successful strategies to attain multi-million dollar Federal and State Government contracts. Narendra is a collaborative leader who effectively oversees resource management and risk assessment to exceed performance targets and increase company revenues. He is a strong communicator

experienced in developing and implementing strategic plans and building business infrastructures required to drive growth and profitability. Narendra is an effective manager who improves project performance by increasing operational efficiency and assuring compliance with high standards.

Greeshma Joshi - *Healthcare Staffing Services*

Greeshma has worked with GHG for over ten years, primarily focusing on recruiting and onboarding of medical professionals from around the world on behalf of U.S. government agencies. She possesses a Bachelor's Degree in Management from East Stroudsburg University and a Masters' Degree from Western Illinois University. Greeshma would serve as key person for Healthcare staffing requirements.

Administrative and Contract Contact

Narendra Ghuge

Program Manager

Tel.: (717) 724-7865

E-mail: nghuge@noorgov.us

Recruitment Team

The below individuals are part of the recruiting staff at Noor.

<p>Meagan Watson, Project Manager Email: meagan@noorinc.com Phone: (212) 812-3397</p>	
<p>John Channell Email: jchannell@noorinc.com Phone: (212) 878-2034</p>	<p>Rachel Mullen Email: rachel@noorinc.com Phone: (212) 497-9522</p>
<p>Nicole Delarue Email: ndelarue@noorinc.com Phone: (212) 634-2576</p>	<p>Michael Taylor Email: michael@noorinc.com Phone: (212) 497-9504</p>
<p>Kevin Fitzgerald Email: kfitzgerald@noorstaffing.com Phone: (212) 634-3171</p>	<p>Kevin Snyder Email: ksnyder@noorinc.com Phone: (646) 790-2784</p>
<p>William Schlosser Email: william@noorinc.com Phone: (212) 497-9514</p>	<p>Vickie Mamary Email: vickie@noorinc.com Phone: (212)812-3398</p>

Deliverables

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

Noor further understands that the selected vendor must provide (Medical Technologist) MT and Medical Laboratory Technician (MLT) candidates with Clinical Laboratory Technician and Technologist Licensure and Certification. In addition, vendors must have been in business for a minimum of three (3) years, providing similar temporary services.

Noor understands that the successful firm will assume the following responsibilities:

1. Successful vendor must provide a qualified MT or MLT professional to accommodate the Facility's needs.
2. Successful vendor must provide MT's and MLT's as requested by the Facility to be compatible with week-to-week needs. Assignments also may be for specified period of time as agreed upon in writing.
3. Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
4. Successful vendor shall provide the Facility with information on each MT or MLT according to the state and federal standards, including applications. These must be sent to the facility along with the listing of possible candidates to interview. Successful vendor, MT's and MLT's must comply with all Agency policies and procedures.
5. Successful vendor shall ensure the following regarding the staff to be provided:
 - a. Has completed the required training and education.
 - b. Possess a current valid CLIA certification.
6. The hospital will not allow any previous employee who was dismissed for disciplinary or performance reasons by any DHHR Facility or Office to return and work through the staffing vendor.
7. Successful vendor will have 48 hours (2 days) to respond to our initial contact requesting staffing, vendor must provide the Facility a list of potential candidates for staffing needed at the Facility within 72 hours (3 days) of the initial notification of need. After the 3-day period, we would conduct interviews, review their certifications, and at that time we will determine which applicants we would offer a staffing position.

Noor has been in continuous operation since 2005. With a dedicated team of 100 internal staffing professionals, Noor provides focused contract management solutions and accommodates all procedures and protocols required for clients in the non-profit, government and for-profit sectors. Our core competency of strategic recruiting, staffing, ancillary employment services, payroll processing and optimal customer service distinguishes us from other staffing companies.

Noor possesses the acumen and the know-how to reach out and hand-pick the most suitable candidates for the position indicated in the Request for Proposals. We meet with more candidates for a position than our clients ever could independently, and we constantly source passive candidates to create a pipeline of potential hires. Equally important is the Noor ‘ownership’ of our robust candidate base – we act as a career consultant to our candidates and they appreciate our investment in their success.

Noor is fastidious with our skills evaluation, reference and background checks and market intelligence. Our researchers provide clients with the latest data as to rates of compensation, average tenure, titles and organizational structure.

Noor is committed to delivering quality employer solutions – this is cornerstone to our business. Our solutions meet the needs of the modern day business environment and help businesses to save time and money.

Noor provides expert staffing solutions in the following areas: Legal/Compliance; Finance/Accounting; IT; Human Resource Professionals; Administrative/Clerical; Hospitality; Healthcare; Administrative/Clerical; and General Staffing.

Fulfilling Goals & Objectives

The accompanying proposal from Noor presents a comprehensive, professional, and flexible approach to meeting the requirements set-forth by WVDHHR for temporary staffing services. We have significant experience in delivering successful support services to many non-profit, public sector agencies and commercial enterprises.

