



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

Header 1

List View

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

Procurement Folder: 1120188
 Procurement Type: Central Master Agreement
 Vendor ID: VS0000008443
 Legal Name: HOME CARE ADVANTAGE INC
 Alias/DBA:
 Total Bid: \$0.00
 Response Date: 10/25/2022
 Response Time: 13:10
 Responded By User ID: hcadvantage
 First Name: Michael
 Last Name: Gehosky
 Email: m.gehosky@hcastaffing.
 Phone: 724-465-5863

SO Doc Code: CRFQ
 SO Dept: 0613
 SO Doc ID: VNF2300000004
 Published Date: 10/18/22
 Close Date: 10/27/22
 Close Time: 13:30
 Status: Closed
 Solicitation Description: Prequalification of Vendors for DCSS
 Total of Header Attachments: 1
 Total of All Attachments: 1



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

**State of West Virginia
 Solicitation Response**

Proc Folder: 1120188
Solicitation Description: Prequalification of Vendors for DCSS
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-10-27 13:30	SR 0613 ESR10252200000002068	1

VENDOR
 VS0000008443
 HOME CARE ADVANTAGE INC

Solicitation Number: CRFQ 0613 VNF2300000004
Total Bid: 0
Response Date: 2022-10-25
Response Time: 13:10:01
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

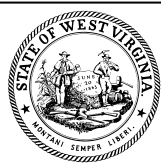
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Nursing services	0.00000	DAY	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Commodity Line Comments:

Extended Description:

Prequalification of Vendors for Direct Care Staffing Service



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: 1120188			Reason for Modification:
Doc Description: Prequalification of Vendors for DCSS			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-13	2022-10-27 13:30	CRFQ 0613 VNF2300000004	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000008443
Vendor Name : Home Care Advantage Inc. DBA HCA Solutions
Address : 1179 South 6th Street
Street :
City : Indiana
State : Pennsylvania **Country :** US **Zip :** 15701
Principal Contact : Larry Manners
Vendor Contact Phone: 1-844-604-7344 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Dr. Michael Jehosky* **FEIN#** 26-3569317 **DATE** 10/18/2022

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, to establish Pre-qualification of Vendors for Direct Care Staffing Services (Nursing: RN, LPN, HSW) at the WV Veterans Nursing Facility located at 1 Freedom's Way, Clarksburg, WV, per the attached documentation.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Nursing services	0.00000	DAY		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
Prequalification of Vendors for Direct Care Staffing Service

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Vendor Technical Questions Dub by 11:00 am est.	2022-10-18

	Document Phase	Document Description	Page
VNF2300000004	Final	Prequalification of Vendors for DCSS	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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 Purchasing Division
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**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1120188		Reason for Modification:	
Doc Description: Prequalification of Vendors for DCSS		Addendum No. 1	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-18	2022-10-27 13:30	CRFQ 0613 VNF2300000004	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000008443
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City : Indiana
State : PA **Country :** US **Zip :** 15701
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

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Vendor Signature X *Dr. Michael Jehosky* **FEIN#** 26-3569317 **DATE** 10/19/2022

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

ADDITIONAL INFORMATION

Addendum No. 1

To publish responses to vendor technical questions, see attached.

Bid opening remains October 27, 2022 at 1:30 pm est.

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	Nursing services	0.00000	DAY		

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

85101601

Extended Description:

Prequalification of Vendors for Direct Care Staffing Service

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VNF2300000004	Draft	Prequalification of Vendors for DCSS	3

ADDITIONAL TERMS AND CONDITIONS

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SOLICITATION NUMBER: CRFQ VNF2300000004
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ VNF2300000004 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 respond to vendor technical questions, see attached.**
- 2. Bid opening date and time remains October 27, 2022, 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 0613 VNF2300000004

DCSS Prequalification Bid

Addendum 1 - Questions & Responses

QUESTION 1: Technical questions regarding inputting of information correctly into the online bid: Under Group 1 Default Commodity Group Are you looking to have individual modalities (Health service worker, CNA, LPN, and RN) all listed here or are these supposed to be left blank?

- a. Additionally, if these are left here, do you prefer to have 1 line per modality listed? Does the "Delivery days" pertain to a specific number?
- b. Lastly, if this information does not go here, do we simply leave it blank?

ANSWER 1: Do not enter or provide any pricing information. This award is based on Vendor Qualifications only. Pricing will be requested separately under the "Requests for Bids". See Specifications Section 5.

QUESTION 2: Along with the 37 page solicitation document, do you have a preference on how you would like potential bill rates to be presented? I did not see a pricing list available to complete and wanted to ensure I was uploading and providing this correctly.

ANSWER 2: Do not enter or provide any pricing information. This award is based on Vendor Qualifications only. Pricing will be requested separately under the "Requests for Bids". See Specifications Section 5.

QUESTION 3: Can you please answer section 4.1 to confirm what is meant by "purchase order?"

ANSWER 3: The purchase order will be the Award Document as defined in the General Terms & Conditions.

QUESTION 4: Does this mean each time there is a need a RFQ will drop for agencies to fill open needs and/or does it mean it will be awarded to a pool of vendors and the request to fill will be sent out each month?

ANSWER 4: See Specifications Section 5. The frequency of Requests for Bids is undetermined. The Requests for Bids will be sent to Prequalified Vendors only. Schedules will continue to be sent out monthly, first to the lowest bidder, then the next lowest, and so on.

QUESTION 5: Can you confirm if you will be sending out a pricing table for us to complete

ANSWER 5: Yes, with the Requests for Bids. See Specifications Section 5.2

QUESTION 6: You only have one line for nurses day shift. What is the method of representing one day for all nurse positions? Not sure what number you are looking for. A total of all three positions for 12 hours totaled perhaps?

ANSWER 6: Do not enter or provide any pricing information. This award is based on Vendor Qualifications only. Pricing will be requested separately under the “Requests for Bids”. See Specifications Section 5.

END OF ADDENDUM 1 – QUESTIONS & ANSWERS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF2300000004

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.

Home Care Advantage Inc. DBA HCA Solutions
Company

Dr. Michael Gohosky
Authorized Signature

10/19/2022

Date

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



Department of Administration
 Purchasing Division
 2019 Washington Street East
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State of West Virginia
 Centralized Request for Quote

Proc Folder: 1120188
Doc Description: Prequalification of Vendors for DCSS
Reason for Modification: Addendum No. 1
Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-18	2022-10-27 13:30	CRFQ 0613 VNF2300000004	2

BID RECEIVING LOCATION

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 2019 WASHINGTON ST E
 CHARLESTON WV 25305
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VENDOR

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Street :
City : Indiana
State : Pennsylvania **Country :** US **Zip :** 15701
Principal Contact : Larry Manners
Vendor Contact Phone: 1-844-604-7344 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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Vendor Signature X *Dr. Michael Jehosky* **FEIN#** 26-3569317 **DATE** 10/19/2022

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No other changes.

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1 FREEDOMS WAYCLARKSBURG WV
USCLARKSBURG WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Nursing services	0.00000	DAY		

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

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Extended Description:

Prequalification of Vendors for Direct Care Staffing Service

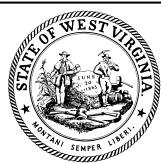
SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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ADDITIONAL INFORMATION

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
Prequalification of Vendors for Direct Care Staffing Service

SCHEDULE OF EVENTS

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ADDITIONAL TERMS AND CONDITIONS

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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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline:

Submit Questions to:
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email:

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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. 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 _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

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:

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: 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: 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 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. 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.

23. EMAIL 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.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor’s act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

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: The Initial Contract Term will be for a period of _____
_____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 _____ 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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.

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 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: _____ per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

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

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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

Revised 09/12/2022

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) _____

(Address) _____

(Phone Number) / (Fax Number) _____

(email address) _____

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)

Dr. Michael Gehosky

(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative) (Date)

(Phone Number) (Fax Number)

(Email Address)

REQUEST FOR PREQUALIFICATION OF VENDORS – CRFQ VNF23*04
Direct Care Staffing Services

PREQUALIFICATION AGREEMENT SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting this request for prequalification of vendors on behalf of the WV Veterans Nursing Facility located at 1 Freedom Way, Clarksburg, WV 26301.

The purpose of the Prequalification Agreement is to establish vendors from which the WVVNF can subsequently request bids for Nursing Staff as defined herein.

- 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 “**ADON**” means Assistant Director of Nursing.
- 2.2 “**Agency Staff**” or “**Nursing Staff**” or “**Healthcare Professionals**” means RN’s, LPN’s and/or HSW’s (aka, CNA’s)
- 2.3 “**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.
- 2.4 “**CNA**” means Certified Nursing Assistant (aka, HSW’s).
- 2.5 “**Contract Item**” means the list of items identified in Section 4 below.
- 2.6 “**Delegated Prequalification Bidding**” means the Agency will obtain bids from the Prequalified Vendor as needed.
- 2.7 “**DON**” means Director of Nursing.
- 2.8 “**Facility or Agency or WVVNF**” means the WV Veterans Nursing Facility located at 1 Freedom Way Clarksburg, WV 26301
- 2.9 “**Healthcare Professionals**” “**Agency Staff**” or “**Nursing Staff**” means RN’s, LPN’s and/or HSW’s (aka, CNA’s)
- 2.10 “**Holidays**” means those days the Facility recognizes as holidays and as defined in Section 4.32 below. Shift differential, when applicable, shall not be increased for holiday or important day rates.
- 2.11 “**HSW**” means Health Services Worker. All HSW’s must be CNA’s.

