



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 # 2

List View

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

Procurement Folder: 1397508

Procurement Type: Central Master Agreement

Vendor ID: 00000118062

Legal Name: 22ND CENTURY TECHNOLOGIES INC

Alias/DBA:

Total Bid: \$0.00

Response Date: 04/04/2024

Response Time: 10:55

Responded By User ID: govt@tscti.com

First Name: Shikha

Last Name: Sharma

Email: sledbids@tscti.com

Phone: 804-372-0704

SO Doc Code: CRFQ

SO Dept: 0618

SO Doc ID: BVH240000002

Published Date: 3/26/24

Close Date: 4/4/24

Close Time: 13:30

Status: Closed

Solicitation Description: Open End Purchase For Contract Temporary RN, LPN, HSA

Total of Header Attachments: 2

Total of All Attachments: 2



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: 1397508
Solicitation Description: Open End Purchase For Contract Temporary RN, LPN, HSA
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2024-04-04 13:30	SR 0618 ESR04042400000005796	1

VENDOR
 000000118062
 22ND CENTURY TECHNOLOGIES INC

Solicitation Number: CRFQ 0618 BVH2400000002
Total Bid: 0
Response Date: 2024-04-04
Response Time: 10:55:12
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	Contract Nursing Services RN, LPN, HSA	0.00000	HOUR	1.000000	0.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Commodity Line Comments: TSCTI has uploaded the Exhibit -A Pricing Page excel for your reference. In unit price we've written \$1.00 for compliance only.

Extended Description:

Please refer to Exhibit "A" Pricing Page to input pricing.
 Contract Nursing Services RN, LPN, HSA

EXHIBIT "A" PRICING PAGE - CRFQ BVH24*02

TEMPORARY NURSING STAFFING SERVICES

To use this pricing page electronically enter the "rate per hour" in each cell as a dollar value and the spreadsheet should fill in the totals automatically. Should the spreadsheet not automatically calculate the totals or you complete this on paper you would need to multiply the estimated annual usage hours by the rate per hour to get the extended price. It is understood through the specifications that the overtime rate is 1.5 times the regular hourly rate for that classification. A 1.5 multiplier will be assigned to each vendor hourly rate by the evaluation committee to verify the Overtime rate bid is correct. Once lines 1 - 9 have their extended price add all the extended prices together to get the total for the bid.

Item #	Description	Quantity	Cost Per Hour	Extended Cost
1	Temporary RN Regular Hours	300	\$72.00	\$21,600.00
2	Temporary RN Holiday Rate	24	\$72.00	\$1,728.00
3	Temporary LPN Regular Hours	500	\$61.00	\$30,500.00
4	Temporary LPN Holiday Rate	56	\$61.00	\$3,416.00
5	Temporary HSA Regular Hours	700	\$34.00	\$23,800.00
6	Temporary HSA Holiday Rate	56	\$34.00	\$1,904.00
7	Temporary RN Overtime Rate (RN)	24	\$108.00	\$2,592.00
8	Temporary LPN Overtime Rate (LPN)	24	\$91.50	\$2,196.00
9	Temporary HSA Overtime Rate	24	\$51.00	\$1,224.00
Failure to use this form may result in disqualification				\$88,960.00



22nd Century Technologies, Inc.

CMMI Level 3 | ISO 27001 | ISO 20000 | ISO 9001

Predict, Prevent & Protect



**Request for Proposal
West Virginia Veterans Home**

**Open End Purchase for Contract Temporary
RN, LPN, HSA
CRFQ 0618 BVH240000002**

**Submitted by:
22nd Century Technologies, Inc.
5098 Washington St W, Cross Lanes, WV 25313
Telephone No: (866) 537-9191 Ext 2
Fax No: 732-537-0888
E-Mail: sledproposals@tscti.com**



TSCTI claims that some parts of our proposal, such as, contact information of proposed staff, technical and management approach, proposed subcontractor and price quote confidential and proprietary. Disclosure of these information can be used by our competitors to underprice us on future bids, reverse-engineer aspects of TSCTI 's approach, lure away subcontractors or key employees. Thereby we request the government to provide us the opportunity to provide a redacted copy of our response for FOIA and protecting the undue advantage of FOIA disclosure.

Transmitter Letter

April 04, 2024

Attn: David H Pauline
West Virginia Veterans Home
512 Water St,
Barboursville WV 25504
david.h.pauline@wv.gov

22nd Century Technologies, Inc. (TSCTI) is pleased to respond to West Virginia Veterans Home (“WVVH”), **CRFQ 0618 BVH240000002, Open End Purchase for Contract Temporary RN, LPN, HSA** where the WVVH is seeking qualified vendors to provide Temporary RN, LPN, HSA for direct care staffing services.

Incorporated in 1997 in the State of New Jersey as a S-Corporation, TSCTI possess immense expertise in providing Healthcare/Nursing Staffing Services to various state agencies, government health departments, hospitals, educational institutes, long-term care facilities, veteran homes, veteran departments, mental health facilities, airports, local offices, health systems, pharmacies, ambulatory surgery centers, clinical laboratories, physician offices, and medical research centers.

For this contract, TSCTI will utilize its local office located at **5098 Washington St W, Cross Lanes, WV 25313** which is just 30 mins away from the WVVH location. TSCTI will set up a **dedicated team of staff to provide 24x7 support to the WVVH**. TSCTI is uniquely qualified for supporting this program as we have catered similar services to various local and similar clients including but not limited to *State of West Virginia – Statewide Contract for Temporary Staffing Services, Department of Health and Human Resources (State of West Virginia), Virginia Housing Development Authority (VHDA), District of Columbia, City of Chesapeake, City of Portsmouth, Fairfax County Public Schools, City of Durham, Mecklenburg County, Wake County Government, District of Columbia Water and Sewer Authority (DC Water), Washington Metropolitan Area Transit Authority, Ohio Veteran Homes, Oklahoma Department of Veterans Affairs, Ohio Veteran Homes – Temp Staffing RN, LPN & STNA, California Department of Veterans Affairs, CA, New Hampshire Veterans Home, Utah Department of Veterans and Military Affairs, Colorado Department of Human Services - Colorado State Veterans Community Living Centers, NY Veteran Homes Affair, Wyoming Veterans Commission - Wyoming Veterans Home* and many more where we have provided services in a short-term, long-term care environment and provided permanent services with long-term associated nursing/healthcare positions.

Official Name: 22nd Century Technologies, Inc.

Type of Ownership: S – Corporation

Month and Year established: Mar 1997

Fed ID: 22-3502121

DUNS Number: 028619588

Size of the Company: 5500+

Website: <https://www.22ndhealth.com/>

HQ Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102

Local Address: 5098 Washington St W, Cross Lanes, WV 25313

Telephone No: 866-537-9191 Ext 2

E-Mail: sledproposals@tscti.com

Our Vision

Client satisfaction through motivated staff

Our Commitment

Right People, on Right Time, at Right Price

Awards

- ✓ SIA - 2022 Largest Healthcare Staffing Firm
- ✓ INC 500 – Fastest Growing
- ✓ Forbes – Best company to work.
- ✓ CRN – 100 fast growths.

Accreditation

- ✓ Joint Commission Certification for healthcare staffing services.

Strengths

- ✓ ISO 9001 compliant recruitment process
- ✓ Resume database of 5.1M+ candidates
- ✓ 350+ contracts with public sector agencies
- ✓ 300+ domain-specific recruiters
- ✓ D&B Open Customer Score 95

Office Address: 5098 Washington St W, Cross Lanes, WV 25313



Having developed a deep understanding of local business environment, the challenges similar and local government entities face, the need for quality talent, and establishing the foundation of a long-term partnership, we are well positioned to build relationship and provide additional value to the WVVH and TSCTI is capable enough to provide healthcare/nursing staffing services to WVVH program and clinical areas as needed including, but not limited to: **Registered Nurses, Licensed Practical Nurses, Health Service Assistant** and many more.

To ensure the success of this contract we will assign a dedicated Account Director (**Single Point of Contact for the WVVH**) Mr. Sandeep Singh, PMP and having an extensive experience in managing similar temporary staff augmentation contracts within the scope as outlined in the solicitation. In addition, he has extensive experience in leading all phases of the staffing services life cycle and is particularly adept in facilitating and leading resource need gathering to deliver the right resources within the given timeline and budget. With his combined management, technical and staffing subject matter expertise, we are confident that he will lead the proposed team in delivering paramount quality services to the WVVH on time and within budget. Along with him, a dedicated account team has been assigned to WVVH. We will be coordinating with the designated teams of WVVH to achieve the goals as set by this RFQ.

Through a network of **5500+** consultants and **18** branches across the nation, TSCTI helps more than **350 public sector agencies** to reach their objectives every day. Our **27 years** of immense experience will assist WVVH to fulfill set program goals. We have access to the greatest number of highly qualified healthcare/nursing professionals in the industry. With **D&B Rating score of 95**, we have been successfully serving a huge customer base with a high level of customer satisfaction. TSCTI has successfully delivered more than **\$50M** of nursing/healthcare staffing services with over **600,000 hours** in the last five years. Our contract management approach to deliver such contracts is based on proven life-cycle methodologies and integrates the **HCSS, ASA, HIPPA & OSHA** compliance criteria. We take a collaborative approach to help our clients in providing Healthcare/Nursing Staffing services, ensuring high performance, flexibility, and seamless services to enable better business value. TSCTI has a team of more than 300 domain-specific recruiters to source, recruit and select the best available qualified, certified and licensed nursing staff for the WVVH. Winning world-renowned awards like “**Forbes: Best companies to work for**” & “**SIA – 2022 Largest Healthcare Staffing Firms in the US**”, is a testimonial that we always go that extra mile to deliver our promises. TSCTI has recently received **accreditation** from the esteemed **Joint Commission [Health Care Staffing Services (HCSS)]**. This accreditation is a testament to our dedication to upholding the highest standards of quality, safety, and professionalism in our services.

Our largest contract with similar scope is with the State of New Jersey where have placed **over 7000** clinical, nursing, healthcare, non-clinical, and medical professionals to support the State’s Medical facilities. In addition, TSCTI has recently been awarded the Statewide Temporary Staffing Services Contract for the entire Commonwealth of Virginia. TSCTI is the Primary Vendor and till now we have provided **1400 temporary employees** on this contract and the numbers are on a rise with every passing day. Virginia Department of Health is the biggest department we cater to on this contract with over **300 Healthcare Staff** currently active and working at different sites across VA. Recently TSCTI has been awarded an **MSP** contract for **the Department of Management Services, Florida** to provide temporary staffing services for administrative, industrial, nursing, and medical temporary staffing services via the managed service provider solution. Since June 2022, TSCTI has been awarded as a **prime MSP vendor** and is utilizing its reliable and easily accessible Managed Service Provider Solution by placing more than 1200 professionals.

In the year 2023, we provided around 5500 temporary employees on our contracts with government entities. Our temporary staff have worked in environments similar to that of WVVH and have extensive experience in providing support for projects whether large or small, complex, or simple. With a trained

team consisting of 300+ domain-specific recruiters, proprietary database of over 5.1M pre-vetted resumes powered by “JobDiva”, and in-house employees, TSCTI is capable enough to provide healthcare/nursing staffing services to WVVH program and clinical areas as needed including, but not limited to **Registered Nurses, Licensed Practical Nurses, Health Service Assistant**. It is our hope that you will select TSCTI as WVVH’s staffing partner and allow us to demonstrate the value we can bring to WVVH.

The attached TSCTI response addresses all requirements identified in the solicitation and complies with all applicable Federal, State, local laws, rules, and regulations. We acknowledge the issued **Addendum No.1** and agree to all the rules, laws, procedures, terms, and conditions specified in the solicitation. Should you have any questions regarding this proposal, please feel free to contact me. We look forward to a mutually rewarding partnership.

Sincerely,



Ashley Christina De Sa – Administrator
22nd Century Technologies, Inc.
HQ/Mailing Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102
Local Address: 5098 Washington St W, Cross Lanes, WV 25313
T: 866-537-9191 Ext 2 | **F:** 732-537-0888 | @: sledproposals@tscti.com

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Required Forms

	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: 1397508 Doc Description: Open End Purchase For Contract Temporary RN, LPN, HSA		Reason for Modification:	
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-20	2024-04-04 13:30	CRFQ 0618 BVH240000002	1

BID RECEIVING LOCATION BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US
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VENDOR Vendor Customer Code: 000000118062 Vendor Name : 22nd Century Technologies, Inc. Address : 8251 Greensboro Drive Street : Suite 900 City : McLean State : VA Country : US Zip : 22102 Principal Contact : Ashley Christina De Sa Vendor Contact Phone: 866 537-9191 Extension: 2
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FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov

Vendor Signature X 	FEIN# 22-3502121	DATE April 4, 2024
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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 Home Barboursville, WV, to establish an open-end contract for Temporary RN, LPN, HSA Employee's located 512 Water St, Barboursville WV 25504, per the attached documentation.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US		WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Nursing Services RN, LPN, HSA	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
 Please refer to Exhibit "A" Pricing Page to input pricing.
 Contract Nursing Services RN, LPN, HSA

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-26

	Document Phase	Document Description	Page
BVH240000002	Draft	Open End Purchase For Contract Temporary RN, LPN, HSA	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

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

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

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

Revised 8/24/2023

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: 03/26/2024 at 11:00 am., est.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: david.h.pauline@wv.gov

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

6. BID SUBMISSION: All bids must be submitted 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 N/A 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.

Revised 8/24/2023

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: 22nd Century Technologies, Inc.
BUYER: David Pauline
SOLICITATION NO.: CRQS 0618 BVH24*02
BID OPENING DATE: 04/03/2024
BID OPENING TIME: 1330pm
FAX NUMBER: 732- 537-0888

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: 04/04/2024 1:30 pm., est.

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

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

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

Revised 8/24/2023

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.

Revised 8/24/2023

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.”

Revised 8/24/2023

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.

Revised 8/24/2023

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.

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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 one (1) year . 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 three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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

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

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

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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.

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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.

Valid WV Registered Nursing License



Valid Cardiopulmonary Resuscitation Certification



WV Licensed Practical Nurse License



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.

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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: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$100,000.00 per occurrence.

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

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

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

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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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.

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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.

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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 www.state.wv.us/admin/purchase/privacy.

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

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

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

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

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

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

34. VENDOR 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.

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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.

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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.

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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.

Revised 8/24/2023

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.

