



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 @ 13

List View

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

Procurement Folder: 897576

Procurement Type: Central Master Agreement

Vendor ID: VS0000037660

Legal Name: Tryfacta, Inc

Alias/DBA:

Total Bid: \$11,175,933.12

Response Date: 09/01/2021

Response Time: 12:38

Responded By User ID: Tryfacta

First Name: Adesh

Last Name: Tyagi

Email: rfp@tryfacta.ai

Phone: 4088935500

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2200000001

Published Date: 8/26/21

Close Date: 9/1/21

Close Time: 13:30

Status: Closed

Solicitation Description: Direct Care Nursing Staffing Services

Total of Header Attachments: 13

Total of All Attachments: 13



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: 897576
Solicitation Description: Direct Care Nursing Staffing Services
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2021-09-01 13:30	SR 0613 ESR09012100000001526	1

VENDOR
 VS0000037660
 Tryfacta, Inc

Solicitation Number: CRFQ 0613 VNF2200000001
Total Bid: 11175933.11999999918043613433 **Response Date:** 2021-09-01 **Response Time:** 12:38:10
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	Direct Care Nursing Services				11175933.12

Comm Code	Manufacturer	Specification	Model #
85101601			

Commodity Line Comments:

Extended Description:

Open-end contract for Direct Care Nursing Services

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 US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page 3
VNF220000001	Draft	Direct Care Nursing Staffing Services	

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 07/01/2021

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

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

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

Question Submission Deadline: August 9, 2021 at 10:00 am

Submit Questions to: David Pauline, Senior Buyer
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:

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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 a 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 prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: August 18, 2021 at 1:30 pm

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.

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and the initial contract term extends until One (1) year.

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 _____
Revised 07/01/2021

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

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

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

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

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

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

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 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: 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.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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.

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

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

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



(Name, Title)
Arman Dhar, Account Manager

(Printed Name and Title)
110 James St., Hinton, WV 25951

(Address)
408-893-5500/ 408-503-0934

(Phone Number) / (Fax Number)
rfp@tryfacta.ai


(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Tryfacta, Inc.

(Company)

 Arman Dhar, Staffing Programs Manager

(Authorized Signature) (Representative Name, Title)

Arman Dhar, Staffing Programs Manager

(Printed Name and Title of Authorized Representative)

08/18/2021

(Date)

408-893-5500/ 408-503-0934

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

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, multiple award contract for Nursing Staff to include Registered Nurses, Licensed Practical Nurses, and Health Services Workers (aka, Certified Nursing Assistants) to comply with the staffing needs of Facility.

This contract is for as-needed staff. Successful vendors must provide nursing staff as requested by the Facility to be compatible with hourly, daily, weekly, monthly or annual needs, which shall include weekends and holidays. Assignments also may be for a specified period of times as agreed upon in writing between the Facility and the Vendor.

- 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 “Agency Staff” or “Nursing Staff” or “Healthcare Professionals”** means RN’s, LPN’s and/or HSW’s
- 2.2 “Contract Item”** means the list of items identified in Section 4 below.
- 2.3 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.4 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.5 “PER DIEM”** means an allowance or payment made for each workday.
- 2.6 “DON”** means Director of Nursing.
- 2.7 “ADON”** means Assistant Director of Nursing.
- 2.8 “RN”** means Registered Nurse.
- 2.9 “LPN”** means Licensed Practical Nurse.
- 2.10 “CNA”** means Certified Nursing Assistant.
- 2.11 “HSW”** means Health Services Worker. All HSW’s must be CNA’s.
- 2.12 “Facility or Agency or WVVNF”** means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301

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- 2.13** “**Staffing Agency or Vendor**” means the prospective Vendor
- 2.14** “**Point Click Care**” means the medical records software utilized by the facility.
- 2.15** “**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.
- 2.16** “**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 pay, including shift differential or weekend pay, other than 1.5 times the normal weekday rate for hours worked on a holiday. Should a holiday fall on a Saturday or Sunday, those hours worked shall be paid at 1.5 times the normal weekend rate. There will be five (5) paid holidays. Other days listed as “Important Dates” shall not receive holiday or any additional pay (see Section 4.1.37 through 4.1.39).
- 2.17** “**Breaks**” means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
- 2.18** “**WV Cares**” means the West Virginia Clearance for Access: Registry and Employment Screening administered by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.19** “**Twelve (12) Panel Drug Screen**” means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.20** “**Meal Pass**” means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.21** “**Work Week**” means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.22** “**Weekend**” means the hours between Saturday at 12:01 a.m. and Sunday at midnight.

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Direct Care Staffing Services

- 3. VENDOR QUALIFICATIONS:** Vendor(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Director of Nursing prior to Vendor's staff being placed in the facility for work.
 - 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 must be provided prior to award.
 - 3.2.** Vendors 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.** Vendors 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.** Vendors must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.

- 4. CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 4.1. Mandatory Contract Services Requirements and Deliverables:**
 - 4.1.1.** Each vendor must be able to provide minimum staffing requirements on the start date of the contract, or not more than 14 days after the start date of the contract. Minimum staffing requirements for this purpose shall be:
 - 4.1.1.1.** Day Shift: Eleven (11) HSW's; Four (6) LPN's; and Three (1) RN's
 - 4.1.1.2.** Night Shift: Eight (8) HSW's; Four (4) LPN's; and Three (1) RN's
 - 4.1.1.3.** This is not a guarantee of hours.
 - 4.1.1.4.** Vendors unable to provide minimum staffing requirements will be considered in default of the contract. See Section 10 for additional information.
 - 4.1.2.** Successful vendors shall provide Nursing Staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. Assignments also may be for specified period of times as agreed upon in writing
 - 4.1.3.** Successful vendors must provide a documented plan to cover all shifts as requested, including weekends, holidays, call-offs and vacations.
 - 4.1.4.** Successful vendors must provide qualified healthcare professionals to accommodate the Facility's needs and must comply with all Facility

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Direct Care Staffing Services

- policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.
- 4.1.5.** Vendor shall provide the Facility with information on each Agency Staff member according to the state and federal standards, including completed applications and WV Cares background check.
 - 4.1.6.** Prior to placement in the Facility, Vendor shall perform, at vendor's cost, for each Agency Staff member:
 - 4.1.6.1.** Background check through WV Cares
 - 4.1.6.2.** Twelve-panel drug screening
 - 4.1.6.3.** Competency assessment which includes age-specific and cultural competencies for residents, provided by the facility within 30 days after the start date.
 - 4.1.6.4.** Completed application or resume as proof of experience
 - 4.1.7.** The following information must be submitted to the Agency before the Agency Staff reports to work: CPR Certification, references, confidentiality agreement, and other documents as requested, such as current physical examination, immunization records, negative twelve-panel drug screening and licensure confirmation.
 - 4.1.8.** Successful vendors must provide payment rates that are inclusive of all federal, state, and local withholding taxes, social security and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
 - 4.1.9.** Successful vendors must incorporate all anticipated pre-employment expenditures, administrative and overhead costs, travel expenses, incentives and any other cost incurred by the vendor into their all-inclusive daily "Per Diem" for each position and shift.
 - 4.1.10.** Successful vendors 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 currently subject to discharge results from an investigation by the Board of Nursing.
 - 4.1.11.** Successful vendor shall ensure the following regarding the staff to be provided:
 - 4.1.11.1.** Has completed the required training and education.
 - 4.1.11.2.** Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.1.11.3.** Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.1.11.4.** Complete an orientation packet, PCC Training and Administration Training within 30 days of hire.
 - 4.1.12.** All Agency Staff paperwork must be sent to and approved by the facility before an employee comes for orientation.
 - 4.1.13.** All Agency Staff are required to have 30 hours of Alzheimer's Training, provided by the Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual

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Direct Care Staffing Services

- recertification requirement. Hours spent in training shall be paid by the Facility.
- 4.1.14.** 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.
- 4.1.15.** Successful vendor acknowledges that for shifts that occur during the change to and from Daylight Saving Time:
- 4.1.15.1.** With the ending of standard time and the beginning of Daylight-Saving Time, Agency Staff on duty when Daylight-Saving Time goes into effect will have their shifts reduced by one hour. Agency Staff will be paid for the number of hours worked.
- 4.1.15.2.** With the ending of Daylight-Saving Time and the return to Standard-Time, Agency Staff on duty when Standard-Time goes into effect will work and be paid for an extra hour during their normal shift, only if that extra hour is actually worked. Staff may be entitled to overtime based on total hours worked for the week.
- 4.1.16.** Successful vendors shall ensure that all staff assigned to a Facility participate in and comply with its ongoing training programs.
- 4.1.17.** Successful Vendors 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.
- 4.1.18.** 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:
- 4.1.18.1.** 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.
- 4.1.18.2.** Doctor's Excuse Required: Any individual calling off more than 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.
- 4.1.18.3.** 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.
- 4.1.18.4.** 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.

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Direct Care Staffing Services

- 4.1.18.5.** 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.
- 4.1.18.6.** 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.
- 4.1.19.** 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. The same applies should an LPN or RN cover for an HSW.
- 4.1.20.** Substitution of an LPN for an RN will not be allowed.
- 4.1.21.** Substitution of a HSW for an LPN will not be allowed.
- 4.1.22.** Vendors will agree to provide the required number of staff needed for a shift and/or assignment at least two (2) hours prior to the start of the shift or assignment period.
- 4.1.23.** If an Agency Staff member calls off, that staffing agency must fill the shift with another Agency Staff member.
- 4.1.24.** All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandating. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.1.25.** All Agency Staff must attend mandatory meetings and in-services.
- 4.1.26.** Agency Staff will be given work assignments based on the Facility's needs. Agency Staff may not change their work assignments unless approved by the DON, ADON or RN Supervisor.
- 4.1.27.** Vendors must provide a list of active employees with The WVNF on a quarterly basis. List will include updated names of active employees and phone numbers.
- 4.1.28.** Vendors must provide an updated personnel file for each Agency Staff member at least annually.
- 4.1.29.** Agency Staff timesheets must be sent to the Vendor each week by 10:00am on Wednesday. Timesheet dates will be totaled from Saturday to Friday. All missing punches must be turned in to the WV Veterans Nursing Facility by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
- 4.1.30.** All employees must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.1.31.** Employees are to call off to the facility and must speak to the RN Supervisor and call their staffing agency two (2) hours prior to their scheduled shift.
- 4.1.32.** Employees are to follow the chain of command set forth at our facility. They need to take issues to the LPN, then RN supervisor, then RN unit manager, then the ADON and DON.