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- 2.12 **“Important Dates”** means those days the Facility recognized as “Important Dates” and as defined in Section 4.33 below. Shift differential, when applicable, shall not be increased for holiday or important day rates.
- 2.13 **“LPN”** means Licensed Practical Nurse.
- 2.14 **“Meal Pass”** means plating food and serving meals, snacks or drinks to residents either in the dining area or in the resident’s room.
- 2.15 **“Nursing Staff” or “Agency Staff” or “Healthcare Professionals”** means RN’s, LPN’s and/or HSW’s (aka, CNA’s)
- 2.16 **“Overtime”** means hours worked over 40 hours in a Work Week and paid at one-and-a-half (1 ½) times the regular hourly rate.
- 2.17 **“Per Diem”** means an allowance or payment made for each workday. Requests for bids will request hourly rates, not per diem rates.
- 2.18 **“Point Click Care”** means the medical records software utilized by the facility.
- 2.19 **“Prequalified Vendors”** means vendors meeting all Vendor Qualifications and awarded a Prequalified Vendor Agreement.
- 2.20 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals used to evaluate the vendor’s bid.
- 2.21 **“PRN”** is an acronym of the Latin term “pro re nata”. The term itself can be translated to mean “when necessary” or “as needed”. A PRN nurse is a nurse who is willing to work on an as-needed basis, or on-demand.
- 2.22 **“Requests for Bids”** means the solicitation from the Facility identifying the nursing staff needed and requesting pricing from the Prequalified Vendors prior to or at such time of need.
- 2.23 **“RN”** means Registered Nurse.
- 2.24 **“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. Shift differential, when applicable, shall not be increased for holiday or other important day rates.
- 2.25 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.26 **“Staffing Agency or Vendor”** means the prospective Vendor. Contracts may only be awarded to Prequalified Vendors, and only after the delegated bidding process.

REQUEST FOR PREQUALIFICATION OF VENDORS – CRFQ VNF23*04
Direct Care Staffing Services

- 2.27 **“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.
- 2.28 **“Weekend”** means the hours between Saturday at 12:01 a.m. and Sunday at midnight.
- 2.29 **“Work Week”** means the seven (7) day period beginning on Saturday at 12:01 a.m. and ending the following Friday at midnight.
- 2.30 **“WV Cares”** means the West Virginia Clearance for Access: Registry and Employment Screening administrated by the WV Department of Health and Human Resources (DHHR) to conduct background checks on all prospective direct patient access employees.
- 2.31 **“Vendor or Staffing Agency”** means the prospective Vendor. Contracts may only be awarded to Prequalified Vendors, and only after the delegated bidding process.

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 Vendor shall conduct business during normal working hours and be accessible twenty-four (24) hours a day, seven (7) days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.
- 3.3 Vendor must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.
- 3.4 Vendor must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.
- 3.5 All vendors are required to be registered with WVCARES (WV Clearance for Access: Registry & Employment Screening) through the WVDHHR (WV Department of Health and Human Resources) to complete the eligibility requirements for employment in Long Term Care. Each vendor must be set up to complete the eligibility process within 15 days of being awarded the contract.

REQUEST FOR PREQUALIFICATION OF VENDORS – CRFQ VNF23*04
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3.6 Vendors must provide the following documented plans with their response to the Request for Prequalification of Vendors:

3.6.1 Plan for coverage of all shifts requested including weekends, holidays, call-offs, and vacations.

3.6.2 Recruiting plan detailing how vendor plans to recruit nursing staff in the Clarksburg, WV area.

4. MANDATORY CONTRACT ITEMS AND DELIVERABLES: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the following mandatory requirements:

4.1 This will be a multiple award contract. Contracts will be awarded only to prequalified vendors. The Agency will request quotes from each prequalified vendor as needed. The Agency shall then award the contract/purchase order to the lowest responsible bidder. The Agency shall reject any bid that fails to comply with the requirements contained in the prequalification agreement and request for bids.

4.2 Prequalified vendors may bid on (1) or (all) disciplines including, RN, LPN and HSW.

4.3 Prequalified 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. (“PRN”). Assignments may also be for specified periods of time as agreed upon in writing by the Facility and the vendor, for example, a 13-week contract (“term”). The requests for bids are further described in Section 5 below.

4.4 Prequalified vendors must provide qualified healthcare professionals to accommodate the Facility’s needs and must comply with all Facility policies and procedures, Federal and State statutory and regulatory requirements, and standards for applicable accreditation and licensure bodies.

4.5 Prequalified vendors shall provide the Facility with information on each Agency Staff member prior to placement in the Facility and according to the state and federal standards. Any deviation from this requirement must be agreed to in writing by the Vendor and the Facility. These items will be provided at Vendor’s cost and include, but are not limited to:

4.5.1 Background check through WV Cares

4.5.2 Twelve-panel drug screening

4.5.3 Completed application or resume as proof of experience, with references.

4.5.4 CPR Certification

4.5.5 Confidentiality agreement

REQUEST FOR PREQUALIFICATION OF VENDORS – CRFQ VNF23*04
Direct Care Staffing Services

- 4.5.6 WV Food Handlers Card
- 4.5.7 Other documents as requested, such as current physical examination, immunization records, and licensure confirmation.
- 4.6 Prequalified 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.
- 4.7 Prequalified vendors shall ensure the following regarding the staff to be provided:
 - 4.7.1 Has completed the required training and education.
 - 4.7.2 Possess a current valid certification and/or professional license with the State of West Virginia.
 - 4.7.3 Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series by providing copies of the results of these immunizations.
 - 4.7.4 Complete an orientation packet or attend Facility orientation, PCC Training and Administration Training as part of orientation.
- 4.8 Prequalified vendors must provide all Nursing Staff paperwork to the Facility and receive approval from the Facility before any Nursing Staff arrives at the Facility for orientation.
- 4.9 Prequalified vendors shall ensure that all staff participate in competency assessments which includes age-specific and cultural competencies for residents as provided by the facility as part of orientation or training and comply with its ongoing training programs.
- 4.10 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 recertification requirement.
- 4.11 Hours spent in orientation and training as required by the Facility shall be paid by the Facility at normal hourly rates, but only if the following requirements are met:
 - 4.11.1 Agency Staff must work at least two (2) full shifts, or 24 hours, within 10 days following training.
 - 4.11.2 If Agency Staff does not work at least 24 hours in the 10 days following training/orientation, the vendor will **not** be paid for Agency Staff's hours spent in training/orientation.

REQUEST FOR PREQUALIFICATION OF VENDORS – CRFQ VNF23*04
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- 4.11.3 Call-offs during orientation are inexcusable except in the event of COVID or extreme emergency. Vendors must advise their staff NOT to call off during orientation.
- 4.12 Prequalified vendors 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.
- 4.13 Prequalified vendors acknowledge that for shifts that occur during the change to and from Daylight Saving Time:
- 4.13.1 With the ending of standard time and the beginning of Daylight-Savings 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.
- 4.13.2 With the ending of Daylight-Savings 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.
- 4.14 Prequalified 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.
- 4.15 Prequalified vendors 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:
- 4.15.1 No Call No Shows: Any individual not showing up to work a scheduled shift and/or not calling in at least 2 hours in advance may be told not to return to the Facility.
- 4.15.2 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.
- 4.15.3 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

Direct Care Staffing Services

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.

- 4.15.4 All Staffing Agency's employees must attend mandatory meetings and in-services. If staff miss two (2) or more meetings per aggregate 12-month period, they may be told not to return to the Facility.
- 4.15.5 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.
- 4.15.6 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.
- 4.16 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 unless otherwise agreed in writing. The same applies should an LPN or RN cover for an HSW.
 - 4.16.1 Substitution of an LPN for an RN will not be allowed.
 - 4.16.2 Substitution of a HSW for an LPN will not be allowed.
 - 4.16.3 Facility may at times request an RN to cover an LPN or HSW shift and will pay the RN rate for such request when agreed in writing.
 - 4.16.4 Facility may at times request an LPN to cover a HSW shift and will pay the LPN rate for such request when agreed in writing.
- 4.17 Vendor will agree to provide 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.
- 4.18 If an Agency Staff member calls off, that staffing agency must make every possible effort to fill the shift with another Agency Staff member.
- 4.19 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.

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- 4.20 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.
- 4.21 Vendor must provide a list of all Nursing Staff actively employed at the Facility on a quarterly basis. List will include updated names and phone numbers.
- 4.22 Vendor must provide an updated personnel file for each Agency Staff member at least annually or upon request by the Facility.
- 4.23 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.
- 4.24 All Agency Staff must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during orientation.
- 4.25 Agency Staff calling off must phone the facility and must speak to the RN Supervisor and call their staffing agency at least two (2) hours prior to their scheduled shift. Voicemails are not acceptable.
- 4.26 Employees are to follow the chain of command set forth at our facility. Any issues must be addressed first to the LPN, then RN supervisor, then RN unit manager, then the ADON and DON.
- 4.27 Agency Staff will work four (4) weekend shifts and one (1) Friday per month with a Staffing Agency rotation schedule. Weekend shifts include Day Shifts Saturday and Sunday and Night Shifts Friday, Saturday, and Sunday.
- 4.28 WVVNF does not honor any restrictions on lifting or hours for contracted staff. If nursing staff have lifting or hour restrictions, Vendor may not schedule them to work.
- 4.29 Holidays paid include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
 - 4.29.1 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.
 - 4.29.2 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, beginning at 12:01 A.M. on the paid holiday.