Noor has a strong resourcing and recruiting team of 35 recruiters and with our dedicated team of professionals, we provide focused contract management solutions and accommodate all procedures and protocols required for clients in the non-profit, government and for-profit sectors. Our core competency of strategic recruiting and optimal customer service distinguishes us from other staffing agencies.

At Noor, it is our goal to align our thinking to that of our clients. Informed by more than a job description—we immerse ourselves in our client’s culture to gain an understanding of management style, organizational goals and history, ideal hires and hires that were less successful.

Approach and Philosophy

Noor Associates’ temporary staffing service offers the highest level of commitment and attention to our clients. When we enter into a staffing agreement, we dedicate a team of qualified professionals to give 100% of their attention to the client for the entire duration of the contract.

The Noor Associates approach combines systematic and precise selection with professional guidance and mentorship, and an awareness of schedule and budget. When screening candidates based on the specifics of the searches, we will conduct interviews focused on biographical and situational questions about a candidate’s prior career and qualifications. In addition, we will use the interview and other interactions to assess the candidate’s personality, as this is crucial for successfully filling a role for the length of the assignment.

Our recruitment staff will rate the candidate’s energy levels, decisiveness, steerability, ability to compromise and social competence. We will also consider the candidate’s motivations regarding career movements as this can paint a clear picture of their goals, aspirations and longevity.

Structuring a well-prepared and comprehensive personal interview is an important phase of the staffing process. Based on the facts and information we receive from the candidate during this phase, and our subsequent assessment, Noor Associates will present the selected suitable candidates to WVDHHR.

To successfully carry out the temporary staffing services for WVDHHR, our recruitment staff will steer the entire identification and selection process and coordinate all aspects. The industry expertise of our recruitment staff, together with our search philosophy and approach, will result in a high level of accuracy and quality of the suggested candidates with rapid turnaround.

Fulfilling Job Requirements

Noor Associates will initially recruit and make a reasonable offer to hire any available incumbent personnel that WVDHHR may desire our company to utilize for the staffing positions. This approach will provide WVDHHR with continuity of personnel currently familiar with the job requirements. Where incumbent personnel are not available, we will use the recruitment and onboarding process described in the following section to recruit and place new employees. Our strategy for screening and qualification verification begins with our recruiting process.

For individuals that are new to the contract as well as our company, we will follow proven procedures to find qualified candidates and attract and hire them. As part of that overall process we will screen each candidate, beginning when we select a resume of interest and continuing through contact by telephone or email, in-house interview, reference and background checks, and qualification verification. Screening takes place throughout our recruiting and hiring process and beyond, through ongoing employee evaluation and performance assessment.

Recruiting

Our team uses a broad based, multi-media approach (web-based site searches, print ads, direct mail efforts, incumbent staff referrals, and professional organization contacts) in the local and regional area. These resources complement our internal employee referral system, which consistently has been one of our most productive sources of experienced professionals.

We have refined our recruiting process to ensure that we meet specific timelines required by all of our customers. We use a multi-media approach to identify candidates for inclusion in our large internal SmartSearch Database. This database contains over 30,000 résumés of candidates that we thoroughly screen to find appropriately qualified professionals for each position. Also, by collaborating with CareerBuilder, Noor Associates has increased its bandwidth to over 8,000 websites, including those of 140 newspapers, and the MSN and AOL portals, where CareerBuilder's proprietary technology jobs are listed. These resources provide Noor Associates and its prospective employees with access to far more data than ordinarily available. We have learned that it increases the probability of yielding résumés of the best candidates available within the timelines established by this contract.

In-House Recruiting Model

The Noor Associates team uses a full-time, in-house staff to recruit job candidates. The team is supervised by an experienced manager and includes professional recruiters who rely on a tested and proven model to identify and place professionals. Our streamlined recruiting process requires minimal investment, significantly reduces costs, and enables us to customize strategies for aggressively recruiting the best job candidates.

Figure 1 outlines our recruiting, hiring, and onboarding process.

Figure 1. Recruiting, Screening, and Hiring Process



After the initial employee interviews are completed each candidate must supply the following documents to begin a comprehensive pre-screening process:

- Work history
- Professional references

After the pre-screening interview is completed, the recruiter conducts a telephone reference check by contacting the cited references. Information obtained from these sources helps us validate the candidate’s competence. If the information received from the references is favorable and the recruiter determines that the qualification package satisfies preliminary screening criteria (in accordance with the statement of work), that information is shared with our Project Supervisor, who then conducts an in-depth screening assessment of the skills, knowledge, and abilities of the candidate to determine if he or she is qualified for the position. On the Project Supervisor’s recommendation, the candidate’s name is forwarded to the Contracting Officer (CO) for approval. After the CO approves the candidate, the on-boarding process begins. If the CO disapproves the candidate, the search for a new candidate continues. This process is sustained until a viable candidate is approved by the Government.