Revised 8/24/2023



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) Ashley Christina De Sa - Administrator

(Address) 8251 Greensboro Drive, Suite 900, McLean, VA 22102

(Phone Number) / (Fax Number) Phone No.- 866-537-9191 Ext 2 | Fax No.- 732-537-0888

(email address) sledproposals@tscti.com

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.

22nd Century Technologies, Inc.

(Company) 

(Signature of Authorized Representative) Ashley Christina De Sa - Administrator, April 4, 2024

(Printed Name and Title of Authorized Representative) (Date) Phone No.- 866 537-9191 Ext 2 | Fax No.- 732- 537-0888

(Phone Number) (Fax Number)

sledproposals@tscti.com

(Email Address)

Revised 8/24/2023

REQUEST FOR QUOTATION – CRFQ BVH24*02
[Direct Care Staffing for Nursing Services]

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Veterans Home to establish an open-ended contract for Temporary Health Service Assistant (HSA) for direct care staffing.

THIS PROCUREMENT MAY BE FUNDED IN WHOLE OR PART BY FEDERAL FUNDS. PLEASE SEE ATTACHMENT 1: PROVISIONS FOR FEDERALLY FUNDED PROCUREMENTS

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 **“Contract Services”** means the services as outlined in these specifications to satisfy the requirements of the agency facility located at 512 Water St Barboursville, WV 25504 as noted herein.
- 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
- 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 **“RN”** means Registered Nurse.
- 2.5 **“LPN”** means Licensed Practical Nurse.
- 2.6 **“Agency”** means West Virginia Veterans Home.
- 2.7 **“WVVH”** means West Virginia Veterans Home located at 512 Water St., Barboursville, WV 25504
- 2.8 **“PointClickCare”** means the medical records software utilized by the Agency.
- 2.9 **“Staffing Agency”** means the prospective vendor.
- 2.10 **“Ten-Panel Drug Screen”** means a drug test for the presence of Amphetamines, barbiturates, benzodiazepines, cocaine, methadone, methaqualone, opiates, phencyclidine (PCP), and propoxyphene.

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2.11 “WV CARES” means the West Virginia Clearance for Access: Registry & Employment Screening administered by the WV Department of Health and Human Resources to conduct background checks on all prospective direct patient access employees.

3. QUALIFICATIONS:

3.1 Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1.1 RN(s) must hold a valid WV Registered Nurse License.
- 3.1.2 RN(s) must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 3.1.3 LPN(s) must hold an unencumbered valid WV Licensed Practical Nurse License with no disciplinary actions.
- 3.1.4 LPN(s) must have a current Cardiopulmonary Resuscitation (CPR) Card.
- 3.1.5 LPN(s) must be registered with WV Cares and affiliated with the Staffing Agency.

4. MANDATORY REQUIREMENTS

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

4.1.1 Registered Nurses (RNs)

- 4.1.1.1 RN(s) must have at least (1) year of working experience.
- 4.1.1.2 RN(s) must be licensed and in good standing with the West Virginia Board of Nursing.
- 4.1.1.3 RN(s) could oversee the work of others, as assigned.
- 4.1.1.4 RN(s) will provide for the emotional and physical comfort and safety of the residents.

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4.1.1.5 The nursing station must remain staffed aside from breaks and lunches. Rounds throughout the facility are not done but some travel throughout the facility may be required.

4.1.1.6 RN(s) must record all work in resident charts and in PointClickCare.

4.1.1.7 RN(s) must ensure documentation into residents' electronic medical records or paper charts are entered in a timely manner per the policies, procedures, and common practices of the facility. Proper methods of documentation will be discussed in greater detail during the facility orientation.

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

4.1.1.9 RN(s) must oversee all medical related emergencies.

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

4.1.1.11 RN(s) must adhere to the mandatory overtime policy and guidelines set by the facility.

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

4.1.2 Licensed Practical Nurses (LPNs)

4.1.2.1 LPN(s) must be licensed and in good standing with the West Virginia Board of Nursing.

4.1.2.2 LPN(s) must assist professional nursing and medical staff in providing care to residents, including medical treatments, administering medications, injections, and assisting in care planning and recording.

4.1.2.3 LPN(s) must screen residents and record medical information; assist physician and registered nurse in examinations and treatments; set up and clean examination areas; give injections

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and immunizations; instruct residents in the use of medications and possible side effects.

4.1.2.4 LPN(s) will provide for the emotional and physical comfort and safety of the residents.

4.1.2.5 The nursing station must remain staffed aside from breaks and lunches. Rounds throughout the facility are not done but some travel throughout the facility may be required.

4.1.2.6 LPN(s) must ensure documentation into resident's electronic medical records or paper chart are entered in a timely manner per the policies, procedures, and common practices of the facility. Proper methods of documentation will be discussed in greater detail during the facility orientation.

4.1.2.7 LPN(s) must respond to inquiries of family members, advocates, and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPAA Regulations.

4.1.2.8 LPN(s) must adhere to the mandatory overtime policy and guidelines set by the facility.

4.1.2.9 If an LPN is sent to replace a CNA they must be billed and paid CNA wages for that shift.

4.1.2.10 LPN(s) must record all work in resident charts and in PointClickCare.

4.1.3 Certified Nursing Assistant/Health Service Assistant

4.1.3.1 CNA/HSA must have current certification or registration as a Nursing Assistant or Nurse Aide.

4.2 Staffing Requirements

4.2.1 The successful vendor must provide healthcare staffing as requested by the facility to be compatible with weekdays, weekends, and holidays (Holidays include New Years' Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.)

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- 4.2.2** Successful vendor must provide hourly rates that are inclusive of all federal, state, and local withholding taxes, social security, and Medicare taxes, social security, and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
- 4.2.3** Successful vendor shall provide the Facility with information on each healthcare staff member according to the state and federal standard, including applications and WV Cares background check. The information must be submitted to the Agency before the staff member reports to work and must be sent to the facility along with the following: CPR Certification, references, confidentiality agreement, and other requested documents, such as current physical examination, immunization records, negative 10-panel drug screening and licensure confirmation. No nurse providing services to the Facility under this agreement will have been investigated and substantiated by the Board of Nursing or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.2.4** The Vendor will agree to provide the required number of staff needed for a shift and/or assignment for at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency's employee calls off, that staffing agency must fill the shift.
- 4.2.5** All temporary staffing must adhere to the policies and procedures of our facility, including attendance, tardiness, and mandatory training. The Facility will discipline staff per our policy and procedures. All disciplinary actions taken by the facility will be to the staffing agency.
- 4.2.6** Successful vendor shall ensure the following regarding the staff to be provided. This documentation is to be forwarded to the facility Director of Nursing (DON) fourteen (14) days prior to beginning employment. No staff will be allowed to begin employment until this documentation is provided and verified by the WV Veterans Home (WVVH). Checklist is provided in the attachments.
- 4.2.6.1** Has completed the required training and education for the position in which the vendor's employee has been submitted for.

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- 4.2.6.2** The vendor's employee must possess a valid certification and/or professional license with the State of West Virginia for the position the employee is being submitted for.
- 4.2.6.3** Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series. Upon request, vendor must provide copies of immunization results.
- 4.2.7** If the agency requests a CNA and a Registered Nurse and/or Licensed Practical Nurse is provided instead, the agency will only agree to pay CNA rate. If an LPN is requested and a Registered Nurse is provided instead, the agency will only agree to pay the LPN rate.
- 4.2.8** All agency staff are required to cooperate fully with any investigators without any delay.
- 4.2.9** WVH will pay the agency for lunch breaks.
- 4.2.10** All employee paperwork must be sent to and approved by the facility prior to an employee beginning orientation.
- 4.2.11** The awarded vendor must update all employee personal files annually and a copy sent to the facility.
- 4.2.12** Employees are to request time off personally from the facility and must speak to the RN Supervisor and also call their staffing agency two (2) hours prior to their scheduled shift.
- 4.2.13** Any schedule changes must be communicated by email or text to the Director of Nursing or his/her designee two (2) hours prior to scheduled shift.
- 4.2.14** Contracted staff must cover ALL Saturdays and Sundays each month. We do not honor any restrictions on lifting or limited hours for contracted staff.
- 4.2.15** Holidays paid include New Years' Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day. The holiday time starts at twelve (12) midnight on the evening before and ends at 23:59 on the day. The pay rate will be time and a half for said holidays.

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- 4.2.16** The successful vendor must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead costs.
- 4.2.17** The facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a WV State facility or office to return and work through the staffing vendor.
- 4.2.18** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Fiscal Office at the WVVH for all services provided pursuant to the terms of the contract. For tracking purposes only, the Vendor will provide the Agency facility a weekly spreadsheet to complete hours worked. These spreadsheets are collected weekly by the Fiscal Office. The agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.
- 4.2.19** WVVH agrees to pay overtime to the awarded Vendor for RNs, LPNs, and HSAs for hours in excess, as defined as any hours over regular forty (40) hour schedule per week, will be considered overtime. The vendor/staffing agency will be paid the additional rate listed under the overtime portion on the bid sheet. LPNs shall not exceed more than three (3) thirteen-hour shifts per week unless approved by the Director of Nursing in writing. This can be by email.
- 4.2.20** WVVH reserves the right to cancel any shift. It shall notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.

5. CONTRACT AWARD:

- 5.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 Pricing Pages:** Vendor should complete the Pricing Pages by entering hourly rates for each job title next to the estimated annual usage hours. In the total column the vendor should enter in the totals by calculating the hourly rate of each title to the corresponding estimated annual usage hours.

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Finally, all totals should be combined at the bottom. The vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

The vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: david.h.pauline@wv.gov.

6. **Performance:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay an all-inclusive hourly rate, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. The vendor shall accept payment in accordance with the payment procedure of the State of West Virginia.
8. **VENDOR DEFAULT:**
 - 8.1 The following shall be considered a vendor default under this Contract.
 - 8.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
 - 8.1.2 Failure to comply with other specifications and requirements contained herein.
 - 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 8.1.4 Failure to remedy deficient performance upon request.

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

- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

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

Contract Manager: Mr. Sandeep Singh
Telephone Number: 866-537-9191 Ext 2
Fax Number: 732-537-0888
Email Address: sledproposals@tscti.com

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Provisions Required for Federally Funded Procurements

1. **Federal Funds:** This purchase is being funded in whole or in part with Federal Funds and is subject to the requirements established in 2 CFR § 200. Pursuant to 2 CFR § 200.317 the provisions of 2 CFR §§ 200.322 and 200.326 are expressly included in this solicitation below and incorporated into any contract resulting from this solicitation by reference.
2. **2 CFR §200.322 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **§200.326 Contract provisions:** Pursuant to the requirements contained in 2 CFR §§ 200.317 and 200.326, the following provisions are included any contract resulting from this solicitation, to the extent that the provisions are applicable.

(A) At a minimum, the administrative, contractual, or legal remedies contained in W. Va. CSR § 148-1-5 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract resulting from this solicitation in instances where contractors violate or breach contract terms for contracts for more than the simplified acquisition threshold currently set at \$150,000 (which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908),.

West Virginia Code of State Rules § 148-1-5 states:

§ 148-1-5. Remedies.

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.d. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.d.1. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.d.2. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.a. The Director may suspend, for a period not to exceed one (1) year, the right of a vendor to bid on procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.a.1. The vendor has exhibited a pattern of submitting bids and then requesting that its bid be withdrawn after bids have been publicly opened. For purposes of this provision, a pattern is two or more instances in any 12 month period.

5.4.a.2. The vendor has exhibited a pattern of poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to, two or more instances of any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; and failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.a.3. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.a.4. The vendor's actions have given rise to one or more of the grounds for debarment listed in section 5A-3-33d.

5.4.b. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.b.1. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.b.2. A notice of suspension must inform the vendor:

5.4.b.2.A. Of the grounds for the suspension;

5.4.b.2.B. Of the duration of the suspension;

5.4.b.2.C. Of the right to request a hearing contesting the suspension;

5.4.b.2.D. That a request for a hearing must be served on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension;

5.4.b.2.E. That the vendor's failure to request a hearing no later than five (5) working days of the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.b.2.F. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.b.3. A vendor's failure to serve a request for hearing on the Director no later than five (5) working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond. 5.4.b.4. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.b.5. Within five (5) working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.b.6. The hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.c. A vendor may appeal a decision of the Director to the Secretary of Administration. The appeal must be in writing and served on the Secretary no later than five (5) working days of receipt of the Director's decision.

5.4.d. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within ten (10) working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.e. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in West Virginia Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.a. Debarment proceedings shall be conducted in accordance with West Virginia Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.b. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.c. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor,

including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated. 5.5.d. Pursuant to West Virginia Code section 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.e. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.6. Damages.

5.6.a. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.b. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.c. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

(B) At a minimum, the termination for cause and for convenience provisions contained in W. Va. CSR § 148-1-5.2 and the applicable definitions contained in W. Va. CSR § 148-1-2 apply to any contract in excess of \$10,000 resulting from this solicitation.

West Virginia Code of State Rules § 148-1-5.2 states:

5.2. Contract Cancellation.

5.2.a. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.a.1. The vendor agrees to the cancellation;

5.2.a.2. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.a.3. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.a.4. The existence of an organizational conflict of interest is identified;

5.2.a.5. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition.

5.2.a.6. Violation of any federal, state, or local law, regulation, or ordinance.

5.2.b. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

5.2.c. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “**federally assisted construction contract**” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR § 60-1.3 defines “Federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Accordingly, to the extent that this contract meets the definition of a "federally assisted construction contract" under 41 CFR Part 60-1.3, the following clause is included:

41 CFR 60-1.4 - Equal opportunity clause. (b) Federally assisted construction contracts.

In accordance with the requirements of described above, and except as otherwise provided in the applicable regulations, the following language is hereby incorporated into any contract resulting from this solicitation involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following; Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may

request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Davis-Bacon Act, as amended (40 U.S.C.3141–3148). Any construction contract resulting from this solicitation hereby requires compliance with the Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor

Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week.