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- 4.29.2.1 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.
- 4.29.3 Agency Staff must be provided on Holidays with a rotation schedule to be provided by the Vendor at least one month prior to the date.
- 4.30 Other important dates will include Easter Sunday, Mother’s Day, Father’s Day, Christmas Eve, New Year’s Eve, Veterans Day, and Black Friday.
- 4.30.1 Vendor employees cannot call off the day before or the day after Important Date paid time. Vendor employees calling off the day before or the day after a paid Important Date may be required to forfeit their Important Date Pay.
- 4.30.2 The pay rate for hours worked on a paid Important Date will be one and a half times the regular rate (1 ½ times) for up to 8 hours worked on the other important date, beginning at 12:01 A.M. on the other important date.
- 4.30.2.1 For clarification and example, staff working from 7 a.m. to 7 p.m. on Other Important Date with a regular rate of \$25 per hour will be paid 8 hours at \$37.50 per hour plus 4 hours at \$25 per hour.
- 4.30.3 Agency Staff must be provided on Other Important Dates with a rotation schedule to be provided by the Vendor at least one month prior to the date.
- 4.31 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 any Staffing Agency.
- 4.32 The Facility agrees to pay overtime for hours worked over forty (40) hours per work week at one-and-a-half (1 ½) times the regular rate.
- 4.33 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.
- 4.34 Any Nursing Staff wishing to trade shifts with another nurse or offering to cover a shift for a state employed nurse, must make such requests through the Vendor. Agency staff may not work any shift that has not been approved by the Vendor and/or the Facility.

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4.35 **Registered Nurses:**

- 4.35.1 RN's must hold a valid WV Registered Nurse License.
- 4.35.2 RN's must be licensed and is good standing with the West Virginia Board of Nurses.
- 4.35.3 RN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 4.35.4 RN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
- 4.35.5 RN's could oversee the work of other RN's, LPN's and/or HSW's, as assigned.
- 4.35.6 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.
- 4.35.7 RN's must administer medications as prescribed by treating Physician(s).
- 4.35.8 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.
- 4.35.9 RN's must oversee all medical related emergencies.
- 4.35.10 RN's will provide for the emotional and physical comfort and safety of the residents.
- 4.35.11 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 HIPPA Regulations.
- 4.35.12 RN's must adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.35.13 New graduates will have an extended orientation with an RN Supervisor

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4.36 Licensed Practical Nurses:

- 4.36.1 LPN's must be licensed and in good standing with the West Virginia Board of Nurses.
- 4.36.2 LPN's must hold a valid WV Licensed Practical Nurse License.
- 4.36.3 LPN's must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 4.36.4 LPN's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
- 4.36.5 LPN's must assist professional nursing and medical staff in providing direct nursing care to patients, including medical treatments, administering medications, giving injections, and assisting in care planning and recording.
- 4.36.6 LPN's must take and record temperatures, blood pressure, pulse and respirations; collect specimens for testing; administer medication according to the Physician Order.
- 4.36.7 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.
- 4.36.8 LPN's must screen residents and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination area; give injections and immunizations; instruct residents in the use of medications and possible side effects.
- 4.36.9 LPN's will provide for the emotional and physical comfort and safety of the residents.
- 4.36.10 LPN's must assist patients (residents) with activities of daily living such as grooming and personal hygiene.
- 4.36.11 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 HIPPA regulations.
- 4.36.12 LPN's must adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.36.13 New graduates will have an extended orientation with an LPN Supervisor.

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4.37 Health Service Workers:

- 4.37.1 Health Service Workers must be Certified Nursing Assistants, certified and in good standing with the West Virginia Nurse Aide Registry.
- 4.37.2 HSW's must hold a valid Certification as a WV Certified Nurse Assistant (CNA).
- 4.37.3 HSW's must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 4.37.4 HSW's must possess a current and valid Food Handlers Card. All vendor staff will be required to assist with meal pass.
- 4.37.5 HSW's will be responsible for direct care services to residents in a Nursing Home Long Term Care Setting.
- 4.37.6 HSW's must provide support and assistance with daily activities as directed by supervisor.
- 4.37.7 HSW's must adhere to the mandatory overtime policy and guidelines set by the facility.
- 4.37.8 HSW's must have a high school diploma or GED.
- 4.37.9 New graduates will have an extended orientation with an HSW Supervisor.

5. PREQUALIFICATION AWARD AND REQUESTS FOR BIDS:

- 5.1 **Vendor Prequalification:** The purpose of this agreement is to establish a pool of prequalified vendors to provide the services listed in Section 4 "Mandatory Contract Items and Deliverables".

The vendors responding to this "Request for Prequalification of Vendors" solicitation and meeting the qualifications in Section 3 "Vendor Qualifications" will be awarded a Vendor Prequalification Agreement.

The Vendor Prequalification Agreement will enable those vendors to submit bids upon request.

Prequalification Agreements are limited to a term of not more than three (3) years.

REQUEST FOR PREQUALIFICATION OF VENDORS – CRFQ VNF23*04
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- 5.2 **Requests for Bids:** All prequalified vendors will be sent requests for bids when services are needed. The request for bids will contain the following:
- 5.2.1 Whether PRN or Term contract
 - 5.2.2 Description of needs (RN, LPN and/or HSW)
 - 5.2.3 Quantity of services to include estimated number of hours for a specific date range
 - 5.2.4 Pricing Page to be completed by the vendor
 - 5.2.5 The deadline (opening date and time) by which the vendors must submit bids
 - 5.2.6 The location to which bids must be submitted
- 5.3 **Evaluation of Bids:** The Facility shall evaluate the bids received to ensure they comply with the requirements contained in the prequalification agreement and the requests for bids.
- 5.4 **Award of Bids:** The Facility shall award the contract/purchase order to the responsible bidders with the lowest overall total cost. This will be a progressive award contract with all prequalified vendors that respond to the bid request. Awards will be prioritized by lowest overall total cost. For example, if Vendor A (lowest bid) cannot meet the needs, the facility shall move to the next lowest bid (Vendor B) and so on.
6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance in writing as outlined in the Request for Bid. Vendor shall perform in accordance with the Vendor Prequalification Agreement, Request for Bid, General Terms & Conditions and any contracts or purchase orders that may be issued by the Facility.
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. Vendor shall submit one invoice per week for each level of nursing staff, along with a copy of the Agency staff member's signed timesheet as backup documentation. All timesheets must be signed and approved by Facility's designee prior to being invoiced. No release is permitted to exceed one million dollars (\$1,000,000.00).
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 Hourly Rate listed on Vendor's bid in response to a Request for Bid, but such costs will not be paid by the agency separately.

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- 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. Vendor 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 and/or key that is 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.
 - 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 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.

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11. MISCELLANEOUS:

- 11.1. Manager:** Prequalified vendors must designate and maintain a primary manager responsible for overseeing Vendor's responsibilities under the Prequalification Agreement. The manager must be available during normal business hours to address any customer service or other issues related to the agreement. Vendor shall supply its Manager contact information upon request.
- 11.2. Emergency Contact:** Prequalified vendors 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. Prequalified vendors shall supply its emergency contact information upon request.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2022

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 London & Norfolk LTD 999 Waterside Drive Ste 1010 Norfolk VA 23510	CONTACT NAME: Jacqueline Spurrier PHONE (A/C. No. Ext): 757-623-0003 E-MAIL ADDRESS: jspurrier@LNorfolk.com		FAX (A/C. No.): 757-623-0004
	INSURER(S) AFFORDING COVERAGE		
INSURED Home Care Advantage, Inc. DBA HCA Staffing DBA HCA Solutions 1179 S. 6th Street Indiana PA 15701	HOME-C-2	INSURER A : L M Insurance Corp A/Risk	
		INSURER B : KEMI Financial Services	
		INSURER C : TDC Specialty Ins Co	
		INSURER D : Travelers Ins Co	
		INSURER E : Texas Mutual Ins Co	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 2140048716

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MFP-02104-22-01	9/18/2022	9/18/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
C	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MFP-02104-22-01	9/18/2022	9/18/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A B D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC5-39S-710224-022 433420 6G469992 0002074872	10/9/2022 3/5/2022 11/3/2021 3/9/2022	10/9/2023 3/5/2023 11/3/2022 3/9/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C E	Professional Liability Crime			MFP-02104-22-01 J06071879	9/18/2022 9/18/2022	9/18/2023 9/18/2023	Limit per Claim Aggregate Crime Limit/Ded	\$1,000,000 \$3,000,000 \$1,000,000/\$10,000

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

WC Coverage in FL (11/3/21 - 11/3/22)
 WC Coverage in KY (3/5/22 - 3/5/23)
 WC Coverage in DE, IL, VA, WV, NJ, KS (10/9/22 - 10/9/23)
 WC Coverage in TX (3/9/22 - 3/9/23)
 WC Coverage in MA (7/7/22 - 7/7/23)

CERTIFICATE HOLDER**CANCELLATION**

WV Veterans Facility
 1 Freedom Way
 Clarksburg WV 26301

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

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INVITATION FOR BIDS

CRFQ 0613 VNF2300000004

DATE: OCTOBER 27, 2022

**PREQUALIFICATION OF VENDORS FOR DIRECT CARE STAFFING
SERVICE**

PRESENTED TO:

**STATE OF WEST VIRGINIA
WV VETERANS NURSING FACILITY**

PRESENTED BY:



**HCA Solutions
HCA Staffing
1179 South 6th Street
Indiana PA, 15701**

Certified SDVOSB and HUBZone

EIN : 26-3569317
CAGE Code: 66ZF4
DUNS: 002573394

Point of Contact:

Dr. Michael Gehosky, President
Office: 844-604-7344 | Mobile: 724-422-9665
Fax: 724-471-2999 | m.gehosky@hcasolutions.net

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on all sheets of this proposal.

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1.0 QUALIFICATIONS AND EXPERIENCE

Experienced Staffing Organization: HCA has been in the temporary medical staffing industry since 2009 performing across all levels of Government. We have staffed every labor category defined in this proposal and have direct experience managing large, complex contracts. We have the resources, experience, and highly qualified personnel to ensure success of the contract. HCA's performance in staffing, along with our corporate mission to make the complex appear simple, is further supported by our private, single-owner corporate profile that puts a premium on innovation and customer satisfaction. Our organization's understanding of complex staffing requirements is grounded in our key leadership personnel who have been in the government contracting business for decades. Customer engagement and satisfaction drive our technical and management definitions of success.

