



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

## Header 1

List View

## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 855530

Procurement Type: Central Master Agreement

Vendor ID: 

Legal Name: MANAGEMENT REGISTRY INC

Alias/DBA:

Total Bid: \$268.00

Response Date:  Response Time: Responded By User ID:  First Name: Last Name: Email: Phone: 

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2100000020

Published Date: 3/17/21

Close Date: 3/25/21

Close Time: 13:30

Status: Closed

Solicitation Description: 

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 855530  
**Solicitation Description:** Addendum No. 1  
 Direct Care Nursing Staffing Services  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-03-25 13:30	SR 0613 ESR03192100000006428	1

**VENDOR**  
 000000218628  
 MANAGEMENT REGISTRY INC

**Solicitation Number:** CRFQ 0613 VNF2100000020  
**Total Bid:** 268  
**Response Date:** 2021-03-19  
**Response Time:** 17:10:56  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Registered Nurse weekday rate				54.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Commodity Line Comments:**

**Extended Description:**

See Attached

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Registered Nurse weekend rate				54.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Commodity Line Comments:**

**Extended Description:**

See Attached

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	LPN weekday rate				45.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Commodity Line Comments:**

**Extended Description:**

See Attached

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	LPN weekend rate				45.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Commodity Line Comments:**

**Extended Description:**

See Attached

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	CNA weekday rate				35.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Commodity Line Comments:**

**Extended Description:**

See Attached

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	CNA weekend rate				35.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Commodity Line Comments:**

**Extended Description:**

See Attached

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ VNF210000020**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Management Registry, Inc.

Company

Stacy K. Slouhy

Authorized Signature

3/18/21

Date

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

**Exhibit A - CRFQ VNF21\*20**  
**Direct Care Nursing Staffing Pricing Page**

Item No.	Description Of Services	Estimated Hours Per Contract Year	Hourly Rate/ Unit Price	Extended Total
	<b>Base Year One</b>			
	<b>Registered Nurse Shifts - Base Year One</b>			
1	Weekday Rate	7,800	\$ 54.00	\$ 421,200.00
2	Weekend Rate	3,000	\$ 54.00	\$ 162,000.00
	<b>Licensed Practical Nurse Shifts - Base Year One</b>			
4	Weekday Rate	22,000	\$ 45.00	\$ 990,000.00
5	Weekend Rate	9,000	\$ 45.00	\$ 405,000.00
	<b>Certified Nursing Assistant Shifts - Base Year One</b>			
7	Weekday Rate	25,000	\$ 35.00	\$ 875,000.00
8	Weekend Rate	10,000	\$ 35.00	\$ 350,000.00
	<b>Renewal Year One</b>			
	<b>Registered Nurse Shifts - Renewal Year One</b>			
10	Weekday Rate	7,800	\$ 54.00	\$ 421,200.00
11	Weekend Rate	3,000	\$ 54.00	\$ 162,000.00
	<b>Licensed Practical Nurse Shifts - Renewal Year One</b>			
13	Weekday Rate	22,000	\$ 45.00	\$ 990,000.00
14	Weekend Rate	9,000	\$ 45.00	\$ 405,000.00
	<b>Certified Nursing Assistant Shifts - Base Year One</b>			
16	Weekday Rate	25,000	\$ 35.00	\$ 875,000.00
17	Weekend Rate	10,000	\$ 35.00	\$ 350,000.00
	<b>Renewal Year Two</b>			
	<b>Registered Nurse Shifts - Renewal Year Two</b>			
19	Weekday Rate	7,800	\$ 54.00	\$ 421,200.00
20	Weekend Rate	3,000	\$ 54.00	\$ 162,000.00
	<b>Licensed Practical Nurse Shifts - Renewal Year Two</b>			
22	Weekday Rate	22,000	\$ 45.00	\$ 990,000.00
23	Weekend Rate	9,000	\$ 45.00	\$ 405,000.00
	<b>Certified Nursing Assistant Shifts - Renewal Year Two</b>			
25	Weekday Rate	25,000	\$ 35.00	\$ 875,000.00
26	Weekend Rate	10,000	\$ 35.00	\$ 350,000.00