Any construction contract resulting from this solicitation hereby requires compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, any contract resulting from this solicitation in excess of \$100,000 that involve the employment of mechanics or laborers hereby requires compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- (G) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended**— Any contract resulting from this solicitation in excess of \$150,000 hereby requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act (42 U.S.C. 7401–7671q)** and the **Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387)**.
- (H) **Debarment and Suspension (Executive Orders 12549 and 12689)**— Any contract resulting from this solicitation will not be awarded to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
- (I) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**— Any contract resulting from this solicitation requires compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

	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: 1397508 Doc Description: Open End Purchase For Contract Temporary RN, LPN, HSA		Reason for Modification:	
Proc Type: Central Master Agreement			
Date Issued 2024-03-20	Solicitation Closes 2024-04-04 13:30	Solicitation No CRFQ 0618 BVH2400000002	Version 1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 00000118062
Vendor Name : 22nd Century Technologies, Inc.
Address : 8251 Greensboro Drive
Street : Suite 900
City : McLean
State : VA **Country :** US **Zip :** 22102
Principal Contact : Ashley Christina De Sa
Vendor Contact Phone: 866-537-9191 **Extension:** 2

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

Vendor Signature X  FEIN# 22-3502121 DATE April 4, 2024

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 Home Barboursville, WV, to establish an open-end contract for Temporary RN, LPN, HSA Employee's located 512 Water St, Barboursville WV 25504, per the attached documentation.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV	BARBOURSVILLE	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Nursing Services RN, LPN, HSA	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
 Please refer to Exhibit "A" Pricing Page to input pricing.
 Contract Nursing Services RN, LPN, HSA

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-26

	Document Phase	Document Description	Page
BVH240000002	Final	Open End Purchase For Contract Temporary RN, LPN, HSA	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



	Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130	State of West Virginia Centralized Request for Quote

Proc Folder: 1397508 Doc Description: Open End Purchase For Contract Temporary RN, LPN, HSA Proc Type: Central Master Agreement	Reason for Modification: Addendum No. 1								
<table border="1"> <thead> <tr> <th>Date Issued</th> <th>Solicitation Closes</th> <th>Solicitation No</th> <th>Version</th> </tr> </thead> <tbody> <tr> <td>2024-03-26</td> <td>2024-04-04 13:30</td> <td>CRFQ 0618 BVH2400000002</td> <td>2</td> </tr> </tbody> </table>	Date Issued	Solicitation Closes	Solicitation No	Version	2024-03-26	2024-04-04 13:30	CRFQ 0618 BVH2400000002	2	
Date Issued	Solicitation Closes	Solicitation No	Version						
2024-03-26	2024-04-04 13:30	CRFQ 0618 BVH2400000002	2						

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000118062
 Vendor Name : 22nd Century Technologies, Inc.
 Address : 8251 Greensboro Drive
 Street : Suite 900
 City : McLean
 State : VA Country : US Zip : 22102
 Principal Contact : Ashley Christina De Sa
 Vendor Contact Phone: 866 537-9191 Extension: 2

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

Vendor Signature X  FEIN# 22-3502121 DATE April 4, 2024

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

ADDITIONAL INFORMATION
Addendum No. 1
To provide responses to the vendor technical questions, see attached.
Bid opening remains April 4, 2024, at 1:30 pm., est.
No other changes.

INVOICE TO	SHIP TO
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Nursing Services RN, LPN, HSA	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
 Please refer to Exhibit "A" Pricing Page to input pricing.
 Contract Nursing Services RN, LPN, HSA

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-26

	Document Phase	Document Description	Page
BVH240000002	Final	Open End Purchase For Contract Temporary RN, LPN, HSA	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



TSCTI Qualification

TSCTI is a mature staffing company, with over 27 years of experience in providing nursing, medical and healthcare staff to various federal, state, and local agencies. Certified as **ISO 9001, ISO 20000-1, and ISO 27001**, TSCTI was recognized as **the largest staffing firm in the US by Staffing Industry Analysts (SIA)**. Our contract management approach to deliver such contracts is based on proven life-cycle methodologies and integrates the **HCSS, ASA, HIPPA & OSHA** compliance criteria. Winning world-renowned awards like **“Forbes: Best companies to work for” & “SIA – 2022 Largest Healthcare Staffing Firms in the US”**, is a testimonial that we always go that extra mile to deliver our promises. TSCTI has recently received **accreditation** from the esteemed **Joint Commission [Health Care Staffing Services (HCSS)]**. This accreditation is a testament to our dedication to upholding the highest standards of quality, safety, and professionalism in our services.

TSCTI supports government clients **in all 50 states on 350+ staffing contracts** and has grown to be a company that is trusted and sought for providing a complex mix of workforce solutions. Over the last 27 years, we have built a strong business model that is carefully constructed to deliver on multiple facets. With **D&B Customer Satisfaction Open rating score of 95**, we have been successfully serving the customer with a high level of customer satisfaction. We have proven past performance of providing services that exceed our clients' expectations. Our Service Delivery model with over 300 domain-specific recruiters, data miners and research analysts working across multiple time zones is backed by an internal database of over 5.1 million resources across all major industries.

Having previous experience in veteran homes, nursing homes, mental health departments, correction departments, medical health department, rehabilitation centers, veteran homes, and departments of health enables us to provide temporary staffing services, minimizing service interruptions and exposure risks. Our recruitment and HR processes are ISO 9001 compliant, which ensures use of proven processes in providing qualified staff to the WVH. With a firm grip on the entire spectrum of staffing solutions, we have successfully delivered more than **\$50M** of healthcare/nursing staffing services with over **600,000 hours** in the last five years. TSCTI is a financially stable and growing company. In 2023, we were financially valued at **\$480M+**. We currently have a **credit line of \$11 million** and **hold deposits of over \$56million at the Bank** and have the required financial capacity to provide the services. We don't have any short-term or long-term debts.

Key Statistics:

- Successfully delivered 10000+ hours of Staffing services in the State of WV in the last 5 years.
- Over 5500 skilled professionals are placed with public healthcare agencies.
- Operating as S-Corporation with D&B open rating 95
- Over 350 clients, including 65% of the state and local government entities.



Office Address: 5098 Washington St W, Cross Lanes, WV 25313



- 18 locations throughout the nation with 5500+ W2 employees
- \$480M+ revenue for FY 2023
- A proprietary database of over 5.1M resumes.
- 10000+ TSCTI employees working at client locations as of now.

Mission Statement: To create value in every interaction, with all entities, by providing the highest levels of service, while staffing the universe one person at a time.

TSCTI's Local Presence: TSCTI has a local office located at **5098 Washington St W, Cross Lanes, WV 25313** which is just 30 mins away from the WVVH location. TSCTI will commence all the services from this location and will also assign a dedicated Account Manager to handle the WVVH's project and will be available 24*7.

With over 27 years of experience in providing healthcare staffing services to various State and Local agencies, TSCTI brings a wealth of expertise and knowledge in this specialized field. Our track record demonstrates their ability to successfully meet the staffing needs of healthcare organizations and government agencies, ensuring the delivery of high-quality healthcare services to the community. **Below are the few highlights of our firm, which demonstrates key benefits we can offer the WVVH to achieve contingent staffing goals:**

- ❖ **Strong Local Presence and Experience:** With over 27 years of dedicated service in the healthcare staffing industry, TSCTI has consistently demonstrated a proven record of excellence. TSCTI has successfully provided healthcare organizations with top tier nursing professionals, ensuring quality patient care and client satisfaction. Our extensive experience spans a multitude of State and Local agencies, including notable clients such as *State of West Virginia – Statewide Contract for Temporary Staffing Services, Department of Health and Human Resources (State of West Virginia), Virginia Housing Development Authority (VHDA), District of Columbia, City of Chesapeake, City of Portsmouth, Fairfax County Public Schools, City of Durham, Mecklenburg County, Wake County Government, District of Columbia Water and Sewer Authority (DC Water), Washington Metropolitan Area Transit Authority* to name a few.
- ❖ **Dynamic Staff Pool and Extensive Resume Database:** TSCTI has excellent resources in its resume database pool for various healthcare/nursing categories required by the WVVH. TSCTI has more than 240,000 highly proficient and experienced candidates in our resumes database across the US for required Healthcare/Nursing Services as mentioned in RFQ, out of which more than 24,000 are local to the State of WV. We keep on updating our database, enabling us to meet the requirements of the client with short-term notice. We leverage a proprietary talent database of more than 5.1M+ qualified staff for various categories which include Nursing, Healthcare and Medical to name a few. Our Applicant Tracking and Talent Management System (TMS) are structured to allow for the vertical sourcing of talent appealing to our target markets and may be queried based on any number of criteria, including skill set, experience, certifications, and location. This allows for on-demand recruitment tailored to the unique needs of WVVH (e.g., experience, technical certifications, etc.).
- ❖ **Contingent Recruiting & Resource Management:** TSCTI is equipped with the essential resources to seamlessly implement nurse staffing services, leveraging advanced technology platforms, an extensive network of healthcare/nursing professionals, and a proprietary resume database of over 5.1 million. Our recruiting teams deploy customized strategies, utilizing innovative approaches to attract staff aligned with your organization's culture, mission, and Statement of Work (SOW). With support from our branch network and strategic partnerships, we ensure efficient handling of large-volume and contingency ramp-ups for our clients.

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- ❖ **Local office support:** TSCTI will assign a Client Engagement and Delivery Office (CEDO) for the WVVH contract to provide regular and after-business-hours support. The perk of our local office located at: **5098 Washington St W, Cross Lanes, WV 25313** which is just 30 mins away from the WVVH location, empowers TSCTI to respond quickly to all WVVH's requirements and queries, with a turnaround time of as little as 2- 4 hours for the requirements. The local office ensures a perfect match with continuity at a place using an innovative, best-in-class 24x7x365 recruiting and deployment engine, complemented by internal teamwork to validate candidate and background, onboarding, candidate replacement, and timesheet management and administration. This ensures sure-fire solutions to request fulfillment, single-point communication, and in-depth analysis of the recruitment scenarios in the local and neighboring areas of WVVH's.
- ❖ **Productivity Tools:** In addition to our prime locations facilities, we utilize **Practice Fusion as an Electronic Health Record (EHR) system**, further elevating our operational efficiency. Practice Fusion enables us to deliver superior patient care efficiently, with coordinated patient care and a unified practice management system. Our electronic suite, featuring **ERPKick** for streamlined timesheet and invoicing processes, and **Job Diva** as an advanced Applicant Tracking System, enhances ordering, timekeeping, and reporting workflows across all our facilities. This comprehensive infrastructure ensures a seamless and efficient experience in service delivery, emphasizing our commitment to operational excellence.
- ❖ **Financial Stability:** TSCTI is a financially stable and growing company. In 2023, we were financially valued at \$480M+. We currently have a credit line of \$11 million and hold deposits of over \$56million at the Bank and have the required financial capacity to provide the services. We don't have any short-term or long-term debts.
- ❖ **Expanded Medical Practice:** While TSCTI initially started as a technology staffing firm, they have significantly expanded their healthcare practice to offer both Clinical and Non-Clinical staffing services. Their ISO certified staffing practices and technology-driven procedures, from recruitment to onboarding, enable them to promptly address their clients' staffing needs. TSCTI maintains an internal pre-vetted resume database consisting of qualified, licensed, and certified healthcare professionals. This extensive network allows them to efficiently match skilled professionals with the specific requirements of the project.
- ❖ **Dedicated Account Management Team:** TSCTI's account management approach for handling contingent staffing contracts ensures that contract requirements and goals are well supported. For WVVH, we are assigning a dedicated account management team to ensure the right delivery of services. The team will also provide regular and "after-business-hours support", giving 24-hour support to the WVVH.
- ❖ **Low turnaround time:** Because of our proactive recruiting approach, ISO compliant methodologies, wide ranging sourcing channels, support by over 300 domain specific recruiters, our fill ratio is more than 97% across all job categories. It takes a maximum of 4-6 working hours to provide a qualified resume. In case of emergency requirement, we can provide a qualified resume within 2 hours or less. Resource replacement whenever required is provided within 24 hours.
- ❖ **Staffing Firm that Delivers the Right Employee:** Our engagement process is focused on our clients and their business needs. This consultative approach, known as our Perfect Fit Program, utilizes a talent pool ranging in the thousands to find the perfect candidate to fit the qualifications of a certain position

for WVH. The Perfect Fit Program includes five phases, which are customized to service your account most effectively.

- **Customer Analysis** - We document & understand our client’s business needs and determine the services that will make the staffing process more efficient and effective.
- **Sourcing** - Our professional recruiters quickly identify the most qualified candidates using their industry knowledge and the extensive networks of our staffing firm.
- **Screening** - At TSCTI, we get to know each candidate beyond just their resume. We find out the skills and qualities that will achieve the perfect fit for your position.
- **Selection** - To complete the hiring process, we ensure all forms, screening, and certifications are verified before the employee starts.
- **Performance Monitoring** - We continually monitor our performance and the performance of our employees to make sure you are continually satisfied with our service.

The proven ability to successfully deliver services to our clients can be demonstrated by our performance during the **COVID-19 and Monkeypox outbreak period**. We are engaged with more than 50 public hospitals, community centers, and health departments to assist them with their staffing needs. Till now, we have provided **7000+ temporary consultants** on a wide array of job disciplines including Clinical, Medical, Nursing and Healthcare, Physicians, Mental Care, Accounting, Legal, Clerical, and HR Professionals to various state agencies, government health departments, hospitals, educational institutes, long-term care facilities, mental health facilities, airports, local offices, health systems, pharmacies, ambulatory surgery centers, clinical laboratories, physician offices, and medical research centers.

Key Milestones:

- **MSP Contracts** – Won MSP in healthcare for State-wide services worth over \$250 million in last 2 Fiscal Years.
- **Growth** – From 40 employees in 2008 to 10,000+ employees in 2023 with \$1.1Billion awarded contract.
- **Government focused** – 130+ Prime contracts with 14 out of 15 Federal Executive agencies including DoD, 298 State & Local contracts with 39 States, 115+ Local agencies, 33 City, 19 Universities and 37 School Districts Clients
- **Customer Satisfaction** – D&B Open Rating of 93 and Exceptional to Vert Good Contract Performance Score (CPAR) on most contracts. Multiple large single award contracts \$100M+ and 1000+ FTEs
- **Surge Support** – Provided over 7,000 resources including nurses, contract tracers and other support staff to several government agencies to support them for the COVID-19 pandemic and Monkeypox.
- **High Employee Satisfaction** - Recognized among “Best Company to Work For” by Forbes.
- **Fast Growth** – Ranked #117 in CRN ‘s Fast Growth 150 ranks solution providers award for 2022.