Supportive Corporate Office: Our corporate office serves as a backstop and functions in support ensuring all resources are available, which include policies, regulations, deliverables, sourcing, vetting, credentialing, onboarding, finance, and additional contract oversight through our program management office, systems, and processes. Our project management staff is backed by extensive resources at our corporate office, with a team of recruiters, human resources staff, financial support, and extensive other resources available for contract excellence.

Comprehensive Recruiting and Retention Programs: Our recruiting methodology targets hard to recruit areas through multiple resources to capture qualified candidates. We use efficient, trusted methods - along with new, emerging concepts and technology - to identify qualified candidates by matching job descriptions to resumes, then conducting an extensive vetting process to identify the most qualified candidates prior to presenting them to the customer.

HCA uses various methods for employee retention. Understanding turnover is critical, we are always testing new ideas and soliciting input from our employees, marketplace, competition, and customers. We utilize methods such as market-based salaries and benefits, training and professional development opportunities, recognition and rewards systems, work-life balance, transparent leadership, and more.

1.1 PREVIOUS EXPERIENCE WITH SIMILAR SERVICES

HCA has successfully managed and executed multiple prime contracts for numerous state and government agencies. These programs have given HCA the full spectrum of program and functional management experience required to successfully execute this Temporary Medical Employees contract.

1.1.1 Past Performance Reference 1

RELATED EXPERIENCE REFERENCE 1	
Contracting Organization:	Commonwealth of VA Division of Purchases & Supply (DPS) 1111 East Broad Street, Richmond, Virginia 23212
Contracting Officer:	Shawnda Brown, Purchasing Officer, 804-786-3858, shawnda.brown@dgs.virginia.gov
Contracting Officer's Representative:	Tollen Thurber, Program Support Technician, 804-205-3723 tollen.thurber@vdh.virginia.gov
Contract Name:	Virginia Statewide Staffing Contract

Use or disclosure of data on this page is subject to the restrictions on the title page of this proposal.

Contract Number:	E194-75647
Contract Type:	FFP/MATO/IDIQ
Total Contract Value:	\$7,200,000.00
Prime or Subcontractor:	Prime
Period of Performance:	August 2017 – August 2022
Place of Performance:	Throughout state of Commonwealth of Virginia

Description of Contract Work Performed:

HCA has been a prime contractor for the Commonwealth of Virginia’s Statewide Staffing contract since 2017. This entails servicing the entire state of Virginia for more than 200 Government entities, composed of more than 50 labor categories ranging from interpreters, administrative staff, ancillary and professional staff, staff nurses, doctors, counselors, practitioners, direct service associates, and more. Many of the locations are Department of Health facilities, prisons, hospitals, veteran centers, and universities. We currently have more than 60 staff employed throughout the state, filling positions at more than 25 geographically dispersed locations on independently issued task orders. We have seen a large uptick of hiring, due to facilities reopening and expanding operations and the need for vaccination teams, complicating the work demands within the department of health units, not only in Virginia but across dozens of states. It is imperative that the state retain all their medical staff through a company that offers more than compensation for hours worked. HCA offers, additional benefits to each employee, such as healthcare, vision, dental, a 401K, paid time off, holidays, short- and long-term liability and additional supplemental insurances tailored to employee need.

HCA works with each agency within the state and performs all administrative duties from the issued request to final hiring and monitoring. HCA is responsible for the recruiting, identifying, vetting, hiring, training, travel requirements (per-diem), and onboarding of staff. Each entity has the authority to select the candidate and hold interviews to ensure the individual will be successful not only in their job duties, but also in the culture of the entity.

The Commonwealth of Virginia and each individual hiring entity issue an individual purchase order agreement which may range from six months to one year, depending on internal budget requirements. HCA holds multiple iterations for a large majority of the purchase orders that are extended based on our successful performance and the entity’s budgeting requirements and needs.

Relevancy to the Temporary Medical Employees Contract:

This contract is identical in size, magnitude, and complexity as outlined in the statement of work as demonstrated below. This experience includes providing and managing personnel serving in medical staffing roles to an organization of similar size in a government environment.

IDIQ/Basic Ordering Agreement (BOA)-based Contract for Personnel Services: The contract operates based on IDIQ basis. As a staffing need arises, each end-user entity reaches out to our organization and identifies the request, duration, specific labor category, and timeframe for the request. Each position on the contract is issued on an individual purchasing order with an average contract length from six (6) months to one (1) year. We work with each agency with the Commonwealth and perform all administrative duties from issued request to final onboarding. The Commonwealth then issues an individual purchase order agreement, specific to each hired individual defining duration, bill rates and additional data needed for contract compliance.

Provide Skilled Personnel with the Capabilities Necessary to Successfully Meet Contract Requirements. The services performed on the contract are medical staffing in nature, serving the community at the local, regional, and state levels. HCA employees working on this contract act in concert with each entity throughout the entire Commonwealth. They are professionally onboarded and given clear guidance on contract policy, and job requirements are clearly defined to ensure the consumer has no distinction that the individual is an HCA employee.

Maintain Geographically Dispersed Staff: Over the life of the contract, we have provided more than 200 positions across more than 25 locations.

Maintain a Robust Recruiting, Onboarding and Support Program: The need for proactive, robust recruiting and onboarding programs is demonstrated on this contract. In most cases, the staffing request is immediate, and our recruiting team provides staff within a few days, which is simplified by our continual recruiting methodologies and our large recruiting pipeline and database.

In many instances, the requesting entity chooses to interview candidates prior to hiring. In these cases, our recruiters work with our operations Director to select interview candidates and provide the requesting entity with a minimum of 3-5 ideal candidates for follow-on customer interviews, site-visits, and eventual selection. Should the customer not prefer any of the candidates selected, we provide additional candidates based on updated requirements and need. This process demonstrates our commitment to customer need and our internal staff's dedication to ensuring contract compliance and success. After credentialing and customer approval, our onboarding process is rapid, and the individual is normally onboarded in a few hours using our cloud-based technologies.

In addition to being proactively prepared to onboard many possible Individual Task Orders after contract award, we immediately transitioned 35 incumbent staff members in a few days to ensure the state-maintained continuity of services throughout the hiring facilities.

Description of any Performance Problems:

There have been no performance issues associated with the contract, no completion delays, or any deviations or waivers throughout contract performance.

1.1.2 Past Performance Reference 2

RELATED EXPERIENCE REFERENCE 2	
Contracting Organization:	DHS Bureau of Financial Operations 625 Forster Street, Room 402, Harrisburg, Pennsylvania 17120
Contracting Officer:	Carrie Thompson, 717-787-7071, carrthomps@pa.gov
Contracting Officer's Representative:	Jonathan Bobby, 724-459-4403, jbobby@pa.gov
Contract Name:	Pennsylvania Statewide Staffing Contract
Contract Number:	440013817
Contract Type:	MATO/IDIQ/FFP
Total Contract Value:	\$9,395,000.00
Prime or Subcontractor:	Prime

Period of Performance:	11/1/2014 -12/31/2020
Place of Performance:	Throughout State of Pennsylvania

Description of Contract Work Performed:

Since 2014, HCA has been providing temporary and full-time staff for the Department of Human Services, Department of Corrections, and the Department of Military and Veterans. The scope of this contract encompasses the entire state of Pennsylvania in which we provide all staffing requirements from recruiting, vetting, credentialing, managing, and retention for more than 30 facilities across the state. The broad mix of labor categories include Registered Nurses, Licensed Practical Nurses, and additional ancillary medical positions.

The issuance of purchase orders under the contract focuses on a specific facility's need, such as temporary or full-time. While some of the work under the contract is defined (i.e., scheduled in advance) a large majority is on an as-needed basis with as short as a one-hour notice. Therefore, HCA must maintain continuous communication with the contract authority. We also maintain a 24/7 phone service to ensure customer needs are always met.

For this contract, each independent facility on the contract performs their own procurement under the parent contract every six months or year. Even though our company competes for award on a repetitive cycle, we have been awarded multiple iterations based on our experience, successful performance, and ability to provide staff as the need arises.

Relevancy to the Temporary Medical Employees Contract:

This contract is very similar in size, magnitude, and complexity as outlined in the statement of work as demonstrated below. This experience includes providing and managing personnel serving in medical staffing roles to an organization of similar size in a government environment.

IDIQ/BOA-based Contract for Personnel Services: In similar scope, this contract is an IDIQ/Task Order FFP type contract. staffing more than 30 facilities throughout the state.

Provide Skilled Personnel with the Capabilities Necessary to Successfully Meet Contract Requirements. HCA has been provided over 85 personnel to meet our client's needs. In addition, we have also provided all supervision/management staff as well as medical support personnel. Many of the professionals we supply to the government end up transitioning into full-time roles.

Maintain Geographically Dispersed Staff: Over the last five (5) years we have held more than 70 independent contracts for many positions at prisons, health centers, veteran centers, and mental health facilities located throughout the state. We have mastered the additional complexities, such as multiple facility points of contact (Contracting Officer Representatives), extremely remote staffing needs, hard to recruit positions, and the need for highly innovative retention strategies.

Maintain a Robust Recruiting, On-Boarding and Support Program: The experience developed on the Pennsylvania statewide demonstrates our successful recruiting methodology and processes for onboarding candidates who are geographically separated from our corporate office through cloud-based software technologies. In addition, the experience developed on this contract solidifies our ability to recruit candidates in both highly rural locations, as well as metropolitan cities.

In similar scope, the security requirements within each of these facilities are stringent, where selection of employees is scrutinized for numerous factors to include occupational health, background, and history. In each case, the distinction of HCA employees is non-discernable, where our employees remain committed to the task at hand, remain dedicated to the contract mission, and perform in accordance with the issued statement of work.