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- 4.1.33.** Contracted staff will work four (4) weekend shifts and one (1) Friday per month with an Agency rotation We do not honor any restrictions on lifting or hours for contracted staff.
- 4.1.34.** Weekend shifts include Day Shift Saturday and Sunday and Night Shift Friday, Saturday, and Sunday. The weekend time starts at 12:00 midnight on Friday and ends at 23:59 on Sunday.
- 4.1.35.** An Agency rotation schedule must be provided one (1) month in advance, provided by the vendor.
- 4.1.36.** Holidays paid include Thanksgiving Day, Christmas Day, and New Year's Day, Memorial Day, and Independence Day. The holiday time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay (double time). The pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked on the paid holiday for said five (5) paid holidays. There will be no additional pay for hours worked on a holiday other than the double time previously stated. For clarification and example, staff working from 7 a.m. to 7 p.m. on a Holiday with a regular rate of \$25 per hour will be paid 8 hours at \$50 per hour plus 4 hours at \$25 per hour, and no additional pay during those 12 hours.
- 4.1.37.** Staff must be provided on Holidays with a rotation schedule to be provided by the Vendor at least one month prior to the Holiday.
- 4.1.38.** Rotation of other important dates outside of listed holidays will include Easter Sunday, Labor Day, Mother Day, Father's Day, Christmas Eve, New Year's Eve, Veterans Day, and Black Friday. A list of dates and schedules must be provided by the Vendor at least one month prior to the date. These above dates will not be considered Holidays and will not have Holiday Pay.
- 4.1.39.** Successful vendors must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead cost.
- 4.1.40.** The Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a state facility or office to return and work through the Staffing Agency.
- 4.1.41.** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendors shall submit one invoice per week for each level/classification of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation. Timesheets must be signed by the Facility's DON or his/her designee.
- 4.1.42.** The Facility agrees to pay overtime for hours worked over forty (40) hours per work week.

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4.1.43. The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.

4.2. Registered Nurses:

4.2.1. RN's must hold a valid WV Registered Nurse License.

4.2.2. RN's must be licensed and are in good standing with the West Virginia Board of Nurses.

4.2.3. RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.2.4. RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.2.5. RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.

4.2.6. RN's must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of residents.

4.2.7. RN's must administer medications as prescribed by treating Physician(s).

4.2.8. RN's must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the facility, this will be discussed in extended detail during the facility orientation.

4.2.9. RN's must oversee all medical related emergencies.

4.2.10. RN's will provide for the emotional and physical comfort and safety of the residents.

4.2.11. RN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPAA Regulations.

4.2.12. RN's must adhere to the mandatory overtime policy and guidelines set by the facility.

4.2.13. If an RN is sent in to replace an LPN or an HSW, they must be billed and paid LPN or HSW wages for that shift.

4.2.14. New graduates will have an extended orientation with an RN Supervisor

4.3. Licensed Practical Nurses:

4.3.1. LPN's must be licensed and in good standing with the West Virginia Board of Nurses.

4.3.2. LPN's must hold a valid WV Licensed Practical Nurse License.

4.3.3. LPN's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.3.4. LPN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.3.5. LPN's must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments,

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- administering medications, giving injections, and assisting in care planning and recording.
- 4.3.6. LPN's must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.
 - 4.3.7. LPN's must ensure timely documentation into patient's electronic medical records, per the policies, procedures and common practices of the facility that will be discussed in extended detail during the facility orientation.
 - 4.3.8. LPN's must screen residents and record medical information; assist physicians and registered nurses in examinations and treatments; set up and clean examination areas; give injections and immunizations; instruct residents in the use of medications and possible side effects.
 - 4.3.9. LPN's will provide for the emotional and physical comfort and safety of the residents.
 - 4.3.10. LPN's must assist patients (residents) with activities of daily living such as grooming and personal hygiene.
 - 4.3.11. LPN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws and the HIPAA regulations.
 - 4.3.12. LPN's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.3.13. If an LPN is sent to replace a HSW they must be billed as an HSW for that shift.
 - 4.3.14. New graduates will have an extended orientation with an RN Supervisor.
- 4.4. Health Service Workers:**
- 4.4.1. Health Service Workers must be Certified Nursing Assistants, certified and in good standing with the West Virginia Nurse Aide Registry.
 - 4.4.2. HSW's must hold a valid Certification as a WV Certified Nurse Assistant (CNA).
 - 4.4.3. HSW's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.4.4. HSW's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.4.5. HSW's will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.
 - 4.4.6. HSW's must provide support and assistance with daily activities as directed by a supervisor.
 - 4.4.7. HSW's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.4.8. HSW's must have a high school diploma or GED.
 - 4.4.9. New graduates will have an extended orientation with an RN Supervisor.

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contracted Services. This will be a Multiple Award Contract and will be a progressive award with multiple vendors of at least 5 vendors. Vendors may submit bids for one (1) or all Staffing Classifications including RN's, LPN's and HSW's. A progressive award will be made as low bid will be vendor "A", the next lowest vendor will be vendor "B" until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility will allow 48 hours for vendors to determine if they will be able to meet our needs.

5.1 Pricing Page: Vendor should complete the Pricing Page by providing an all-inclusive daily "Per Diem" rate and an all-inclusive weekend "Per Diem" for each of the positions.

5.1.1 The pricing sheet will be based on the total lowest rate submitted by the potential Vendors. To complete the Pricing Page take the Estimated Per Diem Shifts Per Contract Year and multiply by the Per Diem Rate/Unit Price and place the total amount for each line that you are bidding on. Blank Extended Total will be considered a no bid for that line item. Once all lines for Extended Totals are input total all lines bid on and in the Grand Total box input your total.

5.1.2 The Facility makes no assertions related to actual quantities of services to be ordered or processed for the length of the contract.

5.1.3 Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: David.H.Pauline@wv.gov

6. 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

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designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 7. PAYMENT:** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendors shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation.
- 8. TRAVEL:** It is mandatory that a 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 Daily "Per Diem" listed on Vendor's bid, but such costs will not be paid by the agency separately.
- 9. 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:
 - 9.1** Vendors must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2** Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card lost, stolen or not returned to the Facility.
 - 9.3** Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.
 - 9.4** Anyone performing under this Contract will be subject to Facility's security protocol and procedures.
 - 9.5** Vendor shall inform all staff of Facility's security protocol and procedures.

10. VENDOR DEFAULT

- 10.1** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.

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

10.1.4 Failure to remedy deficient performance upon request.

10.1.5 The following remedies shall be available to the Agency upon default.

10.1.5.1 Immediate cancellation of the Contract.

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

10.1.5.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

11.1 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.

Name: Arman Dhar

Title: Account Manager

Office Phone: 408-893-5500

Cell Phone: 925-640-3641

Fax Number: 408-503-0934

Email Address: rfp@tryfacta.ai

11.2 Emergency Contact: During its performance of this Contract, Vendor must designate and maintain an Emergency contact responsible for any staffing issues that may arise outside of normal business hours. The Emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency contact information upon request.

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Name of Associate: Arman Dhar

Signature: _____

Signature: 


Title: _____

Title: Account Manager

Date: _____

Date: August 18, 2021

Form - WVBA-012004
Amended 06.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
Patrick Morrissey
Attorney General
BY 

Appendix A

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

Name of Associate: MICHAEL CLEVELAND

Name of Agency WEST VIRGINIA VETERANS NURSING FACILITY

Description of PHI:


Information of Residents to the WV Veterans Nursing Facility, including but not limited to, name, social security number, date of birth, medical condition(s), medication(s).

CRFQ VNF22*01 Exhibit-A Revision 2 dated August 26, 2021

DirectCareNursingStaffingPricingPage

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year (Note: Each shift is normally 12 hours)	Rate per Hour	Multiplied by 12 Hours to calculate Per Diem (Daily Rate)		Extended Total (Estimate Shifts x Daily Rate)
	BaseYearOne					
	Registered Nurse Shifts-Base Year One					
1	Weekday Rate	650	58.80	12	705.6	458640
2	Weekend Rate	250	64.68	12	776.16	194040
	Licensed Practical Nurse Shifts-Base Year One					
4	Weekday Rate	1,834	36.4	12	436.8	801091.2
5	Weekend Rate	750	40.04	12	480.48	360360
	Health Service Worker/Certified Nursing Assistant Shifts-Base Year One					
7	Weekday Rate	2,084	23.8	12	285.6	595190.4
8	Weekend Rate	834	26.18	12	314.16	262009.44
	Renewal Year One					
	Registered Nurse Shifts-Renewal Year One					
10	Weekday Rate	650	60.56	12	726.72	472368

11	Weekend Rate	250	66.62	12	799.44	199860
Licensed Practical Nurse Shifts-Renewal Year One						
13	WeekdayRate	1,834	37.49	12	449.88	825079.92
14	WeekendRate	750	41.24	12	494.88	371160
Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year One						
16	Weekday Rate	2,084	24.51	12	294.12	612946.08
17	Weekend Rate	834	26.97	12	323.64	269915.76
Renewal Year Two						
Registered Nurse Shifts-Renewal Year Two						
19	Weekday Rate	650	62.38	12	748.56	486564
20	WeekendRate	250	68.62	12	823.44	205860
Licensed Practical Nurse Shifts-Renewal Year Two						
22	WeekdayRate	1,834	38.62	12	463.44	849948.96
23	Weekend Rate	750	42.48	12	509.76	382320
Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year Two						
25	Weekday Rate	2,084	25.25	12	303	631452

26	Weekend Rate	834	27.77	12	333.24	277922.16
	Renewal Year Three					
	Registered Nurse Shifts-Renewal Year Three					
28	WeekdayRate	650	64.25	12	771	501150
29	WeekendRate	250	70.68	12	848.16	212040
	Licensed Practical Nurse Shifts-Renewal Year Three					
31	Weekday Rate	1,834	39.78	12	477.36	875478.24
32	Weekend Rate	750	43.75	12	525	393750
	Health Service Worker/Certified Nursing Assistant Shifts - Renewal Year Three					
34	Weekday Rate	2,084	26.01	12	312.12	650458.08
35	Weekend Rate	834	28.61	12	343.32	286328.88
					Grand Total	11175933.12
Vendor Information						
Printed Name	Arman Dhar					
Title	Account Manager	Company:	Tryfacta, Inc.			
Signature						

Understanding the Acord Certificate of Insurance

- 1. Date the Certificate is prepared.**
- 2. Producer is the Insurance broker that wrote the insurance policies for the insured.**
- 3. Insured is the person or entity for whom the insurance policy is written and to which primary insurance coverage is extended and must be the legal name.**
- 4. Insurance company providing coverage. There may be multiple Insurer companies as different types of policies could be issued by different companies.**
- 5. Types of Insurance:**
 - a. General Liability – Make sure one of the boxes for claims made or occurrence is marked.**
 - b. Automobile Liability**
 - c. Umbrella/Excess Liability**
 - d. Workers Compensation and Employers Liability**
 - e. Other**
- 6. Policy number – should have a number for each type of coverage**
- 7. Policy Effective and Expiration Dates. If the contract falls beyond the expiration date, remember to request a new certificate for the next period.**
- 8. Limits of Insurance – Must be the same or greater than required by the contract.**
 - a. General Liability – Per occurrence, damage to rented premises, personal and advertising injury, general aggregate, and products completed operations**
 - b. Automobile Liability**
 - c. Umbrella/Excess Liability**
 - d. Workers Compensation and Employers Liability**
 - e. Other**
- 9. Description of Operations – This box will contain language if Additional Insured status has been afforded or may provide information regarding events or other type of provisions to the policy. The purpose of being an additional insured on a policy is to provide insurance coverage and rights to defense under the policy.**

This provides the coverage necessary if a claim arises from the actions of the vendor, subcontractor, supplier, etc.