TSCTI is specialized in providing the following services:

TSCTI's Type of Services		
Healthcare IT	Clinical	Healthcare/Nurse Staffing
22nd Century Technologies, Inc has been providing health care solutions and medical staffing support to Department of Defense hospitals and other medical facilities nationwide. Our professional service solutions are certified as ISO 9001. We are dedicated to improving the quality of patient care across the nation.	22nd Century Technologies, Inc. has been providing Clinical staffing support at medical facilities all over the US. Services we offer are: <ul style="list-style-type: none"> • Family practice physicians, internists, psychiatrists, hospitalists, orthopedic surgeons, radiologists, cardiologists, and surgeons • Nurse Practitioners, Physician Assistants of all Sub-Disciplines 	TSCTI provides quality nurse staffing services to various Healthcare, Pharma industrial clients covering Hospitals (Governmental Entities), Departments of Health, State-wide Clients, Veteran Clients, Educational Institutes, and Medical Research Centers. Some of the examples of TSCTI services are: <ul style="list-style-type: none"> • Registered Nurse (RN)

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<ul style="list-style-type: none"> • Application Development and Sustainment of DoD Health Applications at hospitals • Electronic Health Record Implementation • Electronic Data Interchange • Claims Processing • IT Clinical Support Services • Modernization and Enhancement of Existing Health IT Legacy Systems • Data Migration • Automation of Administrative and Clinical Processes • Health Care specific IT Support (24x7 customer support) • Training and Consulting Services • Associate Professional Clinical Counselor • Associate Clinical Social Worker • Associate Marriage and Family Therapist • Certified Addiction Specialist (CAS) • Certified Addiction Technician 	<ul style="list-style-type: none"> • Dentists, Oral Surgeons, Periodontists, Endodontists, Hygienists • Registered nurses and surgical technologists • Physical, occupational and speech therapists • Histologists, cytologists, and medical lab technicians • Radiation therapists and dosimetrists • Respiratory therapists and sleep technicians • Radiology, ultrasound, MRI, and CT technologists • Pharmacists and pharmacy technicians • Allied Health • Registered Psychotherapist • Mental Health Worker • Licensed Professional Counselors • Licensed Clinical Social Worker • Licensed Social Worker • Licensed Social Worker Candidate • Licensed Marriage and Family Therapist • Candidate Licensed Psychologist • Licensed Psychologist Candidate • Licensed Addiction Counselor 	<ul style="list-style-type: none"> • Licensed Practical Nurse (LPN) • Certified Medical Assistants • Licensed Vocational Nurse • Certified Nurse Aid • Registered Nurses I • Registered Nurse Practitioner • Licensed Psychiatric Technician • Chief Psychiatrist • Resident Physician • Chief Physician • Psychiatric Registered Nurse • Occupational Therapist • Licensed Nursing Assistants • Nurse Practitioners (NP) • Personal Care Attendant • Nurse Supervisor • Bilingual Teen Parenting Program Nurse • Health Service Assistant • Certified Nursing Assistant • Advanced Practice Nurses • Physical Therapist • Licensed Marriage and Family Therapist • Physician • Psychiatrist • Associate Level SOMB • Full Level SOMB Provider • SOMB Supervisor • SOMB Evaluator
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A combination of our experienced management resources, local office, strong bench strength in the local area, incumbency benefit, plus the size and scale of TSCTI, the WVVH is relying on 27 years of know-how in operating with government agencies' accounts which makes us the best qualified firm to provide the medical staffing services. Our 27 years of experience in providing services on temporary medical staffing services will assist WVVH to fulfil its goals. Our Senior Consultants will assist in providing trusted and reliable services. Along with quickly achieving staffing levels to maintain the WVVH revenue goals and providing solutions for their temporary medical personnel staffing shortages, we will assist the WVVH to meet needs to fill short-term, long-term, and permanent positions and long-term associated medical positions as we have access to the greatest number of highly qualified medical and other healthcare professionals in the industry.

TSCTI Experience

TSCTI has been servicing the public sector entities since 1997 and maintains a formal public sector practice as one of our industry specialties. We have successfully acquired, managed, and delivered a variety of nurse staffing projects (the majority of these being very similar to WVVH requirements) and provided nurse staffing services on diverse platforms to both government and commercial agencies. We have productively handled and completed projects and benefited the respective agencies by providing consultants with the skill sets as per their requirements. TSCTI has a strong local business existence and connected covering with all states across the WVVH and developed strong bonding with State of WV by providing similar nurse staffing services and holding contracts with the State. We understand WVVH's interest lies in what is best for its departments. TSCTI leverages its team of specialists located throughout the nation to enhance our capabilities to best support WVVH's needs. At TSCTI, we build our program to support your unique needs so that WVVH will experience a partnership based on cooperation and focused on the goals and objectives through a professional, well designed service plan.

TSCTI have successfully delivered more than \$50M of healthcare/medical/nursing staffing services with over 600,000 hours in the last five years. We are always acknowledged by the clients for providing a high grade of satisfying services. A proven record of excellence is the single biggest predictor of ability to deliver excellent service to WVVH. With a mission to enhance the quality of healthcare professionals, TSCTI offers premium nursing and medical staffing services to various sectors, including Hospitals (Governmental Entities), Veteran Homes, Veteran Department, Correction Departments, Departments of Health, Nursing Homes, and Medical Research Centers. We believe in a holistic approach, focusing on assisting our clients in achieving their care missions, managing diseases, and developing innovative solutions through continuous research to maintain and improve health, thereby promoting a fulfilling life.

Whether you are seeking a high-quality candidate or an experienced firm for temporary staffing, our 27 years of industry experience positions us to help you achieve your objectives. We excel in rapidly reaching staffing levels to meet your revenue goals and offer solutions for nursing and healthcare staffing shortages. We are committed to fulfilling your requirements for short-term, long-term, and permanent positions, as well as long-term associated health positions. With access to an extensive network of highly qualified nursing and healthcare professionals, TSCTI's recruiting team comprises over 300 specialized recruiters with the expertise to ensure responsive, high-quality, and timely service. By aligning our recruiters by healthcare, nursing, and medical specializations, we harness their collective experience, networks, and best practices to extend our reach into each specific talent community and build robust talent pipelines.

TSCTI has been providing Temporary, Long-Term & On-call Resources Per Diem Employees for Medical, Clinical and Non-Clinical support. In total, we have 350+ contracts including 71 Federal, 39 States, 115 Local agencies, and 60 commercial clients. TSCTI is successfully serving clients like the State of NJ with 7000+ clinical/healthcare/medical/nursing staff under a single contract and over 300+ clinical and nursing staff for Middlesex County Improvement Authority, NJ & similar clinical and nursing staff for entire State of Virginia and placed over 1500+ staff for COVID-19 and Monkeypox support. TSCTI is appraised at ISO 9001:2015 offering a 360-labor solution to our clients. TSCTI is working with over 300 government clients providing supplement staff similar to the services stated in this RFQ.

During the COVID-19 pandemic, TSCTI has contracted with over 50 government and State-wide agencies and maintaining a clean and sort after healthcare recruiting practice required by our industry due to the emerging challenges. Our 27-year history of supporting top initiatives across public health is helping us and our clients, both state and local governments, to achieve their health missions. TSCTI leverages its team of specialists located throughout the nation to enhance our capabilities to best support the WVVH's

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Temporary Staff need. We have a strong service plan and project experience to support the WVVH unique needs. Our healthcare, medical and nursing experience will provide WVVH with a partnership based on cooperation and focused on the goals and objectives through a professional, well designed service plan.

We understand WVVH's interests lie in what is best for your departments. TSCTI leverages its team of specialists located throughout the nation to enhance our capabilities to best support WVVH's needs. At TSCTI, we build our program to support your unique needs so that WVVH will experience a partnership based on cooperation and focused on the goals and objectives through a professional, well designed service plan.

Serving public sector since 1997, We understand WVVH's needs.

TSCTI is currently involved in providing support to the various State Agencies by providing Respiratory Therapists, Medical Assistants, Licensed Nursing Assistant, Certified Nursing Assistant, Health Service Assistant, Licensed Vocational Nurse, Licensed Psychiatric Technician, Nurse Practitioner, Certified Medical Assistant, Dentist, Physician Assistant, Psychiatric Registered Nurse, Licensed Practical Nurse, Registered Nurse, Physical Therapist, Occupational Therapist, Mental Health Worker, Associate Professional Clinical Counsellor, Associate Clinical Social Worker, Associate Marriage and Family Therapist, Licensed Professional Counsellors, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Psychiatrist, Care Manager, Emergency Medical Technician (EMT), Personal Care Attendant, Case Investigation, Physical Therapist, Respiratory Therapist, Certified Medication Aids, Contact Tracing, Occupational Therapist Assistant, Psychiatric Social Worker, Nurse Practitioners, Occupational Therapist, Licensed Mental Health Technician, Public Health Program Associate, Public Health Program Specialist, Senior Public Health Program Specialist, Public Health Program Supervisor, Public Health Program Manager, Public Health Environmental Associate, Public Health Environmental Officer, Public Health Environmental Specialist, Public Health Environmental Supervisor, Public Health Environmental Manager, Associate Epidemiologist, Epidemiologist, Senior Epidemiologist, Epidemiology Manager, Laboratory Support Assistant, Laboratory Support Technician, Safe isolation and Quarantine, Clinical and Social Referrals, Health Screeners, Case Investigators, Data Analyzers, Testers, contact tracing, supplying, and tracking vaccine, and administration of vaccination services at both State, District and Regional levels.

TSCTI is ready to accomplish the stated mission of WVVH's by virtue of the right mix of highly qualified personnel and our expertise in the local market accompanied by local office support. In the following, TSCTI provides a description of our largest contracts with similar scope and services which demonstrate our ability to serve WVVH. On all these contracts, we provided staffing support in every service category mentioned in the solicitation document. While no two contracts are identical, each of the contracts we have included has one or more dimensions which demonstrate capabilities, assets, and/or experience which are directly applicable to the services being requested by WVVH.

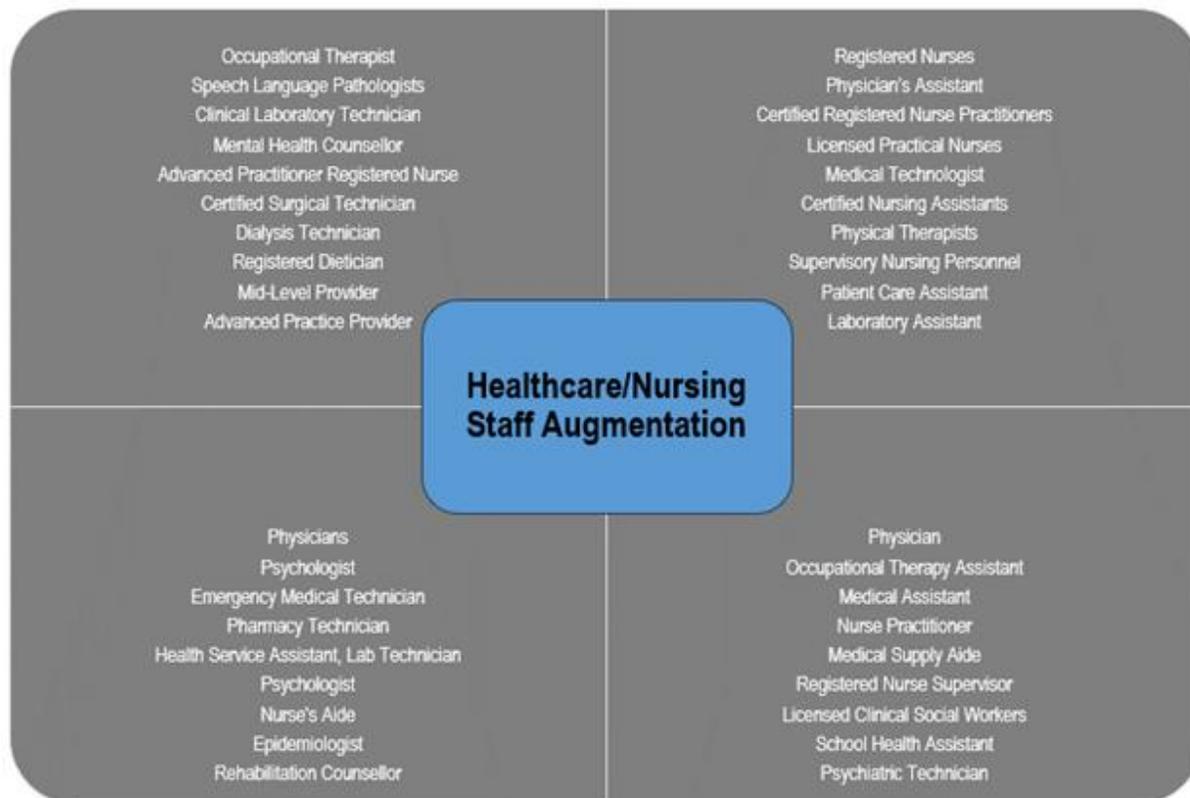
- 7000+ FTEs**

The State of New Jersey
Temporary Staffing contract was implemented in February 2018 with the goals of reducing costs, adding value, enhancing resource quality, improving resource retention, increasing State's Economic Impact (minority, women, and veteran business outreach) and gaining greater command and control through a centralized database and reporting system. This contract with TSCTI is used by 150+ state agencies with 20,000+ employees to fulfil their temporary staffing needs. TSCTI is managing 5,000+ temporary staff throughout the state of New Jersey utilizing Staffing Management and Tracking System (SMTS). We have been delivering continuous process improvement enhancements which have reduced administrative burden, improved communication, provided cost savings and overall organizational and

contract efficiencies utilizing our SMTS system.