Initial background checks are also performed on each candidate as part of our pre-screening process and prior to finalizing employment terms. To accomplish this task, we email a Background Authorization Form to the candidate for completion. The candidate is asked to fill out the information on the form and return it to the HR Department within 48 hours. Using the information on this form, we conduct background investigations after receiving a signed offer of employment from the candidate. If this investigation shows no adverse information or issues, we

continue the on-boarding process with the candidate. If the investigation produces any issues that may preclude the individual from employment, the HR Director and Project Supervisor will determine if the candidate is still a viable employee. If the issue causes a disqualification, the candidate is informed of this decision and any offer of employment is rescinded.

Our recruiting approach typically begins recruiting applicants within a 20- to 30-mile radius of the work location, and then extends to larger state and national areas when necessary. Additionally, we communicate with any incumbents to determine their specific position requirements and acquire firsthand knowledge of their career needs as well as the facility's provider requirements.

Pool of Candidates

Noor Associates takes great pride in its unique and unmatched recruiting methods that have been developed internally. These methods are proprietary in nature. For the purpose of providing staffing and recruitment services to WVDHHR under the requirements of this solicitation, Noor Associates will employ a recruiting strategy made up of four primary components:

- 1. Incumbent Professionals Recruiting**
- 2. Internal Pool Recruiting**
- 3. Innovative Mass Recruiting Methods**
- 4. Traditional Recruiting Methods**

These four recruiting methods will ensure that proper personnel are recruited and placed to work in a timely fashion.

- 1. Incumbent Recruiting** – Noor Associates respects the existing professionals (if available) on current contract for continuity of service to clients. We also understand the reduced training/orientation efforts and expeditions turn-around achieved by staffing the same employees. Therefore, Noor Associates will offer employment to incumbents presently working with our agency who are interested in continuing the existing relationship. Our attractive compensation, benefits and friendly management team have drawn the loyalty of new and incumbent employees for over three years. Noor Associates will direct its initial efforts to transitioning as many incumbent employees as possible, subject to acceptance of the employee by the client.
- 2. Internal Pool Recruiting** – Noor Associates has developed a large internal pool of candidates over last 3-5 years. We have more than 100,000 professionals available in our internal proprietary database which can be reached out for various assignments at any given time. This pool will be managed by the Recruiting and Project Manager assigned to this project.

3. **Innovative Mass Recruiting Method** – Noor Associates maintains a distinct competitive advantage in the staffing industry through its use of highly creative and innovative recruiting methods to grow its operations. These proprietary mass recruiting techniques allow our company to quickly ramp up a large pool of in-bound applicants by professional category and can be focused as specifically as the client’s zip code.
4. **Traditional Recruiting Method** – In addition to unique and internally developed methods of recruiting, Noor Associates also employs traditional methods including newspaper advertising, magazine advertising, direct mail and employee referral programs to attract the best talent to work with Noor Associates. Noor Associates also employs online sourcing efforts dedicated to recruiting professionals who pro-actively submit their resumes to job board websites such as Monster.com, CareerBuilder.com, HotJobs.com, Dice.com, Indeed.com and America’s job bank.

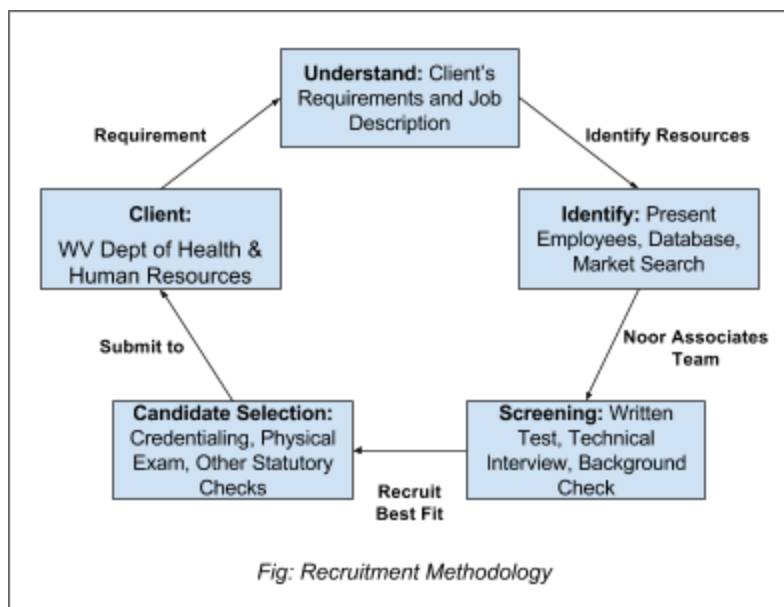
Noor Associates is well equipped to successfully address the staffing and recruitment needs of WVDHHR and has a team of full time recruiters with experience in the recruitment of direct-hire staff. Our recruiters have sufficient subject matter knowledge to understand the exact nature of the client requirements and conduct preliminary technical interviews with the candidates.