Our program management staff has developed processes to ensure each contracted facility's requirements are maintained even on short notice fill requirements, which may occur in as little as one hour. Our ability to provide around the clock support, even during the pandemic, clearly defines our ability to successful perform on this staffing support program.

Description of any Performance Problems:

Over the past six (6) plus years of the contract, our agency has not experienced any performance issues or granted waivers, cure-notices, or contract-default letters of any kind. The only rolling challenge is the acquisition and retention of qualified staff. Many State facilities are extremely remote, highly rural, with little or no infrastructure within miles. Therefore, if staff decides to move, retire, or identifies a new position, recruitment becomes a challenge. However, due to corporate transparency with onsite personnel and constant communication with our staff and State leaders (CO/COTRs) it allows us plenty of time to recruit, hire, credential, and place new staff in a timely manner ensuring continuity of service.

1.1.3 Past Performance Reference 3

RELATED EXPERIENCE REFERENCE 3	
Contracting Organization:	West Virginia Purchasing Division, 2019 Washington Street East, Charlestown, West Virginia 25305
Contract Name:	Direct Care Staffing Services
Contracting Officers:	Mark Atkins, (304) 558-2307, mark.a.atkins@wv.gov
Contracting Officer's Representative:	Juan Haynes, 304-356-4824, Juan.L.Haynes@wv.gov
Contract Number:	CRFQ 0506 BHS1700000003
Contract Type:	IDIQ/FFP
Total Contract Value:	\$3,580,000.00
Prime or Subcontractor:	Prime
Period of Performance:	7/01/2017-10/30/2020
Place of Performance:	Throughout the State of West Virginia

Description of Contract Work Performed:

Since 2017, HCA has been providing temporary and full-time staff to the West Virginia Department of Health and Human Resources, the Bureau for Behavioral Health and Health Facilities (BBHBF) on an open-ended direct staffing contract. The scope of this contract encompasses the entire state of West Virginia in which we provide all staffing requirements from recruiting, vetting, credentialing, managing, and retention for more than eight (8) facilities across the state. The broad mix of labor categories include Certified Nursing Assistants, Registered Nurses, Licensed Practical Nurses, and additional ancillary medical positions as defined by the facility needing staff. Staff is requested by each facility through an issued task order request, and each purchase order is competitively awarded based on factors defined in the issued purchase order, such as quality of candidate, availability, rate structure and overall past-performance.

The issuance of purchase orders under the contract focuses on a specific facility's need, such as temporary or full-time. While some of the work under the contract is defined (i.e., scheduled in advance) a large majority is on an as-needed basis with as short as a one-hour notice. Therefore, HCA must maintain continuous communication with the contract authority and additionally staff to meet the need of the facilities on request, which maybe in as little as a 2-hour notice. We also maintain a fully dedicated program manager and a 24/7 phone service to ensure customer needs are always met.

For this contract, each independent facility on the contract performs their own procurement under the parent contract as additional openings become available. Even though our company competes for award on a repetitive cycle, we have been awarded multiple iterations based on our experience, successful performance, and ability to provide staff as the need arises. This contract was just competitively re-bid and HCA was awarded the contract for the next five-years, ending in 2025.

Relevancy to the Temporary Medical Employees Contract:

This contract is very similar in size, magnitude, and complexity as outlined in the statement of work as demonstrated below. This experience includes providing and managing personnel serving in medical staffing roles to an organization of similar size in a government environment.

IDIQ/BOA-based Contract for Personnel Services: The contract operates based on a fixed-price mission services and indefinite-delivery, indefinite-quantity (IDIQ).

Provide Skilled Personnel with the Capabilities Necessary to Successfully Meet Contract Requirements. On this contract, our West Virginia employees, Program Manager, and support staff perform similar functions to this scope of work. The Program Manager on the contract maintains continual oversight and is in communication with all employees on a weekly basis at all eight state facilities.

Maintain Geographically Dispersed Staff: The scope of this contract encompasses the entire state of West Virginia in which we provide all staffing requirements from recruiting, vetting, credentialing, managing, and retention for more than eight (8) facilities across the state.

Maintain a Robust Recruiting, On-Boarding and Support Program: The state of West Virginia operates in the identical fashion as the administrative support services needed by MSFC. On this contract, we perform all recruiting, vetting, credentialing, customer (BBHHF) interviews, selection of candidates, training, onboarding, risk mitigation, program management oversight and customer engagement and retention based on individual hiring manager requirements. Our staffing currently consists of 25 employees working at eight locations. In support of this Direct Care Staffing Services program, it is critical that we maintain a robust recruiting, on-boarding, and support program.

Description of any Performance Problems:

There have been not any performance issues associated with the contract. Our ability to perform on the contract allowed us to win the re-compete award, which effectively started 10/01/2020 through 9/30/2025. It should be noted, due to the COVID pandemic, the state of West Virginia

extended the previous contract until 09/30/2021 for all existing purchased orders to ensure state facilities maintain continuity of operations. Any new facility staffing requests will be issued under the newly awarded contract performance period throughout the designed period of performance.

1.1.4 Past Performance Reference 4

RELATED EXPERIENCE REFERENCE 4	
Contracting Organization:	Department of Human Services (DHS) Bureau of Financial Operations 625 Forster Street, Room 402 Harrisburg, PA 17120
Contract Name:	DHS Regulatory Licensing Staff
Contracting Officers:	Corey Walters, 724-459-4677, cowalters@pa.gov
Contracting Officer's Representative:	Elizabeth Lenhart, 717-783-8578, elenhart@pa.gov
Contract Number:	4400017245
Contract Type:	FFP
Total Contract Value:	\$17,500,000.00
Prime or Subcontractor:	Prime
Period of Performance:	7/01/2017 - 6/30/2022
Place of Performance:	Throughout state of Pennsylvania

Description of work:

As the prime, HCA employs Department of Human Service administrative workload managers and licensing technicians consisting of 37 employees working at 12 locations across the state of Pennsylvania. Our employees work directly with the state of Pennsylvania performing audits for three (3) different state departments: Bureau of Human Services Licensing, Office of Children Youth and Families, and the Office of Mental Health and Substance Abuse Services. HCA Solutions is currently in the third year of a five-year option contract for services.

HCA employees undergo extensive background checks, HIPPA requirements, and security investigations to travel to various locations throughout Pennsylvania performing administrative compliance audits at approximately 67 child residential licensed facilities and 18 mental health licensed facilities, annually. These audits ensure the safety of clients within state run agencies and licensed facilities by working with DHS on inspection and licensure of child residential and day treatment facilities, long-term structured residence licensure, and community residential rehabilitation services.

Relevancy to the Temporary Medical Employees Contract:

This contract is very similar in size, magnitude, and complexity as outlined in the statement of work as demonstrated below. This experience includes providing and managing personnel serving in an administrative role to an organization of similar size in a government environment.

Provide Skilled Personnel with the Capabilities Necessary to Successfully Meet Government Requirements: On this contract, our DHS employees, Program Manager, and support staff perform similar functions to this scope of work. Responsibilities include travel support, meeting support, general office requirements, procurement, personnel support services and performing publication

and document support. The Program Manager on the contract maintains continual oversight and is in communication with all employees on a weekly basis.

Maintain Geographically Dispersed Staff: The scope of this contract encompasses the entire state where extensive travel requirements are necessary to perform the scope of the work. The size of the contract and the need across multiple areas demonstrates our ability to manage staff geographically dispersed from our corporate office. All employees under the contract work on a full-time status throughout the state within three (3) separate offices.

Maintain a Robust Recruiting, On-Boarding and Support Program: The DHS operates in the identical fashion as the administrative support services needed by Commonwealth. On this contract, we perform all recruiting, vetting, credentialing, customer (End User) interviews, selection of candidates, training, onboarding, and retention based on individual hiring manager requirements. Our staffing currently consists of 37 employees working at 12 locations.

Description of any Performance Problems:

HCA has not experienced any performance issues, nor have we been given any waivers, contract cure-notices or in default letters from the state. All position has been fully staffed since inception and when a candidate departs, moved to a state employee, retires or other, our recruiters have dozens of candidates wanting to fill the positions should any vacancy become available.

2.0 METHODOLOGY AND APPROACH

HCA is uniquely qualified to provide Temporary Medical Employees. Over the past decade, we have proven our ability to provide a diverse workforce with requisite skills, certifications, and experience. We provide professionals from all spectrums and maintain a growing database of nearly 5,000 candidates, and we continually add to this pool using national/local recruiting sources, referrals, networking organizations, and professional associations. In this manner, we obtain the most qualified individuals specifically suited to meet the staffing request.

HCA has provided personnel staffing at locations ranging from extremely rural areas to large metro cities. We flourish in challenging environments and have mastered recruiting, vetting, hiring, and maintaining employees in a dynamic environment. Our methodology is designed around maximizing our resources, process, and technology. HCA operates an efficient organization, which considers resources, complexity, workload, environment, performance metrics, and the necessary skill set to achieve successful contract performance. We work diligently to ensure staffing requirements prescribed conform to agreed-upon terms and ensure the desired skill mix is assigned based on need.

2.1 RECRUITMENT STRATEGIES, ACTIONS, AND METHODS

HCA maintains a comprehensive solution to ensuring we apply the needed resources in searching for qualified candidates to provide high quality staffing services to West Virginia Veterans Nursing Facility. For successful recruiting and onboarding personnel, our recruiting team recognizes that our approach must be flexible based on the location and labor category, and we must maintain effective communications with Agency End Users, receive recommendations, apply changes, institute metrics, and implement plans based on current needs. In doing so, we continually adapt

to the changing environment to meet the need of the contract. The figure below demonstrates our key recruitment strategies, actions, and methods.

Figure 1: HCA’s Recruitment Strategies, Actions, and Methods

ACTION	DESCRIPTION
Recruitment Plan Goals	HCA initiates local and regional networking, sourcing, and referrals. This includes sourcing our current and former personnel for referrals. Referral candidates provide the most reliable and proven recruitment sources that yield qualified professionals available for employment. Our HR Specialist execute a recruitment campaign plan that meets time and staffing requirements, as we work in partnership with West Virginia Veterans Nursing Facility to ensure near and long-term requirements are considered through effective communication networks. We also work with local medical staffing and home care firms to acquire hard to retain medical positions. These firms are acquired through knowledge of the marketplace and through the Small, Women-owned, and Minority-owned Business (SWaM) certification program.
Continuous Sourcing	HR and recruitment teams continuously perform national, regional, and local searches to increase our existing network of qualified workers based on feedback received from West Virginia Veterans Nursing Facility. Each job description is adjusted according to End User needs.
WEST VIRGINIA VETERANS NURSING FACILITY Communication and Feedback Loop	HCA is a highly transparent organization with a goal of meeting the need of the customer. We work with customers to offer the best staffing service possible to ensure we are providing the correct candidate for the defined job, not just a body to fill a position. We gladly accept recommendations, additional information, changes orders, and constructive feedback so we can implement immediate change and perform as expected by the End User.
Military Community	HCA has established contacts with Military Installation MWR Employment Offices, Military Spouse Organizations, Transition Offices, and Military Employment Assistance Programs at sites throughout the Commonwealth. These provide great resources as, being a Service-Disabled Veteran Owned firm, we share a commitment of placing military members in the workforce who have exceptional skillsets.
Local Organizational Networks	We have relationships with local organizations throughout the region. Our success lies in matching candidates with job requirements and placing dedicated, qualified workers in the correct positions.
Marketing/ Advertising	Our marketing and advertising strategy involves implementing programs and activities that continuously reinforce professional career opportunities at agencies using the following tools: website postings detailing positions; digital media including niche job boards; participation in conferences and job fairs; sponsorship of various and applicable professional recognition affairs; dedicated local/regional sections in the newspaper; professional publications such as journals and magazines; and direct contact via mail and telephone.
Recruitment Metrics	HCA has the tools and technology to generate reports that demonstrate the following: (1) quality customer service element of the process, (2) demographic characteristics of the applicant pool and (3) successful recruitment initiatives. An analysis of survey data enables our recruitment team to coordinate with West Virginia Veterans Nursing Facility to determine which strategies are successful in achieving pools of qualified candidates. It also allows us to review and evaluate quality customer service and recruitment improvement processes and techniques (i.e., time to fill, quality of candidate). The tools help us determine which recruitment efforts yielded the best performing employees as it relates to annual performance appraisals and retention.
Retention of Staff	Retention is a key to ensuring West Virginia Veterans Nursing Facility Agencies maintain the staff needed to fulfill requirements. HCA is always working to develop retention methods above and beyond our standard employee fringe benefits. At all times, we welcome all creative

	solutions from our customer, employees, and end-users. Our goal is to maximize retention through effective communication, transparency, outstanding benefits and engaged employees.
Workforce Forecast	Our operations Director is responsible for maintaining and monitoring internal reports on staffing, scheduling, and backfill requirements as well as a forecast report for any upcoming needs. This report is used as a proactive tool that enables our program office to forecast future staffing needs and scheduling changes; update databases for backfill availability; review employee information changes (telephone, address, etc.), and assess the status of recruitment databases.

2.1.1 Recruit and Hire Qualified Candidates

True success of our program lies with the quality of the personnel that we have in support of this contract and Facility. Extensive experience with other this program and similar programs has given us direct and relevant experience in recruiting, hiring, and retaining professionals. HCA’s approach is central to its ability to meet and exceed purchase order requirements. Experienced, knowledgeable, and professional management personnel comprise the most important element in the success of this contract. HCA’s corporate leadership is fully committed to this program and to providing skilled, competent, highly productive, and diverse personnel for Agency individual purchase order agreements. Our management staff fully understands the mission of the program and the challenges of delivering superior results with human capital assets through effective sourcing, selection, retention, management, and replacement of such uniquely skilled professionals. Our experience implementing similar programs gives us a ready-made pool of candidates and direct experience in contract management. Our leadership has developed an approach to staffing and retention designed to identify, hire, and retain personnel who are willing and able to serve the need of West Virginia Veterans Nursing Facility for the duration of the contract, as illustrated in the following figure:



Extensive experience with other similar programs has given us direct and relevant experience in recruiting, hiring, and retaining professionals. Our staffing approach is central to its ability to meet and exceed task order schedule requirements. Formalized recruitment process ensures the selection of personnel that meet the highest standards of experience and skills matching those required by the client.

Sourcing: One of HCA’s greatest strengths is our experienced and knowledgeable recruiters. Our recruiters specialize in specific disciplines and settings making them experts in recruiting. However, our recruiters are cross trained to recruit all disciplines, which make them versatile when recruiting a large and divergent array of positions. Our recruiters, databases, network connections, and recruiting sources yield high end performance. Proper sourcing activities allow the recruiters to accelerate all other recruiting processes. HCA utilizes multiple sourcing channels and connections as illustrated in **Figure 3**, to properly locate sourcing activities and allow our recruiters to accelerate recruiting processes.

Figure 3: HCA’s Multiple Sourcing Channels

METHOD	DESCRIPTION
Traditional Recruiting	Our traditional recruiting programs and activities use the following tools: website postings; electronic media including niche job boards; participation in administrative job conferences and job fairs; sponsorship of various and applicable professional recognition affairs; dedicated local/regional sections in the newspaper; professional publications such as professional journals and magazines; and also, direct contact via mail and telephone.
Social Media	Social media is one of the best, most current methods to recruit qualified workers. Some social media outlets we use are Facebook, Twitter, and LinkedIn. We recruit candidates through sources using the following methods: searching members using specific search criteria tailored to our requirements; joining skill and location-based groups to search followers and/or post to their walls and direct messages.
Military Community	We have relationships with Veteran Service Organizations throughout each of the regions such as the Veterans of Foreign Wars, Disabled American Veterans, American Legion, and the Wounded Warrior Project. Our success lies in matching candidates with job requirements and placing dedicated workers. We focus on placing former military, wounded warriors, spouses, and families in the right job.
Existing Relationships	HCA reviews networks within the industry to recruit supplemental personnel who are qualified but not currently working on similar programs. These qualified personnel will have either successful experience on similar work experiences and programs, who have been previously cleared with West Virginia Veterans Nursing Facility, are well-respected within the industry, or can be employed rapidly as need arises to backfill any unexpected transition shortages.
Proven Employees	We have highly qualified, skilled personnel and local management personnel ready to commence work immediately. These individuals have undergone similar vetting and program experience. Many of our candidates can be quickly transitioned, upon approval and issuance of an Individual Release and transitioned to the active on-site candidate pool.
Employee Databases	HCA’s database includes an extensive network of professionals who are proven to be extremely successful in their labor category and have provided significant levels of customer satisfaction at previous places of employment.



Pipelining: Pipelining processes involve securing a large volume of high-quality candidates within our system to ensure HCA meets every need of the temporary medical staffing program. We maintain large, qualified pools of professionals to work across the functional department areas defined and required by West Virginia Veterans Nursing Facility, HCA has learned an ideal ratio of candidates to active FTEs is approximately 3:1 depending on labor category; and our sourcing and pipelining processes are designed to maintain our recruiting pipeline with this appropriate ratio of qualified candidates to meet both present rotation/replacements need as well as surge requirements across function departments and labor categories. Preference is given to incumbent personnel presently working at the West Virginia Veterans Nursing Facility, (a highly desired retention characteristic) who will transition from one prime subcontractor to HCA. Our methodology accelerates our screening process as well as reduces operational risk by using known employees, candidates and a pool of employees who are in good standing with West Virginia Veterans Nursing Facility, and its agencies. Our pipeline methodology enables HCA to rapidly meet purchase order needs with qualified, screened, and trusted personnel for the economic and scheduling benefits of West Virginia Veterans Nursing Facility.



Vetting: Potential applicants must pass initial screening to ensure they meet all qualifications. Each candidate’s background is thoroughly examined to ensure only the highest caliber of personnel are submitted for approval. We

review resumes to ensure they meet the mandatory qualifications for the position as defined in each job description and independent ordering agreement. The recruiting team will contact each applicant and request resumes with all necessary support documentation for the specific labor category. An overview of the process is provided in the figure below:

Figure 4: HCA's Vetting Steps

VETTING STEP	DESCRIPTION	RATIONALE
Resume Review	A technical review of the resume, work history, advanced training, letters of reference and education, along with their supporting skills to assess competency for the sought position.	Ensure compliance with labor category requirements prior to the interview process.
Conduct Initial Interviews	All candidates undergo an initial interview. Our recruiters use a standard list of questions that focus on a candidate's experience and capabilities; adaptability to perform in dynamic environments; and capacity to transfer knowledge to determine their qualifications to undertake Agency assignments. In most cases the questions focus on the candidate's demonstration of experience and characteristics that relate to a job duty, history, experience, and performance.	Discussions focus on getting an understanding of the candidate's interpersonal skills, credibility, and general motivations. These initial interviews offer a sense of how personnel should be prioritized against Agency requirements and how each candidate should be approached in the screening process
Conduct Secondary Interviews	Secondary interview is conducted to better understand candidate's ability to communicate and interact in different situations.	Achieve better understanding of candidate's overall fit and identify strengths/ weaknesses.
Conduct Reference Checks	HCA recruiters conduct interviews with at least two professional contacts.	Achieve better understanding of candidate's overall fit and identify strengths/weaknesses.
Criminal and Credit Checks	We will screen using standard tools to conduct criminal history and credit checks on all candidates. We use multiple processes for background checks company wide, such as FBI, State Police, and other sources. The average turn-around is usually less than 48 hours but can extend pending individual.	Initial screens can routinely eliminate candidates from consideration for assignments and facility access.
Illegal Drug Screen	We will ensure all employees agree to a written consent based on a for-cause and random drug and alcohol test screen either as a candidate or employee. We will comply with the West Virginia Veterans Nursing Facility policy and remove candidates as required and remove access privileges and return badges. Should HCA be required to assume these responsibilities, we use LabCorp for the screenings for our employees.	Drug screens can routinely eliminate candidates from consideration for assignments and complete elimination on future opportunities within West Virginia Veterans Nursing Facility.
DMV Driving Record Check	Selected Temporary Medical Employees may be required to successfully pass a DMV Driving Record Check per the Authorized User's requirements. The Authorized User will provide the vehicle for any active assignment that requires the operation of a state-owned vehicle.	HCA will be responsible for ensuring all Temporary Medical Employees assigned to operate state-owned vehicles are properly licensed for the duration of the assignment
Child Protective Services (CPS) Check	HCA will conduct Child Protective Services (CPS) checks for any employee required to oversee juveniles.	Selected Temporary Medical Employees required to oversee juveniles may be required to successfully pass a CPS check.

