NOTICE

Please note that this bid from Saunders Staffing, Inc. for CRFQ VNF2200000001 was received prior to the established bid opening date and time of: September 1st, 2021 as noted on the coversheet, but was not read during bid opening because of technical difficulties.

Guy Nisbet

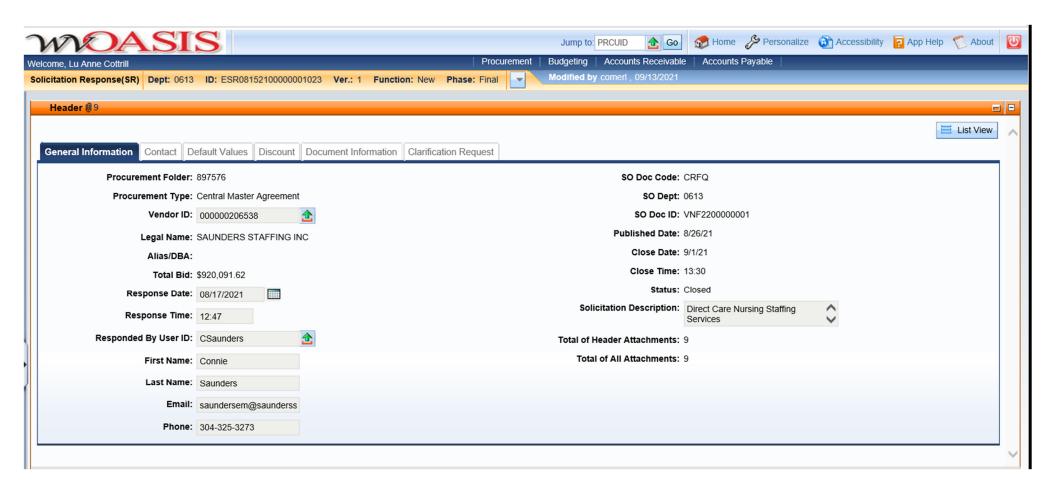
Assistant Purchasing Director



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

Bid Fax: 304-558-3970

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





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 ESR08152100000001023
 1

VENDOR

000000206538

SAUNDERS STAFFING INC

Solicitation Number: CRFQ 0613 VNF2200000001

Total Bid: 920091.619999999953433871269 **Response Date:** 2021-08-17 **Response Time:** 12:47:57

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

Date Printed: Sep 14, 2021 Page: 1 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Direct Care Nursing Services				920091.62

Comm Code	Manufacturer	Specification	Model #	
85101601				

Commodity Line Comments:

Extended Description:

Open-end contract for Direct Care Nursing Services

Date Printed: Sep 14, 2021 Page: 2 FORM ID: WV-PRC-SR-001 2020/05

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLIZOWING SIGNATURE:
Vendor's Name: Augulus Huffing, Luc
Authorized Signature:
State of Vicginia
County of Tazewell to-wit:
Taken, subscribed, and sworn to before me this 17 day of <u>August</u> , 2021.
My Commission expires April 30
AFFIX SEAL HERE

Purchasing Affidavit (Revised 01/19/2018)

COMM. #7034075

NOTARY PUBLIC OMMONWEĄLTŲ OF VIRGINIA

MY COMM. EXPIRES Aval30, 2000



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**

Summur.	····		
Proc Folder:	897576		Reason for Modification:
Doc Description:	Direct Care Nursing Staf		
the contract of the contract o		- · ·	
Proc Type:	Central Master Agreeme	nt	
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-04	2021-08-18 13:30	CRFQ 0613 VNF2200000001	1
BID RECEIVING L	OCATION		
BID CLERK			
DEPARTMENT OF	ADMINISTRATION		
PURCHASING DIV	ISION		
2019 WASHINGTO	N ST E		
CHARLESTON	WV 25305		

VENDOR

US

Vendor Customer Code:

Vendor Name: Saund & 155 taffing, Inc.