Approach and Methodology

The key features of our overall approach and methodology for providing staffing services to government and commercial clients are listed below (See Figure).

- a) **Pre-Screening Methodology:** The pre-screening methodology starts with Noor Associates getting the requirements and the job description from the client, including technical and other information.

- b) **Understanding the Requirements:** Once Noor Associates receives the requirements, our sales and recruiting staff make concerted endeavors to thoroughly understand the job description and requirements. If there are any doubts, clarifications are sought from the client promptly. This step is mandatory as it enables us to identify candidates who



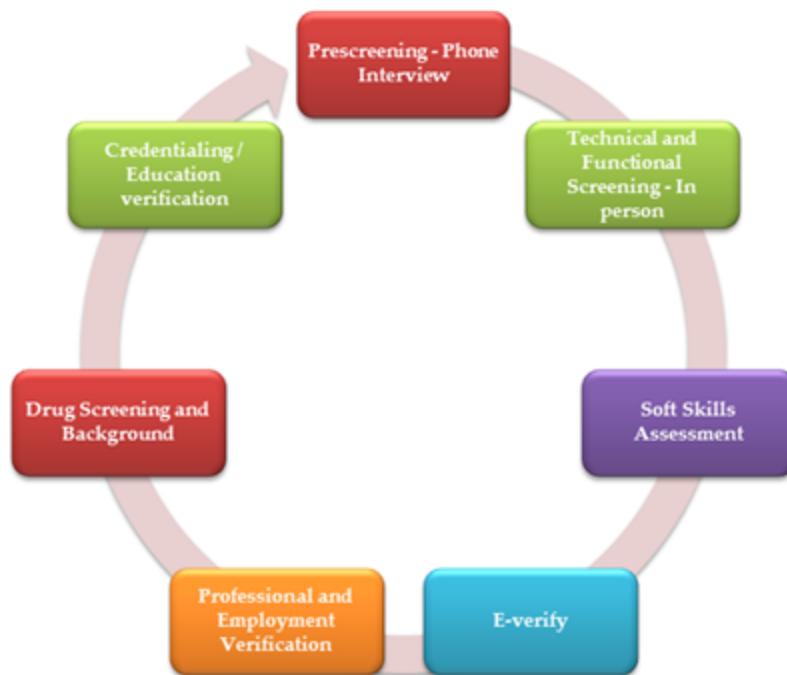
are a perfect fit for the position.

- c) **Identification of Potential Fits:** Once the recruiters understand the requirements, they immediately go to work. As a first step, our recruiters go over the skills of our employees from our database and try to determine if any of our employees will be a good fit for the job in question and whether he/she is currently available to take up the job assignment. If none of the employees meet the requirement in terms of skills, licensure, and availability, then our recruiters go through the database of our consultants and try to determine whether they meet the job requirements and identify their availability. Finally, the recruiters compile a list of potential fits that are available and make arrangements for the proper screening of the candidates.
- d) **Screening Methodology:** One of the reasons for our success has been Noor Associates' intense screening methodology. Once the potential fits have been identified, they are interviewed by telephone or in person to assess their past experiences, communication skills, and present ability. The shortlisted candidates have to undergo a written technical test prepared by our professionals and based on their field experience. The shortlisted candidates have to undergo reference checks for past performance, tests for drug usage, and background checks for any criminal records. After the three staged screening process, the resumes of the qualified candidates are presented to the client. This screening methodology has ensured the selection of quality candidates, who are the right fit for the requirements of the role and has resulted in satisfied clients over the last three years.
- e) **Candidate Selection and Submission to Client:** Once proper screening of the candidates has been done as detailed above, in most cases, the top three candidates are selected and presented to the client for client interviews.

When potential candidates are identified, Noor Associates will begin the screening and interview process. This includes:

1. Conduct an in-person interview to determine the applicant's character, suitability, and ability to provide service to WVDHHR. The Requesting Agency's authorized representative shall have the option of participating in the interview process for various positions upon request.
2. Contact at least two of applicant's former employers to verify the employee's work performance.

The Noor Associates interview and screening process is outlined in the chart below.



Noor Associates understands that hiring new employees is more complex than simply asking them to fill out an application form. The process, after initial recruiting, is described below.

Role of the Recruitment Manager and/or Corporate Representative:

The corporate office will do the very earliest phases of recruiting, such as contingency recruiting during the proposal preparation phase. Upon contract award, the key role will be turned over to the Corporate Representative, who will be responsible for completion and management of the recruiting requirements together with in-house management staff.