- **The Commonwealth of VA** **1500+ FTEs**
As a *single staffing provider* on 8 service lots to the Commonwealth and its authorized users, TSCTI furnish all labor, supervision, equipment, tools, parts, and materials, as necessary, to maintain the Temporary Services per requirements. As an employer of record provider, TSCTI is responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer Federal and State mandatory requirements for employees.
- **Iowa Veterans Home** **750+ FTEs**
TSCTI has partnered with Iowa Veterans Home to deliver specialized healthcare staffing services, ensuring the provision of high-quality care to veterans. Leveraging our extensive network of qualified nursing and healthcare professionals, we have successfully addressed their staffing needs and contributed to enhancing the standard of healthcare services provided to veterans at the facility.
- **Ohio Veteran Homes** **550+ FTEs**
For Ohio Veteran Homes, TSCTI provides staffing and payroll services, overseeing non-permanent individuals delivering services to the Homes who are not direct employees. This includes roles such as healthcare aides, administrative assistants, maintenance staff, and other support positions. TSCTI efficiently manages the employment of over 200 individuals, supervising an annual payroll of \$2.5 Million and ensuring compliance with all state and federal tax and payroll regulations.
- **The State of Colorado** **300+ FTEs**
We entered into this contract with the State as one of the qualified firms to provide staffing services for local agencies and divisions. Since 2012, we have provided services to numerous agencies within the state. The State has spent \$5M+ on the temporary staffing of over 300 consultants.
- **NY Fire Department** **200+ FTEs**
May 2018, TSCTI was awarded a contract by The Fire Department of the City of New York to furnish temporary personnel services to meet the Department's temporary staffing requirements. As a result of this procurement, we transitioned 200+ temporary consultants in a period of less than 30 days. Currently over 300 temporary employees are working in the Department.
- **San Bernardino County, CA** **200+ FTEs**
Since 2021, TSCTI has been the trusted partner of San Bernardino County, CA, providing specialized Temporary Healthcare Professional Services. Our tailored staffing solutions have effectively addressed the county's healthcare staffing needs. Our commitment to quality and efficiency has positively impacted on the county's healthcare services, ensuring a seamless onboarding process and staff retention.
- **Florida Department of Military Affairs** **100+ FTEs**
Transitioned payroll of approximately 100 temporary employees within 4 weeks transition-in period. Scope covers each job category specified in this solicitation. TSCTI provided a dedicated Transition Program Manager and Account Manager who worked with the DMA to capture incumbent staff to bring them on our payroll.
- **The County of Ventura, CA** **100+ FTEs**
A three-year contract to provide payroll services on an as needed basis for locations throughout the County. *As a sole vendor*, TSCTI works closely with the County Human Resources Department to provide quality temporary personnel in a timely manner. We are also responsible for testing, background screening, and orientation, and provide reports of this contract. Till now, 134 placements are made.

Our area of expertise includes the following:



Below is the list of Healthcare/Nursing clients we serve:

Healthcare/Nursing Clients	
Oklahoma Department of Veterans Affairs	Jackson Health System
Maryland Health Benefits Exchange	Office of Temporary and Disability Assistance
State of Colorado	State of Missouri
Somerset County, NJ	Kalamazoo Psychiatric Hospital
Grady Hospital	NJ Department of Health
Social Services (DHSS) Delaware	State of New Jersey
The College of New Jersey	Middlesex County Improvement Authority
State of New York	State of Delaware
State of New Hampshire (Department of Health and Human Services)	John Hopkins University
State of Mississippi	Shelby County
University of Massachusetts Medical School	Minnesota Department of Corrections
New Jersey Department of Education	Marie Katzenbach School for the Deaf
State of West Virginia	Calhoun Community College AL
State of Massachusetts	State of Nebraska
Utah Department of Health	Pima County, Arizona
Walter P. Reuther Psychiatric Hospital	NFPHC- United Medical Center
Minnesota Department of Administration	Arlington Public Schools
Hawaii Health Systems Corporation	Maniilaq Association, AK
Colorado Department of Corrections	State of North Carolina – Temporary Nursing Services
State of MN	Department of Health and Human Services, NC

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Department of Health and Human Services, ME	Cumberland County, NC
Colorado Mental Health Institutes, CO	Eastern State Hospital Purchasing, VA
Colorado Department of Public Health & Environment, CO	The City of New Haven, CT
Wake County Government, NC	District of Columbia - Department of Health, DC
St John County School District, FL	Department of Youth Rehabilitation Services, DC
The School District of Palm Beach County, FL	Roosevelt Care Center (Middlesex County Improvement Authority (MCIA), NJ
County of Lehigh, PA	Burlington County, NJ
County of McHenry, IL	The Fire Department of the City of New York
Arlington Public Schools, VA	State of TX – Division of Disabilities
Iowa Department of Human Services	Division of Developmental Disabilities New Lisbon
St. Louis Developmental Disabilities	NJHS – Division of Developmental Disabilities
Ohio Department of Developmental Disabilities	Department of Behavioral Healthcare, Developmental Disabilities and Hospitals (BHDDH)
Colorado Department of Human Services	Oregon Health Authority – Locum Tenens Services
Polk County Florida – Emergency Nursing Staff for Special Needs Shelters	Ohio Veterans Homes – Temp Staffing RN, LPN & STNA
Commonwealth of Virginia, The Department of Behavioral Health and Developmental Services (DBHDS)	Valley Stream Central High School District, NY
Commonwealth of Massachusetts Executive Office of Health and Human Services	State of South Carolina
Oregon Health Authority, OR	Escambia County, FL
Maricopa County, AZ	University of Central Florida
Commonwealth of Massachusetts Executive Office of Health and Human Services	University Hospital, NY
Dallas Independent School District	The Port Authority of New York and New Jersey
State of Colorado, Department of Personnel and Administration	Los Angeles Unified School District, CA
Minnesota Department of Human Services	Santa Rosa County School, FL
County of Los Angeles, Department of Public Health	Clark County, Washington
San Bernardino County, CA	Department of Health and Human Services, Concord, NH
The Ohio Department of Veteran Services, Ohio Veterans Homes (OVH)	District School Board of Pasco County
State of Missouri Office of Administration Division of Purchasing	New Hampshire Veterans Home
Wake County Public School System	Houston Independent School District TX
Bergen County Technical Schools / Special Services NJ	Polk County, FL
Fresno Unified School District	Commonwealth of Virginia Department of Corrections
California Department of Veterans Affairs, CA	State of AR – Department of Transformation and Shared Services – Office of State Procurement
Richard Hall Community Health and Wellness Center - County of Somerset, Somerville, NJ	Spartanburg County School District 6, South Carolina
State of South Carolina – STC Temporary Doctors Services	Virginia Department of Health (VDH) – Temporary Professional Services
Baltimore City Public Schools, MD – Private Duty and School Health Nursing Services	Department of Behavioral Health and Developmental Disabilities, GA
The West Virginia Department of Health and Human Resources (WVDHHR) – Direct Care Staffing Services	Board of Regents - University of Oklahoma
City of Albuquerque – Temporary Medical Staffing Services	Merrimack County Nursing Home
The North Clackamas School District 12, Milwaukie, OR	The Chicago Board of Education, IL
Douglas County, NE	Clark County, WA
Sullivan County Office of Purchasing & Central Services, NY	Pasco County Schools, FL
Fairfax County, VA	Douglas County, Nebraska

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County of Alameda, CA	The Colorado Department of Corrections, CO
State of Montana Department of Health and Human Services	Clackamas County, Oregon
State of MO – Statewide Temporary Personnel Medical Services QVL	

Below is the list of single awards client where we have delivered comparable services:

Single Award Contracts	
Virginia Housing Development Authority (VHDA)	Healthcare Staffing Services
Sacramento Housing & Redevelopment Agency, CA	Temporary Nursing Staffing
Eastern State Hospital Purchasing, VA	Healthcare Staffing Services
Department of Social and Health Services	Temporary Nursing Staffing Services
The State of New Jersey	Temporary Medical Staffing Services
UNICEF	Healthcare Staffing Services
Oregon Health Authority, OR	Healthcare Staffing Services
Maricopa County, AZ	Healthcare Staffing Services
Lucas County Corrections Center	Temporary Personnel Services
The Port Authority of New York and New Jersey, NY	Temporary Medical Staffing Services
Chesterfield County	Temporary Personnel Services
Department of Social and Health Services, WA	Temporary Nursing Staffing Services
City of Las Vegas	Temporary Personnel Services
City of Lynchburg	Temporary Staff Supplemental Services
City of Richmond	Temporary Nursing Staffing
City of Sunnyvale	Temporary Employment Services
Clackamas County	Temporary Staffing Services
Collier County	Temporary Healthcare Staffing Services
Somerset County, NJ	Temporary Healthcare Staffing Services
Cooperative Educational Services (CES)	Temporary Healthcare Staffing Services
County of San Bernardino, CA	Temporary Nursing Staffing Services
County of San Diego	Temporary Nursing Staffing Services
County of Santa Barbara	Temporary Nursing Staffing
Cumberland County	Temporary Nursing Staffing
Dallas County	Temporary Nursing Staffing
Kalamazoo Psychiatric Hospital	Temporary Medical Staffing Services
Grady Hospital	Temporary Medical Staffing Services
Department of Health, NJ	Temporary Medical Staffing Services
Shelby County, TN	Temporary Employment Services
New Jersey Department of Education	Temporary Nursing Staffing Services
Marie Katzenbach School for the Deaf	Temporary Medical Personnel Services
Walter P. Reuther Psychiatric Hospital	Temporary Medical Staffing Services
Arlington Public Schools	Temporary Nursing Staffing Services
Cumberland County NC	Temporary Nursing Staffing Services
The City of New Haven, CT	Temporary Nursing Staffing Services
San Diego Association of Governments	Temporary Medical Staffing Services
The College of New Jersey	Temporary Medical Staffing Services
Shelby County	Temporary Nursing Staffing Services
State of Montana Department of Health and Human Services	Temporary Nursing Staffing Services

With a rich history of supporting key initiatives across various healthcare/nursing settings, TSCTI collaborates with over 5000 professionals, exemplifying diverse roles such as Certified Nursing Assistant, Licensed Vocational Nurse, Registered Nurses, Licensed Professional Counselor, Licensed Professional Counselor Candidate, Health Service Assistant, Licensed Clinical Social Worker, Licensed Social Worker, Licensed Social Worker Candidate, Licensed Marriage and Family Therapist, Candidate Licensed Psychologist, Licensed Psychologist Candidate, Licensed Addiction Counselor, Certified Addiction

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Specialist (CAS), Certified Addiction Technician, Registered Psychotherapist, Registered Nurse, Licensed Practical Nurse, RN Supervisor, Nurse Practitioners, Respiratory Therapists, Medical Assistants, Directors of Nursing, ENT (Ear, Nose, and Throat Specialists), Physician Assistants, along with professionals in Dentistry, Pharmacy, Optometry, and Ophthalmology, represented by Dentists, Pharmacists, Opticians, and Ophthalmology Technicians. We also engage with vital roles such as Contact Tracers, Case Interviewers, CNAs (Certified Nursing Assistants), Screening Technicians, Case Worker Associates, Sanitarians, Surgical Nurses, Chemotherapy Nurses, Medical Assistants, Physical and Occupational Therapists, Epidemiologists, Laboratory Scientists, and Medical Technologists. Our dedicated team extends to Communicable Disease Investigators, Certified Nurse’s Aides, Senior Nurses, Rehabilitation Counselors, Registered Behavioral Technicians, and Medical Health Technicians. With a commitment to community well-being, we aim to enhance lives and foster a profound sense of fulfilment.

At TSCTI, we offer comprehensive healthcare and nursing services, driven by a mission to provide and elevate the quality of healthcare professionals. We firmly believe in a holistic approach to client care, addressing not only immediate health concerns but also participating in long-term research endeavors. This commitment extends to finding innovative solutions to diseases, promoting overall health, and contributing to the achievement of our clients' missions. Our goal is to support our clients by providing exceptional care, conducting groundbreaking research, and ultimately fostering healthier and more fulfilling lives within the communities we serve.

As a trusted staffing partner for a wide array of healthcare entities, including medical agencies, corrections departments long-term care facilities, hospitals, nursing homes, old-age homes, public health departments TSCTI is uniquely positioned to contribute to this program's success. Our extensive experience in the nursing and healthcare sector has afforded us a deep understanding of the unique challenges faced by these organizations, the critical importance of quality professionals, and the significance of establishing enduring partnerships. This insight positions us to not only to meet immediate staffing needs but also to lay the groundwork for sustained and mutually beneficial relationships with WVH.

In response to the challenges posed by the COVID-19 pandemic, TSCTI has successfully deployed over 7000 medical and healthcare professionals to various public sector healthcare agencies. This track record underscores our commitment to supporting critical healthcare initiatives and providing valuable resources during times of heightened demand.

Engagements with Similar & Local Clients

TSCTI maintains formal public sector practice as one of our industry specialties. Our 27-year history of supporting top initiatives across public sector agencies positions us to help state and local governments achieve their missions. We have extensive experience of serving similar agencies. TSCTI can meet WVH’s requirement and will utilize its similar & local experience. Below, we have demonstrated our experience of providing similar services to some of our prestigious clients.

Name of the Client	State of New Jersey
Period of Performance	2018 – Present
Contract Title	Temporary Staffing Services
Description: Under this contract, TSCTI provides a wide variety of services to various government agencies across the State. We are sole vendor to provide staff for multiple service categories under this contract from its implementation in February 2018 to present, TSCTI has provided over 5000 professionals, developing a strong working relationship with 100+ State agencies the services categories include but not limited to the Allied Healthcare, Medical and Nursing professionals, Professionals as well as the employer of record (EOR)/Payrolling. TSCTI is working closely the department to minimize disruption of service and support efforts to mitigate the spread of the novel coronavirus. We are implementing emergency measures and providing access to care for COVID-19 and other medical, behavioral, and social needs. We have placed more than 1700 medical staff closely	



watching the people in close contact with someone who is infected with a virus. We carefully inspect these contacts after exposure to an infected person that helps the contacts to get care, treatment and prevent further transmission of the virus. Once someone is confirmed as infected with a virus, contacts are identified by asking about the person's activities and the activities and roles of the people around them since onset of illness. All persons considered to have contact with the infected person are listed as contacts. Our efforts are made to identify every listed contact and to inform them of their contact status. Contacts are also provided with information about prevention of disease. In some cases, quarantine or isolation is required for high-risk contacts, either at home, or in hospital. We also share helpful resources with members who are struggling with stress, anxiety or sleep difficulties prompted by this COVID-19 situation. TSCTI's team provides educational and informational support to understand the risk, actions needed to separate themselves from others who are not exposed, monitor themselves for illness, and the possibility that they could spread the infection to others even if they themselves do not feel ill. Our assigned medical staff has all the required training, supervision, and access to social and medical support for patients and contacts. Below we are providing list of Emergency Medical Staff and Services provided during COVID-19: Registered Nurse, Registered Nurse – Director of Nursing, Licensed Practical Nurse, Contact tracers, Case Interviews, CNAII, Pharmacist, Screening Technicians, Optician, Ophthalmology Tech, Custom Relations Representative, Case Worker Associate, Sanitarian, Dentist, Surgical Nurse, Chemotherapy Nurse, Medical Assistant, Certified Nursing Assistant, Physical Therapist, Occupational Therapist, Epidemiologist, Laboratory Scientist, Medical Technologist, Communicable Disease Investigator, Certified Nurse's Aides, Senior Nurse, Physician – Internal Medicine, Physician – ENT (Ear, Nose, and Throat Specialist), Physician Assistants, Dental Lab Technician, Rehabilitation Counselor, Nurse Practitioner, Registered Behavioral Technician, Medical Health Technician to name a few.