- 10. Certificate Holder is the person or company to whom the Certificate of Insurance is being mailed. No rights, privileges or insurance coverage are extended to a certificate holder. The certificate holder must be named as an Additional Insured in the Description of Operations box.**
- 11. Cancellation Language Outlines the terms for providing notice about cancellation of the policy.**
- 12. Authorized Representative – signed by the authorized representative of the Producer.**



CERTIFICATE OF LIABILITY INSURANCE

1 DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 25301	2	CONTACT NAME:		
		PHONE (A/C, No., EXT):	304-766-2646	FAX (A/C, No.):
		EMAIL ADDRESS:	hjm.underwriting@wv.gov	
		INSURER(S) AFFORDING COVERAGE:	INSURER A: National Union Fire Co of Pittsburgh PA	
			NAIC # 19445	
INSURED SPECIMEN	3	INSURER B:		
		INSURER C:	4	
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBS (R/S) (W/V)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	8
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		SPECIMEN	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE \$	5
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SPECIMEN	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	5
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	5
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY IS UNPAID IN REFERENCE TO THE APPLICABLE EXCLUSION (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	SPECIMEN	07/01/2017	07/01/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	5
			STOP GAP				5
							5

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SPECIMEN

9

CERTIFICATE HOLDER SPECIMEN	CANCELLATION 11 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
10	AUTHORIZED REPRESENTATIVE 12 <i>M. Dukes</i>

**QUESTIONS CAN BE DIRECTED TO THE WEST VIRGINIA BOARD OF RISK AND
INSURANCE MANAGEMENT**

(304)766-2646 OR (800)345-4669

OR EMAIL TO:

Robert A. Fisher, Deputy Director: robert.a.fisher@wv.gov

Melody Duke, Underwriting Manager: melody.a.duke@wv.gov

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: TRYFACTA, INC

Authorized Signature:  Date: 08/17/2021

State of California

County of Alameda, to-wit: Adesh Tyagi, President

Taken, subscribed, and sworn to before me this 17 day of August, 2021.

My Commission expires APRIL 12, 2021.

**PLEASE SEE
ATTACHED**

AFFIX SEAL HERE

NOTARY PUBLIC _____

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 17 day of August,
2021 ADESH KUMAR TYAGI

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Purchasing Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date _____

President - TRAFAC TA INC.

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



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**

Proc Folder: 897576	Reason for Modification:
Doc Description: Addendum No. 1 Direct Care Nursing Staffing Services	Addendum No. 1
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-11	2021-08-18 13:30	CRFQ 0613 VNF220000001	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

**Vendor
 Signature X**

FEIN# 611732454

DATE 08/18/2021

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

ADDITIONAL INFORMATION

Addendum No. 1

1. To make a change to the specifications see attached documents.
2. To respond to vendor questions that are attached.
2. Bid opening remains on 8/18/2021 at 1:30 pm EST.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

SOLICITATION NUMBER: CRFQ VNF2200000001
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2200000001 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. **To make a change to the specifications see attached documents.**
2. **To respond to technical questions, see attached documents**
3. **Bid opening remains August 18, 2021 at 1:30 pm**
4. **No other changes.**

Terms and Conditions:

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

CRFQ No. VNF2200000001

Addendum No. 1

Questions and Answers

Q1: Can you please provide the current incumbent hourly bill rates for RN, LPN, and CNA service lines?

A1: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q2. What was the total annual expenditure of the current contract in 2020, and YTD 2021?

A2: Approximately \$3.1 million per fiscal year total amongst all vendors

Q3: Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.

A3: No. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q4: Can you please let us know the previous spending of this contract?

A4: Approximately \$3.1 million per fiscal year total amongst all vendors

Q5: Please confirm if we can get the proposals or pricing of the incumbent(s).

A5: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q6: Are there any pain points or issues with the current vendor(s)?

A6: Yes. Some of the current vendors are not providing the required services as contracted.

Q7: Please confirm the anticipated number of awards.

A7: We anticipate awarding to Five (5) vendors. Per Section 5.1 of the Specification, this will be a Multiple Award Contract and will be a progressive award with multiple vendors of at least 5 vendors.

Q8: If there is an incumbent providing the requested services, what are their hourly bill rates?

A8: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q9: How many providers does the State need?

A9: We anticipate awarding to Five (5) vendors. Per Section 5.1 of the Specification, this will be a Multiple Award Contract and will be a progressive award with multiple vendors of at least 5 vendors.

Q10. Will the State require the provider(s) to be submitted along with the bid? If not, what is the lead time for submitting providers?

A10: See Section 4 of the Specifications. Documentation must be provided as soon as possible upon award of the contract. Each vendor must be able to provide minimum staffing requirements on the start date of the contract, or not more than 14 days after the start date of the contract.

Q11: What is the anticipated shift schedule? (days of the week and hours/day)

A11: Shifts are normally 12 hours and normally run from 7:00 a.m. – 7:00 p.m. (day shift); and 7:00 p.m. through 7:00 a.m. (night shift), Seven (7) days a week.

Q12: What is the anticipated call schedule, if any?

A12: Monthly and as needs arise.

Q13: What is the name and location of each facility that the provider(s) will be working at?

A13: As stated in Section 1 of the Specifications: WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301

Q14: What is the estimated contract value?

A14: Approximately \$3.1 million per fiscal year total amongst all vendors

Q15: What was the total annual expenditure of the current contract during the year 2020?

A15: Approximately \$3.1 million per fiscal year total amongst all vendors

Q16: Can a debriefing be scheduled after the awarding?

A16: A meeting can be scheduled with any of the successful vendors. The Agency will not meet with unsuccessful vendors but may take a phone call.

Q17: Will the State accept electronic signatures?

A17: Reference: In the General Terms and Conditions section 12. Acceptance by submitting in WVOasis this serves as a signature for their bid.

Q18: Will the State consider providers without an active state license at the time of submission?

A18: No, but see Answer to Question 20 below.

Q19: Will the State require the provider(s) to submit any additional certifications?

A19: Yes. Certification requirements are listed in the Specifications.

Q20: Will the State accept board-eligible provider(s)?

A20: They would have to have temporary licensure and be eligible to sit for their boards. They would have to pass their licensure exam upon sitting.

Q21: What are the required and preferred/optional procedures?

A21: All requirements are listed in the Specifications.

Q22: What are the electronic medical records system(s) that will be used?

A22: PointClickCare is the Agency's electronic medical records system at this time.

Q23: What is the anticipated award date?

A23: The State cannot provide a date.

Q24: Will failure to meet the needs as one of the awarded vendor result in a penalty?/ Is there a penalty for failure to meet the needs (supply the requested provider) in the 48 hour window as an awarded vendor?

A24: See Section 10 of the Specifications.

Q25: Under Section 4.1. Mandatory Contract Services Requirements and Deliverables Conflicting numbers of each provider are given. E.g. Four (6) LPN's. Please confirm the minimum staffing requirements for each type of provider for the day and night shift.

A25: Day Shift: HSW's: Twelve (12); LPN's: Seven (7); RN's: Two (2)
Night Shift: HSW's: Nine (9); LPN's: Six (6); RN's: Two (2)

Q26: How will the awarded vendors be notified of the need, will the facility be using a VMS?

A26: Agency will not be using a VMS at this time. Agency will email the needs to vendor or vendor's designated contact.

Q27: Is a COI required at the time of submission?

A27: No, per Section 8 of the General Terms and Conditions. Vendors are required to present prior to Contract Award their Certificate of Insurance.

Q28: Please provide the current vendor(s) providing the service and the billable rates for each service.

A28: Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.

Q29: What is the estimated value of this RFP? If unknown, please specify previous spending.

A29: Approximately \$3.1 million per fiscal year total amongst all vendors

Q30: What type of uniform is the healthcare professional required to wear?

A30: Scrub pants and scrub tops.

Q31: How many estimated overtime hours were in the last 3-year contract, per year?

A31: This information is not readily available; however, the Agency does try to minimize overtime hours when possible.

Changes to Specifications:

Correction/Change to the specification **Section 4.1 Mandatory Contract Services Requirements and Deliverables**. Changes are being made due to typos and errors, please see below for correction:

4.1: Day Shift:	HSW's: Twelve (12);	LPN's: Seven (7);	RN's: Two (2)
Night Shift:	HSW's: Nine (9);	LPN's: Six (6);	RN's: Two (2)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2200000001

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:

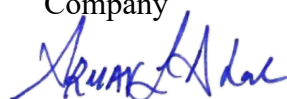
(Check the box next to each addendum received)

<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.

Tryfacta, Inc.

Company



Authorized Signature

08/18/2021

Date

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



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**

Proc Folder: 897576	Reason for Modification:
Doc Description: Addendum No. 2 Direct Care Nursing Staffing Services	Addendum No. 2
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-17	2021-08-30 13:30	CRFQ 0613 VNF220000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 611732454 **DATE** September 1, 2021

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

ADDITIONAL INFORMATION

Addendum No. 2 - to move the bid opening from 08/18/2021 to 08/30/2021. The bid opening time remains at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code**Manufacturer****Specification****Model #**

85101601

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

SOLICITATION NUMBER: CRFQ VNF2200000001
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2200000001 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. **To move bid opening date from August 18, 2021 to August 30, 2021 at 1:30 pm**
2. **No other changes.**

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF220000001

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 type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input checked="" 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.

Tryfacta, Inc

Company



Authorized Signature

September 01, 2021

Date

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



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

Proc Folder: 897576	Reason for Modification:
Doc Description: Addendum No. 3 Direct Care Nursing Staffing Services	Addendum No.3
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-18	2021-08-30 13:30	CRFQ 0613 VNF220000001	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor
 Signature X 

FEIN# 611732454

DATE September 01, 2021

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

ADDITIONAL INFORMATION

Addendum No. 3 - To provide corrected Exhibit A Pricing Page,
 Added Health Service Worker (HSW) to the Certified Nursing Assistant (CNA) lines. see attached Excel spreadsheet.