Initial Contacts and Interviews:

Potential recruits responding to advertisements and articles on the contractor websites will contact the contractor themselves, by telephone call, e-mail, fax of resumes, etc. A Noor Associates Corporate Representative will then reply, normally by telephone. This will form the first stage of screening. The screener will seek to determine the professional level of the inquirer, and in an initial conversation, make judgments about her/his level of interest, communication skills, and general spirit of cooperation. People who are apparently unsuitable will be eliminated from further consideration. Potentially good candidates will be scheduled for a face-to-face or virtual interview.

Interview:

Applicants will either come to the Noor Associates assigned office for a personal meeting with the Corporate Representative or other competent authority from the team or will be interviewed by

Video Interview platform. The applicant will complete the required application forms and provide copies of necessary credential material. The interviewer will make a more thorough assessment of the applicant's ability to work as a team member.

Submission to Client:

Once a selection of strong, interested candidates has been identified, Noor Associates will submit their resumes to the client and assist in the scheduling of interviews, if required. After the interview, Noor Associates will hold a debriefing with the client and move forward with the credentialing and placement process for candidates who have been identified as a fit by the client.

Background Check Process

The credentials of all the candidates for potential employment are verified by contacting the universities where they earned their degrees as well as the relevant Board institutions who have certified them in their field of work and education. Noor Associates also asks for past employer and client references, and contacts each of them to verify past employment, performance, and conduct of the candidate, skill level and past projects.

If requested by WVDHHR, Noor Associates will conduct a background investigation of the proposed staff and applicant. The background investigation may include, but is not limited, to the following:

1. Check for felony convictions
2. Check for convictions for a sex or drug related charges
3. Check for convictions for offenses that pose a threat to the safety or wellbeing of others
4. Check for charges or criminal cases pending in the courts as of the date the worker is referred to WVDHHR
5. Perform background checks, drug testing or other services for specific positions

Training/Education

Noor Associates will verify mandatory state/federal training and education of US and foreign educated candidates. A photocopy of certificates will be made and the copy will be placed in the employee personnel file.

Examination

Noor Associates will administer technology-specific examination to assess the subject matter knowledge and overall outlook by using various 3rd party online platforms. The results of the examinations will be filed in the employee personnel file. The purpose of this examination is to gauge the competence and knowledge level of the professionals in various aspects of IT skill sets.

Verification of Identity / Immigration Compliance

Noor Associates will validate the identity of new personnel by inspecting the current driver's license or other photo identification along with his / her professional license or certificate. Each worker shall produce such records upon initial application. Noor Associates will verify the worker's employment eligibility in compliance with the Request for Proposals and the immigration laws of the United States. This will be conducted through E-verify procedures upon initial application.

Professional references

Prior to initial placement of a new employee, Noor Associates will obtain two professional references. Noor Associates will make every attempt to obtain professional references and will document such activity, but if unable to do so, Noor Associates will obtain a personal reference in place of one of the required professional references.

Background Checks

Noor Associates will submit the Request for Criminal History Check, including Excluded Parties, OIG, Sexual Predator List and Terrorist List. Only those health care workers' with a favorable record will be eligible for assignment. Results of background screen will be maintained in the employee's personnel file.

Criminal Record Check and Security Clearance

Noor Associates will provide information on employees for performing criminal record checks to the COR in the pre-employment packet. All applicants will be requested to complete all Standard forms and any optional form. Noor Associates material and document handling members are approved with clearance to the level of work requirements and informed whether drug testing is required. All members of Noor Associates have signed a statement of confidentiality and a release that he or she does not find working on this contract offensive, objectionable, or disturbing.

Drug Test

Noor Associates may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

Filling Requests and Turnaround

Noor Associates makes sure that qualified talent isn't left on the table. We hire at high volume, and use a robust Applicant Tracking System (ATS) to ensure seamless access to the largest possible pool of talent. We build up our this talent pipeline through candidate-facing social media channels such as

LinkedIn, Twitter and Facebook. This solid system allows us to maintain relationships with existing talent while pursuing new talent to add to our pipeline.

By increasing our one-on-one candidate interactions, utilizing tracking and analytics, and employing social media, Noor Associates is able to build our engagement with a broad talent pool. In turn, this affords us a readily available network right at our fingertips. By maintaining a standard, speedy interview process, we are able to efficiently and effectively move through the screening process, allowing us to bring a selection of qualified and available candidates to our clients within a shorter frame of time.

Quality and Service Standards

To ensure accountability in project management, we propose a single point of contact for all administrative concerns and performance issues. Narendra Ghuge our Project Supervisor (PS) will oversee the quality, administrative, and operational execution of this contract. He will be supported by an organizational structure designed to deliver quality services in a worldwide enterprise environment. Direct access to corporate management is designed to provide WVDHHR with continuous, responsive service. Our management structure also allows for rapid response in the event the scope of the task changes, enabling us to offer additional support where and when it is needed. Our Project Supervisor will provide a hands-on, proactive management style to ensure that WVDHHR receives the support required.