Agency Name	Virginia Department of Health, VA
Period of Performance	Feb 2020 – Jan 2023
Contract Title	Temporary Staffing Services
Description: TSCTI has a statewide contract with the Commonwealth of Virginia and is providing case investigation, contact tracing, safe isolation and quarantine, clinical and social referrals services to the Virginia Department of Health which is the biggest department we cater to on this contract with over 500 temporary employees currently active and working at different sites across VA. To spread of COVID-19 TSCTI is providing Case Investigator, Data Manager, CNA, LPN, RN, Surgical Nurse, Chemotherapy Nurse, Medical Assistant, Regional Containment Advisor, Contact Tracer, Testing Supervisor, Data Analytics Coordinator, Physician – Internal Medicine, Health Service Assistant, Physician – ENT (Ear, Nose, and Throat Specialist), Physician Assistants, Dental Lab Technician, Rehabilitation Counsellor, Nurse Practitioner, Registered Behavioral Technician, Medical Health Technician to name a few. at both District and Regional levels. We currently employ approx. 1000 temporary employees on this contract and the count are increasing each day. Our trained staff has a good understanding of medical terms and principles of exposure, infection, infectious period, potentially infectious interactions, symptoms of disease, pre-symptomatic and asymptomatic infection. We understand patient confidentiality, including the ability to conduct interviews without violating confidentiality. TSCTI identifying contacts and ensuring they do not interact with others is critical to protect communities from further spread. Our trained staff immediately identify and interview people with SARS CoV-2 infections and COVID-19. We support isolation of those who are infected; warn contacts of their exposure, assess their symptoms, and risk, and provide instructions for next steps; link those with symptoms to testing and care. We regular follow-up with all contacts to monitor for symptoms and test for signs of infection.	

Name of the Client	California Department of Veterans Affairs, CA
Period of Performance	2023 – Present
Contract Title	Temporary Relief Registered Nurse and Licensed Vocational Nursing Services
Description: In 2023, TSCTI forged a strategic alliance with the California Department of Veterans Affairs (CalVet), assuming a pivotal role as the primary vendor entrusted with supplying specialized Temporary Relief Registered Nurse and Licensed Vocational Nursing Services on a flexible, as-needed basis. As a vital entity in veteran healthcare services, CalVet faced intricate staffing challenges, prompting TSCTI to craft a tailored staffing solution.	
Exemplifying resilience and adaptability, TSCTI assembled a dedicated team of over 70 healthcare professionals to meet the dynamic needs of CalVet. This comprehensive team included Registered Nurses (RNs) specialized in various areas such as critical care, geriatrics, and rehabilitation, as well as Licensed Vocational Nurses (LVNs) providing essential nursing care and support.	
Throughout the partnership, TSCTI's innovative recruitment strategies successfully placed over 70 nursing staff members,	

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addressing immediate staffing needs and contributing to enhancements in staff retention rates and the overall quality of healthcare services provided by CalVet. The positive outcomes were evident, leading to heightened operational efficiency and advancements in healthcare delivery within CalVet. Testimonials from CalVet underscored the positive impact of TSCTI's services on their ability to navigate the intricate healthcare landscape effectively.

Anchored in a shared commitment to compliance with industry regulations and a stringent focus on quality assurance, this successful partnership reflects TSCTI's dedication to advancing healthcare standards within the California Department of Veterans Affairs.

Name of the Client	Ohio Veterans Homes – Temp Staffing RN, LPN & STNA
Period of Performance	2020 – Present
Contract Title	Temporary Staffing Services
<p>Description: In 2020, TSCTI forged a pivotal partnership with the Ohio Veterans Homes (OVH), assuming the role of the primary vendor entrusted with providing allied healthcare, nursing, and medical staff on a flexible, as-needed basis. As a renowned Veteran Home, OVH faced critical staffing challenges across its diverse medical facilities, prompting TSCTI to craft a targeted staffing solution.</p> <p>Navigating these challenges with resilience and adaptability, TSCTI delivered a dedicated team of over 45 healthcare professionals, spanning a comprehensive array of roles. This encompassed not only essential positions like Registered Nurses, Advanced Practice Nurses, and Licensed Practical Nurses but also specialized roles such as Physicians – Internal Medicine, Physicians – ENT (Ear, Nose, and Throat Specialists), Physicians – Psychiatry, Physicians – Psychologists, Physicians – Gerontologists, Dentists, Pharmacists, Physician Assistants, Dental Hygienists, Dental Assistants, Dental Lab Technicians, Physical Therapists, Physical Therapy Assistants, Recreation Specialists, Health Service Assistant, Occupational Therapists, Occupational Therapy Assistants, Certified Nurse Assistants, Counselors, Mental Health Counselors, Social Workers, Rehabilitation Counselors, Nurse Practitioners, Registered Behavioral Technicians, and Medical Health Technicians.</p> <p>Throughout the duration of the partnership, TSCTI's innovative recruitment strategies successfully placed over 45 staff members, contributing not only to the immediate staffing needs but also to noteworthy improvements in staff retention rates and the overall quality of healthcare services provided by OVH. The outcomes of this collaboration were impactful, leading to enhanced operational efficiency and notable advancements in healthcare delivery across OVH's facilities. Testimonials from WSH underscored the positive influence of TSCTI's services on their ability to maintain high standards of patient care. This successful partnership is anchored in a shared commitment to compliance with industry regulations and a relentless pursuit of quality assurance. Looking forward, TSCTI is eager to continue this transformative journey with OVH, contributing to the continual advancement of healthcare standards.</p>	

Agency Name	Utah Department of Veterans and Military Affairs
Period of Performance	November 2016 – Present
Contract Title	Temporary Staffing Services
<p>Description: In 2016, TSCTI initiated a pivotal partnership with the Utah Department of Veterans and Military Affairs to address its specific staffing challenges and requirements. TSCTI was selected as the primary vendor responsible for providing specialized healthcare, nursing, and medical staff on a flexible, as-needed basis. TSCTI assembled a dedicated team of over 55 healthcare professionals, including: Physicians: Internal Medicine, Cardiologists, Neurologists, and Orthopedic Surgeons, Nurses & Other Healthcare Staff: Registered, Licensed Practical, Health Service Assistant, Nurse Practitioners, Certified Nursing Assistants, Physical Therapists, Occupational Therapists, Pharmacists, Mental Health Professionals, Health Educators, and more.</p> <p>Through innovative recruitment strategies, TSCTI successfully met the Utah Department of Veterans and Military Affairs' immediate staffing needs. This led to enhanced staff retention rates and a significant improvement in the quality of healthcare services provided to veterans. The positive impact of TSCTI's services was evident, resulting in increased operational efficiency and advancements in healthcare delivery within the Utah Department of Veterans and Military Affairs. Testimonials from the organization highlighted the effectiveness of TSCTI's staffing solutions in addressing their unique needs and challenges.</p> <p>Anchored in a shared commitment to compliance with industry regulations and a stringent focus on quality assurance, this successful partnership underscores TSCTI's dedication to advancing healthcare standards within veteran care in Utah. Looking</p>	

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ahead, TSCTI is committed to sustaining and evolving this beneficial collaboration with the Utah Department of Veterans and Military Affairs to further enhance healthcare services for veterans in the region.

Name of the Client	NY Veteran Homes Affair
Period of Performance	2020 – Present
Contract Title	Temporary Employment Services
<p>Description: In 2020, TSCTI established a significant partnership with NY Veteran Homes Affair to address its specific staffing challenges and requirements. TSCTI was designated as the primary vendor responsible for supplying specialized healthcare, nursing, and medical staff on a flexible, as-needed basis. TSCTI assembled a dedicated team of over 60 healthcare professionals, including: Physicians: Internal Medicine, Cardiologists, Neurologists, and Orthopedic Surgeons, Nurses & Other Healthcare Staff: Registered, Health Service Assistant, Licensed Practical, and Nurse Practitioners, Certified Nursing Assistants, Physical Therapists, Occupational Therapists, Pharmacists, Mental Health Professionals, Health Educators, and more.</p> <p>Utilizing innovative recruitment strategies, TSCTI successfully met NY Veteran Homes Affair's immediate staffing needs. This led to improved staff retention rates and a significant enhancement in the quality of healthcare services provided to veterans. The positive impact of TSCTI's services was evident, resulting in increased operational efficiency and advancements in healthcare delivery within the NY Veteran Homes Affair. Testimonials from the organization highlighted the effectiveness of TSCTI's staffing solutions in addressing their unique needs and challenges.</p> <p>Anchored in a shared commitment to compliance with industry regulations and a stringent focus on quality assurance, this successful partnership underscores TSCTI's dedication to advancing healthcare standards within veteran care in New York. Looking ahead, TSCTI is committed to sustaining and evolving this beneficial collaboration with NY Veteran Homes Affair to further enhance healthcare services for veterans in the region.</p>	

Name of the Client	Colorado Department of Human Services - Colorado State Veterans Community Living Centers
Period of Performance	2018 – Present
Contract Title	Temporary Staffing Services
<p>Description: In 2018, TSCTI initiated a pivotal partnership with the Colorado Department of Human Services - Colorado State Veterans Community Living Centers to address its specific staffing challenges and requirements. TSCTI was selected as the primary vendor responsible for providing specialized healthcare, nursing, and medical staff on a flexible, as-needed basis. TSCTI assembled a dedicated team of over 60 healthcare professionals, including: Physicians: Internal Medicine, Cardiologists, Neurologists, and Orthopedic Surgeons, Nurses & Other Healthcare Staff: Registered, Licensed Practical, and Nurse Practitioners, Certified Nursing Assistants, Health Service Assistant, Physical Therapists, Occupational Therapists, Pharmacists, Mental Health Professionals, Health Educators, and more.</p> <p>Through innovative recruitment strategies, TSCTI successfully met the Colorado State Veterans Community Living Centers' immediate staffing needs. This led to enhanced staff retention rates and a significant improvement in the quality of healthcare services provided to veterans. The positive impact of TSCTI's services was evident, resulting in increased operational efficiency and advancements in healthcare delivery within the Colorado State Veterans Community Living Centers. Testimonials from the organization highlighted the effectiveness of TSCTI's staffing solutions in addressing their unique needs and challenges.</p> <p>Anchored in a shared commitment to compliance with industry regulations and a stringent focus on quality assurance, this successful partnership underscores TSCTI's dedication to advancing healthcare standards within veteran care in Colorado. Looking ahead, TSCTI is committed to sustaining and evolving this beneficial collaboration with the Colorado Department of Human Services - Colorado State Veterans Community Living Centers to further enhance healthcare services for veterans in the region.</p>	

Name of the Client	Delaware Veterans Home
Period of Performance	2020 – Present
Contract Title	Temporary Healthcare Staffing Services
<p>Description of Services Provided:</p> <p>In 2020, TSCTI established a crucial collaboration with the Delaware Department of Health and Social Services - Delaware Veterans Home to cater to its specific staffing needs and challenges. TSCTI was chosen as the primary vendor responsible for</p>	

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delivering specialized healthcare, nursing, and medical staff on a flexible, as-needed basis. TSCTI formed a dedicated team of over 50 healthcare professionals, which included: Physicians: Internal Medicine, Geriatric Specialists, Psychiatrists, and Pulmonologists, Nurses & Other Healthcare Staff: Registered Nurses, Licensed Practical Nurses, Nurse Practitioners, Certified Nursing Assistants, Health Service Assistants, Physical Therapists, Occupational Therapists, Pharmacists, Mental Health Professionals, Health Educators, and more.

Utilizing innovative recruitment approaches, TSCTI effectively addressed the Delaware Veterans Home's immediate staffing requirements. This resulted in improved staff retention rates and a notable enhancement in the quality of healthcare services provided to veterans. The positive outcomes of TSCTI's services were evident, leading to increased operational efficiency and advancements in healthcare delivery within the Delaware Veterans Home. Feedback from the organization emphasized the efficacy of TSCTI's staffing solutions in meeting their distinct needs and challenges.

Built on a mutual dedication to compliance with industry regulations and a rigorous focus on quality assurance, this successful partnership highlights TSCTI's commitment to elevating healthcare standards within veteran care in Delaware. Looking forward, TSCTI is dedicated to maintaining and advancing this beneficial relationship with the Delaware Department of Health and Social Services - Delaware Veterans Home to further improve healthcare services for veterans in the region.

Name of the Client	West Park Hospital Behavioral Health Services, WY
Period of Performance	2019 – Present
Contract Title	Healthcare Staffing Services
Description: In 2019, TSCTI forged a pivotal partnership with West Park Hospital Behavioral Health Services, WY serving as the primary vendor entrusted with supplying allied healthcare, nursing, and medical staff on a flexible, as-needed basis. West Park Hospital, a prominent healthcare provider catering to a diverse community, faced critical staffing shortages, prompting TSCTI to implement a tailored solution. Overcoming challenges with adaptability and resilience, TSCTI delivered a dedicated team of over 45 healthcare professionals, including roles such as Registered Nurses, LPN, CNA, RN Supervisor, Advanced Practice Nurses, Psychiatric Nurses, Physical Therapist, Occupational Therapist, Epidemiologist, Laboratory Scientist, Medical Technologist, Communicable Disease Investigator, Health Service Assistant, Certified Nurse's Aides, Senior Nurse, Physician – Internal Medicine, Physician – ENT (Ear, Nose, and Throat Specialist), Physician Assistants, Dental Lab Technician, Rehabilitation Counsellor, Nurse Practitioner, Registered Behavioral Technician, Medical Health Technician to name a few.	
Throughout the partnership, TSCTI's innovative approaches and rigorous recruitment strategies successfully placed over 45 staff members in key positions. This collaborative effort not only addressed the immediate staffing needs but also significantly contributed to enhanced staff retention rates and elevated the overall quality of healthcare services provided by West Park Hospital. The results of this collaboration were impactful, showcasing improved operational efficiency and notable advancements in healthcare delivery. West Park Hospital expressed their satisfaction through testimonials, underscoring the positive influence of TSCTI's services on their ability to meet the diverse healthcare needs of the community. This successful partnership is underpinned by a shared commitment to compliance with industry regulations and a relentless pursuit of quality assurance. Looking ahead, TSCTI is enthusiastic about sustaining this transformative journey with West Park Hospital, contributing to the continual advancement of healthcare standards in the region.	