Bid opening remains 08/30/2021 at 1:30 pm.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Draft	Addendum No. 3 Direct Care Nursing Staffing Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ VNF2200000001
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2200000001 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. **To add revised Exhibit A Pricing Page, now shows Health Service Worker (HSE) on the Certified Nursing Assistant (CNA) lines, and attached Excel spreadsheet, see attached**
2. **Bid opening remains August 30, 2021 at 1:30 pm**
3. **No other changes.**

Terms and Conditions:

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

CRFQ VNF22*01 Exhibit-A

DirectCareNursingStaffingPricingPage

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year (Note: Each shift is normally 12 hours)	Rate per Hour	Multiplied by 12 Hours to calculate Per Diem (Daily Rate)		Extended Total (Estimate Shifts x Daily Rate)
	BaseYearOne					
	RegisteredNurseShifts-BaseYearOne					
1	WeekdayRate	650		12		
2	WeekendRate	250		12		
	LicensedPracticalNurseShifts-BaseYearOne					
4	WeekdayRate	1,834		12		
5	WeekendRate	750		12		
	HealthServiceWorker/CertifiedNursingAssistantShifts-BaseYearOne					
7	WeekdayRate	2,084		12		
8	WeekendRate	834		12		
	RenewalYearOne					
	RegisteredNurseShifts-RenewalYearOne					
10	WeekdayRate	650		12		
11	WeekendRate	250		12		
	LicensedPracticalNurseShifts-RenewalYearOne					
13	WeekdayRate	1,834		12		

14	WeekendRate	750		12		
	HealthServiceWorker/CertifiedNursingAssistantShifts-RenewalYearOne					
16	WeekdayRate	2,084		12		
17	WeekendRate	834		12		
	RenewalYearTwo					
	RegisteredNurseShifts-RenewalYearTwo					
19	WeekdayRate	650		12		
20	WeekendRate	250		12		
	LicensedPracticalNurseShifts-RenewalYearTwo					
22	WeekdayRate	1,834		12		
23	WeekendRate	750		12		
	HealthServiceWorker/CertifiedNursingAssistantShifts-RenewalYearTwo					
25	WeekdayRate	2,084		12		
26	WeekendRate	834		12		
	RenewalYearThree					
	RegisteredNurseShifts-RenewalYearThree					
28	WeekdayRate	650		12		
29	WeekendRate	250		12		

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2200000001

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 type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input checked="" 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.

Tryfacta, Inc.

Company



Authorized Signature

September 01, 2021

Date

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



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**

Proc Folder: 897576	Reason for Modification:
Doc Description: Addendum No. 4 Direct Care Nursing Staffing Services	Addendum No. 4
Proc Type: Central Master Agreement	

Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-23	2021-08-30 13:30	CRFQ 0613 VNF220000001	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

**Vendor
 Signature X**

FEIN# 611732454

DATE September 01, 2021

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

ADDITIONAL INFORMATION

Addendum No. 4- To provide Revised Exhibit A Pricing Page to allow for input into HOURLY Rate.,

Bid opening remains 08/30/2021 at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Draft	Addendum No. 4 Direct Care Nursing Staffing Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ VNF2200000001
Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2200000001 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error, see attached
- Other

Additional Documentation:

1. **To attach Revised Excel spreadsheet to allow input of Hourly Rate, see attached.**
2. **Bid opening remains August 20, 2021 at 1:30 pm**
3. **No other changes.**

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2200000001

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 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 checked="" 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.

Tryfacta, Inc.

Company



Authorized Signature

September 01, 2021

Date

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



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**

Proc Folder: 897576		Reason for Modification:	
Doc Description: Direct Care Nursing Staffing Services		Addendum No. 5 - To provide Exhibit A Pricing Page Revision 2 dated August 26, 2021	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-26	2021-09-01 13:30	CRFQ 0613 VNF220000001	6

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

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

ADDITIONAL INFORMATION

Addendum No. 5

To provide Exhibit A Pricing Page Revision 2 dated August 26, 2021 to correct errors in formulas on the spreadsheet, see attached.

To move bid opening 09/01/2021 at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAYVETERAN'S NURSING
FACILITY
1 FREEDOMS WAYCLARKSBURG WV
USCLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code**Manufacturer****Specification****Model #**

85101601

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Draft	Direct Care Nursing Staffing Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ VNF2200000001
Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2200000001 to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Additional Documentation:

1. **To provide Revision 2 Exhibit A Pricing Page 8/26/2021, to replace all previous versions, must use this latest revision.**
2. **To move bid opening September 1, 2021, at 1:30 pm**
3. **No other changes.**

Terms and Conditions:

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

CRFQ VNF22*01 Exhibit-A Revision 2 dated August 26, 2021

DirectCareNursingStaffingPricingPage

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year (Note: Each shift is normally 12 hours)	Rate per Hour	Multiplied by 12 Hours to calculate Per Diem (Daily Rate)		Extended Total (Estimate Shifts x Daily Rate)
	BaseYearOne					
	Registered Nurse Shifts-Base Year One					
1	Weekday Rate	650		12		
2	Weekend Rate	250		12		
	Licensed Practical Nurse Shifts-Base Year One					
4	Weekday Rate	1,834		12		
5	Weekend Rate	750		12		
	Health Service Worker/Certified Nursing Assistant Shifts-Base Year One					
7	Weekday Rate	2,084		12		
8	Weekend Rate	834		12		
	Renewal Year One					
	Registered Nurse Shifts-Renewal Year One					
10	Weekday Rate	650		12		

11	Weekend Rate	250		12		
	Licensed Practical Nurse Shifts-Renewal Year One					
13	WeekdayRate	1,834		12		
14	WeekendRate	750		12		
	Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year One					
16	Weekday Rate	2,084		12		
17	Weekend Rate	834		12		
	Renewal Year Two					
	Registered Nurse Shifts-Renewal Year Two					
19	Weekday Rate	650		12		
20	WeekendRate	250		12		
	Licensed Practical Nurse Shifts-Renewal Year Two					
22	WeekdayRate	1,834		12		
23	Weekend Rate	750		12		
	Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year Two					
25	Weekday Rate	2,084		12		

26	Weekend Rate	834		12		
	Renewal Year Three					
	Registered Nurse Shifts-Renewal Year Three					
28	WeekdayRate	650		12		
29	WeekendRate	250		12		
	Licensed Practical Nurse Shifts-Renewal Year Three					
31	Weekday Rate	1,834		12		
32	Weekend Rate	750		12		
	Health Service Worker/Certified Nursing Assistant Shifts - Renewal Year Three					
34	Weekday Rate	2,084		12		
35	Weekend Rate	834		12		
				Grand Total		
Vendor Information						
Printed Name						
Title	Company:					
Signature						

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2200000001

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 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 checked="" 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.

Tryfacta, Inc.

Company



Authorized Signature

September 01, 2021

Date

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

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 US	WV	CLARKSBURG US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page 3
VNF220000001	Draft	Direct Care Nursing Staffing Services	

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 07/01/2021

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

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

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

Question Submission Deadline: August 9, 2021 at 10:00 am

Submit Questions to: David Pauline, Senior Buyer
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:

Revised 07/01/2021

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 a 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 prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

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: August 18, 2021 at 1:30 pm

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.

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and the initial contract term extends until One (1) year.

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 _____
Revised 07/01/2021

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

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

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

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

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

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

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

7. REQUIRED DOCUMENTS: All of the items checked 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 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: 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.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <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. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

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

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

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

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

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

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

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

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

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a 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.

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

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

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



(Name, Title)
Arman Dhar, Account Manager

(Printed Name and Title)
110 James St., Hinton, WV 25951

(Address)
408-893-5500/ 408-503-0934

(Phone Number) / (Fax Number)
rfp@tryfacta.ai


(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Tryfacta, Inc.

(Company)

 Arman Dhar, Staffing Programs Manager

(Authorized Signature) (Representative Name, Title)

Arman Dhar, Staffing Programs Manager

(Printed Name and Title of Authorized Representative)

08/18/2021

(Date)

408-893-5500/ 408-503-0934

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION - CRFQ VNF22*01
Direct Care Staffing Services

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, multiple award contract for Nursing Staff to include Registered Nurses, Licensed Practical Nurses, and Health Services Workers (aka, Certified Nursing Assistants) to comply with the staffing needs of Facility.

This contract is for as-needed staff. Successful vendors must provide nursing staff as requested by the Facility to be compatible with hourly, daily, weekly, monthly or annual needs, which shall include weekends and holidays. Assignments also may be for a specified period of times as agreed upon in writing between the Facility and the Vendor.

- 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 “Agency Staff” or “Nursing Staff” or “Healthcare Professionals”** means RN’s, LPN’s and/or HSW’s
- 2.2 “Contract Item”** means the list of items identified in Section 4 below.
- 2.3 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
- 2.4 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.5 “PER DIEM”** means an allowance or payment made for each workday.
- 2.6 “DON”** means Director of Nursing.
- 2.7 “ADON”** means Assistant Director of Nursing.
- 2.8 “RN”** means Registered Nurse.
- 2.9 “LPN”** means Licensed Practical Nurse.
- 2.10 “CNA”** means Certified Nursing Assistant.
- 2.11 “HSW”** means Health Services Worker. All HSW’s must be CNA’s.
- 2.12 “Facility or Agency or WVVNF”** means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301

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- 2.13** “**Staffing Agency or Vendor**” means the prospective Vendor
- 2.14** “**Point Click Care**” means the medical records software utilized by the facility.
- 2.15** “**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.
- 2.16** “**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 pay, including shift differential or weekend pay, other than 1.5 times the normal weekday rate for hours worked on a holiday. Should a holiday fall on a Saturday or Sunday, those hours worked shall be paid at 1.5 times the normal weekend rate. There will be five (5) paid holidays. Other days listed as “Important Dates” shall not receive holiday or any additional pay (see Section 4.1.37 through 4.1.39).
- 2.17** “**Breaks**” means lunch or rest periods as defined by the Fair Labor Standards Act. All shifts worked eight (8) hours or more will include a thirty (30) minute lunch break and two (2) fifteen-minute breaks. Thus, standard twelve (12) hour shifts will consist of eleven (11) worked/billable hours, a (30) minute paid lunch break, and two paid (15) minute breaks.
- 2.18** “**WV Cares**” means the West Virginia Clearance for Access: Registry and Employment Screening administered by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.19** “**Twelve (12) Panel Drug Screen**” means a drug test for the presence of Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, Ecstasy/MDMA, Methamphetamines, Methadone, Opiates, Phencyclidine (PCP), and Propoxyphene, and THC.
- 2.20** “**Meal Pass**” means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.21** “**Work Week**” means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.22** “**Weekend**” means the hours between Saturday at 12:01 a.m. and Sunday at midnight.

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- 3. VENDOR QUALIFICATIONS:** Vendor(s) must have the following minimum qualifications. Copies of licenses and/or certifications must be submitted to the Director of Nursing prior to Vendor's staff being placed in the facility for work.
 - 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 must be provided prior to award.
 - 3.2.** Vendors 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.** Vendors 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.** Vendors must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.

- 4. CONTRACT ITEMS AND MANDATORY REQUIREMENTS:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 4.1. Mandatory Contract Services Requirements and Deliverables:**
 - 4.1.1.** Each vendor must be able to provide minimum staffing requirements on the start date of the contract, or not more than 14 days after the start date of the contract. Minimum staffing requirements for this purpose shall be:
 - 4.1.1.1.** Day Shift: Eleven (11) HSW's; Four (6) LPN's; and Three (1) RN's
 - 4.1.1.2.** Night Shift: Eight (8) HSW's; Four (4) LPN's; and Three (1) RN's
 - 4.1.1.3.** This is not a guarantee of hours.
 - 4.1.1.4.** Vendors unable to provide minimum staffing requirements will be considered in default of the contract. See Section 10 for additional information.
 - 4.1.2.** Successful vendors shall provide Nursing Staff as requested by the Facility to be compatible with the needs of the Facility. These needs may be hourly, daily, weekly, monthly, or annual needs, and shall include weekends and holidays. Assignments also may be for specified period of times as agreed upon in writing
 - 4.1.3.** Successful vendors must provide a documented plan to cover all shifts as requested, including weekends, holidays, call-offs and vacations.
 - 4.1.4.** Successful vendors must provide qualified healthcare professionals to accommodate the Facility's needs and must comply with all Facility

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Direct Care Staffing Services

- policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.
- 4.1.5.** Vendor shall provide the Facility with information on each Agency Staff member according to the state and federal standards, including completed applications and WV Cares background check.
 - 4.1.6.** Prior to placement in the Facility, Vendor shall perform, at vendor's cost, for each Agency Staff member:
 - 4.1.6.1.** Background check through WV Cares
 - 4.1.6.2.** Twelve-panel drug screening
 - 4.1.6.3.** Competency assessment which includes age-specific and cultural competencies for residents, provided by the facility within 30 days after the start date.
 - 4.1.6.4.** Completed application or resume as proof of experience
 - 4.1.7.** The following information must be submitted to the Agency before the Agency Staff reports to work: CPR Certification, references, confidentiality agreement, and other documents as requested, such as current physical examination, immunization records, negative twelve-panel drug screening and licensure confirmation.
 - 4.1.8.** Successful vendors must provide payment rates that are inclusive of all federal, state, and local withholding taxes, social security and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
 - 4.1.9.** Successful vendors must incorporate all anticipated pre-employment expenditures, administrative and overhead costs, travel expenses, incentives and any other cost incurred by the vendor into their all-inclusive daily "Per Diem" for each position and shift.
 - 4.1.10.** Successful vendors 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 currently subject to discharge results from an investigation by the Board of Nursing.
 - 4.1.11.** Successful vendor shall ensure the following regarding the staff to be provided:
 - 4.1.11.1.** Has completed the required training and education.
 - 4.1.11.2.** Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.1.11.3.** Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.1.11.4.** Complete an orientation packet, PCC Training and Administration Training within 30 days of hire.
 - 4.1.12.** All Agency Staff paperwork must be sent to and approved by the facility before an employee comes for orientation.
 - 4.1.13.** All Agency Staff are required to have 30 hours of Alzheimer's Training, provided by the Facility. Thereafter, employees must also complete eight (8) hours of Alzheimer's training as an annual

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- recertification requirement. Hours spent in training shall be paid by the Facility.
- 4.1.14.** 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.
- 4.1.15.** Successful vendor acknowledges that for shifts that occur during the change to and from Daylight Saving Time:
- 4.1.15.1.** With the ending of standard time and the beginning of Daylight-Saving Time, Agency Staff on duty when Daylight-Saving Time goes into effect will have their shifts reduced by one hour. Agency Staff will be paid for the number of hours worked.
- 4.1.15.2.** With the ending of Daylight-Saving Time and the return to Standard-Time, Agency Staff on duty when Standard-Time goes into effect will work and be paid for an extra hour during their normal shift, only if that extra hour is actually worked. Staff may be entitled to overtime based on total hours worked for the week.
- 4.1.16.** Successful vendors shall ensure that all staff assigned to a Facility participate in and comply with its ongoing training programs.
- 4.1.17.** Successful Vendors 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.
- 4.1.18.** 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:
- 4.1.18.1.** 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.
- 4.1.18.2.** Doctor's Excuse Required: Any individual calling off more than 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.
- 4.1.18.3.** 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.
- 4.1.18.4.** 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.

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- 4.1.18.5.** 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.
- 4.1.18.6.** 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.
- 4.1.19.** 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. The same applies should an LPN or RN cover for an HSW.
- 4.1.20.** Substitution of an LPN for an RN will not be allowed.
- 4.1.21.** Substitution of a HSW for an LPN will not be allowed.
- 4.1.22.** Vendors will agree to provide the required number of staff needed for a shift and/or assignment at least two (2) hours prior to the start of the shift or assignment period.
- 4.1.23.** If an Agency Staff member calls off, that staffing agency must fill the shift with another Agency Staff member.
- 4.1.24.** All Agency Staff must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandating. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.1.25.** All Agency Staff must attend mandatory meetings and in-services.
- 4.1.26.** Agency Staff will be given work assignments based on the Facility's needs. Agency Staff may not change their work assignments unless approved by the DON, ADON or RN Supervisor.
- 4.1.27.** Vendors must provide a list of active employees with The WVNF on a quarterly basis. List will include updated names of active employees and phone numbers.
- 4.1.28.** Vendors must provide an updated personnel file for each Agency Staff member at least annually.
- 4.1.29.** Agency Staff timesheets must be sent to the Vendor each week by 10:00am on Wednesday. Timesheet dates will be totaled from Saturday to Friday. All missing punches must be turned in to the WV Veterans Nursing Facility by 4:00 p.m. Monday for the previous week. If a missing punch is late, it will not be sent to the Vendor until the following pay week.
- 4.1.30.** All employees must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.1.31.** Employees are to call off to the facility and must speak to the RN Supervisor and call their staffing agency two (2) hours prior to their scheduled shift.
- 4.1.32.** Employees are to follow the chain of command set forth at our facility. They need to take issues to the LPN, then RN supervisor, then RN unit manager, then the ADON and DON.

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- 4.1.33.** Contracted staff will work four (4) weekend shifts and one (1) Friday per month with an Agency rotation We do not honor any restrictions on lifting or hours for contracted staff.
- 4.1.34.** Weekend shifts include Day Shift Saturday and Sunday and Night Shift Friday, Saturday, and Sunday. The weekend time starts at 12:00 midnight on Friday and ends at 23:59 on Sunday.
- 4.1.35.** An Agency rotation schedule must be provided one (1) month in advance, provided by the vendor.
- 4.1.36.** Holidays paid include Thanksgiving Day, Christmas Day, and New Year's Day, Memorial Day, and Independence Day. The holiday time starts at 12:00 midnight on the eve and ends at 23:59 on the day. Vendor employees cannot call off the day before or the day after Holiday paid time. Vendor employees calling off the day before or the day after a paid Holiday may be required to forfeit their Holiday Pay (double time). The pay rate for hours worked on a paid Holiday will be twice the regular rate (double time) for up to 8 hours worked on the paid holiday for said five (5) paid holidays. There will be no additional pay for hours worked on a holiday other than the double time previously stated. For clarification and example, staff working from 7 a.m. to 7 p.m. on a Holiday with a regular rate of \$25 per hour will be paid 8 hours at \$50 per hour plus 4 hours at \$25 per hour, and no additional pay during those 12 hours.
- 4.1.37.** Staff must be provided on Holidays with a rotation schedule to be provided by the Vendor at least one month prior to the Holiday.
- 4.1.38.** Rotation of other important dates outside of listed holidays will include Easter Sunday, Labor Day, Mother Day, Father's Day, Christmas Eve, New Year's Eve, Veterans Day, and Black Friday. A list of dates and schedules must be provided by the Vendor at least one month prior to the date. These above dates will not be considered Holidays and will not have Holiday Pay.
- 4.1.39.** Successful vendors must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead cost.
- 4.1.40.** The Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a state facility or office to return and work through the Staffing Agency.
- 4.1.41.** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendors shall submit one invoice per week for each level/classification of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation. Timesheets must be signed by the Facility's DON or his/her designee.
- 4.1.42.** The Facility agrees to pay overtime for hours worked over forty (40) hours per work week.

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4.1.43. The Facility may cancel any shift and will notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.

4.2. Registered Nurses:

4.2.1. RN's must hold a valid WV Registered Nurse License.

4.2.2. RN's must be licensed and are in good standing with the West Virginia Board of Nurses.

4.2.3. RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.2.4. RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.2.5. RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.

4.2.6. RN's must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of residents.

4.2.7. RN's must administer medications as prescribed by treating Physician(s).

4.2.8. RN's must ensure timely documentation into resident's electronic medical records, per the policies and procedures and common practice of the facility, this will be discussed in extended detail during the facility orientation.

4.2.9. RN's must oversee all medical related emergencies.

4.2.10. RN's will provide for the emotional and physical comfort and safety of the residents.

4.2.11. RN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPAA Regulations.

4.2.12. RN's must adhere to the mandatory overtime policy and guidelines set by the facility.

4.2.13. If an RN is sent in to replace an LPN or an HSW, they must be billed and paid LPN or HSW wages for that shift.

4.2.14. New graduates will have an extended orientation with an RN Supervisor

4.3. Licensed Practical Nurses:

4.3.1. LPN's must be licensed and in good standing with the West Virginia Board of Nurses.

4.3.2. LPN's must hold a valid WV Licensed Practical Nurse License.

4.3.3. LPN's must have a current Cardiopulmonary Resuscitation (CPR) Card.

4.3.4. LPN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.

4.3.5. LPN's must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments,

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- administering medications, giving injections, and assisting in care planning and recording.
- 4.3.6. LPN's must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.
 - 4.3.7. LPN's must ensure timely documentation into patient's electronic medical records, per the policies, procedures and common practices of the facility that will be discussed in extended detail during the facility orientation.
 - 4.3.8. LPN's must screen residents and record medical information; assist physicians and registered nurses in examinations and treatments; set up and clean examination areas; give injections and immunizations; instruct residents in the use of medications and possible side effects.
 - 4.3.9. LPN's will provide for the emotional and physical comfort and safety of the residents.
 - 4.3.10. LPN's must assist patients (residents) with activities of daily living such as grooming and personal hygiene.
 - 4.3.11. LPN's must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws and the HIPAA regulations.
 - 4.3.12. LPN's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.3.13. If an LPN is sent to replace a HSW they must be billed as an HSW for that shift.
 - 4.3.14. New graduates will have an extended orientation with an RN Supervisor.
- 4.4. Health Service Workers:**
- 4.4.1. Health Service Workers must be Certified Nursing Assistants, certified and in good standing with the West Virginia Nurse Aide Registry.
 - 4.4.2. HSW's must hold a valid Certification as a WV Certified Nurse Assistant (CNA).
 - 4.4.3. HSW's must have a current Cardiopulmonary Resuscitation (CPR) Card.
 - 4.4.4. HSW's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
 - 4.4.5. HSW's will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.
 - 4.4.6. HSW's must provide support and assistance with daily activities as directed by a supervisor.
 - 4.4.7. HSW's must adhere to the mandatory overtime policy and guidelines set by the facility.
 - 4.4.8. HSW's must have a high school diploma or GED.
 - 4.4.9. New graduates will have an extended orientation with an RN Supervisor.