Agency Review	All final applicants are sent to the applicable Agency program lead for contract approvals and final onboarding to include badges, system entry, and other requirements needed for facility access.	As with any program, we follow contract compliance procedures to include giving the end-user the final authority to accept or decline a candidate.
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Align, Select, and Build: Upon completion of screening, candidates are ranked against open requests and ordering agreements by our Human Resource Specialist and

Operations Director. Candidates are then selected to optimize the full contract requirements, rather than on a completely individual basis. The selection personnel look at the potentially complementary skills, personalities, and other factors impacting team dynamics. Candidates are then offered positions based on priority ranking. If any of the offers are not accepted, the next candidate is selected based on optimizing staffing for both quality and economics. Within this process are alignment management activities which make sure the best candidates are in the proper labor categories. This process is also a key element of any surge management requirement and employing groups of personnel on short notice.



On-Boarding and Training: Having onboarded hundreds of employees, HCA fully understands the need to brief all personnel on the relevant issues involved with their job duties

and requirements. HCA has tailored the experience of its team in conducting pre-employment training/briefings for staff employed across various dynamic environments, and standard operating procedures (SOPs) might be slightly different for each position. HCA pre-employment SOPs provide the foundation for consistent and comprehensive implementation of a pre-employment training plan. SOPs are in place that address logistical and administrative support, transportation, badging, health screenings, drug screening, etc. Our pre-employment training is designed to be flexible in response to job description requirements. All training materials are housed in a centralized database which is accessed remotely via the Internet by the on-boarding personnel. This allows personnel to take training at home prior to beginning employment.

2.1.2 Ability to Maintain and Support Qualified, Experienced Personnel

HCA has supported – and continues to do support - large programs, including this current program, with a dispersed workforce in a multitude of locations, including remote sites. We accomplish this by relying on our enterprise-wide business and program management systems that allow us to leverage our corporate resource base across our current programs. Our existing systems can accommodate new growth with limited additional investment. HCA has been managing medical personnel in support of programs since 2009, both in a single and large contract format. HCA already has in place templates and standard procedures to respond expeditiously. To respond promptly to each ordering agreement in this effort, the Program Management Office (PMO) will, upon receipt of a task statement, initiate the process outlined below.

Figure 5: Staffing Planning Processes and Responsibility Matrix

TASKS	DESCRIPTION	DIRECTED BY
Phase 1		
Staffing	Identify, acknowledge, and facilitate each purchase order.	Operations Director

Screenings	All screening and background checks are conducted.	HR
Agency Approval	Once the candidates are identified, the Operations Director submits them for Agency for approval.	PM
Risk Mitigation	Employee and Agency specific individual and contract risk and challenges are identified. Mitigation plans are put into place.	Full PMO
Identify Special Needs	Identify critical positions and commence recruitment to ensure fulfillment of position.	Full PMO
Documents Analysis	Identify certifications, licenses, or other documentation required by the requesting Agency and ensure our personnel have desired qualification with support from HCA.	Full PMO
Phase 2		
Employment Paperwork Completed	Once approval has been received from the Agency on the purchase order, the hiring process is completed.	PM
On location Agency requirements	Our employee will report to the requesting Agency and complete mandated onsite requirements such as drug and alcohol screening, fitness for duty, and badging requirements.	PM
Risk Mitigation	As job specific risks and challenges are identified. Mitigation plans are put into place.	Full PMO
Reporting/Deliverables	HCA will follow all reporting requirements and submission guidelines.	PMO
Travel Support (As Applicable)	Upon West Virginia Veterans Nursing Facility approval, an email is sent from the Operations Director which provides all pertinent information and any requirements for travel to location, and as necessary check passport validity requirements, and reporting instructions. If required, visa applications and documents are initiated.	PM

2.1.3 Retention Plan and Strategy

HCA Solutions understands that one of the West Virginia Veterans Nursing Facility’ concerns may be the turnover of personnel after being selected for an assignment. To retain personnel of the caliber we are proposing, we have developed a retention program that has proven to be successful on our other contracts. Essential elements to our approach are:

- ✓ Actively seeking individuals who want to serve the mission of the contract.
- ✓ Providing competitive wages, compensation, and benefits.
- ✓ Proactive and visible corporate leadership.
- ✓ A structured awards and recognition program that provides incentives to stay.

*HCA Solutions has proven success in retaining personnel over the life of our contracts. We have maintained a **96% retention rate** since inception.*

We retain valued employees through a blend of direct compensation, market-leading benefits, and perquisites that recognize the value of our personnel. Our retention practices are a key differentiator in our success which directly correlates to the success of this program. Our ability to provide competitive compensation and benefits, and to recognize outstanding performance enables us to retain the best personnel. HCA’s method for recruiting and retaining personnel is conducted in an organized fashion that is focused on a long-term projection.

Retaining qualified personnel begins by delivering on commitments made during the recruiting phase. Our retention plan is built upon the premise that we have successfully recruited and hired the right person for the job. Differentiating between recruiting activities and retention activities can be difficult since successful hiring and successful retention of employees are intertwined. Recruiting is a continuous effort, and we have the foundation to provide a constant stream of qualified staff with key attributes. However, at HCA, we understand retention involves an investment with our employees which directly impacts our customer. Our retention plan is designed to increase the probability of an individual’s success by matching the person to the project. This proactive approach to individual success is the core for building a successful team. Once the person has been assigned to the project, we seek out those elements of the job that will motivate employees to excel in their performance.

Success in recruiting and retaining personnel depends, in part, on a comprehensive compensation and benefits program. Our team designed and refined our benefit programs on personnel staffing contracts. As a result, HCA’s benefits package is purpose-built for the type of work and staff required in this IFB. Our benefit programs offer four major advantages.

- ✓ A comprehensive benefits package for efficient and effective recruitment and retention of qualified personnel.
- ✓ Flexible benefits make it easy for qualified personnel to obtain the most from our offering – enrolling in valued benefits, while avoiding costs of benefits that might not be important based on individual circumstances.
- ✓ Consistency of benefits among the staff boosts flexibility and morale.
- ✓ Our program includes features – such as increased paid time off as seniority grows, and retirement benefit vesting – that are precisely targeted at important contract performance requirements.

Benefits eligibility is dependent upon a variety of factors, including personnel classification. Our Human Resources department identifies program eligibility for each candidate during review of service requests and orientation. Our team also details our benefit programs in our Employee Handbook, given to candidates upon hire. The following benefit programs are available to eligible full-time personnel:

Figure 6: HCA’s Employee Benefits

BENEFIT	DESCRIPTION
Health Coverage, HSA, and FSA	<p>All regular full-time and 3/4-time eligible personnel are offered the same benefit plans through Highmark Blue Cross Blue Shield. HCA covers each employee, who can choose from different levels of plans with options for PPO and HMO. Deductions for insurance are made on a pre-tax basis. We also offer a Health Savings Account (HSA), which provides a way to save for medical expenses and reduce taxable income. Additionally, we offer a Flexible Spending Account (FSA), which is a type of savings account that allows employees to contribute a portion of their regular earnings to pay for qualified expenses.</p> <p>Personnel have benefit elections with designated premiums, which contain employer and employee costs pending family size. The benefit election costs are deducted from the employee’s gross wages for pre-tax contributions. Health and Welfare plans include basic to premium medical plan elections, and voluntary dental and vision.</p>

Vision and Dental Insurance	Vision and dental insurance are covered by HCA for each 3/4-time employees through Guardian, and each employee has a choice in plans based on tiered levels of care.
Paid Time Off/Sick Time	PTO is an all-purpose time off policy benefit for eligible fulltime employees to use for vacation or personal business. Sick time is applicable for illness, health appointments, etc. Accrual of PTO and sick time are in accordance with statement of work or company policy, as applicable.
Workers' Compensation, General and Professional Liability Insurance	We hold workers' compensation insurance based on mandated laws and requirements pertaining to each state. Our policy is through Liberty Mutual Insurance and is paid in full October of each year. Our current active policy runs from October 09, 2022, through October 09, 2023, for \$1M on each level. Additionally, we maintain both General and Professional Liabilities through London and Norfolk which is renewed annually September 2023 - 2023, with a limit per claim of \$1,000,000 and an aggregate of \$3,000,000. Additionally, we have cyber insurance to protect the company against various IT related issues.
Paid Holidays	We grant paid holiday time to fulltime personnel based on the same schedule as government approved holidays. Standard benefit is 10 paid holidays.
CEU and Professional Fees	HCA understands some labor categories may require mandated training per year to maintain qualifications and certifications such as Social Workers and Laboratory roles. While it is the employee's responsibility to ensure renewal and CEUs remain current, we offer a reimbursement package to cover a portion of the expenses as an added benefit to the employee. We have found that this contribution aids in retention and employee satisfaction.
Group Basic Life & AD&D, Short Term Disability (STD) and Long-Term Disability (LTD) Provided by Lincoln Financial	Both short (STD) and long-term disability (LTD) are provided by HCA to employees through Lincoln Financial. The STD non-contribution plan covers active, full-time employees working a minimum of 30 hours per week. The weekly benefit is 60% of salary, capped at \$500 for each employee for 12 weeks accident and 12 weeks sickness. Our LTD also covers full-time employees working a minimum of 30 hours per week. The weekly core benefit is 50% of salary, capped at \$3,000. <i>This benefit is a company covered 100% for all employees working more than 30 hours a week, with no cost to the employee.</i>
Guardian Supplemental Insurance	HCA offers a Guardian insurance buy-in program. Guardian insurance provides supplemental insurance to cover issues such as accidents, medical, dental, cancer, hospital, vision, term-life, and disability. This is a great program as it allows for each employee to tailor additional insurance coverages based on their individual and family need.
401K	HCA provides a 401K program for our employees through American 401k/Mass Mutual, administered by PBH. The 401k plan offers both traditional and Roth 401k options and a list of investment funds from which employees choose. The plan is available to employees who work more than 1,000 hours per year. There is discretionary profit sharing by the company.
Recognition & Rewards Programs	As a further retention and team-building tool, we use recognition and rewards programs to recognize performance and to show our appreciation. Part of these programs will also include recognizing milestones such as project completion, work anniversaries, retirement, etc. The PMO maintains a pool of funds available for these programs.
Promoting Work-Life Balance	We have found maintaining a healthy work-life balance is essential to job satisfaction, performance, and retention. Especially during these trying times, we understand that the work-life balance is becoming more challenging with facilities being closed, virtual learning, and more people needing to work remotely. From encouraging our staff to use their paid time off (PTO) to ensuring they have the proper resources and tools to help with their work-life balance, this retention feature remains top of mind.
Transparent and Visible Leadership	Although most of our employees work at client sites, we still believe it is important to maintain transparent and visible leadership from the top down. This is especially important during periods of change or uncertainty.
Satisfaction Surveys	We use satisfaction surveys to gain insight, opinions, ideas, concerns, and recommendations. This tool allows our leadership to measure perceptions then determine what improvements

(Employee and Customer)	to policies, processes, and procedures should be implemented to both increase satisfaction and performance.
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2.1.4 Meeting Unexpected Vacancy and Requirements

HCA Solutions uses a multi-layered approach to replace personnel which ensures the continuation of services and minimizes the impact to West Virginia Veterans Nursing Facility in the event of unexpected vacancies such as a leave of absence, injury, or voluntary or involuntary termination. Our PMO continuously assesses the status of employees and gathers information on new and developing requirements. Our staff determines the most critical positions to our customer and keeps a pulse on requirements, so we can properly align resources and execute actions through pre-planning and avoid being merely a reactionary force multiplier. HCA’s management is a proactive force; we respond in advance to action items through scenario-based actions which may materialize due to unforeseen events. The mechanics of this approach are built-in flexibility and a response posture which leverages a standard methodology process, and include the items listed below:

Figure 7: HCA’s Continuity of Service and/or Replacement Plan

STRUCTURE	DESCRIPTION FOR SUPPORTING VACANCIES OR SURGE
Maintaining extra capacity in the pipeline	Continuously recruiting two or three times the number of candidates needed for any base order is standard. If a position is critical to continuity of services, we maintain additional staff in the pipeline to fill positions as temporary or immediate hires, which allow for surges and to fill positions across functional areas. We plan to have staff ready to start employment should a need arise.
Hiring multi-functional, highly capable personnel	HCA maintains a roster of qualified applicants who have the ability to fill or assume the duties when unexpected absences occur. We can also identify employees with targeted experience who can come together and divide the work appropriately to make sure the objectives are met until additional capacity arrives.
PMO’s proactive management of base orders and capacity	Our PMO continually tracks existing and new purchase order and stay ahead of trend data such as turnover, retention issues, anticipated PTO on critical positions, and historical work trend data to ensure we maintain staffing requirements on the contract.
Maintain employee expertise overlapping in multiple areas	We have learned many employees are highly skilled and cross functional. Crucial is the ability to find staff to complete assigned tasks. Many times, the needed task or a critical new base order may be filled or assumed by an internal employee with key skillsets otherwise unleveraged. Our structure grants us built-in contingency plans for continuation of services by leveraging our active employees and their essential skills.
Maintain reach back protocols and capacity to ensure we leverage a proactive recruiting platform	HCA has a proven ability to recruit and adjust our program across different customers and agencies. We use corporate resources to surge employees or hire additional personnel in key areas, such as recruiting, HR onboarding, or other areas to properly align all necessary functions and requirements to ensure the customer’s needs are met.

These approaches, along with the integrated processes, people, and technologies of HCA are focused on maintaining a high functioning personnel and ensuring they can perform to all mission objectives for the longevity of the contract.

2.2 MANAGEMENT METHODOLOGY AND APPROACH

The combination of HCA’s organizational leadership team and our operational diligence allows us to apply innovations which support long-term sustainability and superior performance. We apply continuous flexibility in our delivery approach, which allows us to focus on properly scoping, planning, and executing contracts while simultaneously delivering on individual ordering agreements. **Figure 8** provides details of the features and benefits of our solution to the Temporary Medical Employees contract.

Figure 8: Features and Benefits of HCA

FEATURE	BENEFIT
<p>Management Approach. HCA provides a streamlined, agile team with decades of experience in managing and executing highly complex, multi-task contracts. We have a seasoned management team and an effective organizational structure in place.</p>	<p>West Virginia Veterans Nursing Facility and its Agencies gains flexible reach back which support our key management and administrative personnel. Our approaches, processes, and quality management system work together to reduce risk and create a climate of performance excellence and reliability.</p>
<p>Ability to Organize, Manage, and Accomplish Task Orders. HCA’s core competency is delivering turnkey recruiting, screening, onboarding, managing, training, and retention programs and strategies.</p>	<p>West Virginia Veterans Nursing Facility experiences the high-quality temporary staffing services it requires for a successful operation of its programs.</p>
<p>Ability to Perform Simultaneous Tasks Across Multiple Order Agreements. We currently perform an average of 30-50 order requests per day across various states for similar programs in support of local, state, and federal government agencies.</p>	<p>West Virginia Veterans Nursing Facility benefits from our managerial reach, infrastructure, and network to provide dependable staffing in a challenging location. Our performance demonstrates our ability to vet, screen, hire, manage, and sustain highly diverse and specialized professionals.</p>
<p>Operational Approach. HCA fully understands the need for strong, responsive leadership and management oversight in providing quality delivery with scalable and flexible solutions.</p>	<p>West Virginia Veterans Nursing Facility receives a transparent solution based on a decade of experience and superior functional capabilities to meet program objectives in a challenging environment.</p>
<p>HCA Recruits to a Mission-Readiness Level. Our best practices for sourcing personnel, recruiting, screening, and preparing them for employment with West Virginia Veterans Nursing Facility Agencies are based on years of delivering orders on major programs across multiple states and satisfied customers.</p>	<p>West Virginia Veterans Nursing Facility gains access to highly skilled, diverse personnel that have experience and are eager to work. We have hundreds of professionals in our database across dozens of labor categories.</p>

Our technical and organizational approaches are designed to ensure rapid response to filling task orders. Our organizational plan established a team of highly skilled employees in program management and human resources that are rich in resources, experience, and contract management skillsets. Our corporate office is a resource repository for our management team which provides tools, systems, process, knowledge, experience, and more. For over a decade, we have fulfilled staffing contracts and mastered an ability to identify, recruit, screen, onboard, manage, and retain employees.

2.2.1 Twenty-Four (24) Hours a Day, Seven (7) Days Accessibility

HCA currently operates on a 24-hours-a-day basis. We have a 24-hour on-call service which allows us to respond to customer requirements around the clock and even on holidays. All applicable West Virginia Veterans Nursing Facility representatives and points of contact will be given contact information for our chain of command at the start of the contract. Our PMO and upper-level management staff monitor emails and phones on a 24/7 basis. At all times, West Virginia Veterans Nursing Facility will be able to reach a member of our program management office. Additionally, our corporate office has an on-call 24/7/365 service which activates automatically after normal working hours and uses a toll-free number. It is managed by an HCA employee who will either answer directly or return the call and/or pass the information to leadership to ensure communications are relayed to the right entity for expedient resolution.

2.2.2 Managing Geographically Dispersed Employees Across Offices

HCA is accustomed to managing multiple order agreements simultaneously, and we leverage direct experience fulfilling orders issued by the Commonwealth of Virginia, Department of Human Services, Department of Health, Department of Corrections, Department of Defense, and other Government agencies. The established internal managerial reach, execution infrastructure, and national networks of HCA provide the capacity and capability to perform exceptionally across dozens of task orders. Our performance on task orders over the last 10 years demonstrates our ability to recruit, vet, hire, and sustain highly specialized professionals, and our retention rates consistently exceeded 96% on our largest IDIQ programs over the last three years. Our built-in retention strategies demonstrate our ability to ensure both personnel and project continuity.

HCA's ability to deliver and manage multiple programs across the nation are driven by our fully developed, thoroughly tested recruiting and retention methodology. We use processes for optimization and quality management of all operational, administrative, financial, and contingency activities required for successful fulfill base order delivery. Given our extensive history and managerial focus (both local and corporate) on recruiting and retention, our methodology is fully tailored for rapid sourcing, recruiting, vetting, managing, and retaining of employees across the entire program. At the core of our recruiting and retention methodology is the full integration of key *Personnel, Processes, and Technology* which are essential to rapidly planning and executing new and existing purchase order requirements, managing ongoing requirements, and continuous performance as illustrated below.