Name of the Client	Department of Behavioral Health, NC
Period of Performance	2018 – Present
Contract Title	Temporary Staffing Services
Description: In 2018, TSCTI entered into a significant contract with the Department of Behavioral Health in North Carolina, serving as the primary vendor for temporary staffing services. This partnership aimed to address the critical need for allied healthcare, nursing, and medical staff to support the department's vital mission. Throughout the contract period, TSCTI has consistently delivered exceptional results, supplying a dedicated team of over 50 skilled professionals. These efforts have led to measurable improvements in staffing levels, enhancing the department's ability to provide quality behavioral health services to the community. Testimonials from the Department of Behavioral Health highlight the positive impact of TSCTI's services on patient care and staff morale. TSCTI has demonstrated resilience and adaptability in overcoming challenges, implementing innovative solutions to meet the department's evolving needs. Our commitment to ongoing training and development has further solidified our partnership with the Department of Behavioral Health, ensuring that our staff are equipped with the latest skills and knowledge to deliver superior care. Compliance with industry regulations and a focus on quality assurance remain fundamental principles of our collaboration. Looking ahead, TSCTI is dedicated to continuing our partnership with the	

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Department of Behavioral Health, fostering a culture of excellence and innovation in behavioral healthcare services. Below is a list of job titles for which TSCTI has successfully provided services:

- Registered Nurse
- Advanced Practice Nurse (APN Prescriber)
- Psychiatric Nurse
- Occupational Therapist
- Psychiatric Social Worker
- Healthcare Technician
- Licensed Practical Nurse
- Health Service Assistant
- Medical Health Technician
- Licensed Practical Nurse
- Certified Nursing Assistant
- Licensed Professional Counselor
- Clinical Alcohol and Drug Counselors
- Pharmacist
- Mental Health Counselor
- RN Supervisor
- Rehabilitation Counselor
- Registered Behavioral Technician

Name of the Client	Los Angeles County Metropolitan Transportation Authority, CA
Period of Performance	June 2018 – Present
Contract Title	Healthcare Professional Services
<p>Description: In 2018, TSCTI initiated a significant partnership with the Los Angeles County Metropolitan Transportation Authority (LA Metro) to address its specific healthcare staffing challenges and requirements. TSCTI was selected as the primary vendor responsible for providing specialized healthcare professionals on a flexible, as-needed basis. TSCTI assembled a dedicated team of over 60 healthcare professionals, including: Physicians: Occupational Health, Primary Care, and Emergency Medicine, Nurses & Other Healthcare Staff: Registered Nurses, Health Service Assistant, Nurse Practitioners, Certified Nursing Assistant (CNA), Licensed Vocational Nurses, Medical Assistants, Health Educators, Case Managers and many more.</p> <p>Utilizing innovative recruitment strategies, TSCTI successfully met LA Metro's immediate healthcare staffing needs. This led to enhanced employee retention rates and a significant improvement in the quality of healthcare services provided to LA Metro employees and their families. The positive impact of TSCTI's services was evident, resulting in increased operational efficiency and advancements in healthcare delivery within the Los Angeles County Metropolitan Transportation Authority. Testimonials from the organization highlighted the effectiveness of TSCTI's staffing solutions in addressing their unique healthcare needs and challenges.</p> <p>Anchored in a shared commitment to compliance with industry regulations and a stringent focus on quality assurance, this successful partnership underscores TSCTI's dedication to advancing healthcare standards within the transportation sector in Los Angeles County. Looking ahead, TSCTI is committed to sustaining and evolving this beneficial collaboration with the Los Angeles County Metropolitan Transportation Authority to further enhance healthcare services for LA Metro employees and the community.</p>	

Name of the Client	Shelby County Government, TN
Period of Performance	2019 – Present
Contract Title	Medical Staffing Services
<p>Description: Since 2019, TSCTI has been a steadfast partner to the Shelby County Government, contributing as a primary vendor for their essential nursing and medical staffing services. Our collaboration involves delivering top-notch healthcare professionals to meet the specific staffing requirements of the Shelby County Government. As a dedicated provider, we have successfully filled critical positions, ensuring the seamless operation of medical services within the county. To date, we take pride in having provided over 50 highly qualified and dedicated staff members, reflecting our commitment to meeting and exceeding the workforce needs of Shelby County. These roles encompass a diverse range, including but not limited to:</p> <ul style="list-style-type: none"> • Physician • Director of Clinical Operations • Pharmacist • Licensed Nursing Assistant • Mental Health Worker • Health Service Assistant • Physical Therapist • Certified Nurse Assistant • Registered Behavioral Technician • Registered Nurses • Chief medical officer • Psychiatric Social Worker • Licensed Practical Nurse • Chief physician executive • Physician Assistants • Dental Assistant • Occupational Therapist • Counselor 	

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Name of the Client	Department of Health and Social Services (DHSS), NE
Period of Performance	2019 – Present
Contract Title	Temporary Medical Services
<p>Description: In 2021, TSCTI established a pivotal collaboration with the Department of Health and Social Services (DHSS) in NE, assuming a key role as the primary vendor tasked with providing a versatile array of healthcare, nursing, and medical staff on a flexible, as-needed basis. As a cornerstone of Nebraska's healthcare infrastructure, DHSS faced complex staffing challenges, prompting TSCTI to design a tailored staffing solution.</p> <p>Exhibiting resilience and adaptability, TSCTI assembled a dedicated team of over 75 healthcare professionals, covering an expansive spectrum of roles essential to DHSS's diverse operations. This encompassing team included Physicians – Internal Medicine, Physicians – ENT (Ear, Nose, and Throat Specialists), Physicians – Psychiatry, Physicians – Psychologists, Physicians – Gerontologists, Registered Nurses, Nurse Practitioners, Pharmacists, Physician Assistants, Dental Hygienists, Dental Assistants, Social Workers, Mental Health Counselors, Health Service Assistant, Public Health Educators, RN, LPN, CNA, RN Supervisor, Epidemiologists, Health Policy Analysts, Community Health Workers, Health Information Management Specialists, Environmental Health Specialists, Nutritionists, Patient Advocates, Medical Interpreters, and Healthcare Administrators.</p> <p>Throughout the partnership, TSCTI's innovative recruitment strategies successfully placed over 75 staff members, addressing immediate staffing needs and contributing to enhancements in staff retention rates and the overall quality of healthcare and social services provided by DHSS. The positive outcomes were evident, leading to heightened operational efficiency and advancements in healthcare and social service delivery within the Department of Health and Social Services. Testimonials from DHSS underscored the positive impact of TSCTI's services on their ability to navigate the multifaceted healthcare and social services landscape effectively. Anchored in a shared commitment to compliance with industry regulations and a stringent focus on quality assurance, this successful partnership reflects TSCTI's dedication to advancing healthcare and social service standards within the state of Nebraska. Looking ahead, TSCTI is enthusiastic about sustaining and evolving this transformative collaboration, contributing to the continual improvement of healthcare and social services across Nebraska communities.</p>	

Name of the Client	Wyoming Veterans Commission - Wyoming Veterans Home
Period of Performance	2020 - Present
Contract Title	Direct Care Staffing Services
<p>Description: In 2020, TSCTI initiated a significant partnership with the Wyoming Veterans Commission - Wyoming Veterans Home to address its specific healthcare staffing challenges and requirements. TSCTI was selected as the primary vendor responsible for providing specialized healthcare professionals on a flexible, as-needed basis. TSCTI assembled a dedicated team of over 55 healthcare professionals, including: <i>Physicians:</i> Internal Medicine, Cardiologists, Neurologists, and Orthopedic Surgeons, <i>Nurses & Other Healthcare Staff:</i> Registered Nurses, Health Service Assistant, Nurse Practitioners, and Licensed Practical Nurses, Certified Nursing Assistants, Physical Therapists, Occupational Therapists, Pharmacists, Mental Health Professionals, Health Educators and many more.</p> <p>Utilizing innovative recruitment strategies, TSCTI successfully met the Wyoming Veterans Home's immediate healthcare staffing needs. This led to enhanced staff retention rates and a significant improvement in the quality of healthcare services provided to veterans residing in the facility. The positive impact of TSCTI's services was evident, resulting in increased operational efficiency and advancements in healthcare delivery within the Wyoming Veterans Commission - Wyoming Veterans Home. Testimonials from the organization highlighted the effectiveness of TSCTI's staffing solutions in addressing their unique healthcare needs and challenges.</p> <p>Anchored in a shared commitment to compliance with industry regulations and a stringent focus on quality assurance, this successful partnership underscores TSCTI's dedication to advancing healthcare standards within veteran care in Wyoming. Looking ahead, TSCTI is committed to sustaining and evolving this beneficial collaboration with the Wyoming Veterans Commission - Wyoming Veterans Home to further enhance healthcare services for veterans in the region.</p>	

Name of the Client	Michigan Department of Health & Human Services, MI
Period of Performance	2020 – Present
Contract Title	Healthcare Staffing Services

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Description: Since 2020, TSCTI has forged a valuable partnership with the Michigan Department of Health & Human Services (MDHHS), standing as a premier vendor for their comprehensive healthcare staffing requirements. Over the course of our collaboration, we have been entrusted with the responsibility of supplying adept professionals to meet the diverse staffing needs of MDHHS. As a testament to our commitment, we have successfully provided staffing solutions for various pivotal positions crucial to the department's operations. These roles include, but are not limited to:

- Licensed Psychiatrists
- Food Assistant
- Mental Health Worker
- Licensed Medical Specialist
- Licensed Practical Nurse
- Physical Therapist
- Mental Health Counsellor
- Practice Nurses
- Registered Nurse
- Physician
- Healthcare Technician
- Psychiatric Social Worker
- RN Supervisor
- Medical Health Technician
- Health Service Assistant
- Physician's Assistant
- Certified Medical Assistant
- Licensed Nursing Assistant
- Pharmacist
- Occupational Therapist
- Certified Nurse Assistant

Name of the Client	County of Orange, CA
Period of Performance	2021 - Present
Contract Title	Healthcare Professional Services
<p>Description: Since 2021, TSCTI has been a dedicated partner to the County of Orange, CA, offering specialized Healthcare Professional Services. This partnership aims to address critical healthcare staffing needs within various county health facilities, providing comprehensive care and support to residents of Orange County. TSCTI's expert team comprises over 65 highly skilled professionals, including Physicians specializing in Family Medicine, Health Service Assistant, Pediatrics, and Emergency Medicine; Registered Nurses, Nurse Practitioners, Licensed Vocational Nurses, Certified Nursing Assistants, and Support Staff such as Physical Therapists, Occupational Therapists, Pharmacists, and Mental Health Professionals.</p> <p>These professionals deliver tailored healthcare services, rehabilitation support, and assistance to residents requiring specialized medical care and support. Our collaboration with the County of Orange underscores TSCTI's commitment to enhancing care quality, rehabilitation efforts, and overall support services for residents in Orange County. The focus remains on delivering compassionate care, ensuring individualized treatment, and fostering a supportive environment conducive to the well-being and recovery of the community.</p> <p>The feedback received from the County of Orange emphasizes TSCTI's pivotal role in elevating care standards, improving support programs, and positively impacting the lives of residents in need throughout Orange County. TSCTI continues to work diligently in partnership with the County of Orange, striving to make a meaningful difference in the lives of those served within the community.</p>	

In conclusion, our commitment is to surpass your expectations by consistently delivering the utmost value and quality in every facet of our service. Leveraging our extensive proprietary candidate database, along with in-depth local market knowledge and a competitive pricing model, we stand ready to present WVVH with a flexible staffing solution. Our ISO-compliant recruitment process and diverse array of sourcing channels have enabled us to effectively fill every position requested by the WVVH, leaving no role vacant. Choosing TSCTI as your staffing provider ensures that our tailored strategy for the WVVH incorporates proven techniques to secure candidates with the specialized skill sets essential for success.



TSCTI References

Below TSCTI has provided list of 4 references where we have provided similar services:

Name of Client	Delaware Veterans Home	NJ Human Services - Woodbine Developmental Center (NJHS)	Florida Department of Health in Duval County	Department of Health Palm Beach County
Address of Client	100 Delaware Veterans Blvd., Milford, Delaware 19963	1175 De Hirsch Avenue Woodbine, NJ 08270	515 West 6th Street, MC 51, Jacksonville, FL 32206	800 Clematis Street West Palm Beach, FL 33401
Contact Name	Lashena Reynolds	Horace Picou	Akilah Pope, MD	Catherine D. Jackson
Phone number	302.424.6000	609-861-6045	904-253-1080	561-671-4032
E-mail Address	lashena.reynolds@delaware.gov	Horace.Picou@dhs.nj.gov	Akilah.Pope@flhealth.gov	Catherine.Jackson@flhealth.gov
Dates of Services	2021 to present	2018 to present	2021 to present	2021 to present
Dollar Amount	\$1.5 million annually	\$600K annually	\$1M+	\$1M+

Business License



2023 Corporation Annual Report

Unified Business Identifier:UF000207650001 For filing with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Business Legal Name	22ND CENTURY TECHNOLOGIES, INC.
WV Effective Date	08/07/2012
Charter Type	Foreign
Class	For Profit
Organization Type	Corporation
Home State	NJ
Business Purpose	5415
Business Purpose Description	Computer Systems Design & Related Services (design, programming, facilities mgmt)
Business Purpose County	Out of State
Principal Office	8251 GREENSBORO DRIVE SUITE 900 MCLEAN , VA 22102
Mailing Address	8251 GREENSBORO DRIVE SUITE 900 MCLEAN , VA 22102
Local Office	8251 GREENSBORO DRIVE SUITE 900 MCLEAN , VA 22102
Agent of Process	NATIONAL REGISTERED AGENTS, INC 5098 WASHINGTON ST W STE 407 CHARLESTON , WV 25313
President Information	SATVINDER SINGH 8251 GREENSBORO DRIVE SUITE 900 MCLEAN , VA 22102
WV County	Out of State
Company Email	EFILING@TSCTI.COM
Number of West Virginia resident employees	21
Filing Date	05/08/2023
Total Number of Employees	4900
Company Website Address	www.tscti.com
Are you a scrap metal dealer or recycler?	No
Is your company currently Exporting?	No
Market 1 Description:	
Market 2 Description:	
Market 3 Description:	
Would you be interested in learning about resources to help you sell your products and services overseas?	No
Is this a minority owned business?	Yes
Is this a woman owned business?	No
Do you own or operate more than one business in West Virginia?	No
Number of businesses	
Number of counties	

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2023 Corporation Annual Report

Unified Business Identifier: UF000207650001

For filing with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Does your organization employ individual(s) who currently serve or someone who has served as a member of the United States Armed Forces? Yes

How many

Does the owner of the organization currently serve or has served as a member of the United States Armed Forces? No

Would you like to be contacted by a WVSBC business coach? No

I certify the information provided is true. I further certify that I am an officer or individual holding a power-of-attorney and am duly authorized to file this report on behalf of the corporation, as required by the West Virginia Code. I agree that the electronic entry of my name below represents my signature and authorization for this filing.

Satvinder Singh
Authorized By

OFFICER
Capacity

RETAIN A COPY FOR YOUR RECORDS



Acknowledgement of Addendum 1

	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: 1397508 Doc Description: Open End Purchase For Contract Temporary RN, LPN, HSA Proc Type: Central Master Agreement	Reason for Modification: Addendum No. 1								
<table border="1"> <thead> <tr> <th>Date Issued</th> <th>Solicitation Closes</th> <th>Solicitation No</th> <th>Version</th> </tr> </thead> <tbody> <tr> <td>2024-03-26</td> <td>2024-04-04 13:30</td> <td>CRFQ 0618 BVH2400000002</td> <td>2</td> </tr> </tbody> </table>	Date Issued	Solicitation Closes	Solicitation No	Version	2024-03-26	2024-04-04 13:30	CRFQ 0618 BVH2400000002	2	
Date Issued	Solicitation Closes	Solicitation No	Version						
2024-03-26	2024-04-04 13:30	CRFQ 0618 BVH2400000002	2						

BID RECEIVING LOCATION BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US
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VENDOR Vendor Customer Code: 000000118062 Vendor Name : 22nd Century Technologies, Inc. Address : 8251 Greensboro Drive Street : Suite 900 City : McLean State : VA Country : US Zip : 22102 Principal Contact : Ashley Christina De Sa Vendor Contact Phone: 866 537-9191 Extension: 2
--

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

Vendor Signature X 	FEIN# 22-3502121	DATE April 4, 2024
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All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION
Addendum No. 1
To provide responses to the vendor technical questions, see attached.
Bid opening remains April 4, 2024, at 1:30 pm., est.
No other changes.

INVOICE TO	SHIP TO
WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US	WEST VIRGINIA VETERANS HOME 512 WATER ST BARBOURSVILLE WV US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Contract Nursing Services RN, LPN, HSA	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description:
 Please refer to Exhibit "A" Pricing Page to input pricing.
 Contract Nursing Services RN, LPN, HSA

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-26



SOLICITATION NUMBER: CRFQ BVH2400000002

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("BVH2400000002") 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.
- Attachment of vendor questions and responses.
- Attachment of pre-bid sign-in sheet.
- Correction of error.
- Other.

Description of Modification to Solicitation:

1. To provide responses to the vendor technical questions, see attached.
2. Bid opening date remains April 4th, 2024, at 1:30pm.
3. No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

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 BVH24*02 Vendor Questions and Agency Response.

1. Is this a re-compete RFP?

Yes, but this is actually a Request for Quotation (RFQ).

2. Could you please share the name of Current Suppliers (who are currently providing services to Agency)?

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

3. Could you please share current Supplier's pricing and Proposals?

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

4. When the existing contract was started, and what is the annual monetary spent value of the current contract since inception?

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

5. How many resources are currently engaged in the current contract?

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

6. Can you please share the no. of positions served in previous years under this contract?

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

7. Can you please share the amount of business each vendor did under this contract in previous years?

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

8. Is there any local preference for this contract?

"There is no local preference."

9. What will be the estimated annual budget for this project?

**"We have estimated the total number of hours in Exhibit A, Pricing Page."
However we will not publish the budgeted amount for this solicitation.**

10. Would you be accepting references from public as well as commercial entities?

"Yes."

11. Is sub-contracting required for this contract?

"No, sub contracting is not required."

12. How many vendors agency is planning to select?

"The lowest responsible vendor meeting mandatory specifications will be awarded the contract."

13. Is there any Performance Bond for this contract? **"No, a performance bond is not required."**

14. Can you please confirm that if the Quantity provided in the pricing is No. of Positions or hours?

“The quantity detailed in the pricing page is estimated annual hours.”

15. For the technical proposal can you provide exactly what you want? The solicitation does not give specific instructions on what technical specifications you are looking for. If a checklist of submission requirements could be provided it would be very helpful.

“Please refer to Section 3 (Qualifications) and Section 4 (Mandatory Requirements).”

16. What is the estimated budget for this CRFQ? If unknown, please specify previous spending.

“Please refer to Exhibit A, Pricing Page for estimated hours. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request.”

17. Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured?

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

18. Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

“The spend on the previous contract went above Agency Delegated Spend Thresholds, necessitating a re procurement as a Central Master Agreement. There are no pain points”.

19. Please provide a list of all the attachments & forms which is necessary to attach to the proposal.

“The required documents are outlined in section 5 of the specifications.”

20. Do we need to submit the Certificate of Insurance and Business License with the proposal?

“Certificate of Insurance should be provided with bid but must be provided prior to award.”

21. What is the average length of the assignment?

“This is a one year term contract with no specified length of time for individual contract workers. Please refer to Exhibit A, Pricing Page for estimated annual hours”.

22. Kindly specify the total number of FTE’s working and current \$ value spent.

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

23. Please provide the number of FTE’s required under this contract.

“There is no specified number of employees. Please refer to Exhibit A, Pricing Page for estimated annual hours”.

24. Is there any preference to the local vendor while evaluating the proposal?

“There is no local preference.”

25. Please provide a copy of the proposal of all current vendors providing staffing services, including rate/cost sheets.

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

26. Are nursing services required for veteran homes? If so, how many Full-Time Equivalents (FTEs) are needed by WVH?

“Nursing Services are required for Veterans Homes. Please refer to Exhibit A, Pricing Page, for estimated annual hours”.

27. Are there any current vendors providing the same services? If yes, is WVH satisfied with other vendors providing services?

“There is a current vendor providing the same services. This is an RFQ (Request for Quotation). The lowest responsible vendor meeting mandatory specifications will be awarded the contract”.

28. Do we need to provide references for similar contracts or specifically for veteran contracts? If so, how many references are required, and could you please provide the reference format?

“References are not required to place a bid.”

29. Could you please clarify the FTE requirement and the current number of Full-Time Equivalents (FTEs) working under the contract?

“Please refer to Exhibit A, Pricing Page for estimated annual hours”.

30. Could you please clarify if the mode of submission is through hard copy or online portal?

“Either will be accepted”.

31. Should we submit the Technical Proposal and Cost Proposal separately?

“This is a RFQ (Request for Quotation). Please refer to Section 5.2, Pricing Page.”

32. Do we need to provide live/sample resume with the bid response?

“A sample resume is not required to be submitted with the bid.”

33. Can you please provide the format for the technical response, including any additional information that needs to be included?

“A signed copy of the TCP document located on Page 23 of the solicitation (Terms and Conditions) as well as the Signature Page in Section 9.1 will suffice for the technical proposal”.

34. Do we need to upload Exhibit A - Pricing page on portal in excel format?

“It is not required for the Pricing Page to be in excel format”.

35. As mentioned in the solicitation

“Vendors can submit bids electronically through wvOASIS” and “Submission of a response to a Request for Proposal is not permitted in wvOASIS.” Both the statements are contradicting, can you please confirm the mode of submission for both the technical and financial response. **“This is an RFQ (Request for Quotation). Technical proposal can be submitted electronically through wvOASIS. See Section 5.2 for information related to Exhibit A, Pricing Page (this is where vendors will input their pricing).**

36. As per Exhibit A, the Pricing Page attachment, could you please confirm if the quantity column represents the number of hours per year?

“The quantity detailed in the pricing page is estimated annual hours.”

37. Is orientation billable?

“Yes, orientation will be billable.”

38. Please provide a list of incumbent suppliers and their bill rates.

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

39. What is the estimated annual spend of this contract?

"Please refer to Exhibit A, Pricing Page for estimated hours."

40. What is the total amount of spend broken down by vendor over the last year? Over the duration of the contract period?

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

41. On the rate sheet, can we provide ranges or do we need a specific rate?

"Please complete the pricing page using specific rates."

42. Will vendor be required to bill Medicare/Medicaid or any third-party insurance?

"No third party billing will be required."

43. What are the time capture requirements?

"Time capture can be completed using any vendor preferred method (for example, time sheets) as long as an agency authorized employee reviews and approves all hours worked."

44. Can we get a copy of your invoice with all of the data reporting and format requirements?

"Upon award the agency will provide the details needed for invoices."

45. Do you have any rounding requirements?

"No, there are no rounding requirements."

46. When does your work week start?

“Our work week begins at 0000 on Saturdays.”

47. How long have the incumbent suppliers held this contract?

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

48. Are you satisfied with the incumbent suppliers? If not, what are you unsatisfied with?

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

49. What is the current amount of contractor usage over the past year? Entire contract period?

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

50. What is the main cause or reason to send this project to bid?

“The spend on the previous contract went above Agency Delegated Spend Thresholds, necessitating a re procurement as a Central Master Agreement. There are no pain points”.

51. What is the expectation and frequency for on-call needs?

“The agency does not expect to use on-call nurses frequently and if used would be for short lengths of time.”

52. What is the average length of assignment (12 months, 3 months, per diem)?

“The average length of assignment is three (3) months.”

53. What is the current requisition process in place?

“An agency representative reaches out to the vendor and requests a specific discipline for a determined time range. The vendor provides relevant documentation for the possible employee and a date is set for orientation.”

54. What can we expect for lead time for requisitions for per-diem vs. travel?

55. What is entailed in the current orientation process?

“Once all relevant documentation is reviewed and an orientation date set the agency will oversee the orientation and training of contract nurses.”

56. How does a department/unit determine what company(s) to use after these contracts are awarded, assuming that there will be multiple awards made and different bill rates?

“This contract will be awarded to a single bidder.”

57. What scorecard criteria will be utilized to evaluate bidders?

“The lowest responsible vendor meeting mandatory specifications will be awarded the contract.”

58. What is your current time to fill by discipline?

Please refer to section 4.2.4 that states “The Vendor will agree to provide the required number of staff needed for a shift and/or assignment for at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency’s employee calls off, that staffing agency must fill the shift.”

59. What is your current fill rate?

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

60. Do you anticipate your current staffing volume to change in the next year or next 2 years? For example, do you have any significant projects coming up (EMR conversion, new facilities, etc.)?

“We currently do not anticipate any major changes to our nursing staff.”

61. Can you confirm if liquidated damages will be applied to the resulting contract?

“No, liquidated damages do not apply to this contract.”

62. Can you list all required documents required for submission?

“The required documents are outlined in section 5 of the specifications.”

63. Is there a spending amount for the term of this contract? And is it per agency or for all agencies together?

“This is an open-end contract with with no set amount of spend for the term. This contract will be a sole award.”

64. Will this contract be awarded to multiple vendors?

“No.”

65. What are your current vendor's cost-per-hour rates?

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

66. It appears this solicitation only requires Page 1 and Exhibit A Pricing Page for Vendors' proposal submission. Please confirm what additional documentation and information is required in the bid submission package.

“The required documents are outlined in section 5 of the specifications.”

67. Please confirm this solicitation opportunity is a Request for Quotes (RFQ) and not a Request for Proposals (RFP).

“This solicitation is a Request for Quotation (RFQ)”

68. Confirm the documents listed in this section are required for our contract personnel performing the nursing services, not Vendors' corporate staff managing the contract.
“The required licenses and other documentation is for contract staff and not the vendors administration personnel.”

69. Who are your current incumbents?

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

70. What are the current incumbents rates for these positions?

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

71. Are your current incumbents successfully delivering on all positions?

“Yes.”

72. How many professionals, in each specialty, do you expect to use?

“We can reasonably expect to use four (4) LPN’s.”

73. Will these professionals be working fulltime (1.0), part time (.5), or as needed?

“As needed that can be full time or part time.”

74. How many agencies will be Selected?

“The lowest responsible vendor meeting mandatory specifications will be awarded the contract.”

75. What is the forecasted annual spend, per specialty?

“Please refer to Exhibit A, Pricing Page for estimated annual hours”.

76. Antitrust Term - Please further explain this section and give an example of how this would work in practice, if applicable.

Please consult your local legal team.

77. Section 4.2.13, page 29 - this appears to be a term for per diem staffing. Are we able to strike this section as it would not be feasible for long term assignment.

“This contract can cover both per diem staffing and long-term assignments.”

78. Is there a required proposal format you are looking for or just rates?

The required documents are outlined in section 5 of the specifications.”

79. Do we have to submit resumes? If yes, actuals or samples?

“Resumes are not needed for the bid.”

80. Under **General Terms And Conditions: 7. REQUIRED DOCUMENTS: LICENSE(S) / CERTIFICATIONS / PERMITS.**, Are the licenses required for the company or the employees to be proposed?

“Employee’s to be proposed.”

81. Is there any local vendor preference?

“No.”

82. What is the Anticipated budget of this contract?

“Please refer to Exhibit A, Pricing Page for estimated annual hours”.

83. How many hours per discipline were used and billed in the prior awarded bid?

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

84. What was the billing rate for the prior awarded vendor?

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

85. Is this a full-time position or is the vendor used solely for fill-ins and call offs?

“Vendor will be used for both.”

86. Is there a SWAM and small business consideration to the contract?

Please visit the link provided to learn more about S.W.A.M.
<http://www.state.wv.us/admin/purchase/VendorReg.htm#SWAM>

87. Will there be multiple awards?

No, this contract will be awarded to the low bid meeting specifications.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ BVH240000002

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.

22nd Century Technologies, Inc.

Company



Authorized Signature

April 4, 2024

Date

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