Continued on Next Page

	<b>Renewal Year Three</b>			
	<b>Registered Nurse Shifts - Renewal Year Three</b>			
28	Weekday Rate	7,800	\$ 54.00	\$ 421,200.00
29	Weekend Rate	3,000	\$ 54.00	\$ 162,000.00
	<b>Licensed Practical Nurse Shifts - Renewal Year Three</b>			
31	Weekday Rate	22,000	\$ 45.00	\$ 990,000.00
32	Weekend Rate	9,000	\$ 45.00	\$ 405,000.00
	<b>Certified Nursing Assistant Shifts - Renewal Year Three</b>			
34	Weekday Rate	25,000	\$ 35.00	\$ 875,000.00
35	Weekend Rate	10,000	\$ 35.00	\$ 350,000.00
			<b>Grand Total</b>	<b>\$ 12,812,800.00</b>

Vendor Information	
Printed Name	Stacey Dlouhy
Title	President, Government & Healthcare Division
Signature	<i>Stacey K Dlouhy</i>
Phone	Office: (888) 851-3588      Cell Phone: (888) 851-3588

Company	Management Registry, Inc.
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Fax	(888) 873-7106
Email	<a href="mailto:Stacey.Dlouhy@managementregistry.com">Stacey.Dlouhy@managementregistry.com</a>





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

**State of West Virginia**  
**Centralized Request for Quote**  
**Service - Prof**

<b>Proc Folder:</b> 855530			<b>Reason for Modification:</b>
<b>Doc Description:</b> Direct Care Nursing Staffing Services			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-03-11	2021-03-25 13:30	CRFQ 0613 VNF2100000020	1

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:** 000000218628

**Vendor Name :** Management Registry, Inc.

**Address :** 13218 Cottner Street

**Street :** 13218 Cottner Street

**City :** Omaha

**State :** NE **Country :** U.S. **Zip :** 68137

**Principal Contact :** Stacey Dlouhy

**Vendor Contact Phone:** (888) 851-3588 **Extension:** N/A

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** 61-0863236 **DATE** 3/14/21

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

**ADDITIONAL INFORMATION**

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Veterans Nursing Facility in Clarksburg, WV to establish an open-end contract for Direct Care Nursing Staffing Services for the West Virginia Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301, per the attached documentation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Registered Nurse weekday rate				
				See Exhibit A Pricing Page	

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**

See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Registered Nurse weekend rate				
				See Exhibit A Pricing Page	

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**

See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	LPN weekday rate				
See Exhibit A Pricing Page					

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**

See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	LPN weekend rate				
See Exhibit A Pricing Page					

Comm Code	Manufacturer	Specification	Model #
85101601			

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See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	CNA weekday rate				
See Exhibit A Pricing Page					

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	CNA weekend rate				
See Exhibit A Pricing Page					

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions Due 2:00 pm EST	2021-03-16

	Document Phase	Document Description	Page
VNF210000020	Final	Direct Care Nursing Staffing Services	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



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

State of West Virginia  
 Centralized Request for Quote  
 Service - Prof

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**City :** Omaha  
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**Principal Contact :** Stacey Dlouhy, President, Government & Healthcare Division  
**Vendor Contact Phone:** (888) 851-3588 **Extension:** N/A

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** *Stacey K Dlouhy* **FEIN#** 61-0863236 **DATE** 3/14/21

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**ADDITIONAL INFORMATION**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Registered Nurse weekday rate				See Exhibit A Pricing Page

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Registered Nurse weekend rate				See Exhibit A Pricing Page

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	LPN weekday rate				See Exhibit A Pricing Page

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	LPN weekend rate				See Exhibit A Pricing Page

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached



<b>INVOICE TO</b>	<b>SHIP TO</b>
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY
CLARKSBURG                      WW    26301 US	CLARKSBURG                      WW    26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	CNA weekday rate				See Exhibit A Pricing Page

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached

<b>INVOICE TO</b>	<b>SHIP TO</b>
DIVISION OF VETERANS AFFAIRS 1 FREEDOMS WAY	VETERAN'S NURSING FACILITY 1 FREEDOMS WAY
CLARKSBURG                      WW    26301 US	CLARKSBURG                      WW    26301 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	CNA weekend rate				See Exhibit A Pricing Page

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description:**  
See Attached

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions Due 2:00 pm EST	2021-03-16

	Document Phase	Document Description	Page
VNF210000020	Draft	Direct Care Nursing Staffing Services	5

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

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

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

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

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

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

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

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

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

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

Question Submission Deadline: March 16, 2021 at 2:00 pm EST.

Submit Questions to: David Pauline  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: David.H.Pauline@wv.gov

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

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

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

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

SEALED BID:  
BUYER:  
SOLICITATION NO.:  
BID OPENING DATE:  
BID OPENING TIME:  
FAX NUMBER:

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

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

BID TYPE: (This only applies to CRFP)

Technical

Cost

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

Bid Opening Date and Time: March 25, 2021 at 1:30 pm EST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## **GENERAL TERMS AND CONDITIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on **Initial Contract Term:** upon award \_\_\_\_\_ and extends for a period of One (1) year(s).