Address:

Street: 11/6 5m, 4h, 5a, 5a, te 3/1

888 799-2110

City: Charleston
State: WV Country: US Zip: 2539

Principal Contact: Connie Sauders/Rick Wellons

Vendor Contact Phone: 3 04 3 44 - 4733 Extension: 1009 0 1 1002

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

55.0688283 DATE 8/16/21

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

Date Printed: Aug 4, 2021 Page: 1

FORM ID: WV-PRC-CRFQ-002 2020/05

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		VETERAN'S NURSING FACILITY	
1 FREEDOMS WAY		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				
1.					

Comm Code	Manufacturer	Specification	Model #	
85101601				

Extended Description:

Open-end contract for Direct Care Nursing Services

SCHEDULE OF EVENTS

		a regulare specification and a second se	
<u>Line</u>	<u>Event</u>	Event Date	
1	Technical Questions due 10:00 am	2021-08-09	

	Document Phase	Document Description	Page 3
VNF2200000001		Direct Care Nursing Staffing Services	

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. 1 Addendum No. 1 **Direct Care Nursing Staffing Services** Proc Type: Central Master Agreement Date Issued Solicitation Closes Solicitation No Version 2021-08-11 2021-08-18 13:30 CRFQ 0613 VNF2200000001

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name: Saunders Staffing INC Address: 1116 Smith St Saite 317

Street:

State: Country: US zip: 7530)

Principal Contact: COUNTIL Saurders / Rick Clellons / Casolyn Cosby

Vendor Contact Phone: 304344 4733 Extension: 1001, 1003, 1006

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

Vendor Signature X

david.h.pauline@wv.gov

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

FORM ID: WV-PRC-CRFQ-002 2020/05

UN FEIN# 550688283 DATE 8/16/21

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	3	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

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

	Document Phase	Document Description	Page 3
VNF220000001		Addendum No. 1 Direct Care Nursing Staffing Services	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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).

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.

Name of Agency: Sundos Staffing	THE PROMOTER
Name of Agency: 1901/2013 July 1/19	Name of Associate: ////////////////////////////////////
Signature: Ouce Sunder	Signature:
Title Susident	Title: Sec Tras
Date: 8 /1 \(\varphi\)/\(\alpha\)/	Date: 2/16/21

Form - WVBAA-012004 Amended 06.26.2013

APPROVED AS TO FORM THIS 20 11

Retrick Morrisey
Altorney 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 CLEVENSER

Name of Agency WEST VINCINIA VETERALS NURS

Description of PHI:

Inf ormation 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).

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.
Vonnie Saunders, President / Rick wellons VP
(Name, Title) Sounders President / Rickwellons Sections
(Printed Name and Title) 1116 5 mith 5t veet, Suite 317, Charles ton av 253
(Address) 304-344-4733, 3043256817
(Phone Number) / (Fax Number) Saund ersem (Saund ersstaffing net (email address)
(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.
Sauxelers Staffing Inc
(Company) Company)
(Authorized Signature) (Representative Name, Title)
(Printed Name and Title of Authorized Representative) Resident 1 R. C. K. Wellons (Printed Name and Title of Authorized Representative)
(Printed Name and Title of Authorized Representative) Sec Treas
8/16/21
(Date)
304 344 4733 - 304 - 225-6817
(Phone Number) (Fax Number)

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

- 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: <u>Ophic Aynders</u>

Title: <u>304-344-4133</u>

Cell Phone: <u>304-395-6811</u>

Fax Number: <u>304-395-6811</u>

Saynders on a sounders toffing.

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.