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5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contracted Services. This will be a Multiple Award Contract and will be a progressive award with multiple vendors of at least 5 vendors. Vendors may submit bids for one (1) or all Staffing Classifications including RN's, LPN's and HSW's. A progressive award will be made as low bid will be vendor "A", the next lowest vendor will be vendor "B" until all successful vendors have been assigned from lowest bid to the highest bid and the facility will utilize the contracts low bid to high when locating an available worker. As a progressive award contract, the award will be made to the Vendors with the lowest Grand Total Cost to the highest Grand Total (respectively) meeting the required mandatory specifications. Example: Lowest will be Vendor "A", second lowest will be Vendor "B" and so on. Use of this contract will work the same. Agency must contact the lowest bid first and if they cannot provide the agency needs within the time frame allowed in the attached specifications, Agency will then contact the next lowest bidder and so on, until one of the vendors awarded the contract, can cover the immediate needs. Each vendor will be notified in specific order according to the Alpha character when the facility needs a worker. If the low bid (Vendor A) cannot provide the needs of the Facility at the requested time, the second low bid (Vendor B) will be contacted and then the next low bid, etc. The facility will allow 48 hours for vendors to determine if they will be able to meet our needs.

5.1 Pricing Page: Vendor should complete the Pricing Page by providing an all-inclusive daily "Per Diem" rate and an all-inclusive weekend "Per Diem" for each of the positions.

5.1.1 The pricing sheet will be based on the total lowest rate submitted by the potential Vendors. To complete the Pricing Page take the Estimated Per Diem Shifts Per Contract Year and multiply by the Per Diem Rate/Unit Price and place the total amount for each line that you are bidding on. Blank Extended Total will be considered a no bid for that line item. Once all lines for Extended Totals are input total all lines bid on and in the Grand Total box input your total.

5.1.2 The Facility makes no assertions related to actual quantities of services to be ordered or processed for the length of the contract.

5.1.3 Vendors should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: David.H.Pauline@wv.gov

6. 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

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designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

- 7. PAYMENT:** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the West Virginia Veterans Nursing Facility for all services provided. Vendors shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's timesheet as backup documentation.
- 8. TRAVEL:** It is mandatory that a 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 Daily "Per Diem" listed on Vendor's bid, but such costs will not be paid by the agency separately.
- 9. 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:
 - 9.1** Vendors must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2** Vendor will be responsible for controlling cards and keys and will pay a replacement fee of \$25 for each access card lost, stolen or not returned to the Facility.
 - 9.3** Vendor shall notify Facility immediately of any lost, stolen, or missing card or key.
 - 9.4** Anyone performing under this Contract will be subject to Facility's security protocol and procedures.
 - 9.5** Vendor shall inform all staff of Facility's security protocol and procedures.

10. VENDOR DEFAULT

- 10.1** The following shall be considered a vendor default under this Contract.
 - 10.1.1** Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2** Failure to comply with other specifications and requirements contained herein.

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

10.1.4 Failure to remedy deficient performance upon request.

10.1.5 The following remedies shall be available to the Agency upon default.

10.1.5.1 Immediate cancellation of the Contract.

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

10.1.5.3 Any other remedies available in law or equity.

11 MISCELLANEOUS:

11.1 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.

Name: Arman Dhar

Title: Account Manager

Office Phone: 408-893-5500

Cell Phone: 925-640-3641

Fax Number: 408-503-0934

Email Address: rfp@tryfacta.ai

11.2 Emergency Contact: During its performance of this Contract, Vendor must designate and maintain an Emergency contact responsible for any staffing issues that may arise outside of normal business hours. The Emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency contact information upon request.

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

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

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. Support of Individual Rights.

- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:

 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

Name of Agency: _____

Name of Associate: Arman Dhar

Signature: _____

Signature: 


Title: _____

Title: Account Manager

Date: _____

Date: August 18, 2021

Form - WVBA-012004
Amended 06.28.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jan 20 13
Patrick Morrissey
Attorney General
BY 

Appendix A

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

Name of Associate: MICHAEL CLEVELER

Name of Agency WEST VIRGINIA VETERANS NURSING FACILITY

Description of PHI:

Information of Residents to the WV Veterans Nursing Facility, including but not limited to, name, social security number, date of birth, medical condition(s), medication(s).

CRFQ VNF22*01 Exhibit-A Revision 2 dated August 26, 2021


DirectCareNursingStaffingPricingPage

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year (Note: Each shift is normally 12 hours)	Rate per Hour	Multiplied by 12 Hours to calculate Per Diem (Daily Rate)		Extended Total (Estimate Shifts x Daily Rate)
	BaseYearOne					
	Registered Nurse Shifts-Base Year One					
1	Weekday Rate	650	58.80	12	705.6	458640
2	Weekend Rate	250	64.68	12	776.16	194040
	Licensed Practical Nurse Shifts-Base Year One					
4	Weekday Rate	1,834	36.4	12	436.8	801091.2
5	Weekend Rate	750	40.04	12	480.48	360360
	Health Service Worker/Certified Nursing Assistant Shifts-Base Year One					
7	Weekday Rate	2,084	23.8	12	285.6	595190.4
8	Weekend Rate	834	26.18	12	314.16	262009.44
	Renewal Year One					
	Registered Nurse Shifts-Renewal Year One					
10	Weekday Rate	650	60.56	12	726.72	472368

11	Weekend Rate	250	66.62	12	799.44	199860
Licensed Practical Nurse Shifts-Renewal Year One						
13	WeekdayRate	1,834	37.49	12	449.88	825079.92
14	WeekendRate	750	41.24	12	494.88	371160
Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year One						
16	Weekday Rate	2,084	24.51	12	294.12	612946.08
17	Weekend Rate	834	26.97	12	323.64	269915.76
Renewal Year Two						
Registered Nurse Shifts-Renewal Year Two						
19	Weekday Rate	650	62.38	12	748.56	486564
20	WeekendRate	250	68.62	12	823.44	205860
Licensed Practical Nurse Shifts-Renewal Year Two						
22	WeekdayRate	1,834	38.62	12	463.44	849948.96
23	Weekend Rate	750	42.48	12	509.76	382320
Health Service Worker/Certified Nursing Assistant Shifts-Renewal Year Two						
25	Weekday Rate	2,084	25.25	12	303	631452

26	Weekend Rate	834	27.77	12	333.24	277922.16
	Renewal Year Three					
	Registered Nurse Shifts-Renewal Year Three					
28	WeekdayRate	650	64.25	12	771	501150
29	WeekendRate	250	70.68	12	848.16	212040
	Licensed Practical Nurse Shifts-Renewal Year Three					
31	Weekday Rate	1,834	39.78	12	477.36	875478.24
32	Weekend Rate	750	43.75	12	525	393750
	Health Service Worker/Certified Nursing Assistant Shifts - Renewal Year Three					
34	Weekday Rate	2,084	26.01	12	312.12	650458.08
35	Weekend Rate	834	28.61	12	343.32	286328.88
					Grand Total	11175933.12

Vendor Information

Printed Name	Arman Dhar					
Title	Account Manager	Company:	Tryfacta, Inc.			
Signature						

Understanding the Acord Certificate of Insurance

- 1. Date the Certificate is prepared.**
- 2. Producer is the Insurance broker that wrote the insurance policies for the insured.**
- 3. Insured is the person or entity for whom the insurance policy is written and to which primary insurance coverage is extended and must be the legal name.**
- 4. Insurance company providing coverage. There may be multiple Insurer companies as different types of policies could be issued by different companies.**
- 5. Types of Insurance:**
 - a. General Liability – Make sure one of the boxes for claims made or occurrence is marked.**
 - b. Automobile Liability**
 - c. Umbrella/Excess Liability**
 - d. Workers Compensation and Employers Liability**
 - e. Other**
- 6. Policy number – should have a number for each type of coverage**
- 7. Policy Effective and Expiration Dates. If the contract falls beyond the expiration date, remember to request a new certificate for the next period.**
- 8. Limits of Insurance – Must be the same or greater than required by the contract.**
 - a. General Liability – Per occurrence, damage to rented premises, personal and advertising injury, general aggregate, and products completed operations**
 - b. Automobile Liability**
 - c. Umbrella/Excess Liability**
 - d. Workers Compensation and Employers Liability**
 - e. Other**
- 9. Description of Operations – This box will contain language if Additional Insured status has been afforded or may provide information regarding events or other type of provisions to the policy. The purpose of being an additional insured on a policy is to provide insurance coverage and rights to defense under the policy.**

This provides the coverage necessary if a claim arises from the actions of the vendor, subcontractor, supplier, etc.

- 10. Certificate Holder is the person or company to whom the Certificate of Insurance is being mailed. No rights, privileges or insurance coverage are extended to a certificate holder. The certificate holder must be named as an Additional Insured in the Description of Operations box.**
- 11. Cancellation Language Outlines the terms for providing notice about cancellation of the policy.**
- 12. Authorized Representative – signed by the authorized representative of the Producer.**



CERTIFICATE OF LIABILITY INSURANCE

1 DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 25301	2	CONTACT NAME:		
		PHONE (A/C, No., EXT):	304-766-2646	FAX (A/C, No.):
		EMAIL ADDRESS:	hjm.underwriting@wv.gov	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: National Union Fire Co of Pittsburgh PA		19445
INSURED SPECIMEN	3	INSURER B:		
		INSURER C:	4	
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBS (R/S) (W/V)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS	8
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		SPECIMEN	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE \$	5
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SPECIMEN	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	5
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	5
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY POLICY IS UNPAID IN REFERENCE TO THE APPLICABLE EXCLUSION (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	SPECIMEN	07/01/2017	07/01/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	5
			STOP GAP				5
							5

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SPECIMEN

CERTIFICATE HOLDER SPECIMEN	CANCELLATION	11
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE	12
	<i>M. Duval</i>	

**QUESTIONS CAN BE DIRECTED TO THE WEST VIRGINIA BOARD OF RISK AND
INSURANCE MANAGEMENT**

(304)766-2646 OR (800)345-4669

OR EMAIL TO:

Robert A. Fisher, Deputy Director: robert.a.fisher@wv.gov

Melody Duke, Underwriting Manager: melody.a.duke@wv.gov

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: TRYFACTA, INC

Authorized Signature:  Date: 08/17/2021

State of California

County of Alameda, to-wit: Adesh Tyagi, President

Taken, subscribed, and sworn to before me this 17 day of August, 2021.

My Commission expires APRIL 12, 2021.

**PLEASE SEE
ATTACHED**

AFFIX SEAL HERE

NOTARY PUBLIC _____

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 17 day of August,
2021 ADESH KUMAR TYAGI

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Purchasing Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date _____

President - TRAFAC TA INC.

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



Tryfacta, Inc. Response for
Solicitation No: CRFQ 0613 VNF2200000001
Description: Direct Care Nursing Staffing Services
Submitted To:
Department of Administration
Purchasing Division
2019 Washington ST E, Charleston WV 25305 US



Submission by: Tryfacta, Inc.
Arman Dhar, Staffing Programs Manager
Address: 110 James St., Hinton, WV 25951
Phone Number: 408-893-5500 & 925-640-3641
Email id: rfp@tryfacta.ai

Responses Due: March 25, 2021 at 13:30





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Cover Letter

Date: 03/24/2021

Attention: David H Pauline
2019 Washington ST E
Charleston WV 25305 US

Subject: Tryfacta response to Solicitation No: CRFQ 0613 VNF2200000001, Description: Direct Care Nursing Staffing Services.

Thank you for providing the opportunity to conduct business with the State of West Virginia, Department of Administration. Tryfacta Inc. is pleased to respond to the Solicitation No: CRFQ 0613 VNF2200000001, Description: Direct Care Nursing Staffing Services that requires capable and qualified vendor(s) to expeditiously source, screen, and provide top-quality candidates with all applicable certifications and licenses needed to perform necessary services to fill agency Direct Care Nursing Staffing Services needs for a diverse range of job classifications. Tryfacta understood that the Department of Administration is looking for vendors who can provide resources like *Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant*.

Incorporated in **March 1996**, Tryfacta has gained **25+ years** of extensive experience in providing Nursing Staffing Services to its various government and commercial clients on diverse platforms. Since our inception, we successfully acquired, managed, and delivered various Nursing Staffing resources (most of these being very similar to the Department of Administration's requirements) and provided thousands of staffing resources on diverse platforms. We have productively handled and completed projects and benefited our clients by providing services with the skill sets as per their requirements. In this process, Tryfacta has come to be considered a trusted Staffing Partner by many diverse organizations, including but not limited to *Fort Bend County, Texas, Travis County, Texas, Dept of Veterans Affairs, California, City and County of San Francisco, California, Stony Brook University Hospital, New York, County of Broome, New York, Atlantic County, New Jersey, State of South Carolina, State of Minnesota, State of California, State of Texas, State of Kansas and many more*. In 2020, Tryfacta successfully recruited and placed around *twelve hundred and eighty [1280] Temporary employees* and managed the payroll for more than *sixteen hundred [1600] temporary employees* in multiple states, local government, and commercial clients.

Tryfacta sincerely looks forward to leveraging our experience in providing Direct Care Nursing Staffing Services and agree with all the requirements mentioned in this Solicitation and acknowledge the receipt of addendum #1. If you have any questions or require additional information, please contact me. I am the authorized representative for our firm, and by submission of this proposal, I am committing to providing the services according to all specified requirements as described and outlined. My direct telephone number, email, and my mailing address are included below.

Cordially,



Arman Dhar, Staffing Programs Manager
Tryfacta, Inc.
Address: 110 James St., Hinton, WV 25951
Phone: 408-893-5500 & 925-640-3641, Email: rfp@tryfacta.ai

Tryfacta Diversity Certificates

Disadvantaged Business Enterprise (DBE) Certified by the Virginia Department of Small Business and Supplier Diversity (VDSBSD)



Ralph S. Northam
Governor
R. Brian Ball
Secretary of Commerce & Trade

COMMONWEALTH of VIRGINIA
Department of Small Business and Supplier Diversity

Jennifer L. Mayton
Interim Director

VIRGINIA UNIFIED CERTIFICATION PROGRAM

January 15, 2021

Ratika Tyagi
Tryfacta, Inc.
4637 Chabot Drive, Suite 100
Pleasanton, CA 94588

Certification Number: DBE 815569

Dear Ms. Ratika Tyagi:

The Virginia Department of Small Business and Supplier Diversity (VDSBSD) has approved the certification of **Tryfacta, Inc.** as Disadvantaged Business Enterprise (DBE) subject to the requirements of the DBE Regulation 49 CFR, Part 26 and all the laws of this state applicable to the transaction of business. Your firm's **Certification Eligibility Period begins with the date identified below. Every year, prior to the anniversary of your certification, you are required to meet the annual submission requirement by submitting documents found online at www.sbsd.virginia.gov to continue in the DBE Program.**

We are pleased to inform you that we have certified your company in the following NAICS Code(s):

519190 - Search engine optimization and website development
541511 - Custom Computer Programming Services
541512 - Computer Systems Design Services
561311 - Employment Placement Agencies
561320 - Temporary Help Services
561330 - Professional Employer Organizations

It is your responsibility to notify VDSBSD immediately of any changes in your firm such as name, address, ownership, officers, or Board of Directors. Please check the accuracy of your internet entry in the DBE Directory at www.sbsd.virginia.gov. Your firm's certification is subject to our review at any time during the year and you may be required to provide any and all relevant documentation. Failure to cooperate by providing the requested information may lead to de-certification.

You may receive management and technical assistance by writing to the Department of Small Business and Supplier Diversity, 101 N. 14th Street, 11th Floor, Richmond, VA 23219, or by calling (804) 786-6585. If you have questions, please contact **Rebecca Bates** at (804) 371-0488 or by email at rebecca.bates@sbsd.virginia.gov.

Sincerely,



Calvin M. Thweatt
Director of DBE Certification and Transportation Business Development

Certification Eligibility Period: Begins: 1/15/2021

101 N. 14th Street, 11th Floor • Richmond, Virginia 23219 • (804) 786-6585 • Fax (804) 786-9736

Minority and Women-owned certified by State of Delaware Office of Supplier Diversity



State of Delaware
Division of Small Business
Office of Supplier Diversity

Tryfacta, Inc.
4637 Chabot Drive
Suite 100
Pleasanton, CA 94588

Certification No.: DE21013721
Certification Date: 01/28/2021
Expiration Date: 01/27/2024

Certification Type: MBE, WBE

(RE)CERTIFICATION

We are pleased to inform you that your application for (re)certification with the Delaware Office of Supplier Diversity (OSD) was approved. Your Certificate is attached for posting in your facility. Your certification is valid for a three year term. You will be notified via email approximately 60 days prior to the expiration date of your certificate so that you may submit a Recertification Affidavit.

Please notify this office of any change in ownership, status, location, or contact information concerning your business. Please visit the OSD website to ensure your company's information is accurate in the online directory, <https://business.delaware.gov/directory-of-certified-businesses/>.

If you have not yet done so, you are encouraged register at www.bids.delaware.gov for Delaware's free Vendor Notification Service to receive state bid information and notice of solicitation postings for the areas of interest to your business; there is a step by step guide to assist you. You can find Business Intelligence for selling to the State and contact lists for every State Agency, Division, School, Municipality and others at our Procurement Portal <http://mymarketplace.delaware.gov>. You will also find tools such as the Selling to the State guide, Strategies for Success, related spend, contract information, and more.

Your company email will be added to the OSD list-serve so that you receive ongoing information from the office and from our resource partners to continue to help you advance your business.

Should you have any questions or comments, please feel welcome to contact our office at:

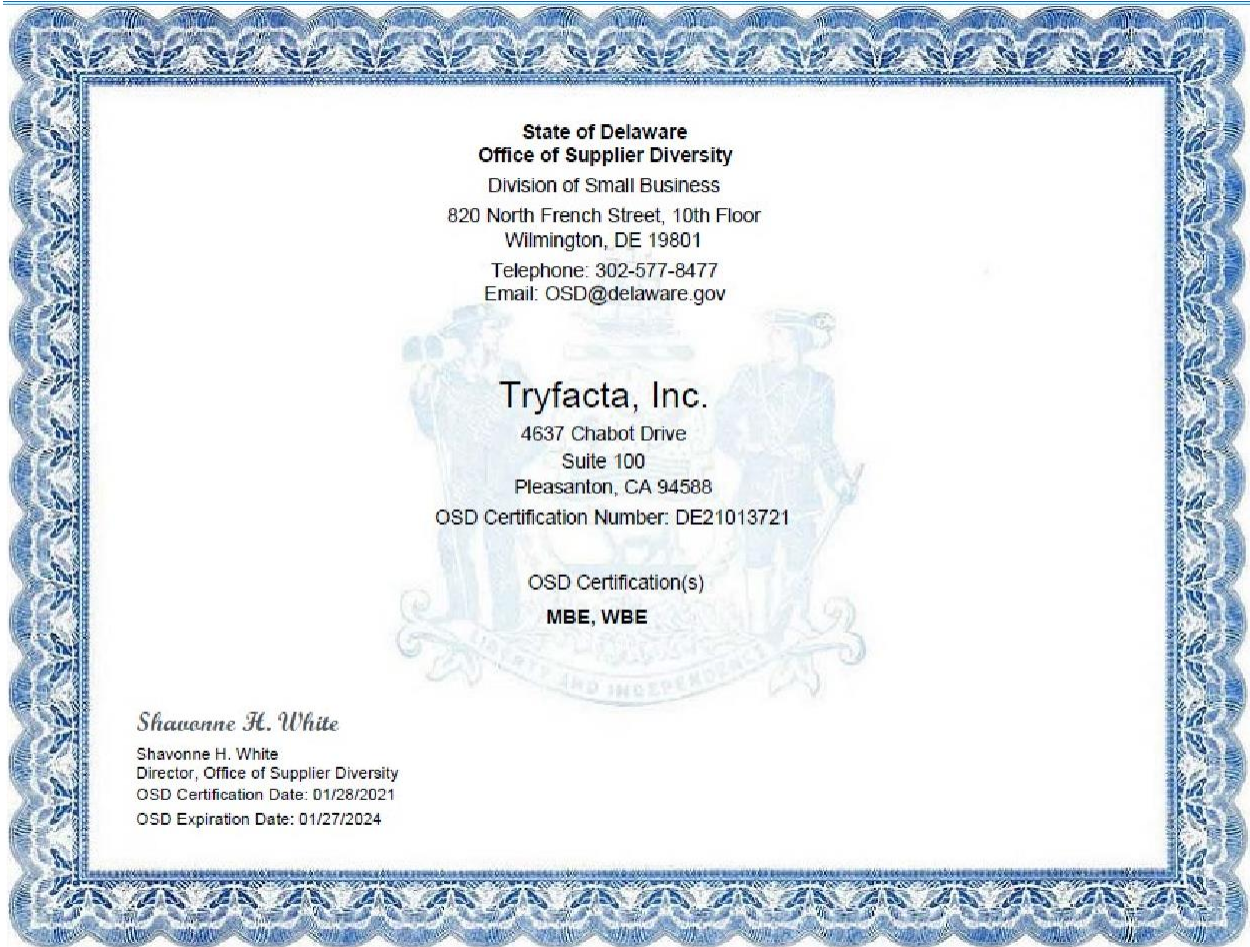
Office of Supplier Diversity
820 North French Street, 10th Floor
Wilmington, DE 19801
Telephone: (302) 577-8477
Fax: (302) 736-7915
Email: osd@delaware.gov

Sincerely,

Shavonne H. White

Shavonne H. White, Director
Office of Supplier Diversity

Carvel State Office Building • 820 North French Street • 10th Floor • Wilmington, DE 19801
Phone: (302) 577-8477 • Fax: (302) 736-7915 • Email: OSD@delaware.gov



Small Diverse Business Certified by Pennsylvania Department of General Services

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that
TRYFACTA, INC.