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

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

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

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

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

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

**Other:** See attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As described in the Specifications

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

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

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

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

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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

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

**10. [Reserved]**

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

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 01/09/2020

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

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

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

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

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

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

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

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

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

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

Stacey Dlouhy, President, Government & Healthcare Division  
(Name, Title)  
Stacey Dlouhy, President, Government & Healthcare Division  
(Printed Name and Title)  
13218 Cottner Street, Omaha, NE 68137  
(Address)  
(888) 851-3588 / (888) 873-7106  
(Phone Number) / (Fax Number)  
Stacey.Dlouhy@managementregistry.com  
(email address)

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

Management Registry, Inc.  
(Company)

*Stacey K. Dlouhy* Stacey Dlouhy, President, Government & Healthcare Division  
(Authorized Signature) (Representative Name, Title)

Stacey Dlouhy, President, Government & Healthcare Division  
(Printed Name and Title of Authorized Representative)

3/14/21  
(Date)

(888) 851-3588 / (888) 873-7106  
(Phone Number) (Fax Number)

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Veterans Nursing Facility, located at 1 Freedom Way, Clarksburg, WV 26301, to establish an open-end contract for direct care staffing, also known as, Registered Nurse(s), Licensed Practical Nurse(s), and Certified Nursing Assistant(s)/Health Service Worker(s).

WVVNF has contracted with Staffing Agencies for these services for the past several years. This contract will be different in that WVVNF will be working directly with the Staffing Agency's employees regarding their schedules. Shift differential will be handled differently. There will be a reduction in pay for hours left unfilled (Section 4.3.13). Other differences from previous contracts are listed in the specifications below.

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

- 2.1 **“Contract Services”** means the services as outlined in these specifications to satisfy all requirements of the Facility located at 1 Freedom Way, Clarksburg, WV 26301 as noted herein.
- 2.2 **“Pricing Page”** means the pages, contained in WVOASIS, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **“RN”** means Registered Nurse.
- 2.5 **“LPN”** means Licensed Practical Nurse.
- 2.6 **“CNA”** means Certified Nursing Assistant.
- 2.7 **“HSW”** means Health Services Worker. In this case, HSW's are the same as CNA's since the Facility requires all HSW's be certified.
- 2.8 **“ADON”** means the Facility's Assistant Director of Nursing
- 2.9 **“DON”** means the Facility's Director of Nursing
- 2.10 **“Facility or Agency or WVVNF”** means the WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301
- 2.11 **“Staffing Agency or Vendor”** means the prospective vendor.
- 2.12 **“PointClickCare®”** means the medical records software utilized by the Facility.

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- 2.13** “**Ten-panel drug screen**” means a drug test for the presence of Amphetamines, barbiturates, benzodiazepines, cocaine, marijuana metabolites (THC), methadone, methaqualone, opiates, phencyclidine (PCP), and propoxyphene.
- 2.14** “**WV CARES**” means the West Virginia Clearance for Access: Registry & Employment Screening administered by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.15** “**Holidays**” means those days the Facility recognizes as holidays. Hours worked on a holiday will be paid at 1.5 times the normal weekday rate. There shall be no additional holiday pay other than 1.5 times the normal weekday rate for hours worked on a holiday. Days recognized as holidays will be: Thanksgiving Day, Christmas Day, Memorial Day, Labor Day, and July 4.
- 2.16** “**Shift Differential**” means the hours worked between 3:00 p.m. and 7:00 a.m. for which there shall be paid an extra \$1 per hour worked. There will be no additional shift differential for weekends, holidays, or any other times.
- 3. QUALIFICATIONS:** Vendor or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 3.1** Vendor shall have at least twelve (12) months experience in operating a Direct Care Staffing organization. Proof of this experience should be furnished with each bid but can be provided prior to award.
- 3.2** Vendor shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
- 3.3** Vendor must have knowledge of and comply with Federal and West Virginia laws, regulations and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
- 3.4** Vendor must ensure that its employees, agents and/or subcontractors are experienced and fully qualified to engage in the activities and services required herein, and that all applicable licensing and operating requirements imposed or required under Federal or West Virginia law, and all application accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.
- 3.5** Vendor must possess all licenses, permits and certifications that are required in the performance of this Request for Quotation prior to the start date of service.



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**4. MANDATORY REQUIREMENTS:**

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

**4.1.1 Registered Nurse(s) Services**

- 4.1.1.1** RN(s) must be Licensed by the West Virginia Board of Examiners for Registered Professional Nurses and have no record of prior or pending disciplinary action against him or her by the licensure body or agency. West Virginia is a member of the National Council of State Board of Nursing and participates in the multistate Nurse Licensure Compact (NLC).
- 4.1.1.2** RN(s) assigned to the facility must have a minimum of one (1) year experience and working knowledge of the concepts of mental health, health disorders and related physical conditions and related treatment approach.
- 4.1.1.3** RN(s) must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, assisting in care planning and recording and such other services within the scope of the RN(s) license.
- 4.1.1.4** RN(s) must oversee the work of inexperienced (RN) Registered Nurse(s), LPN Licensed Practical Nurse(s), and CNA Certified Nursing Assistant(s), as assigned.
- 4.1.1.5** RN(s) must participate in Treatment Team Meetings to develop Individualized Treatment Plans, direct consultations, and receive and give recommendations to and from other disciplines to maximize care of the residents as requested.
- 4.1.1.6** RN(s) must administer medications as prescribed by treating Physician(s).
- 4.1.1.7** RN(s) must ensure timely documentation in patient's Electronic Medical Records in PointClickCare, per the policies and procedures and common practice of the Facility utilizing the staff.
- 4.1.1.8** RN(s) must follow the chain of commands set forth at the Facility. They shall take issues to their supervisor, then the Administrative Nurse, then the ADON and then the DON.
- 4.1.1.9** RN(s) must be able to work twelve (12) hour shifts and adhere to the mandatory OT policy and guidelines set by the facility.

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- 4.1.1.10** RN(s) must have current CPR Training on file.
- 4.1.1.11** RN(s) must oversee and handle all medical related emergencies.
- 4.1.1.12** RN(s) must communicate with physicians for patient care regiment in order to meet patient care needs.
- 4.1.1.13** It may be deemed necessary for RN(s) to testify in court on occasion. RN(s) must be present and available as needed. Normal weekday pay will apply.
- 4.1.1.14** RN(s) must respond to inquiries of family members, advocates and interested parties, ensuring adherence to the confidentiality laws, and the HIPAA Regulations.
- 4.1.1.15** RN(s) must assist patients with daily activities of daily living (ADL's) such as feeding and hygiene.
- 4.1.1.16** RN(s) must provide all services in a manner consistent with the applicable standard of care.
- 4.1.1.17** If Staffing Agency sends an RN to replace an LPN or a CNA, they must be billed at LPN or CNA hourly rates for those hours worked.

**4.1.2 Licensed Practical Nurse(s) Services**

- 4.1.2.1** LPN(s) must be licensed by the West Virginia State Board of Examiners for Licensed Practical Nurses and have no record of prior or pending disciplinary action against him or her by the licensure body or agency. West Virginia is a member of the National Council of State Board of Nursing and participates in the multistate Nurse Licensure Compact (NLC).
- 4.1.2.2** LPN(s) assigned to the facility must have a minimum of one (1) year experience and working knowledge of the concepts of mental health, health disorders and related physical conditions and related treatment approach.
- 4.1.2.3** LPN(s) must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, assisting in care planning and recording and such other services within the scope of the LPN(s) license.
- 4.1.2.4** LPN(s) must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medications according to the Physician Order; and perform such other services requested within the scope of the LPN(s) license.

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- 4.1.2.5** LPN(s) must ensure timely documentation into patients' electronic medical records in PointClickCare, per the policies, procedures, and common practices of the assigned facility to be discussed in detail during the hospital/facility orientation.
- 4.1.2.6** LPN(s) must screen patients and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination area; give injections and immunizations; instruct patients/clients in the use of medication and possible side effects.
- 4.1.2.7** LPN(s) must follow the chain of commands set forth at the Facility. They shall take issues to their supervisor, then the Administrative Nurse, then the ADON and then the DON.
- 4.1.2.8** LPN(s) will provide for the emotional and physical comfort and safety of the patients/clients.
- 4.1.2.9** LPN(s) must assist in response to medical and psychiatric emergencies.
- 4.1.2.10** LPN(s) must communicate with physicians for patient care regimen in order meet patient care needs.
- 4.1.2.11** LPN(s) must assist patients with activities of daily living (ADL's) such as feeding and personal hygiene.
- 4.1.2.12** It may be deemed necessary for LPN(s) to testify in court on occasion. LPN(s) must be present and available as needed. Normal weekday pay will apply.
- 4.1.2.13** LPN(s) must respond to inquiries from family members, advocate and other interested parties, ensuring adherence to the Confidentiality laws and the HIPAA regulations.
- 4.1.2.14** LPN(s) assigned to an acute setting must have successfully completed a course in intravenous therapy and training in venipuncture which permits the LPN(s) to start intravenous fluids.
- 4.1.2.15** LPN(s) must provide all services in a manner consistent with the applicable standard of care.
- 4.1.2.16** LPN(s) must be able to work twelve (12) hour shifts and adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.1.2.17** LPN(s) must have current CPR training on file.
- 4.1.2.18** If Staffing Agency sends an LPN to replace a CNA, they must be billed CNA hourly rates for those hours worked.

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**4.2 Certified Nursing Assistant Services**

- 4.2.1 CNA(s) submitted for assignment under this contract must be certified and in good standing with the WV Nurse Aide Registry and have no record of prior or pending disciplinary action against him or her.
- 4.2.2 CNA(s) assigned to the facility must have a minimum of one (1) year experience and working knowledge of the concepts of mental health, health disorders and related physical conditions or related treatment approach to include CPR training on file.
- 4.2.3 CNA(s) will be responsible for direct care services to residents in a Long-Term Nursing Facility setting. Those include activities of daily living (ADL's).
- 4.2.4 CNA(s) must provide both physical and psychological support and assistance with daily activities and maintain a therapeutic interaction with the residents as directed by supervisor.
- 4.2.5 CNA(s) must provide all services in a manner consistent with the applicable standard of care.
- 4.2.6 CNA(s) must be able to work twelve (12) hour shifts and adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.2.7 CNA(s) must adhere to the mandatory overtime policy and guidelines set by the Facility.
- 4.2.8 CNA(s) must have a high school diploma or GED.
- 4.2.9 CNA(s) must ensure timely documentation into residents' electronic medical records in PointClickCare or the paper chart, per the policies, procedures and common practice of the facility, to be discussed in greater detail during the facility orientation.
- 4.2.10 CAN(s) must follow the chain of command set forth at the Facility. They shall take issues to their supervisor, then the Administrative Nurse, then the ADON and then the DON.

**4.3 Vendor Responsibilities:**

- 4.3.1 Successful vendor shall provide healthcare staffing as requested by the Facility to be compatible with the needs of the facility. Assignments will be for the contract year, or other specified period of time as agreed upon and documented in writing.
- 4.3.2 Successful vendor must provide a documented plan to cover all shifts, including weekends, holidays, call-off's and vacations.

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- 4.3.3** Successful vendor must provide qualified healthcare professionals to accommodate the Facility's needs and must comply with all Facility policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.
- 4.3.4** Successful vendor agrees to assure and document the competency of the staff being engaged and to provide documentation of the services to the Facility when requested. The competency assessment must include age-specific and cultural competencies for services provided to patients.
- 4.3.5** Successful vendor will ensure that no staff submitted for assignment under this agreement will have been investigated and substantiated by an applicable licensure body or agency or is currently under investigation by an applicable licensure body or agency.
- 4.3.6** Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security & Medicare taxes, as well as an unemployment compensation, workers compensation, general and professional liability premiums.
- 4.3.7** Successful vendor must incorporate all anticipated pre-employment expenditures, administrative and overhead costs, travel expenses, incentives and any other cost incurred by vendor into their all-inclusive hourly rate for each position and shift.
- 4.3.8** Successful vendor shall ensure and warrant the following at the time of submission for each individual proposed for assignment:
  - 4.3.8.1** Has completed all the training and education requirements to effectively perform the duties expected of the position and to sufficiently fulfill the needs of the Facility and its patients.
  - 4.3.8.2** Possesses a current valid certification and professional license from the applicable body or agency in the State of West Virginia.
  - 4.3.8.3** Has proof of minimum experience requirements as applicable to the position type and placement facility. (Experience requirements are provided above in the mandatory requirements for each classification.)
  - 4.3.8.4** Has received and passed a recent West Virginia Clearance for Access: Registry and Employment Screening (WV CARES) check, to include any manual lookup procedures recommended by WV CARES. This will be performed by and paid for by both the Vendor and the Facility. The Vendor must ensure the individual passes this before offering employment. The Facility will conduct this background check again during orientation as required by state regulations.

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- 4.3.8.5** Has received and passed a recent pre-employment alcohol and ten-panel drug screen. This will be performed by and paid for by both the Vendor and the Facility. The Vendor must ensure the individual passes this before offering employment. The Facility will conduct this test again during orientation as required by state regulations.
- 4.3.8.6** Meets current Facility immunization requirements for purified protein derivative (PPD) and tuberculosis (TB). These will be performed by and paid for by the Facility.
- 4.3.8.7** Possesses a current American Heart Association (AHA) Cardiopulmonary Resuscitation (CPR) certification. This is the Vendor's responsibility and is not paid for by the Facility.
- 4.3.8.8** Has received a successful annual physical. This will be conducted at the Facility at no cost to the Vendor.
- 4.3.9** All new Staffing Agency employees are required to have thirty (30) hour Alzheimer Training provided by the WV Veterans Nursing Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual recertification requirement.
- 4.3.10** Successful Vendor(s) will have 48 hours (2 business days) after award to respond to each request for staffing and to provide the Facility a list of potential candidates along with the applicable documentation. Documentation should include applications, certifications, references, confidentiality agreements and other requested documents to include the requirements of Section 4.
- 4.3.11** If the Facility requests an LPN but the Staffing Agency provides an RN to cover the request, the Facility shall only be responsible for payment of the established LPN rate.
- 4.3.12** Successful Vendor shall ensure that all staff assigned to a Facility recognize the need to be present, signed in and ready to begin work when their shift begins. Assigned staff shall be expected to work all shifts as scheduled.
- 4.3.13** Staff must be directed to provide at least two hours advance notice when they cannot work a scheduled shift. Individuals must report off personally to the facility and must speak to the RN Supervisor at least two (2) hours prior to their scheduled shift. Individuals must also call their Staffing Agency at least two (2) hours prior to their scheduled shift. The Staffing Agency must provide another individual to back-fill the position.
- 4.3.14** **REDUCTION OF PAY: If the Staffing Agency is unable to back-fill a position, they will be subject to a reduction of pay for those hours left unfilled. The dollar amount will be determined by the rate of pay for the specialty multiplied by the number of hours unfilled. This amount will be deducted from the Staffing Agency's weekly invoice.**

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- 4.3.15** Successful vendor shall ensure that all personnel assigned to the Facility shall comply with the Facility's time keeping system and related requirements as may be modified throughout the contract period.
- 4.3.16** Successful vendor acknowledges that all Staffing Agency employees will be required to participate in food service work during mealtimes. All Staffing Agency employees must have, and keep current, a WV Food Handlers Card. The cost of such will not be paid by the Facility.
- 4.3.17** Successful vendor acknowledges that overtime may be mandated for contract staff when deemed necessary to meet regulatory requirements. Overtime can only be mandated and/or approved by the Facility Administrators or their designee.
- 4.3.18** All employees must follow the chain of command set forth at the Facility. They shall take issues to their supervisor, then the Administrative Nurse, then the ADON and then the DON.
- 4.3.19** Successful vendor acknowledges that for shifts that occur during the change to and from Daylight Saving Time:
- 4.3.19.1** With the ending of standard time and the beginning of Daylight Saving Time, staff on duty when Daylight Saving Time goes into effect will have their shifts reduced by one hour.
- 4.3.19.2** With the ending of Daylight Saving Time and the return to standard time, staff on duty when standard time goes into effect will work an extra hour during their normal shift. Staff may be entitled to overtime on the basis of total hours worked for the week.
- 4.3.20** Successful vendor shall ensure that all staff assigned to a Facility participate in and comply with its ongoing training programs.
- 4.3.21** Successful Vendor shall ensure that in the event of a Pandemic, that contract staff do not work in multiple healthcare facilities during the same time period. Any individual not following this rule may be told not to return to the Facility.
- 4.3.22** Staffing Agency Employee conduct. In an effort to curb issues of non-compliance, Staffing Agency must advise their employees upon hire, and repeatedly as deemed necessary, of all policies and procedures of the Facility, including but not limited to the following:
- 4.3.22.1** No Call No Shows: Any individual not showing up to work a scheduled shift and not calling in at least 2 hours in advance may be told not to return to the Facility.

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- 4.3.22.2** Doctor's Excuse Required: Any individual calling off in excess of 3 times per aggregate 12-month period will require a written doctor's excuse for any absence after the third call-off. Any individual failing to comply may be asked not to return to the Facility.
- 4.3.22.3** Socializing/Dating: Staffing Agency employees who are dating another employee, whether from another Staffing Agency or otherwise, must refrain from excessive socializing during working hours. They must be reminded they are here to work. All employees must complete their assigned duties and are not here to socialize. Any employee failing to comply may be asked not to return to the Facility.
- 4.3.22.4** All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.
- 4.3.22.5** Should Staffing Agency's employee(s) call off on or be unable to work a scheduled working weekend day or days, Staffing Agency's employee(s) will be scheduled to work an extra weekend day or days on the next schedule.
- 4.3.22.6** Should Staffing Agency's employee(s) call off or be unable to work a scheduled working holiday, Staffing Agency's employee(s) will be scheduled to work on the next available holiday.

**4.4 Duties and Responsibilities of the Facilities**

- 4.4.1** Facility will notify all successful vendors of the type, number and specialty of staff needed for assignment. Notifications shall include anticipated number of hours to be scheduled per week as well as the expected length of the assignment.
- 4.4.2** Facility will communicate directly with Staffing Agency's employees regarding their schedule during the contract period. Facility will copy Staffing Agency on all schedules on a weekly basis.
- 4.4.3** Facility will communicate with the Staffing Agency's employees and/or the Vendor regarding additional staff, reduction in staff, or fill-in needed. Facility will copy the Staffing Agency on schedule changes on a weekly basis.
- 4.4.4** After 48 hours (2 business days) the Facility will proceed with administering the progressive award process whereby the lowest bidder able to meet any portion of the Facility's needs will be awarded the contract for the requested staffing until such time as all needs have been met. The Facility in its discretion may suspend or revoke any such award as it deems appropriate.



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- 4.4.5 Facility will conduct interviews, review certifications and provide formal notifications on which applicants will be offered a staffing position; provided, however, it is expressly understood and agreed that such position(s) shall neither be, nor construed to be, an employee of the Facility or the State of West Virginia.
- 4.4.6 Facility shall be solely responsible for providing supervision and day-to-day guidance in the execution of Staffing Agency employee's daily responsibilities.
- 4.4.7 Facility reserves the right to terminate any personnel providing services to the Facility for any reason in the Facility's sole discretion. Additionally, the Facility shall not allow any previous employee who was dismissed for disciplinary or performance reasons by any State Facility to return to work through the Staffing Agency.

**5. CONTRACT AWARD:**

- 5.1 **Contract Award:** The Contract is intended to provide the Facility with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor(s) that provides the Contract Services meeting the required specifications for the lowest unit cost by this line item as detailed on the Pricing Pages. This will be a progressive award contract with multiple, but no more than three (3) Vendors. Vendors must submit bids for all the referenced Staffing Classifications (Items). Awards will be made from low bid to high bid for each item:
  - 5.1.1 Item #1, Registered Nurse, lowest unit cost for this line item meeting specs will be Vendor A, next lowest, Vendor B and so on. Limit 3 Vendors.
  - 5.1.2 Item #2, Licensed Practical Nurse, lowest unit cost for this line item meeting specs will be Vendor A, next lowest, Vendor B and so on. Limit 3 Vendors.
  - 5.1.3 Item #3, Certified Nursing Assistant, lowest unit cost for this line item meeting specs will be Vendor A, next lowest, Vendor B and so on. Limit 3 Vendors.
  - 5.1.4 The facility usage will prioritize in the same manner. If Vendor A (lowest bid) cannot meet the needs, the Facility shall move to the next lowest bid Vendor and so on.
- 5.2 **Pricing Page:** Vendor should complete the Pricing Page by providing an all-inclusive hourly rate for each of the positions for which they are interested in providing: RN(s), LPN(s), CNA(s) and HSW(s). Vendors are not required to submit rates for all four positions to be awarded. It is the Vendor's responsibility to ensure that the rates are included for each of the positions for which they wish to submit, as a zero-dollar amount will be considered a non-bid.
  - 5.2.1 All shifts greater than eight (8) hours will include a paid thirty (30) minute lunch break and two (2) fifteen minute breaks. Thus, standard twelve (12) hour shifts will consists of eleven (11) work/billable hours, a (30) minute paid lunch break, and two (15) minute paid breaks.

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- 5.2.2** Vendor should note that in order to provide for consistency through the progressive multiple award contract, the Agency will pay both overtime and holiday time at a rate of 1.5 times the regular hourly rate for all Vendors. Holiday time will be paid at 1.5 times the regular hourly rate only for each hours worked with no additional holiday pay.
- 5.2.3** The pricing sheet will be evaluated solely based on lowest rate per hour for each classification submitted by the potential Vendors.
- 5.2.4** Agency makes no assertions related to actual quantities of services to be ordered or processed for the length of the contract.
- 5.3** **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against the Contract.
- 5.4** **PAYMENT:** Agency shall pay each invoice from the Vendor for all Contract Services performed and accepted under this Contract. All invoices must meet the following criteria for processing:

  - 5.4.1** Invoice shall include assigned Contract number.
  - 5.4.2** Invoice shall include Delivery Order number.
  - 5.4.3** Invoices shall be submitted weekly and billed per employee per Agency Delivery Order (ADO).
  - 5.4.4** Invoices shall clearly identify the hours of regular, holiday and overtime pay for the entire week ending period.
  - 5.4.5** Invoice shall include Employee's full name.
  - 5.4.6** Invoice shall include Employee Classification and rate of pay as awarded through the vendors awarded pricing page.
  - 5.4.7** Invoice shall include Service Dates for the period being billed.
  - 5.4.8** Invoice shall include the time of day when work began and the time of day when work ended for each person.
  - 5.4.9** When rebilling or submitting a supplemental invoice, the original invoice number must be used and any new amounts to be billed must be reflected on a new invoice that specifically references the original invoice number.

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- 5.4.10** Invoice shall include such information deemed necessary by the WV State Auditor's office for their approval, acceptance and payment.
- 5.4.11** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Vendor must be set up to receive Electronic Funds Transfer (EFT) and must have all billing addresses registered.
- 5.4.12** Agency may conduct audits of the work performed and the hours charged for such work by the Vendor and its personnel pursuant to this contract. The Agency may periodically adjust and offset payments to Vendor for any and all overpayments made by Agency to Vendor for any work performed under this contract or for any hours billed to the Agency by the Vendor that were not otherwise approved or that were billed in a manner inconsistent with this contract. By its signature affixed to this contract, Vendor consents to any such adjustments and offsets. The Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor under any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the agency.
- 6. REPORTS:** In addition to what is covered by the General Terms and Conditions on this solicitation, Vendor shall submit quarterly reconciliation reports that contain:
- 6.1** Identification of each contract staff member billed (complete name).
- 6.2** Classification information for each contract staff member billed.
- 6.3** Work location of each contract staff member billed.
- 6.4** Number of hours each contract staff member has worked (for each quarter, year to date (YTD) and cumulatively since initially beginning work under this contract).
- 6.5** Hourly pay rate for each contract staff member.
- 6.6** Quarterly reports must be sent electronically (Excel document) to the agency delegated contact for this contract. These reports are due within thirty (30) calendar days after the end of each calendar year quarter.
- 7. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the hourly rate/lump sum listed on Vendor's bid, but such costs will not be paid by the Agency separately.

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- 8. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 8.1 The Facility will assign access cards, keys and parking passes as necessary. Vendor will be responsible for controlling access cards or keys, and parking passes.
  - 8.2 Vendor will pay replacement fee, if the cards, keys or parking pass become lost or stolen.
  - 8.3 Vendor shall notify Agency immediately of any lost, stolen, or missing access card, key or parking pass.
  - 8.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures and other policies and procedures that may be amended from time to time.
  - 8.5 Vendor shall inform all staff of Agency's security protocol and procedures.
- 9. VENDOR DEFAULT:**
- 9.1 The following shall be considered a vendor default under this Contract:
    - 9.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
    - 9.1.2 Failure to comply with other specifications and requirements contained herein.
    - 9.1.3 Failure to comply with any laws, rules and ordinances applicable to the Contract Services provided under this Contract.
    - 9.1.4 Failure to remedy deficient performance upon request.
  - 9.2 The following remedies shall be available to Agency upon default:
    - 9.2.1 Immediate cancellation of the Contract.
    - 9.2.2 Immediate cancellation of one or more release orders issued under this Contract.
    - 9.2.3 Any other remedies available in law or equity.

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**10. MISCELLANEOUS:**

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

**Contract Manager:** Stacey Dlouhy

**Phone Number: Office:** (888) 851-3588

**Cell:** (402) 415-8378

**Fax:** (888) 873-7106

**Email Address:** Stacey.Dlouhy@managementregistry.com

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 exceed 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: Management Registry, Inc.

Authorized Signature: Stacy K. Slouby Date: 3/14/21

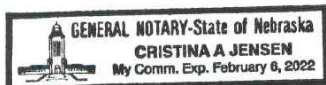
State of Nebraska

County of Douglas, to-wit:

Taken, subscribed, and sworn to before me this 14th day of March, 2021.

My Commission expires February 6, 2022.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

Cristina Jensen