At the local contract level, the strength of our project management lies in our ability to develop and maintain a highly capable staff that understands the contract requirements. The Project Supervisor will use project management applications to ensure contract requirements, subcontractor performance, and employees are compliant.

Our Project Supervisor's performance will be judged according to the following characteristics:

- Exhibits assigned responsibility
- Provides measurement and accountability by task based on contract requirements
- Shows timelines and milestones overall and by task
- Provides standard and ad hoc reporting
- Adheres to processes and protocols:
- Monitors all contract and subcontract performance

If required, the Project Supervisor will meet periodically with WVDHHR representatives to review contract performance to ensure all requirements are being met. This meeting will take place quarterly or when deemed necessary by the requesting agency.

Monitoring Performance

During the first 90 days of contract performance, all full-time employees will be closely monitored by the to ensure compliant contract performance. This includes monitoring subcontractor performance. When the PS is comfortable that the employees and subcontractor have ingrained into his/her daily routine the necessary safeguards to ensure contract compliance and at least satisfactory performance and quality, the obligatory probation period ends. We know from experience how important this autonomy is to ensuring the quickest and most effective response to the kinds of emergencies and contingencies that tend to cause the greatest disruption to ongoing, mission-essential services.

Noor Associates Transition and Kick-off Plan

Noor Associates staffing and recruiting infrastructure and onboarding procedures are in place and in operation. We have a Project Supervisor assigned and qualified employees ready upon contract award.

Noor Associates has committed sufficient program management, finance, recruiting, and human resources capabilities to support the program upon execution of a contract. The schedule below shows the approximate timelines for the various tasks. A final timeline will be prepared and approved by WVDHHR upon contract award.

	Tasks	Days After Contract Award														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	Contract Award															
2	Meet with WVDHHR Personnel															
3	Review SOW															
4	Establish WVDHHR Interface/Relationships															
5	Initiate Regular Meetings with WVDHHR															
6	Schedule Presentations to Incumbent New Hires															
7	Interview Incumbent Personnel															
8	Identify Incumbents to Retain															

9	Extend Incumbent New Hire Offers																		
10	Responses Due Back from Incumbents																		
11	Review Gaps Where Incumbents aren't Wanted or Decline Offer																		
12	Extend New Hire Offer to Non-Incumbents																		
13	Conduct Orientation for Incumbents and New Hires																		
14	Implement Administrative and Financial Systems																		
15	Human Resources Systems																		
16	Establish Personnel New Hire Files																		
17	Maintain Employee and Applicant Database																		
18	Financial Control System																		
19	Payroll/Accounting/Invoicing																		
20	Contract Status Reporting																		

Retention

Noor Associates understands that hiring and retaining quality personnel in a competitive work environment is crucial to program success, we strive to exceed customer expectations by providing the following incentives:

- Competitive Salaries through ongoing research and market salary surveys related to the applicable clinical service category, geographic region, and available labor pool;
- Competitive Benefits, which include medical, dental, vision, short-term disability, long-term disability, life insurance, and a 401(k) retirement plan;
- A New Employee Orientation for all newly hired employees with senior members of the organization;
- Employee Recognition, Award for Performance, awards to recognize those employees who have exceeded our expectations; Spot Awards for exceptional work beyond the call of duty.

- Tuition/Educational Reimbursement or Assistance is available to regular full-time employees;
- Annual reassessment of the competitiveness of compensation (salary and benefits) as compared to the local job market.

In addition to base salary, our employees will be offered the following Benefits Package:

- Holiday Pay (10 Holidays)
- Personal Time Off (PTO)
- Comprehensive Medical Insurance
- Dental Insurance
- Vision Insurance
- Term Life Insurance
- 401k
- Flex Spending Accounts
- Employee Assistance Program

These incentives have proved highly effective with no additional cost to our customers. We will leverage these techniques as necessary to ensure full coverage.

Noor Associates believes in welcoming each new employee as a valued member of the company. All new hires will go through an orientation. Our Team will provide communication to invite incumbent staff members, as well as newly recruited staff, to our team by providing a summary of company information and benefits. A full orientation will be conducted for each new employee. Familiarization with job requirements as outlined in the position requirements will be assessed at that time. Each individual will receive a copy of the current requirements so they fully understand job expectations.

In addition to standard new employee materials such as employee handbook review and benefits, we provide specific information related to employee schedules, working hours, dress code, training, security measures, and other matters of special importance required by WVDHHR. Communication of company policies and procedures, expectations, benefits, and other pertinent information will be provided by means of print and/or via a company website for new staff orientation.

The Noor Associates team focuses on retaining employees to reduce turnover and provide continuous service. Our employees receive competitive pay, fringe benefits, a 401(k) plan, employee satisfaction surveys, loyalty bonuses, and employee recognition programs. Our pay scales are based on current and directly pertinent local market research and are competitive as well as compliant with the Department of Labor wage determinations.

Training

Noor Associates views employee training as a significant factor of employee retention. All employees assigned to the project will complete training necessary to keep their job skills current. Accordingly, we have established a training program designed to provide employees with general and contract-specific training in an effective and efficient manner. Noor Associates maintains a library of training materials, including computer-based training titles. Most employees desire to expand both their technical and professional expertise. We encourage them to keep abreast of advances in technology and to grow professionally. The opportunity to enroll in these training courses, other than those specified as task related, is recorded in their individual Training Profile.

We encourage our employees to continue their education at local academic institutions by taking advantage of our tuition reimbursement program, which allows for a full refund of tuition costs associated with attending a job-related course or to pursue an undergraduate or graduate degree. Through our affiliation with local community colleges and universities, our Human Resources organization advises these institutions of specific training needs and publicizes the availability of related courses to our staff. Training offered by organizations where we are affiliated professionally or where we are a member of user groups, is most often conducted after work hours.

Staff Replacements

The primary risks associated with temporary staffing programs are (1) failure to fill positions, (2) poor performance, and (3) failure to retain key personnel. We believe our staffing and retention plans are sufficient to mitigate risks 1 and 3, and our employee management procedures and hiring practices sufficiently mitigate risk number 2.

Our control processes (e.g., QA, Security, Safety, Cost Control, Best Practices), for which we already have plans in place, are a part of our risk management framework. Our approach to recognition, reaction, and correction of problems is based on a no-surprise approach. Risk management is a continuous process that involves planning, assessment, handling, monitoring, and feedback. This process allows our team to anticipate future conditions and to act early to prevent problems thus ensuring that services can commence and terminate on time and at a high level of quality and safety.

Conduct of Personnel

To ensure that all individual perform in a responsive and high quality manner certain business “rules of conduct” must be applied. Noor Associates has plans (e.g., Code of Conduct, Business Ethics) that their employees must adhere to and we provide employee training on appropriate behavior to further reinforce the positive and professional conduct of our employees. If required, we will

implement as a part of project personnel orientation training, site specific Employee Behavior briefings that address the following areas:

- Ethics
- Customer relations
- Dress/Appearance
- Courtesy
- Alcohol and drug use
- Sexual Harassment
- Prevention of waste fraud and abuse
- Smoking
- Personnel removal

In the unlikely event of WVDHHR dissatisfaction, attrition or a candidate not being available for any other reason, we have firm contingency plans in place for each contested position. Typically after our rigorous screening process, we select three candidates per position. In case one of the selected candidates does not perform in accordance with expectations, leaves or is not available for some reason, we normally have at least two other candidates with similar level of skills (as the selected candidates) whom we can expeditiously present to the client agencies. This substantially mitigates the client's risk.

Conclusion

Noor fully appreciates the complexity of conducting temporary, temp-to-perm, and permanent recruitment for a wide variety of positions in finance, human resources, healthcare, public works, human services, information systems, and much more. As a retained recruiting firm, we focus on professionalism, communication, accountability, ownership, accuracy, confidentiality, loyalty to the client and candidate, and equal opportunity. We believe we are uniquely suited to design and deliver a recruitment and staffing strategy that will work well with WVDHHR's specific needs and goals.

The Noor healthcare staffing division, GHG, specializes in providing science, healthcare, engineering and IT professionals, and has placed laboratory assistants, data center facility managers, research assistants, chemical scientists, radiology physicists, dentists, dental staff (hygienists, assistants, and technicians), physicians, registered nurses, licensed practical nurses, certified nursing assistants, physical therapists, occupational therapists, speech language pathologists, pharmacists, pharmacy techs, radiology techs, ultrasound techs, physicians, and other personnel (on both temporary and direct hire basis) with numerous public sector clients.

Noor Associates considers this a great opportunity with WVDHHR and will commit the necessary corporate resources to ensure that we meet all program requirements and goals. We commit to perform this contract with the highest degree of technical excellence and management integrity and we look forward to adding WVDHHR to our esteemed client base.

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

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

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

Submit Questions to: April Battle, Buyer 22

2019 Washington Street, East

Charleston, WV 25305

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

Email: april.e.battle@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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

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

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

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

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

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

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

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

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

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

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

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

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

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on _____ award _____ and extends for a period of one (1) _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to three (3) _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

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

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

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

Other: See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bachelor's Degree or

Associate's Degree or

High School Diploma

Clinical Laboratory Technicians and Technologist Licensure and Certification

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

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

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: _____

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

\$1,000,000.00

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

Cyber Liability Insurance in an amount of: _____

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

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

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

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

10. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

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

N/A

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

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

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

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

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

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

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

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

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

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

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

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

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

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

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

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

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

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



(Name, Title)

Narendra Ghuge, Sales Manger

(Printed Name and Title)

295 Madison Avenue, Floor 15, New York, NY 10017

(Address)

717-724-7865 / 212-812-3389

(Phone Number) / (Fax Number)

nghuge@noorgov.us

(email address)

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

Noor Associates, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

Narendra Ghuge, Sales Manager

(Printed Name and Title of Authorized Representative)

2/19/2017

(Date)

717-724-7865 / 212-812-3389

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0506 WEH1700000010

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

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

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

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

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

Noor Associates, Inc.

Company



Authorized Signature

2/19/2017

Date

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

SOLICITATION NUMBER: CRFQ WEH1700000010

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ WEH1700000010 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. This addendum is for the attachment of vendor questions and responses.

No other changes.

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ WEH1700000010

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Noor Associates, Inc.

Company



Authorized Signature

2/19/2017

Date

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

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

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

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

2. Vendor Preference certificate – Subdivision 7 It says “Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.” We are a certified Minority & Women owned business certified from NMSDC, CPUC and State of VA. Do we qualify for this preference? If No do we still need to submit this form if we do not qualify for the preference?

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

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

3.1 Yes.

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

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Section 13 states

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

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

A.5 No.

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

**A. 6 Information is provided on Attachment A Pricing Page and within the Specifications Section 5.1 Contract Award:
Attachment A Pricing Page states,
“Evaluation and Award Criteria: This is a progressive award contract and the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor “A”, second lowest will be Vendor “B” and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs.”**

Section 5.1 Contract Award states,

‘The Contract will be a progressive award with multiple vendors. A progressive award will be made as low bid will be vendor “A”, the next lowest vendor will be vendor “B” until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor “A”, second lowest will be Vendor “B” and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the

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

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

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

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

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

9. Is a vendor currently providing these services?

A.9 Yes, we currently have three vendors

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

A. 10 Vendor A SAUNDERS STAFFING INC.

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

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

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

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

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

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

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

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

A.10 Vendor B VTECH SOLUTIONS INC.

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

A.10 Vendor C WORLDWIDE TRAVEL STAFFING LTD

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

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

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

12. Can you confirm the number of staff required?

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

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

SPECIFICATIONS

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

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

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

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

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

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

2.4 “MT” means Medical Technologist

2.5 “MLT” Medical Laboratory Technician

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

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

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

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

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

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

4. MANDATORY REQUIREMENTS:

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

4.1.1 Medical Laboratory Technician(s) Services Medical Technologist

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

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

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

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

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

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

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

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

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

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

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

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

4.1.2 Services Medical Technologist(s) Services

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

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

REQUEST FOR QUOTATION
CRFQ 0506 WEH1700000010
Temporary Staffing of Laboratory Technicians

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

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

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

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

4.2 Vendor Responsibilities:

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

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

4.2.3 Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.

4.2.4 Successful vendor shall provide the Facility with information on each MT or MLT according to the state and federal standards, including applications. These must be sent to the facility along with the listing of possible candidates to interview.

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

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

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4.2.5.1 Has completed the required training and education.

4.2.5.2 Possess a current valid CLIA certification.

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

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

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

4.3 Duties and Responsibilities of the Facility

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

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

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

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

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agencies with a purchase price for the Contracted Services. The Contract will be a progressive award with multiple vendors. A progressive award will be made as low bid will be vendor "A", the next lowest vendor will be vendor "B" until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility will allow 48 hours for vendor to determine if they will be able to meet our needs.

5.2 Pricing Pages: Vendor should complete the Pricing Page by providing the unit cost per hour; multiplying the unit cost per hour by the estimated number of hours to get the total cost for the number of estimated hours; and vendor should insert pricing for an amount for a one time per permanent placement fee for all of the following positions, this amount must be a set dollar amount, bids with a percentage amount will result in disqualification of vendor's bid: MT, MLT; Vendor should complete the Pricing Page in its entirety as failure to complete the Pricing Page in its entirety may result in the Vendor's bid being disqualified.

The Pricing Pages contain a list of Desired Services and estimated purchase volume. The estimated purchase volume for each service represents the approximate volume of anticipated services.

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

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

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- 7. PAYMENT:** Agency shall pay hourly rate as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. HOLIDAYS:** Generally, the following official holidays are observed:

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

- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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

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

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

11. VENDOR DEFAULT:

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

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

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

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

11.1.4. Failure to remedy deficient performance upon request.

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

11.2.1. Immediate cancellation of the Contract.

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

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

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

Contract Manager: Narendra Ghuge

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Telephone Number: 717-724-7865

Fax Number: 212-812-3389

Email Address: nghuge@noorgov.us

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Noor Associates, Inc.

Authorized Signature: [Signature] Date: 2/17/17

State of New York

County of Rockland, to-wit:

Taken, subscribed, and sworn to before me this 17 day of February, 2017.

My Commission expires May 18, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

DONNA LIGHTFOOT COOPER
Notary Public, State of New York
No. 01CO6324973
Qualified in Rockland County
Commission Expires May 18, 2019
Purchasing Affidavit (Revised 08/01/2015)