*	Price Sheet Attachment
	Vendor Information
Printed	Name (Opnie Say ders
Title	President company: Salualers Stating In
Signatu	
Phone	Office: 304344-4733 Cell Phone: 304920105
Fax	304.325.6811
Email	Saundersem @ saundersstuffing. net
Email	Saundersem & saunderstuffing. net

CRFQ VNF22*01 - Exhibit A

Direct Care Nursing Staffing Pricing Page

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year	Per-Diem Rate/Unit Price	Extended Total
	Base Year One			
	Registered Nurse Shifts - Base Year One			
1	Weekday Rate	650		\$ -
2	Weekend Rate	250		\$ -
171.	Licensed Practical Nurse Shifts - Base Year One			
4	Weekday Rate	1,834		s -
5	Weekend Rate	750		\$ -
	Certified Nursing Assistant Shifts - Base Year One			
7	Weekday Rate	2,084		\$ -
8	Weekend Rate	834		\$ -
	Renewal Year One			
	Registered Nurse Shifts - Renewal Year One			
10	Weekday Rate	650		\$ -
11	Weekend Rate	250		\$ -
	Licensed Practical Nurse Shifts - Renewal Year One			
13	Weekday Rate	1,834		\$ -
14	Weekend Rate	750		\$ -
	Certified Nursing Assistant Shifts - Base Year One			
16	Weekday Rate	2,084		\$
17	Weekend Rate	834		\$ -
	Renewal Year Two			
	Registered Nurse Shifts - Renewal Year Two			
19	Weekday Rate	650		\$ -
20	Weekend Rate	250		\$ -
	Licensed Practical Nurse Shifts - Renewal Year Two			
22	Weekday Rate	1,834		\$ -
23	Weekend Rate	750		\$ -
	Certified Nursing Assistant Shifts - Renewal Year Two)		
25	Weekday Rate	2,084		\$ -
26	Weekend Rate	834		\$ -
	Renewal Year Three			
	Registered Nurse Shifts - Renewal Year Three			
28	Weekday Rate	650		\$ -
29	Weekend Rate	250		\$ -
	Licensed Practical Nurse Shifts - Renewal Year Three			
31	Weekday Rate	1,834		\$ -
32	Weekend Rate	750		\$ -
	Certified Nursing Assistant Shifts - Renewal Year Thr			
34	Weekday Rate	2,084		\$ -
35	Weekend Rate	834		\$ -
			Grand Total	\$ -

Department of Administration

State of West Virginia

2019 Washington Street East

Purchasing Division Centralized Request for Quote

Post Office Box 50130

Charleston, WV 253054130

Proc Folder:	897576	Reason for Modification:	
Doc Description:	Direct Care Nursing Staf		
Proc Typo:	Central Master Agreeme		
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-04	2021-08-18 13:30	CRFQ 0613 VNF2200000001	I

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR	
Vendor Customer Code:	
/1 -5 cL-a rFf g1	
Vendor Name:	
Address: //J fflit4 fF(67 6 elo7 J1	
Street: /	
City: 'Y,	
State: ,j / Country: (L 3 ZIp:	2230 /
Principal Contact: 2ñ,T/l /441- d251/	
Vendor Contact Phone: /3?5 539 Extension: /t)O '7	
FOR INFORMATION CONTACT THE BUYER	
David H Pauline	
304-558-0067	
david.h.paulinewv.gov	
Vendor	DATE
FEIN#	

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

Date Pdntod: Aug 4,2021 Page: 1FORM ID: WV-PRC-CRFQ002 2020105

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 I Freedom Way, Clarksburg, WV 28301, per the attached documentation.

INVOICE TO - - ISHIPTO

DIVISION OF VETERANS VETERAN'S NURSING

AFFAIRS FACILITY

I FREEDOMS WAY I FREEDOMS WAY

CLARKSBURG WV CLARKSBURG WV

US US Line Comm Ln Desc Qty Unit Issue Unit Price **Total Price Direct Care Nursing Services** [Comm Code Manufacturer Specification Model 85101601 **Extended Description:** Open-end contract for Direct Care Nursing Services ISc.HEDULEOFEVENIS.:. '. Une

Event Date

Technical Questions due 10:00 am 2021-08-09

Date Printed: Aug 4, 2021 Page: 2FORM ID: WV-PRC-CRFQ-002 2020/05

<u>= = </u>				
	Document Phase	Document Description	Page	
			3	
VNF220000000I	Draft	Direct Care Nursing		
		Staffing		
		Services		

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions