



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 9

[List View](#)

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 650981

Procurement Type: Central Master Agreement

Vendor ID: 000000206538

Legal Name: SAUNDERS STAFFING INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 11/22/2019

Response Time: 11:45

SO Doc Code: CRFQ

SO Dept: 0618

SO Doc ID: BVH200000007

Published Date: 11/8/19

Close Date: 11/22/19

Close Time: 13:30

Status: Closed

Solicitation Description: Temporary LPN Weekend w ork

Total of Header Attachments: 9

Total of All Attachments: 9



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

**State of West Virginia
 Solicitation Response**

Proc Folder : 650981
Solicitation Description : Temporary LPN Weekend work
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-11-22 13:30:00	SR 0618 ESR11221900000003248	1

VENDOR
000000206538 SAUNDERS STAFFING INC

Solicitation Number: CRFQ 0618 BVH2000000007

Total Bid : \$0.00 **Response Date:** 2019-11-22 **Response Time:** 11:45:19

Comments:

FOR INFORMATION CONTACT THE BUYER
 Stephanie L Gale
 (304) 558-8801
 stephanie.l.gale@wv.gov

Signature on File	FEIN #	DATE
--------------------------	---------------	-------------

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Temporary LPN Weekend	0.00000	HOUR	\$30.820000	\$0.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :	See Pricing page attached
-------------------------------	---------------------------

Comments: This rate is for day shift on the weekend only. Other shifts have other rates.

PRICING PAGE

BVH410 TEMPORARY NURSE STAFFING SERVICES				
Item #	Description	Estimated Annual Usage Hours	Rate Per Hour	Extended Price
	LICENSE PRACTICAL NURSE SHIFTS			
1	6:45am - 3 pm Weeends Saturday & Sunday	416	30.82	12821.12
2	2:45pm - 11 pm Weekends Saturday & Sunday	416	31.16	12962.56
3	Midnight - 7am Weekends Saturday & Sunday	364	31.49	11462.36
4	11 pm - Midnight Weekends Saturday & Sunday	52	31.83	1655.16
			\$	
	LICENSED PRATICAL NURSE SHIFTS			
	<i>Our weekends begin at Midnight Friday night and ends on Midnight Su</i>		\$	\$
			\$	\$
			\$	\$
			\$	\$
	Failure to use this form may result in disqualification		Total	38901.2
	<p><u>Bidder / Vendor Information:</u> Saunders Staffing, Inc. 400 North Street Bluefield, WV 24701 304-325-3273 saunders Staffing, Inc. saundersem@saundersstaffing.net</p>			
	<p><u>Contract Coordinator Information:</u> Connie Saunders 400 North Street, Bluefield, WV 24701</p>			
				3043444733
	<p>saundersem@saundersstaffing.net</p>			
	<p>This form is for bidding evaluation purposes only. Usage hours are only an estimation.</p>			
	<p>*Holiday Shifts include only: Christmas, Thanksgiving and New Year's only - the shift starts at 11:00pm the night before and ends the next day at 11:00pm</p>			

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Saunders Stepping, Inc

Authorized Signature: Connie Saunders Date: 11/22/19

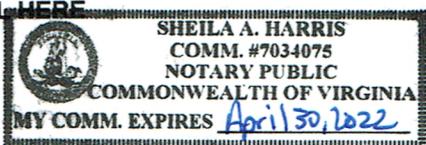
State of Virginia

County of Tazewell, to-wit:

Taken, subscribed, and sworn to before me this 22 day of November, 2019

My Commission expires April 30, 2022

AFFIX SEAL HERE



NOTARY PUBLIC Sheila A. Harris

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one 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: **November 15, 2019 @ 8:00am**

Submit Questions to: **Stephanie Gale**

2019 Washington Street, East

Charleston, WV 25305

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

Email: **Stephanie.L.Gale@wv.gov**

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

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

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

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

SEALED BID:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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: **November 22, 2019 @ 1:30pm**

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

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

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

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

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

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

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

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

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

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

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

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

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

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

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

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
-
-
-
-

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

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

10. [Reserved]

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

_____ for _____

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 06/05/2019

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

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

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

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

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

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

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

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

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.

Connie Saunders, President

(Name, Title)

Connie Saunders, President

(Printed Name and Title)

400 North Street, Bluefield, WV 24701

(Address)

304-325-3273

(Phone Number) / (Fax Number)

saunderssem@saundersstaffing.net

(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.

Saunders Staffing, Inc.

(Company)

Connie Saunders, President

(Authorized Signature) (Representative Name, Title)

Connie Saunders, President

(Printed Name and Title of Authorized Representative)

11/21/2019

(Date)

304-325-3273 304-325-6817

(Phone Number) (Fax Number)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WV Veterans Home to establish an open-end contract for Licensed Practical Nurse(s) to comply with staffing needs for the weekend hours of the State owned and operated facility.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** means stainless steel table as more fully described by these specifications.
 - 2.2 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.3 **“LPN”** means Licensed Practical Nurse
 - 2.4 **“Agency”** means West Virginia Veterans Home
 - 2.5 **“Staffing Agency”** means the awarded vendor

3. **QUALIFICATIONS:** Vendor must provide the following documentation prior to beginning employment. No Staff will be allowed to begin employment until this documentation is provided and verified by the WV Veterans Home
 - 3.1 LPNs must hold a valid WV Licensed Practical Nurse License
 - 3.2 Must have a current Cardiopulmonary Resuscitation (CPR) Card

- 4 **GENERAL REQUIREMENTS: Contract Items and Mandatory Requirements:**

Vendor shall provide Agency with the Contract Items listed below on an open-end basis. Contract items must meet or exceed the mandatory requirements as shown below.

 - 4.1 **Licensed Practical Nurse(s) Services**
 - 4.1.1 LPN(s) must be licensed and in good standing with the West Virginia Board of Nursing

**REQUEST FOR QUOTATION
Direct Care Staffing Services**

- 4.6.2** The Vendor's employee possess a valid certification and/or professional license with the State of West Virginia for the position the employee is being submitted.
- 4.6.3** Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series. Upon request, vendor must provide copies of immunization results.
- 4.7** Vendor will agree to provide required number of staff needed for a shift and/or assignment for at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency's employee calls off, that staffing agency must fill the shift.
- 4.8** All employees must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandation. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.9** WV Veterans Home will pay the Agency for lunch breaks.
- 4.10** All staffing agency's employees must attend mandatory meetings and in-services. If staff miss more than (2) meetings per quarter, they will be asked not to return.
- 4.11** All employee paperwork must be sent to and approved by facility prior to an employee beginning orientation.

5 CONTRACT AWARD:

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

5.2 AWARD CRITERIA: The Owner shall award this contract to the lowest priced, qualified vendor.

6 PAYMENT:

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

7 DELIVERY AND RETURN:

All quotations are considered freight on board destination ("B.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by the Solicitation may result in bid disqualification.

8 VENDOR DEFAULT:

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

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

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

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

8.1.4 Failure to remedy deficient performance upon request.

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

8.2.1 Immediate cancellation of the Contract.

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

8.2.3 Any other remedies available in law or equity.

PRICING PAGE

BVH410 TEMPORARY NURSE STAFFING SERVICES				
Item #	Description	Estimated Annual Usage Hours	Rate Per Hour	Extended Price
	LICENSE PRACTICAL NURSE SHIFTS			
1	6:45am - 3 pm Weeends Saturday & Sunday	416	\$ 31.28	\$ 13012.48
2	2:45pm - 11 pm Weekends Saturday & Sunday	416	\$ 31.78	\$ 13220.48
3	Midnight - 7am Weekends Saturday & Sunday	364	\$ 32.28	\$ 11749.92
4	11 pm - Midnight Weekends Saturday & Sunday	52	\$ 34.00	\$ 1768.00
			\$	\$
	LICENSED PRATICAL NURSE SHIFTS			
	<i>Our weekends begin at Midnight Friday night and ends on Midnight Su</i>		\$	\$
			\$	\$
			\$	\$
			\$	\$
Failure to use this form may result in disqualification			Total	\$ 39750.88
<u>Bidder / Vendor Information:</u>				
Name:		Connie Saunders , Saunders Staffing, Inc.		
Address:		400 North Street, Bluefield, WV 24701		
Phone# :		304-325-3273		
Email Address:		saundersem@saundersstaffing.net		
<u>Contract Coordinator Information:</u>				
Name:		Connie Saunders		
Address:		400 North Street, Bluefield, WV 24701		
Phone# :		304-325-3273		
Email Address:		saundersem@saundersstaffing.net		
This form is for bidding evaluation purposes only. Usage hours are only an estimation.				
*Holiday Shifts include only: Christmas, Thanksgiving and New Year's only - the shift starts at 11:00pm the night before and ends the next day at 11:00pm				

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
PROCUREMENT AND RISK MANAGEMENT
6900 ATMORE DRIVE
RICHMOND, VIRGINIA 23225**

INVITATION FOR BIDS

Solicitation Number: DOC-19-003

Issue Date: June 14, 2018

Title: Temporary Medical Services

Commodity Code: 94848, Health Care Services
94864, Nursing Services
94874, Professional Medical Services
96269, Temporary Personnel Services

Issuing Agency: Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management, Room 2150
6900 Atmore Drive
Richmond, Virginia 23225

Using Agency: Department of Corrections Facilities Statewide

The purpose of this Invitation for Bids (IFB) is to solicit competitive sealed bids to establish contracts with multiple contractors for temporary medical services at Department of Corrections (DOC) facilities statewide. Any contract(s) resulting from this solicitation will not guarantee business to any contractor but will provide a method to obtain services on an as needed basis.

This solicitation is an Invitation for Bids (IFB) and not a Request for Proposals (RFP). Do not submit a proposal, curriculum vitae, resume or any other narrative in response to this IFB. Bidders must complete and submit Attachment A, Bid Form and Attachment A-1, Bidder's Price Schedule. Bidders who do not complete Attachment A, Bid Form and Attachment A-1, Bidder's Price Schedule are non-responsive and will not be considered for an award.

The contract period will be from the date of award through one year and may be renewable in accordance with Section V, paragraph E.

Sealed bids will be received until **3:00 p.m. EDST on July 10, 2018** for furnishing the services described herein and then will be opened in public.

All bids received after the appointed date and hour for receipt, whether by mail or otherwise, will not be considered for an award and will be date and time stamped, marked "late" and

retained unopened in the procurement file. The time of receipt shall be determined by the time received in the Issuing Agency's Purchasing Office. Bidders have the sole responsibility for assuring that bids are received in the Purchasing Office by the designated date and time.

If bids are mailed, hand delivered, or delivered by express mail, they must be delivered to the Issuing Agency's Purchasing Office at the address shown above. **Hand delivered bids must be delivered in ample time to allow for security check-in at the front desk and delivery to the Purchasing Office prior to the closing time for the solicitation.** Faxed, electronic, or oral bids will not be accepted.

All inquiries should be directed to Karen Cook karen.cook@vadoc.virginia.gov by close of business on June 20, 2018.

The attached Bid Form shall be used for submitting bids. The Bid Form must be completed and the certification located at the bottom of the form completed and signed by an official that has the authority to commit the Firm.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

*Karen J. Cook, C.P.M., VCO
Senior Procurement Specialist*

TABLE OF CONTENTS

I.	BACKGROUND	4
II.	STATEMENT OF NEEDS	5
III.	GENERAL TERMS AND CONDITIONS	8
IV.	SPECIAL TERMS AND CONDITIONS	18
V.	METHOD OF PAYMENT	26
VI.	ATTACHMENTS	27

I. BACKGROUND

DOC staff and individual Contractors deliver health care services at the DOC facilities listed below. At facilities not listed, the DOC provides health care through contracts with Armor Correctional Health Services and Mediko, PC. See Attachment H, Map of DOC Facilities, also available on the DOC's website.

<https://vadoc.virginia.gov/images/Facility%20and%20Community%20Map.pdf>.

Western Region

- Bland Correctional Center
- Cold Springs Correctional Unit
- Green Rock Correctional Center
- Keen Mountain Correctional Center
- Marion Correctional Treatment Center
- Patrick Henry Correctional Unit
- Pocahontas Correctional Center
- Red Onion State Prison
- River North Correctional Center
- Wallens Ridge State Prison
- Wise Correctional Unit
- Appalachian Men's Detention & Diversion Center
- Harrisonburg Men's Detention & Diversion Center
- Cold Springs Men's Detention & Diversion Center

Central Region

- Baskerville Correctional Center
- Buckingham Correctional Center
- Central Virginia Correctional Center for Women
- Deep Meadow Correctional Center
- Dillwyn Correctional Center
- Fluvanna Correctional Center for Women
- Halifax Correctional Center
- James River Work Center
- Nottoway Correctional Center
- Nottoway Work Center
- Rustburg Correctional Unit
- Virginia Correctional Center for Women
- Chesterfield Women's Detention & Diversion Center
- Stafford Men's Detention & Diversion Center

Eastern Region

- Caroline Correctional Unit
- Haynesville Correctional Center
- Haynesville Correctional Unit

II. STATEMENT OF NEEDS

A. The Contractor shall provide licensed staff to deliver medical care and services to DOC offenders on an as needed basis at one or more DOC facilities. Roles include but are not limited to nurses, physicians, psychiatrists, mid-level practitioners, optometrists and dentists. These and other roles are listed below and in Attachment A-1, Bidder’s Price Schedule. The Department of Human Resource Management’s (DHRM’s) website provides description of the roles listed below.

<http://www.dhrm.virginia.gov/agencyhumanresourceservices/joborganizationstructure/careergroups>

The DOC may add or remove facilities and roles as needed.

Role
Licensed Practical Nurse
Registered Nurse I
Registered Nurse II
Registered Nurse III
Registered Nurse Manager I
Registered Nurse Manager II
Nurse Practitioner I (includes psych NP)
Nurse Practitioner II (includes psych NP)
Physician Assistant (includes psych PA)
Physician I
Physician II (includes Psychiatrist, other specialists)
Physician Manager I
Physician Manager II
Dentist I
Dentist II (includes Oral Surgeon)
Dental Manager
Optometrist
Counselor I
Counselor II
Counselor Manager

Direct Service Associate I (includes Dental Assistant)
Direct Service Associate II includes Certified Nursing Assistant (CNA)
Direct Service Associate III
Health Care Compliance Specialist I
Health Care Compliance Specialist II
Health Care Compliance Manager
Health Care Technician
Health Care Technologist I
Health Care Technologist II (includes Dental Hygienist)
Health Care Technologist III
Health Care Manager
Laboratory and Research Aide
Laboratory and Research Technician
Laboratory and Research Specialist I
Laboratory and Research Specialist II
Laboratory and Research Manager
Psychologist I / Psychology Associate I
Psychologist II / Psychology Associate II
Psychologist III / Psychology Associate III
Psychology Manager
Therapist I / Therapist Assistant
Therapist II
Therapist III
Therapy Manager I
Therapy Manager II
Pharmacist I
Pharmacist II
Pharmacy Manager

Health care staff shall comply with and provide services in accordance with American Correctional Association (ACA) standards, security regulations as they apply to the correctional centers, the DOC's Directives and Operating Procedures (DOPs) for Health Services and Mental Health Services, and all federal, state and local laws, regulations and court orders.

Prior to the assignment of a provider to a facility, the Contractor shall ensure that a DOC background investigation has been completed. The Contractor shall provide requested documentation to the DOC's Health Services Director or designee for evaluation to ensure staff meet the minimum knowledge, skills, abilities and qualifications required by the DOC's Office of Health Services. Any of the following documents may apply:

- Resume
- Doctor of medicine or advanced practice degree from an accredited university
- Copy of graduate medical training (residency/fellowship) or any certifications held
- Current and valid license to practice medicine, dentistry or optometry in the Commonwealth of Virginia
- Current and valid Board certification
- Current and valid DEA certificate
- Current and valid national provider identifier (NPI)
- Verification of any hospital privileges
- Current CPR certification
- Proof of current PPD test

The Health Services Director or designee will conduct interview(s), reference checks and any other means of evaluation. The DOC may approve or disapprove any initial and/or continued staff assignments.

The Health Services Director or designee will be the Contract Administrator and will be authorized to request services under any resulting contract. Upon receipt of a request for services, the Contractor should confirm within three (3) business days the availability of a candidate to fill the position, and provide within three (3) additional business days any documents required for evaluation. In the event the Contractor is unable to fill the request, the Contract Administrator may cancel the request and contact another Contractor. The Contract Administrator may simultaneously give multiple Contractors an opportunity to fill a request on a first come first serve basis. In the event all Contractors are unable to fill a request, the Contract Administrator may fill the requirement by soliciting from other qualified sources.

In the event of an emergency requirement as determined by the Contract Administrator, the Contractor shall make every commercially reasonable attempt to respond to the request in the Contract Administrator's established time frame.

The DOC may convert a temporary Contract practitioner to permanent DOC employment after the current term of a Contract for an agreed upon flat fee. If before the end of the current term a temporary Contract practitioner has worked at a DOC facility for more than 850 hours in any capacity, the DOC may convert the temporary Contract practitioner to permanent DOC employment for the same fee.

B. REPORTING

The Contractor shall meet the following reporting requirements. All forms must be approved by the DOC's Contract Administrator prior to implementation.

1. The workweek shall be from Sunday through Saturday. The Contractor shall verify work hours at the time order is placed. Working hours and holidays will vary based upon the DOC facility and the position in which the temporary employee is placed. There may be requirements for evening, weekend, and overtime work. Weekend work will be defined as Saturday and Sunday. Overtime will be defined as hours worked in excess of 40 hours per week. Overtime must be approved by the DOC supervisor of the temporary employee. Lunch period will be 30 minutes and will be determined by the Contract User or supervisor of the temporary employee. Each temporary employee working 6 hours or more is required to take a 30-minute lunch break. Each temporary employee will receive one 15-minute break in the morning and one 15-minute break in the afternoon, exact time of the break will be agreed to by the temporary employee and the DOC supervisor. No payments will be made for lunch periods or breaks. If a temporary employee works on a holiday, regular pay applies to all hours under 40, and for hours over 40, time and one-half applies. Please go to [http://www.dhrm.virginia.gov /Pay](http://www.dhrm.virginia.gov/Pay) and Holiday Calendar for Holidays and Dates. The temporary employee will report to work on time and sign in and out on the facility's visitors log or the medical unit's sign-in log as determined by each Health Authority. The temporary employee will ensure that the Contractor's time sheet is approved and signed by the facility's supervisor or designee at the end of each shift. When the time sheet is not signed by a DOC employee, the area supervisor will consult the sign-in log to confirm the temporary employee's arrival and departure time.
2. Submit other reports as requested by the DOC at no cost to the DOC.

III. GENERAL TERMS AND CONDITIONS

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible

on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.

- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any

order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery,

whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that

remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF BIDDERS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the

Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
5. Professional Liability - \$2,150,000 per occurrence, \$4,250,000 aggregate Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.

R. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best

interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

1. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - a. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

X. **AUTHORIZATION to CONDUCT BUSINESS in the COMMONWEALTH:**
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IV. SPECIAL TERMS AND CONDITIONS

A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards on a line item basis as a result of this solicitation. The awards will be made to responsive and responsible bidders meeting the requirements of the solicitation whose bids are not more than 100% in excess of the lowest responsive and responsible bid submitted for each line item. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- D. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one or more purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- E. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew will be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Medical Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Medical Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- F. BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 120 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- G. BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.

H. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be all-inclusive; extra charges will not be allowed.

I. **INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

J. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

1. **Submission of Small Business Subcontracting Plan:** It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

2. **Evidence of Compliance with Small Business Subcontracting Plan:** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination

for default.

3. Prime Contractor Subcontractor Reporting:

- a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a _____ (insert monthly, quarterly, or other frequency) _____ basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency _____ required.
- b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a _____ (insert monthly, quarterly, or other frequency) _____ basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

K. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

L. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

M. CONFIDENTIALITY of PERSONALLY IDENTIFIABLE INFORMATION
The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance

with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

N. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

O. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder

or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

P. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

Q. BACKGROUND INVESTIGATIONS: As defined in DOC Procedure 101.8, the DOC may require partial or limited background investigations for Contractor staff assigned to this Contract. The Contractor shall be required to pay for all background investigations processed for staff. Investigations are charged at a rate of \$90.00 for a partial background check and \$50.00 for a limited background check. Fees are on a per-investigation basis and will be invoiced by DOC Accounts Receivable. Contractor employees will be required to complete the Authority for Release of Information (Form 101_F13, Attachment D). The Contractor shall allow the DOC Background Investigation Unit access to review the Contractor staff personnel and employment records.

If derogatory information is discovered during the background investigation(s), the DOC may require reassignment of Contractor staff or immediate cancellation of the Contract.

The DOC may, on an ongoing basis, require an updated VCIN report/background review at any time. Information obtained from this investigation may result in Contractor staff's immediate removal from state property.

The Contractor shall notify DOC Contract Administrator within 48 hours of occurrence in the event any Contractor staff assigned to provide services to the DOC is:

- charged with a criminal offense either on or off the job;
- convicted of a criminal offense of any kind; or
- in receipt of an administrative suspension, censure or failure to renew any license, certification or professional membership that is required under the terms of this contract.

Contract award may be contingent upon the Contractor and/or Contractor staff receiving a favorable report.

Note: In the event of any staff turnover or staff reassignments, the Contractor shall notify the DOC and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The DOC Warden, Superintendent or Chief may remove any Contractor employee that the Warden, Superintendent or Chief feels threatens the health or safety of staff/inmates/offenders, security of the facility or quality of the service provided by the Contractor.

Due to the confidential information that is required, do not submit the Authority for Release of Information unless requested by the DOC.

- R. CONFIDENTIAL INFORMATION:** The Contractor acknowledges that in the performance of this contract, confidential and proprietary offender information will be made available to the Contractor. The Contractor agrees to maintain the confidentiality of the offender information. The Contractor will not disclose any offender information to any third party without prior written authorization from the DOC. These obligations will apply to verbal information as well as specific portions of information that are disclosed in writing or other tangible form.
- S. CONFIDENTIALITY OF HEALTH RECORDS:** By signature on this contract, the Provider agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this contract (agreement) shall:
1. Not use or further disclose health records other than as permitted or required by the terms of this contract or as required by law;
 2. Use appropriate safeguards to prevent use or disclosure of health records other than as permitted by this contract;
 3. Report to the Department of Corrections any use or disclosure of health records not provided for by this Contract;
 4. Mitigate, to the extent practicable, any harmful effect that is known to the Provider of a use or disclosure of health records by the Provider in violation of the requirements of this contract;

5. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
6. Provide access to health records contained in its records to the Department of Corrections, in the time and manner designated by the Department of Corrections, or at the request of the Department of Corrections, to an individual in order to afford access as required by law;
7. Make available health records in its records to the Department of Corrections for amendment and incorporate any amendments to health records in its records at the Department of Corrections request;
8. Document and provide to the Department of Corrections information relating to disclosures of health records as required for the Department of Corrections to respond to a request by an individual for an accounting of disclosures of health records.

T. CRIMINAL RECORDS AND DRIVERS LICENSE CHECKS: The DOC shall require annual driver's license checks for any Contractor staff that is allowed to drive a state vehicle to support the requirements of this contract. Any Contractor staff allowed to drive a state vehicle shall be required to report to the DOC Contract Administrator if:

- They are charged with a moving traffic violation that occurs on or off the job
- They are convicted of a moving traffic violation of any kind.

Notification to the DOC Contract Administrator shall be within 48 hours of the charge and/or conviction.

Contractor staff that are allowed to drive state vehicles shall sign a statement granting approval for the DOC to process the annual driver's license check (see Attachment E)

U. DRUG FREE WORKPLACE: The Contractor's employees assigned to this contract will be subject to a pre-employment drug screening processed by the Contractor. All contract personnel shall be subject to a post accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Contractor's employees assigned to this contract, who work in correctional facilities, detention centers, diversion centers, probation and parole offices, and central or regional offices or with offenders, will be subject to random urinalysis testing. All required drug testing shall be paid for by the Contractor.

V. FRATERNIZATION PROHIBITION: The Contractor's staff assigned to provide services to the Department of Corrections shall not interact with offenders in an unprofessional manner. Examples of unprofessional behavior include, but are

not limited to, non-work-related visits between the offender and Contractor staff and engaging in romantic or sexual relationships with offenders.

W. HIRING PRACTICES: In the event a Contractor proposes to employ ex-offenders, the DOC may determine that it is not in the best interest to allow some ex-offenders to provide service. Some of the factors that the DOC may consider are: where the ex-offender served time, the nature of the crime and the length of time since sentence obligation was completed.

X. PRISON RAPE ELIMINATION ACT (PREA): Contractors and Contractors' staff, who are providing services to the Virginia Department of Corrections, and who have any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA) <http://www.vadoc.virginia.gov/procure/>. Contractors and Contractors' staff must receive training (at the Agency location where services are to be performed) on their responsibilities, under PREA including the Agency's sexual abuse and sexual harassment prevention, detection and response policies and procedures (including reporting). Contractors and Contractors' staff agree to abide by the Agency's zero-tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.

V. METHOD OF PAYMENT

The Contractor will be paid upon completion of services provided and acceptance by the Department. The Contractor shall submit a valid invoice to the Department by the tenth of the month following the month of service. The Department will make payment in accordance with the Prompt Payment Act of Virginia.

VI. ATTACHMENTS

ATTACHMENT A: BID FORM

Failure to complete and provide this Bid Form may result in rejection of your bid.

1. **VENDOR'S PRIMARY CONTACT FOR THIS SOLICITATION:**

Name: _____ Phone: _____

Email: _____

2. **VENDOR INFORMATION:**

Company Name: _____

Phone Number: _____

Fax Number: _____

Address: _____

Eva Vendor ID or DUNS Number: _____

Years in Business: Indicate the length of time the Company has been in business providing this type of good or service: _____ Years _____ Months

3. **CURRENT OR RECENT ACCOUNTS:**

Indicate below a minimum of three (3) current or recent accounts, either governmental or commercial for which your company has provided goods and/or services similar in nature to the Scope of Work/Description of Items (Specifications) in the Invitation for Bids. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: _____ Fax: _____

Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: _____ Fax: _____

Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: _____ Fax: _____

Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: _____ Fax: _____

Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

4. **PRICE SCHEDULE:**

On Attachment A-1, Bidder's Price Schedule, submit the Bidder's maximum not-to-exceed hourly rates, night/weekend shift differential, and crisis rate markup to provide the services listed. Space is provided for services via telemedicine where applicable. The Bidder may submit an hourly rate for any or all of the services that the Bidder can provide. The Bidder's hourly rate shall be all-inclusive. No additional charges for travel time or expenses will be paid. Services provided in less than full hour increments will be invoiced and paid in one-tenth of an hour increments. The DOC will pay time and a half of the base rate on holidays and when overtime hours (over 40 hours within a one-week pay period) are worked. If a nurse works 30 hours at one facility and then 20 hours at a second facility, the second facility is responsible for payment of 10 hours at the regular rate and 10 hours at the overtime rate. The Department of Human Resource Management's website provides a description of each role. [http://www.dhrm.virginia.gov/agencyhumanresourceservices/joborganizationstructure/career groups](http://www.dhrm.virginia.gov/agencyhumanresourceservices/joborganizationstructure/careergroups).

Services provided in less than full hour increments will be invoiced and paid in one-tenth of an hour increments. The DOC will pay time and a half when overtime hours (over 40 hours within a one-week pay period) are worked. If a nurse works 30 hours at one facility and then 20 hours at a second facility, the second facility is responsible for payment of 10 hours at the regular rate and 10 hours at the overtime rate.

The use of a crisis rate is at the discretion of and with the prior written approval of the DOC's Health Services Director.

5. **ADDENDUM ACKNOWLEDGMENT:** I/we acknowledge receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

6. **SMALL PURCHASE CHARGE CARD PROGRAM:** Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract.

Yes No

In compliance with this Invitation for Bids (IFB) and to all the conditions imposed herein, the undersigned agrees to furnish the services in accordance with this IFB and the signed Bid Form and certifies that all information provided herein is true, correct, and complete.

Signature:
Name (Print):
Title (Print):
Date:

NOTE: Failure to sign the in the space provided above may result in the rejection of your bid.

**ATTACHMENT B: SUPPLIER DIVERSITY & SMALL BUSINESS
SUBCONTRACTING PLAN**

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period. in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Totals \$					

ATTACHMENT C: SAMPLE BID SUBMISSION ENVELOPE LABEL

Bidder's Name
Bidder's Address

Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management, Room 2150
6900 Atmore Drive
Richmond, Virginia 23225

Buyer: Karen Cook
IFB #DOC-19-003
Bids Due 3:00 p.m. July 10, 2018



AUTHORITY FOR RELEASE OF INFORMATION

(NOTE: Prior to making an award, the DOC will contact each bidder who will be required to complete this release form.)

TO WHOM IT MAY CONCERN:

I hereby authorize any investigator or duly accredited representative of the Department of Corrections bearing this release or a copy thereof, to obtain any information from schools, residential management agents, employers, criminal justice agencies, or individuals relating to my activities. The information may include, but is not limited to, academic, residential, achievement, performance, attendance, personal history, disciplinary, and conviction records. I hereby direct the release of such information upon the request of the bearer.

This release also authorizes the National Personnel Records Center, or other custodian of my military service record, to release any information and/or copies of documents from my military service record. I understand that the information released is for official use by the Department of Corrections and may be disclosed to such third parties as necessary in the fulfillment of official responsibilities.

I hereby release any individual, including records custodians, from any and all liability for damages of whatever kind or nature which may at any time result to me on account of compliance, or any attempts to comply with this authorization. Should there be any questions as to the validity of this release, you may contact me as indicated below.

Signature: (Full Name)	_____
Print Full Name:	_____
Other Names Used: <i>(Include All Maiden and Aliases)</i>	_____
Social Security Number:	_____
Date:	_____
Current Address:	_____ _____
Telephone Number:	_____
Date of Birth:	_____
Gender:	<input type="checkbox"/> Male <input type="checkbox"/> Female

**ATTACHMENT E: AUTHORIZATION FOR ON-GOING
LICENSE/BACKGROUND CHECK(S)**

**Department of Corrections
Authorization for On-going License/Background Check (s)**

***Contract/Memorandum of Agreement #* DOC-19-003**

I authorize the Department of Corrections to perform an annual driver's license check. Loss or suspension of driver's license may result in the DOC disallowing a specific Contractor staff member and/or all Contractor staff the ability to drive state vehicles. My signature below indicates that this authorization will be in effect for the length of my assignment to provide services to the DOC under the terms of this contract.

My signature below indicates my authorization for the Department of Corrections to perform an updated VCIN report/background check as part of the overall consideration process for promotion or assignment. Information obtained from this background check may result in my removal from state property.

Signature

Printed Name

Date

ATTACHMENT F: SECURITY RULES AND REGULATIONS

The Contractor shall be responsible for ensuring that all personnel connected with the work shall comply with any and all rules and regulations of the Agency/Facility. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel will be subject to security checks, inventorying and other associated delays thereof.

1. Anyone bringing inmate(s) items such as, but not limited to, weapons, tools, food, drinks, clothing, cigarettes, matches, correspondence, printed or electronic media or assisting inmates to escape is a violation of State Law and will result in prosecution to its fullest.
2. No weapons, alcohol, or drugs of any type will be allowed on State Property. All medication, prescription or nonprescription is prohibited on State property unless written permission is granted by the Warden/Superintendent or Designee.
3. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation and/or unattended. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be securely chained and locked at all times.
4. No tools will be left unattended; when not in use, all tools and ladders will be securely locked.
5. All tools, especially any type of cutting tools, if left unattended, will be confiscated and the Contracting Supervisor shall report to the Institutional Manager or the Captain before any items(s) will be returned.
6. All security regulations shall be observed at all times. These regulations will be made known to the Contractor and his representatives by the Institutional Manager or his designee, at the point of entrance to the Institution or submitted with the contract or purchase order.
7. All persons entering the prison complex are subject to being searched.
8. There shall be limited movement to and from the work area by the Contractors and their representatives.
9. An Institutional employee will be designated as a liaison between the Contractor and Institution.
10. All Contractors' employees will have a valid identification with photograph, acceptable to the Institution, at all times. A valid DMV driver's license is acceptable. No person(s) will be permitted to enter the Institution without such valid identification.
11. Smoking and the use of smokeless tobacco products are prohibited on any property owned and operated by the VADOC.
12. Contractor's employees shall not wear revealing clothing. Contractor's employees may wear casual dress (*no jeans*) that is appropriate and reasonable.
13. Pagers and cell phones will not be permitted inside the institution unless approved by the Warden or Major.
14. The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise impaired.

ATTACHMENT G: STATE CORPORATION COMMISSION

Virginia State Corporation Commission (SCC) registration information

The Bidder: _____

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

The following Attachments are provided in separate documents:

ATTACHMENT A-1: Bidder's Price Schedule

ATTACHMENT H: Map of DOC Facilities

PRICING PAGE

BVH410 TEMPORARY NURSE STAFFING SERVICES

Item #	Description	Estimated Annual Usage Hours	Rate Per Hour	Extended Price
	LICENSE PRACTICAL NURSE SHIFTS			
1	6:45am - 3 pm Weeends Saturday & Sunday	416	\$ 30.82	\$ 12,821.12
2	2:45pm - 11 pm Weekends Saturday & Sunday	416	\$ 31.16	\$ 12,962.56
3	Midnight - 7am Weekends Saturday & Sunday	364	\$ 31.49	\$ 11,462.36
4	11 pm - Midnight Weekends Saturday & Sunday	52	\$ 31.83	\$ 1,655.16
			\$	\$
	LICENSED PRATICAL NURSE SHIFTS			
	<i>Our weekends begin at Midnight Friday night and ends on Midnight Su</i>		\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			Total	\$ 38,902.00

Failure to use this form may result in disqualification

Bidder / Vendor Information:

Name:

Saunders Staffing Inc

Address:

400 N St / 1116 Smith St
Bldg at Charleston WV

Phone# :

304-344-4733

Email Address:

saunderssem@saundersstaffing.net

Contract Coordinator Information:

Name:

Corinne Saunders / Susan Dickens

Address:

1116 Smith St
Charleston WV 25301

Phone# :

304-3253273 / 304-344-4733

Email Address:

saunderssem susandickens@

This form is for bidding evaluation purposes only. Usage hours are only an estimation.

***Holiday Shifts include only: Christmas, Thanksgiving and New Year's only - the shift starts at 11:00pm the night before and ends the next day at 11:00pm**

Saundersstaffing.net saundersstaffing.net

PRICING PAGE

BVH410 TEMPORARY NURSE STAFFING SERVICES				
Item #	Description	Estimated Annual Usage Hours	Rate Per Hour	Extended Price
	LICENSE PRACTICAL NURSE SHIFTS			
1	6:45am - 3 pm Weeends Saturday & Sunday	416	30.82	12821.12
2	2:45pm - 11 pm Weekends Saturday & Sunday	416	31.16	12962.56
3	Midnight - 7am Weekends Saturday & Sunday	364	31.49	11462.36
4	11 pm - Midnight Weekends Saturday & Sunday	52	31.83	1655.16
			\$	
	LICENSED PRATICAL NURSE SHIFTS			
	<i>Our weekends begin at Midnight Friday night and ends on Midnight Su</i>		\$	\$
			\$	\$
			\$	\$
			\$	\$
	Failure to use this form may result in disqualification		Total	38901.2
	<p><u>Bidder / Vendor Information:</u> Saunders Staffing, Inc. 400 North Street Bluefield, WV 24701 304-325-3273 saunders Staffing, Inc. saundersem@saundersstaffing.net</p>			
	<p><u>Contract Coordinator Information:</u> Connie Saunders 400 North Street, Bluefield, WV 24701</p>			
				3043444733
	<p>saundersem@saundersstaffing.net</p>			
	<p>This form is for bidding evaluation purposes only. Usage hours are only an estimation.</p>			
	<p>*Holiday Shifts include only: Christmas, Thanksgiving and New Year's only - the shift starts at 11:00pm the night before and ends the next day at 11:00pm</p>			

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Saunders Stepping, Inc

Authorized Signature: Connie Saunders Date: 11/22/19

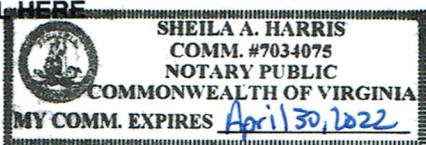
State of Virginia

County of Tazewell, to-wit:

Taken, subscribed, and sworn to before me this 22 day of November, 2019

My Commission expires April 30, 2022

AFFIX SEAL HERE



NOTARY PUBLIC Sheila A. Harris



November 21, 2019

RE: BVH20000000007, WOMAN OWNED, WBENC, DBE AND INDEPENDENT STAFFING AGENCY

Dear Purchasing

Our agency has been in business for thirty years. We have an office in Charleston, WV and Ms. Susan Dickens is our Branch Manager. We have multiple nursing contracts throughout the state of WV.

We are a small, independently owned, woman owned staffing agency. We are WBENC certified as well as DBE certified.

We will be placing staff from WV to work at your facilities.

We very much appreciate the opportunity to bid on your nursing needs.

Sincerely yours,

Connie Saunders

President

888-799-2110 #1007



PERSONNEL POOL OF VA.

Matching People with Opportunities

Saunders Staffing
(888) 799-2110

Personnel Pool Of VA
(540) 951-1036

CAPABILITY STATEMENT



www.saundersstaffing.net

Saunders Staffing, Inc. and **Personnel Pool of VA** specialize in providing top opportunities to our qualified and Professional staff to our clients Nationwide. We take pride in offering our expertise and seasoned Coordinators, Human Resources and Payroll department to assist successfully in the day-to-day needs for Professional Administrative, Medical and Light Industrial Staff in a quick response time with impressive results. We put the Personal in Personnel.

CORE COMPETENCIES

	LEADERSHIP	INFORMATION TECHNOLOGY
	RESPONSIBILITY	MEDICAL & HEALTH
	TEAMWORK	LIGHT INDUSTRIAL
	DECISION MAKING	ADMINISTRATIVE
	ORGANIZATION	SPECIAL EVENTS

CAGE CODE:
1R8X8



DUNS#:
60-695-8023

COMPANY SNAPSHOT

Government Business POC:
Connie Saunders



Phone: (888) 799-2110 ext. 1007

Fax: (304) 325-6817

Address: 400 North Street, Bluefield WV 24701

Email: saundersem@saundersstaffing.net

Work Area: WV, VA, PA, TN, NC, KY

DIFFERENTIATORS

- +28 years of experience and 6,000 Clients
- + WBENC Certified, #2005127727
- +SBA Small Business Person of the Year 2006
- +Lead Virginia Class 2007
- +DBE Departments of Transportation
- +SWAM Vendor
- +SBA Certified
- +Small Disadvantaged Business Woman Owned

PAST PERFORMANCES

STATE OF WV	STATE OF VA	WV VA NURSING FACILITY
BSA	SUMMIT	ORICA
		HENRY SCHEIN

NAICS & PCS CODES

493190 Other Warehousing & Storage
518210 Data Processing, Hosting, & Related Services
541214 Payroll Services
541219 Other Accounting Services
541430 Graphic Design Services
541511 Custom Computer Programming Services
541512 Computer Systems Design Services
541513 Computer Facilities Mgmt. Services
541519 Other Computer Related Services
541611 Administrative Management
541612 Human Resources Consulting Services

541613 Marketing Consulting Services
541618 Other Mgmt. Consulting Services
541690 Other Scientific & Technical Consulting Services
541720 Research & Development in the Social Sciences & Humanities
541910 Marketing Research & Public Opinion Poling
561110 Office Administrative Services
561210 Facilities Support Services
561311 Employment Placement Agencies
561312 Executive Search Services

561320 Temporary Help Services
561410 Document Preparation Services
561612 Security Guards & Patrol Services
561720 Janitorial Services
562910 Remediation Sources
562920 Materials Recovery Facilities
621498 All Other Outpatient Care Centers
622310 Specialty (except Psychiatric & Substance Abuse) Hospitals
623110 Nursing Care Facilities (Skilled Nursing Facilities)
813920 Professional Organizations

GOVERNMENT BUSINESS POC:

CONNIE SAUNDERS

saundersem@saundersstaffing.net

(888)799-2110 ext. 1007

It's time for you to get connected.