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s):

Information Technology Goods & Services

CERTIFICATION NUMBER: 543249202007SBM

CERTIFICATION TYPE: SMALL DIVERSE BUSINESS

ISSUE DATE: 07/15/2020

EXPIRATION DATE: 07/07/2022

RECERTIFIED DATE:



Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

Small Business Certified by the Pennsylvania Department of General Services

NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that
TRYFACTA, INC.

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

BUSINESS TYPE(s):

Information Technology Goods & Services

CERTIFICATION NUMBER: **543249-2020-07-SB**

CERTIFICATION TYPE: **SMALL BUSINESS**

ISSUE DATE: **07/07/2020**

EXPIRATION DATE: **07/07/2022**

RECERTIFIED DATE:



Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

Economically Disadvantaged Women-Owned Small Business [EDWOSB] Certified through the U.S. Small Business Administration [SBA]



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416

Date: 2020-01-20 22:13:26 UTC

From: Office of Government Contracting
To: TRYFACTA, INC.

Subject: Documents Uploaded to WOSB Program Repository

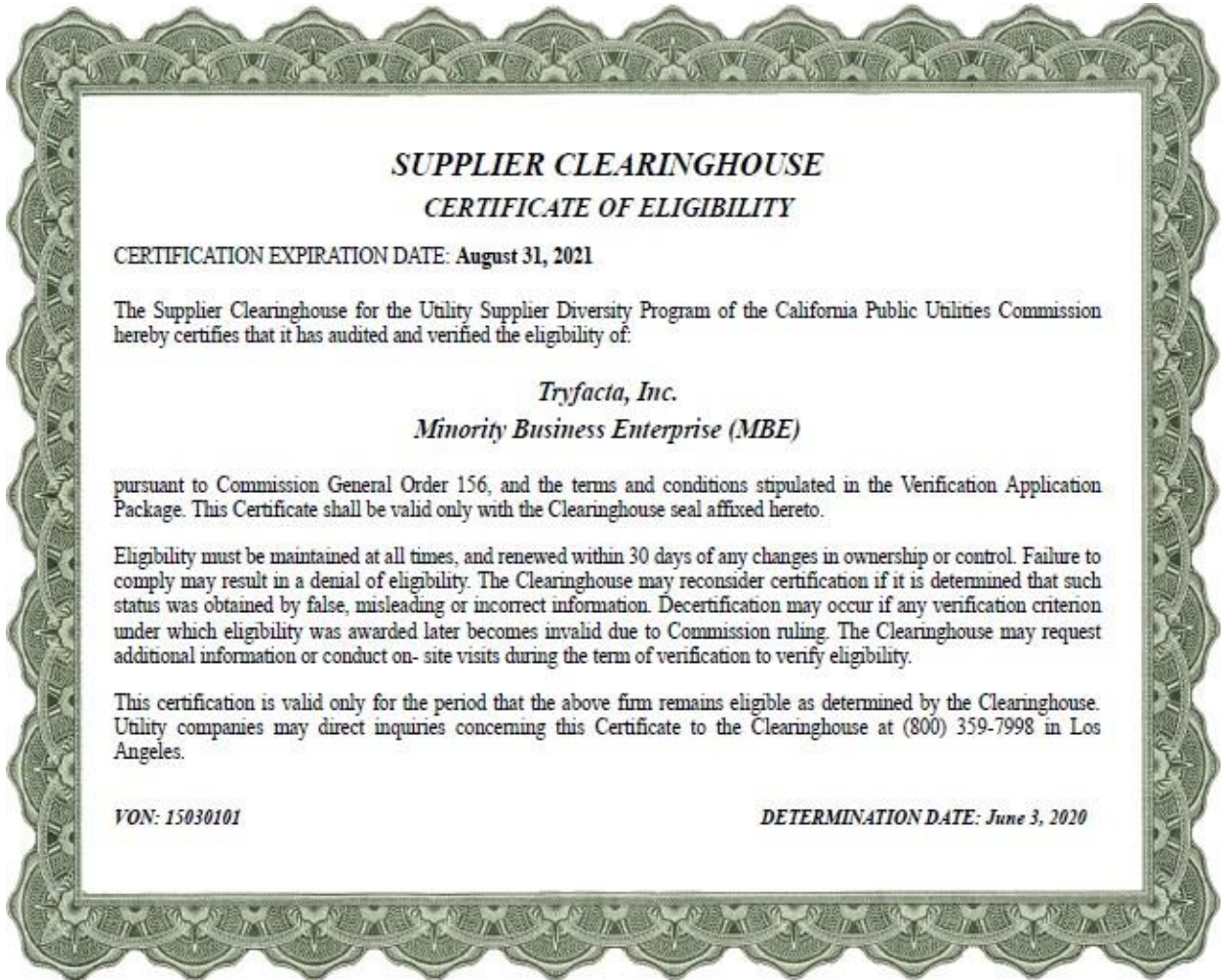
SBA has received documents uploaded by you to the WOSB Program Repository. In order to submit an offer on a contract reserved for competition among EDWOSBs or WOSBs under the WOSB Program, you must be registered in the System for Award Management (SAM.gov), have a current representation posted on SAM.gov that you qualify as an EDWOSB or WOSB, and have provided the required documents to the WOSB Program Repository. 13 C.F.R. 127.300(a). It is your responsibility to ensure you have uploaded all of the documents required by 13 C.F.R. 127.300, remember to log into SAM.gov and update your small business certification status.

You must update your WOSB Program Certification (WOSB or EDWOSB) in the WOSB Program Repository and your EDWOSB/WOSB representations and self-certification in SAM.gov as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The certification and representations are effective for a period of one year from the date of submission or update. You must update the supporting documents submitted to the WOSB Program Repository as necessary to ensure they are kept current, accurate and complete. 13 C.F.R. 127.300(f). In accordance with 13 C.F.R. 127.400, SBA, at its choosing, retains the authority to conduct an Eligibility Examination of your submitted documentation. If this should occur, you will be notified per the regulations.

Sincerely,

U.S. Small Business Administration Office of Government Contracting

Minority Business Enterprise [MBE] Certified by the Supplier Clearinghouse.



Minority Business Enterprise (MBE), Certified by the Western Region Minority Supplier Development Council (WRMSDC)





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**

Proc Folder: 897576		Reason for Modification:	
Doc Description: Addendum No. 2 Direct Care Nursing Staffing Services		Addendum No. 2	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-17	2021-08-30 13:30	CRFQ 0613 VNF220000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

**Vendor
 Signature X**

FEIN# 611732454

DATE September 01, 2021

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

ADDITIONAL INFORMATION

Addendum No. 2 - to move the bid opening from 08/18/2021 to 08/30/2021. The bid opening time remains at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code**Manufacturer****Specification****Model #**

85101601

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Final	Addendum No. 2 Direct Care Nursing Staffing Services	3

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**

Proc Folder: 897576			Reason for Modification: Addendum No.3
Doc Description: Addendum No. 3 Direct Care Nursing Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-18	2021-08-30 13:30	CRFQ 0613 VNF220000001	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X

FEIN# 611732454

DATE September 01, 2021

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

ADDITIONAL INFORMATION

Addendum No. 3 - To provide corrected Exhibit A Pricing Page,
 Added Health Service Worker (HSW) to the Certified Nursing Assistant (CNA) lines. see attached Excel spreadsheet.

Bid opening remains 08/30/2021 at 1:30 pm.

No other changes.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
 Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Final	Addendum No. 3 Direct Care Nursing Staffing Services	3

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**

Proc Folder: 897576		Reason for Modification:	
Doc Description: Addendum No. 4 Direct Care Nursing Staffing Services		Addendum No. 4	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-23	2021-08-30 13:30	CRFQ 0613 VNF220000001	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X

FEIN# 611732454

DATE September 01, 2021

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

ADDITIONAL INFORMATION

Addendum No. 4- To provide Revised Exhibit A Pricing Page to allow for input into HOURLY Rate.,

Bid opening remains 08/30/2021 at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**

DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAY

VETERAN'S NURSING
FACILITY
1 FREEDOMS WAY

CLARKSBURG WV
US

CLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Final	Addendum No. 4 Direct Care Nursing Staffing Services	3

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**

Proc Folder: 897576			Reason for Modification: Addendum No. 5 - To provide Exhibit A Pricing Page Revision 2 dated August 26, 2021
Doc Description: Direct Care Nursing Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-26	2021-09-01 13:30	CRFQ 0613 VNF220000001	6

BID RECEIVING LOCATION


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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street : Hinton
City : West Virginia
State : Country : Summers Zip : 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 611732454 **DATE** September 01, 2021

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

ADDITIONAL INFORMATION

Addendum No. 5

To provide Exhibit A Pricing Page Revision 2 dated August 26, 2021 to correct errors in formulas on the spreadsheet, see attached.

To move bid opening 09/01/2021 at 1:30 pm.

No other changes.

INVOICE TO**SHIP TO**DIVISION OF VETERANS
AFFAIRS
1 FREEDOMS WAYVETERAN'S NURSING
FACILITY
1 FREEDOMS WAYCLARKSBURG WV
USCLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code**Manufacturer****Specification****Model #**

85101601

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Final	Direct Care Nursing Staffing Services	3

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**

Proc Folder: 897576			Reason for Modification:
Doc Description: Direct Care Nursing Staffing Services			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-04	2021-08-18 13:30	CRFQ 0613 VNF220000001	1

BID RECEIVING LOCATION


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

VENDOR

Vendor Customer Code:
Vendor Name : Tryfacta, Inc.
Address : 110 James St.
Street :
City : Hinton
State : West Virginia **Country :** Summers **Zip :** 25951
Principal Contact : Arman Dhar
Vendor Contact Phone: 408-893-5500 & 925-640-3641 **Extension:**

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 611732454 **DATE** 08/18/2021

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	CLARKSBURG	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Direct Care Nursing Services				

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due 10:00 am	2021-08-09

	Document Phase	Document Description	Page
VNF220000001	Final	Direct Care Nursing Staffing Services	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions