



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: 1453543

SO Doc Code: CRFQ

Procurement Type: Statewide MA (Open End)

SO Dept: 0212

Vendor ID: VS0000039921

SO Doc ID: SWC2400000006

Legal Name: ENTERPRISE SOLUTIONS INC

Published Date: 7/11/24

Alias/DBA:

Close Date: 7/16/24

Total Bid: \$0.00

Close Time: 13:30

Response Date: 07/16/2024

Status: Closed

Response Time: 12:23

Solicitation Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES

Responded By User ID: ESI2023

Total of Header Attachments: 2

First Name: Umesh

Total of All Attachments: 2

Last Name: Ghai

Email: SLED@enterprisesolutionir

Phone: 630-955-5986



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:** 1453543  
**Solicitation Description:** STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES  
**Proc Type:** Statewide MA (Open End)

Solicitation Closes	Solicitation Response	Version
2024-07-16 13:30	SR 0212 ESR07152400000000374	1

**VENDOR**  
VS0000039921  
ENTERPRISE SOLUTIONS INC

**Solicitation Number:** CRFQ 0212 SWC2400000006  
**Total Bid:** 0  
**Response Date:** 2024-07-16  
**Response Time:** 12:23:11  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

<b>Vendor</b>		
<b>Signature X</b>	<b>FEIN#</b>	<b>DATE</b>

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	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
80111600			

**Commodity Line Comments:** Pricing Sheet attached in "Add Attachment"  
Pricing sheet is locked for signature field, so we have provide name of the authorized signatory.

**Extended Description:**  
TEMPORARY EMPLOYEE STAFFING SERVICES:  
Note: Vendor must use Exhibit\_A Pricing Page(s) for bid pricing and submit with bid.  
If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

## STATEWIDE COVERAGE:

Each Job Classification submitted will  
be required for vendor to provide in all 55  
counties throughout the State of West Virginia.

## REQUEST FOR QUOTATION

CRFQ SWC2400000006

(CMA TEMP24)

Temporary Staffing Services

EXHIBIT\_A

Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*
Accounting Technician 2	\$ 25.00	\$ -	\$ 8.75	\$ 33.75
Administrative Services Assistant 1	\$ 25.00	\$ -	\$ 8.75	\$ 33.75
Administrative Services Assistant 2	\$ 30.00	\$ -	\$ 10.50	\$ 40.50
Cook	No bid			#VALUE!
Custodian	No bid	\$ -	\$ -	#VALUE!
Data Entry Operator2	\$ 25.00	\$ -	\$ 8.75	\$ 33.75
Executive Secretary	\$ 30.00	\$ -	\$ 10.50	\$ 40.50
Groundskeeper	No bid	\$ -	\$ -	#VALUE!
Health Service Worker	No bid	\$ -	\$ -	#VALUE!
Laboratroy Assistant 3	\$ 30.00	\$ -	\$ 10.50	\$ 40.50
Laborer	No bid	\$ -	\$ -	#VALUE!
Mail Runner	No bid	\$ -	\$ -	#VALUE!
Office Assistant 2	\$ 25.00	\$ -	\$ 8.75	\$ 33.75
Office Assistant 3	\$ 30.00	\$ -	\$ 10.50	\$ 40.50
Paralegal	No bid	\$ -	\$ -	#VALUE!
Parking Attendant	No bid	\$ -	\$ -	#VALUE!
Word Processor	\$ 25.00	\$ -	\$ 8.75	\$ 33.75

\* Vendor should enter their Worker Rate + Withholding Rate + Overhead Rate and the Total Rate box will automatically calculate.

Vendor Name: Enterprise Solutions Inc.

Contact Person: Umesh Ghai

Phone #: 408-836-5561

Fax #: 630-209-1026

Email: gov@enterprisesolutioninc.com

Signature: Umesh Ghai

Date: 07/16/2024

**PROPOSED TO:**



# State of West Virginia

**CENTRALIZED REQUEST FOR QUOTE**

**CRFQ #0212 SWC2400000006**

**STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES**

**PROPOSED BY:**



**ENTERPRISE SOLUTIONS, INC.**

**700 East Diehl Rd, Suite 110,  
Naperville, IL 60563**

**Designated Contact: Umesh Ghai (President)**

**Phone: 408-836-5561**

**Email: [gov@enterprisesolutioninc.com](mailto:gov@enterprisesolutioninc.com)**

**DUE DATE: JULY 16<sup>TH</sup>, 2024 AT 13:30**



## TABLE OF CONTENTS

<b>COVER LETTER.....</b>	<b>3</b>
About Enterprise Solutions: .....	3
ESI's qualification to provide the requested services: .....	3
ESI's Experience .....	5
ESI's Commitment: .....	5
<b>ARFQ FORM .....</b>	<b>7</b>
<b>GENERAL TERMS AND CONDITIONS AND DESIGNATED CONTACT .....</b>	<b>10</b>
<b>RESPONSE TO SECTION 11.1 CONTRACT MANAGER .....</b>	<b>24</b>
<b>ADDENDUM ACKNOWLEDGEMENT FORM.....</b>	<b>25</b>
<b>ESI'S ABILITY TO MEET THE MANDATORY REQUIREMENTS.....</b>	<b>27</b>
ESI's Process for Managing Time Card: .....	27
Temporary Employee Replacement (24-28 hours): .....	27
ESI's Orientation Process including Training Programs: .....	28
ESI's Background Checks and Reference Checks: .....	29
Background Checks: .....	29
Drug Check: .....	30
Reference Checks: .....	30
ESI's Reporting Capabilities: .....	32
Responding to Agency's Ordering Procedures: .....	34
ESI's Procedure for Emergency Staffing Request: .....	35
ESI's Approach for Absent Temporary Workers:.....	35
ESI's Process for Removing a Temporary Worker: .....	35
ESI's Talent Pool:.....	36





## COVER LETTER

**Attention:** Mark A Atkins  
(304) 558-2307  
mark.a.atkins@wv.gov

**Date:** July 16, 2024

**Subject:** Response to CRFQ # 0212 SWC2400000006- STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES

Enterprise Solutions, Inc., (**ESI**) is a **certified National MBE firm**, established in March 2000, headquartered in Naperville, IL with service delivery offices across America, is pleased to submit this response to **CRFQ # 0212 SWC2400000006- Statewide Contract-Temporary Staffing Services for State of West Virginia** that requires qualified resources to provide temporary staffing services in all 55 counties in West Virginia for 17 specific Temporary Job Classifications mentioned in the solicitation documents.

### About Enterprise Solutions:

**Formed in 2000**, ESI is a **National Minority Supplier Development Council (NMSDC)** certified **MBE firm** and a national, award-winning Staffing firm with extensive experience providing Temporary Staffing Services to the public agencies. We have **24+ years** of experience providing **Temporary Staffing Services at federal, State and Local levels as well as multiple commercial agencies across US**. We have served customers in all **50 states** and employ thousands of people. We have grown organically to a national-scale service organization serving **multiple agencies Statewide** across US. ESI specializes in delivering qualified talent across diverse skill sets with varied platforms and has been adding value to its customers' recruitment initiatives as a trusted diversity supplier. Our focus is on solving the unique recruitment goals for each customer tailored to match the business requirements and provide a transparent, quality process that gets results. ESI is majorly supporting government clients, which has helped us being recognized as Fastest growing **ASIAN AMERICAN BUSINESS in the US**. Over the **24 years**, Enterprise Solutions has witnessed an exponential record growth in its line of core business: **Temporary Staffing Services** especially in the **Government sectors**. With our deep expertise in Recruiting and Staffing Services we are esteemed to be recognized by our clients as true partners on technical human capital needs.



Enterprise Solutions has successfully delivered more than **\$1B of employment services** with over **900,000,000 hours of Temporary Staffing** in the last 24 years. We have currently more than **2,800 billable candidates in the U.S across the verticals**. With stable D&B Open rating and we have been successfully serving our clientele with highly skilled professionals whose education, skills and experience are vetted and matched to every client unique hiring need, work environment and their requirements.

Along with ESI's recruitment army of **150+ employees, we are currently delivering Temporary Staffing Services to 197 public agencies across the United States**. All our team members carry rich experience serving State agencies across the United States especially with all the position classifications mentioned in the CRFQ document. Our extensively large cliental base including numerous public clients generates **over \$171.98 Million revenue annually for Enterprise Solutions**.

As we have grown, we have operated with fiscal prudence and leverage our technology to keep our overhead low while providing world-class support to our customers and candidates alike. Our corporate overhead and G&A rates are among the lowest when compared to publicly available data. To date, we are among the **Top 25 Staffing firms in the country, a list which contains more than 20,000 competitors**.

**ESI's qualification to provide the requested services:**







ESI's established recruitment process and our customer centric approach has helped us to be consistent in delivering results. ESI has a team of **80+ recruiters** to **source, recruit, and select the best available staff** for the Agency. Our proposed team has a cumulative experience of **100+ years** in Staffing industry, including their vast experience in providing staffing services to various public clients throughout the US. Our recruiters have the technical expertise and recruitment skills that allows them to diligently locate placement consultants for hard to fill positions and due to adequacy in premium resources we can deliver in timely quality services to Agency. Our proposed team holds extensive experience in serving similar temporary staffing services and thus have gained a deep knowledge from understanding the requirements, sourcing, attracting, screening, and onboarding the top-notch quality candidates in the market.

As outlined in the following response, ESI possesses the knowledge, expertise, capability, ability and qualifications to excel in all areas of Agency deems necessary for a successful business relationship and service delivery. ESI brings strong knowledge and qualifications to deliver services sought by the Agency. This is demonstrated by the following facts:

- ❖ ESI has **24+ years** of experience in providing "**Temporary Staffing Services**" to various public agencies all across US.
- ❖ ESI's Talent Pool currently comprises an ever-growing database of **12,000,000+ resumes** of highly qualified technical talent available in the United States and around **57,372+ pre-vetted local consultants** from the **West Virginia regions sufficing each requirement of bid requirements;**
- ❖ A **dedicated Agency Account Manager (Single Point of Contact)** and delivery team who will be working on Agency account throughout the term of our relationship. Our **Account Manager, Lynette Wilson**, who conducts performance review meetings and scheduled touchpoints with both Agency staff & supervisors and our candidate base, leads this team.
- ❖ Our Account Engagement Management team has a combined experience of over **100+ years** in supporting Federal, State & Local Government on similar staffing projects. This team has proven experience in meeting or exceeding the compliance metrics.
- ❖ Our comprehensive background screening processes encompass **criminal history checks, employment verification, education verification, reference checks**, and any **relevant professional certifications**.
- ❖ ESI being an existing staffing vendor for various clients in WV, along with local business Presence, rich Staffing experience and dedicated Local Team gives us the advantage to have access to more than **57,372+ local candidates** of State of WV. Following are ESI's government clients in WV: • **West Virginia Department of Health and Human Resources**, • **Welch Community Hospital**, • **West Virginia DOT**, etc.
- ❖ ESI has **150 seasoned internal resources** (a large majority are vendor-certified & security-cleared), with average experience of 6 to 8 years and covering all areas detailed in this CRFQ.
- ❖ Successfully delivered Temporary Staffing Services to **197 Public agencies** including **70+ Statewide agencies** with similar scope of work as required by agency.
- ❖ Successful Placement of **4,300+ consultants** in various areas with Government Agencies since 2000.
- ❖ Dedicated **24X7 Client support staff** to resolve any concern raised by our clients.
- ❖ ESI is dedicated to provide quality candidates to each of its client, ensuring comfort, dignity, excellence, justice, compassion and with respect of all our multicultural clients. We are consistently ranked as one of the fastest growing companies and **have won several awards including recognitions from Staffing Industry Analyst and Diversity Business**. We have achieved this success by focus on the Recruitment model where the key drivers for success are **(1) Coverage (2) Timeliness (3) Quality (4) Pricing, (5) Compliance** and **(6) Service**.
- ❖ We are familiar with all the **terms, conditions, and local market knowledge** of the **State of WV**. With over **24+ years of experience, our local recruitment team** has developed extensive local reach within the state. Additionally, under the guidance of our highly experienced project manager and subject matter experts (SMEs), we are capable of providing candidates with the precise skills needed, even for hard-to-fill roles within promised timelines.

Our Account management team and recruitment team have experience and knowledge of pre-employment screening procedures and post-placement quality control measures. We have developed a comprehensive vetting process that is followed for all its clients. However, if required, ESI. has the ability to customize its vetting and recruitment mediums depending upon the specific requirements of the client.





### ESI's Experience

Enterprise Solutions stands as a distinguished leader with a proven track record of excellence, having successfully placed **357 consultants** across a diverse array of public and commercial clients in the state of WV. With an expansive network of **over 57,372 pre-vetted consultants**, Enterprise Solutions boasts unparalleled access to top-tier talent residing within WV, ensuring that we meet and exceed all requirements set forth by Agency.

Our commitment to delivering exceptional Temporary staffing services is evident in our robust portfolio of government clients across WV and US, including esteemed organizations which include but not limited to the following below.

States	Public Clients Served
State of West Virginia:	• <i>West Virginia Department of Health and Human Resources</i> , • <i>Welch Community Hospital</i> , • <i>West Virginia DOT</i>
State of Arizona:	• <i>Maricopa County Community College District</i>
State of Florida:	• <i>The State of Florida Department of Management Services</i>
State of Illinois:	• <i>Chicago Public Schools</i>
State of Iowa:	• <i>City of Cedar Rapids</i>
State of Louisiana:	• <i>State of Louisiana</i>
State of Maryland:	• <i>Baltimore County Public Schools, Maryland Judicial</i>
State of Minnesota:	• <i>State of Minnesota's Department of Administration and Department of Information Technology Services (MNIT), Metropolitan Council</i>
State of Mississippi:	• <i>Department of Finance and Administration</i>
State of Nevada:	• <i>Clark County</i>
State of New Hampshire:	• <i>University System of New Hampshire</i> , • <i>New Hampshire Veterans Home</i>
State of New Jersey:	• <i>New Jersey Schools Development Authority</i>
State of New York:	• <i>NYS Office of Information Technology Services</i> , • <i>The New York Power Authority</i> , • <i>United Nations Children's Fund (UNICEF)</i> , • <i>NY FISA-OPA</i> , • <i>New York Convention Center Operating Corp.</i> , • <i>The Port Authority of New York &amp; NJ</i>
State of Oregon:	• <i>CareOregon, Inc.</i>
State of South Carolina:	• <i>State Procurement Offices' (SPO) Information Technology Management Office (ITMO) (MSP TAPFIN Process Solutions)</i>
State of Texas:	• <i>Fort Worth Housing Solutions</i> , • <i>Houston Galveston Area Council (HGACBUY)</i> , • <i>The Interlocal Purchasing System ("TIPS")</i> , • <i>Dallas Independent School District</i>
State of Utah:	• <i>Utah Transit Authority (UTA)</i>
State of California:	• <i>County of Los Angeles, Department of Public Health</i> , • <i>County of Santa Clara Technology Services &amp; Solutions (TSS)</i> , • <i>San Bernardino County</i> , • <i>County of Sacramento</i> , • <i>City of Ontario</i> , • <i>California Department of Veterans Affairs</i> , • <i>Bay Area Air Quality Management District</i>

### ESI's Commitment:

ESI commits to provide the Services described in the CRFQ and agrees to enter into a written contract with the Agency for the Services.

ESI complies with every requirement set forth herein this CRFQ. We accept and meet all the general instructions, requirements with No exceptions to Contract Terms and Conditions in the CRFQ. If you have any questions regarding this proposal or need more information, please don't hesitate to contact Umesh Ghai (President) at 408-836-5561, [gov@enterprisesolutioninc.com](mailto:gov@enterprisesolutioninc.com).

As the President of Enterprise Solutions, Inc., I, Umesh Ghai is the authorized representative to bind the bidder to the terms of the proposal offered.





Thank you for your time and consideration and we look forward to working with you.

Yours Sincerely,

*Umesh Ghai*

**Signature:**

**Umesh Ghai, President**

**Mailing Address:** 700 East Diehl Rd, Suite 110, Naperville, IL 60563


**Telephone:** 408-836-5561

**Fax number:** 630-206-1290

**E-mail address:** [gov@enterprisesolutioninc.com](mailto:gov@enterprisesolutioninc.com)



## ARFQ FORM

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

<b>Proc Folder:</b> 1453543		<b>Reason for Modification:</b>	
<b>Doc Description:</b> STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES		ADDENDUM_2	
<b>Proc Type:</b> Statewide MA (Open End)			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-07-11	2024-07-16 13:30	CRFQ 0212 SWC2400000006	3

<b>BID RECEIVING LOCATION</b>
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

<b>VENDOR</b>
<b>Vendor Customer Code:</b> VS0000039921 <b>Vendor Name :</b> Enterprise Solutions, Inc. <b>Address :</b> 700 East Diehl Rd, Suite 110, Naperville, IL 60563 <b>Street :</b> 700 East Diehl Rd, Suite 110 <b>City :</b> Naperville <b>State :</b> Illinois <b>Country :</b> USA <b>Zip :</b> 60563 <b>Principal Contact :</b> Umesh Ghai <b>Vendor Contact Phone:</b> 408-836-5561 <b>Extension:</b>

<b>FOR INFORMATION CONTACT THE BUYER</b> Mark A Atkins (304) 558-2307 mark.a.atkins@wv.gov
---

 <b>Vendor</b> <b>Signature X</b>	<b>FEIN#</b> 77-0538464	<b>DATE</b> 07/16/2024
--	-------------------------	------------------------

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



**ADDITIONAL INFORMATION**

ADDENDUM\_2 is issued for the following:

1. To publish additional information to the Purchasing Division's responses provided in Addendum\_1.

No Other Changes.

The West Virginia Purchasing Division is soliciting bids to establish a Statewide Open-End contract for (17) specific Temporary Job Classifications commonly required by State Agencies in all 55 counties in West Virginia, per the attached documents.

Note: Vendors bidding on each classification will be required to provide the job classification to all State Agencies throughout the State of West Virginia.

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City	WV		No City	WV	
US			US		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
80111600			

**Extended Description:**

TEMPORARY EMPLOYEE STAFFING SERVICES:

Note: Vendor must use Exhibit\_A Pricing Page(s) for bid pricing and submit with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line and attach the pricing page to their bid.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 2:00 PM EDT	2024-07-03





	Document Phase	Document Description	Page 3
SWC2400000006	Final	STATEWIDE CONTRACT - TEMPORARY STAFFING SERVICES	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions







## GENERAL TERMS AND CONDITIONS AND DESIGNATED CONTACT

### 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.

Revised 8/24/2023





**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.

Revised 8/24/2023







☐ **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.

Revised 8/24/2023





☐ **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 a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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

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

☐☐☐☐

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

Revised 8/24/2023





**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 cancellation, 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: \_\_\_\_\_ 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.

☐

☐

☐

☐

Revised 8/24/2023







**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.

Revised 8/24/2023





**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.

Revised 8/24/2023







**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](http://www.state.wv.us/admin/purchase/privacy).

Revised 8/24/2023





**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.

Revised 8/24/2023







**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.

Revised 8/24/2023







**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](mailto: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 hearth, 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.

Revised 8/24/2023





**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) Umesh Ghai, President

(Address) 700 East Diehl Rd, Suite 110, Naperville, IL 60563

(Phone Number) / (Fax Number) 408-836-5561/630-209-1026

(email address) [gov@enterprisesolutioninc.com](mailto:gov@enterprisesolutioninc.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.*

**Enterprise Solutions, Inc.**

(Company) Umesh Ghai

(Signature of Authorized Representative)

**Umesh Ghai, President, 07/16/2024**

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

**408-836-5561/630-209-1026**

(Phone Number) (Fax Number)

[gov@enterprisesolutioninc.com](mailto:gov@enterprisesolutioninc.com)

(Email Address)

Revised 8/24/2023



**RESPONSE TO SECTION 11.1 CONTRACT MANAGER**

**Statewide Contract  
CRFQ 0212 SWC2400000006  
TEMPORARY STAFFING SERVICES  
(TEMP24)**

---

**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

**10.1.1.** Failure to perform Contract Services in accordance with the requirements contained herein.

**10.1.2.** Failure to comply with other specifications and requirements contained herein.

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

**10.1.4.** Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

**10.2.1.** Immediate cancellation of the Contract.

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

**10.2.3.** Any other remedies available in law or equity.

**11. MISCELLANEOUS:**

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

**Contract Manager:** Lynette Wilson  
**Telephone Number:** 408-836-5561  
**Fax Number:** 630-209-1026  
**Email Address:** gov@enterprisesolutioninc.com

Revised 10/27/2014





## ADDENDUM ACKNOWLEDGEMENT FORM

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ 0212 SWC2400000006

**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.

**Enterprise Solutions, Inc.**

Company

*Umesh Ghai*

Authorized Signature

**07/16/2024**

Date

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





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC240000006**

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

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

**Enterprise Solutions, Inc.**

Company

*Umesh Ghai*

Authorized Signature

**07/16/2024**

Date

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





## ESI'S ABILITY TO MEET THE MANDATORY REQUIREMENTS

### ESI's Process for Managing Time Card:

ESI will ensure transactions between our company, our personnel and agency to be seamless by utilizing our ATS-CEIPAL's feature QuickBooks. Below is our process for managing the Time Card.

Our systems are robust and highly configurable with an emphasis on quality and program compliance. We have a dedicated Timesheet Verification, Accounting Team & Invoicing Team to track timecards, generate invoices and process payrolls. We utilize our CEIPAL ATS to handle thousands of transactions per week accurately and are capable of handling different invoice cycles as well as payroll cycles. ESI provides a systematic timekeeping process that ensures the accuracy of invoices generated. This system allows **weekly, biweekly, or semi-monthly time entry** for each consultant.

#### PHASE -1 Timesheet Entry: (Within a week)

Once, new temporary staff is placed with the client, ESI provides him/her access/login credentials of online timesheet solution. Our temporary staff enters regular or approved overtime working hours for each week against the project(s)/Task/Assignment. ESI's Account Manager access to the online timesheet solution for reviewing the consultants' timesheet. On weekly basis, ESI's account manager submits reviewed timesheets to clients' representative for approval via email. No timesheet will be processed for billing until approved. No auto approval exists in ATS-Ceipal.



#### Phase-2 Approved Timesheets integrated with Invoices (Within a week)

Once approved timesheet are received from client's representative, ESI's account manager enters the same in Ceipal. Our billing application integrates our online timesheet solution for fetching data from timesheets application to billing software for generation of invoices.



#### Phase-3 Invoice Generation: (within one month after Timesheet approval from the client manager)

Our Billing Team ensures that invoices are generated and audited accurately and never overbilled or under billed. Our online billing software supports a variety of invoicing formats which can be customized as per the need of the client.

### Temporary Employee Replacement (24-28 hours):

- ESI will proactively manage the staffing engagements to ensure seamless operations for the State Agency. In cases where we need to replace an existing Temporary Employee or provide a new Temporary Employee, we will provide **at least one-week notice to the State Agency**. This notice will include details of the replacement process and the anticipated transition timeline to ensure minimal disruption to ongoing projects.
- In case state agency intend to replace any of the Temporary Employee, they can do so without the need to provide justification or advance notice. We are committed to promptly addressing such requests and will initiate the replacement process immediately upon receiving notification from the State Agency. Our priority is to maintain the highest level of service and to swiftly respond to the State Agency's staffing needs.
- In the event of a verifiable emergency where the State Agency requires an immediate replacement without the standard one-week notice, ESI will prioritize the request and expedite the replacement process to ensure a successful replacement within 48 hours. We will utilize our extensive network of pre-vetted local (state of WV based) qualified professionals to quickly identify and deploy a suitable replacement to ensure continuity of operations for the State Agency.







## ESI's Replacement Approach:

1. **Proactive Communication:** ESI will maintain open and continuous communication via weekly/monthly feedbacks with the State Agency to understand their staffing needs and any potential concerns with existing Temporary Employees. This proactive approach will allow us to anticipate and prepare for possible replacements.
2. **Rapid Response Team:** ESI dedicated account manager team specializes in handling urgent staffing replacements. This team will be on standby to address any emergency replacement requests and ensure a swift transition.
3. **Extensive Talent Pool:** ESI has an extensive pool of 57,300+ pre-vetted local highly qualified professionals ready to be deployed on short notice. This enables us to quickly find the right candidate who meets the specific requirements of the State Agency.
4. **Smooth Transition Process:** ESI will implement a structured transition process to ensure a smooth handover between the outgoing and incoming Temporary Employees. This includes knowledge transfer, orientation, and any necessary training to minimize disruption and maintain productivity.
5. **Regular Updates:** Throughout the replacement process, ESI will provide regular updates to the State Agency, keeping them informed of the progress and any developments. This ensures transparency and builds trust in our ability to manage their staffing needs effectively.

For most of the skill sets within this CRFQ, the average cycle time to identify a replacement for an unsuitable hire is 24-48 hours. Depending on the speed of the onboarding process, qualified replacement workers can be available in short order.

## ESI's Orientation Process including Training Programs:

ESI's initiate the on-boarding and orientation process for the candidates in order to ensure the successful placement of the best fit with our client. **ESI's ATS-CEIPAL** facilitate our recruiting team as well as our temporary resources with E-onboarding. Our ATS-CEIPAL's E-onboarding facilitate with quick features such as **Create new hire paperwork on demand Centralized boarding, database tracking, change requests, controlled access to portal through secure username & password, Message back and forth with candidates to answer questions/respond to comments, receive automatic updates & keep receipts of completed checklist items, Map system data fields to documents**, which ensure smooth **E-on-boarding**.

ESI's Employee Care and Onboarding Specialist have developed a training program. This training program addresses all necessary policies. ESI has a team of 10+ experts who give training to all the assigned employees:

- ❖ At the time of joining, when candidate joins for employment.
- ❖ When ESI receives any negative feedback for any individual to enhance their skills.
- ❖ Upon client requests, when required.

## General Training Programs Includes Important Topics Including but not limited to:

❖ <b>Smoke Free and Drug Free Workplace Environment</b>	❖ Client's Policies & Project Requirement
❖ Work Ethics and Confidentially Information Rights	❖ DNR orders (Do Not Resuscitate)
❖ State and Client Applicable Regulations	❖ Cultural Diversity and Sensitivity
❖ ESI's Administrative Policies and benefits plans	❖ Conflict of Interest
❖ ESI's philosophy, goals and objectives mission statements	❖ HIPAA, OSHA, and Corporate Compliance
❖ Candidate Role and Responsibilities with the Job categories	❖ Scope of Work and Agency Applicable Policies
❖ Dressing Attire and Parking Facilities	❖ ESI's Policies and Procedures





## Smoke & Drug Free Policy Communication to Employees:

- ESI will ensure all employees are informed that State Agencies mandate a smoke-free and drug-free workplace.
- Clear communication about this requirement will be integrated into the onboarding and training processes.
- Regular reminders and reinforcement of this policy will be included in company communications, such as newsletters, team meetings, and internal memos.

## Drug Testing Requirements:

- ESI will comply with any drug testing requirements specified by the Agency when a temporary worker is requested.
- ESI has partnership with drug testing industry's leading suppliers due to which we maintain a process for promptly arranging and conducting drug tests as per the provided guidelines to avoid delays in placement

## ESI's Background Checks and Reference Checks:

### Background Checks:

ESI has robust screening procedures to conduct background checks of all employees that are successfully placed at clients' locations. ESI provides its clients with a flexible menu of

**ESI's Trusted Vendor for Background Checks**

background screening options, allowing us to meet a wide variety of screening requirements. We always share a copy of the background checks of each candidate with the client. ESI has a well-defined and documented Background Check Policy. Under this policy, depending upon the clients' requirements, candidates are subjected to compulsory pre-employment background checks. The candidate is notified and is required to sign a consent and authorization form as per the procedures outlined in the Background Check Policy. Background Checks for temporary employees are conducted by our HR department. ESI has tie-up with trusted vendors such as **HireRight, cFirst, IntelliCorp and GoodHire** etc. that allow us to conduct the background check for all potential employees as per client requirements. ESI closely works with the client and understand the types of background check requirement and fulfilling them. We only consider those candidates for further process who clear all checks. Background checks are conducted before hiring of the employee and repeated annually. We can perform additional background checks as per the requirements of Agency.

VERIFICATION/CHECKS	DETAILED REQUIREMENTS
<b>Identity Check</b>	Verifies a candidate's identity by checking the ID documents
<b>Immigration Reform and Control Act of 1986:</b>	ESI ensures all documentation and verification processes comply with the IRCA requirements and are maintained accurately and up-to-date records of all background checks and verification documents.
<b>Social Security Number (SSN) Verification for Resident Check</b>	Validate that the SSN is correct and issued to the corresponding party.
<b>Professional Reference Checks</b>	Verification of at least the past three projects. References will be of immediate supervisor. A reference of peers or co-workers is not acceptable. Corporate telephone and email id of reference will be provided.
<b>Education</b>	Verification of any obtained degrees where the degree is required for the role and the duration of the assignment will exceed two (2) weeks.
<b>Employment History</b>	Verification of the most recent seven (7) years of employment history. US employment eligibility confirmed via E-Verify
<b>Federal, State, County List of General Services</b>	Confirm exclusion from the list of parties that are debarred, suspended or declared ineligible by agencies or by the General Accounting Office from certain Federal contracts, subcontracts, assistance or benefits.
<b>Criminal Record Check</b>	Criminal records checks are conducted for the most recent seven (7) years or residence, work and school address history using the information





	provided by the candidate and located on the SSN verification. Criminal checks include County/Local Criminal Checks in county courthouses/indexes, looking for felony and misdemeanor convictions that are reportable under University and local law. State-wide Criminal Checks, were available and reasonable, in University databases or indexes, looking for felony and misdemeanor convictions that are reportable under University and local law. Federal Criminal Checks, in federal district courthouses/indexes, looking for felony and misdemeanor convictions that are reportable under federal, University and local law. National Criminal Checks, available at leading background screening companies, that compiles court database information, including the national sex offender registry, from a national perspective.
<b>License, Credential Verification</b>	Verification of any professional license or credential where such license or degree is required for the role, including: (a) Validation/Existence of license (b) Confirmation that license is in good standing.
<b>Employee Financial / Credit Check</b>	Verification of employee's necessary financial details in compliance with FCRA guidelines.
<b>Driving record and License verification</b>	Verifies a candidate's Driving record and License
<b>Sex offender database</b>	Verifies offenders
<b>Background Check Re-verification</b>	Annually from the date of joining of contract employee.

#### Drug Check:

ESI has trusted vendors such as Sterling **Information Systems** and **Quest Diagnostics** for drug testing as per the client requirements. ESI conducts electronic drug screening and **10-panel drug test** as per client requirements which includes:

#### ESI's Trusted Vendor for Drug Checks



❖ Amphetamine	❖ Methamphetamine
❖ Barbiturates	❖ Opiates such as heroin, codeine, and morphine
❖ Benzodiazepines	❖ Phencyclidine or PCP
❖ Cocaine	❖ Propoxyphene
❖ Methadone	❖ THC (marijuana)

#### Reference Checks:

We carry out a thorough reference check for every candidate that is submitted for client consideration. We ask the candidates to **provide 3-5 positive references** of their previous organizations and our recruitment manager contacts the references to gather insight regarding the candidate. The figure given below shows the standard Professional Reference check form that we use for our clients unless the client has any other specific requirements or restrictions.

*Please see the attached reference check form on the next page.*





ENTERPRISE SOLUTIONS INC.

**Directions:**

- *Verify that the candidate has provided permission before conducting reference check.*
- *Complete one Telephone Reference Check Form for each reference provided by the applicant.*

### Telephone Reference Check Form

### Candidate Information

Candidate Name: \_\_\_\_\_ Date: \_\_\_\_\_  
*Last First M.I.*

Position Applied for: \_\_\_\_\_

## References

Checked by: \_\_\_\_\_

### Reference Information

Name of Contact: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

Company: \_\_\_\_\_

Address

---

Street Address Suite #

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

### Reference Comments

- Was the candidate an employee at your organization?  
\_\_\_\_\_ Yes      \_\_\_\_\_ No
- When?  
Start date: \_\_\_\_\_ End date: \_\_\_\_\_
- What was the candidate's position on the last day of employment?
- What were the candidate's job responsibilities?
- Did the candidate hold any other positions at your organization?





## ENTERPRISE SOLUTIONS INC.

- What are the candidate's strengths?
  
- Weaknesses?
  
- How would you describe the candidate's quantity and quality of work?
  
- How would you characterize the candidate's problem-solving skills?
  
- How would you characterize the candidate's technical/computer skills?
  
- Did the candidate work on multiple projects at once? If so, how did he/she handle prioritization?
  
- How would you describe the candidate's relationships with her coworkers, subordinates (if applicable), and with superiors?
  
- What was the candidate's reason for leaving your employ?
  
- Would you rehire this candidate?  
 Yes                      No
  
- Is there anything else you would like to add?

-----END-----

### ESI's Reporting Capabilities:

Enterprise Solutions understands that various reports are required through the acceptance of services orders to closure. Our ATS-CEIPAL facilitate extensive & relevant analytical support by enabling its Business Intelligence Feature. Along with our ATS's intelligence our management has developed reporting mechanisms to cover the entire contract life-cycle, and we will provide defined reports as below.

- ❖ Upon award of contract, ESI's account manager will conduct a kick off meeting in order to understand Agencies's Business intelligence reporting & Staffing Analytics requirements.





- ❖ ESI's Account Manager will collaborate with Agency to assess the periodic reporting requirements & thereby generate a customized periodic report portfolio which will suffice business intelligence & staffing analytics requirements of Agency.
- ❖ A proposed Periodic Reports Portfolio will be sent to Agency by our account manager via email or through Agency's preferred way within 2 days of kick off meeting, any required changes will be made including addition of any reports or removing any specific matrix within the report on Agency request.
- ❖ An approval for finalized Periodic Report portfolio will be taken by the Agency including report cycle for each report included in the Reports Portfolio.
- ❖ ESI's Account manager will submit all the periodic reports to support the Agency's analytics via email.
- ❖ Agency representative can request to add report for any specific recruiting matrix anytime, our account manager will adhere the same within 4 hours.



*ESI can provide reports on all the Recruitment matrix as requested by our clients, in general we submit the below mentioned reports to our client as per their respective reporting cycle:*

REPORTING			
Name of Report	Purpose	Description	Reporting Cycle
Temporary Employee Report	To gain insight about the temporary employee's name, department assigned, hourly pay rate of the candidate, total hours worked, total dollars paid, and its classification.	ESI account manager shares this report to the client on the quarterly basis.	Quarterly
Current Resources Transition Report	Status of current staff augmentation contracted resources until they have all transitioned to ESI.	ESI account manager shares this report to the Client on the weekly basis until the all resources transitioned to ESI.	Weekly
Vacancy Report	Identifies the date a position became vacant, the date the position was filled, and the number of lapsed days in between.	ESI account manager will prepare this report and send it to the department on monthly basis.	Weekly
Posting OMS approved-to-fill positions	Identifies the date Client granted approval to fill a vacant position, the date the recruitment advertisement appeared on a client approved	ESI will get a confirmation email after receiving a requisition from the Client and post the required vacant position on our sources to find a qualified candidate resumes. Account manager	Monthly





	website, and the number of lapsed days in between.	will then prepare a monthly status report on all find candidates through all our sources and any lapsed day in between	
<b>Resume Report</b>	Identifies the date the posed position closed, the date resumes were provided to the Client, and the number of lapsed days in between.	ESI account manager will send resumes reports to the client on monthly basis which include how many days it takes to find a matched resume.	Monthly
<b>Turnover Report</b>	Identifies the Resource turnover rate. Lists each Resource by Office/Unit, name, position, date hired, and departed date.	ESI account manager will share turnover rates reports to the department which include each resources name, position title, date hired and end of assignment date.	Monthly
<b>Travel Report</b>	Identifies the dates, location, purpose, and cost of Resource travel.	All the resources will share the travel expenses receipt to the ESI account manager, he then shares all the appropriate expense on travel report to the Client (if needed) for approval.	Monthly
<b>Discipline Report</b>	Identifies all disciplinary issues and actions taken on each Resource.	Once candidate deployed to the client location, ESI regularly follows with the candidate performance reviews from the client and see if client is happy with the candidate performance if not we then compile a report and put him under disciplinary actions. Reports will be sent to the client for the same.	Monthly
<b>Background Check Report</b>	Identifies the date when background checks were received by us and the date the background checks were provided to the Client.	ESI will provide the background checks reports to the Client, our account manager will make sure reports included with the dates of background checks before sending it to the Client.	Monthly

#### Responding to Agency's Ordering Procedures:

- Upon receiving the TSCS or TSCN form from the agency, ESI's Account Manager will acknowledge receipt via email within 1 -2 hours.
- Our Account Manager will thoroughly review the staffing request to understand job roles, required skills, duration, and any special considerations.
- The Recruitment Team utilizes our extensive database, job boards, and professional networks (12 million candidates including 57,300+ pre-vetted local candidates in the WV sufficing the requirements of required consultants mentioned in bid) to source potential candidates.
- CEIPAL's advanced search filters are employed to match candidates based on required skills and experience.
- Initial candidate screening involves resume reviews, preliminary interviews, and verification of qualifications.
- A shortlist of qualified candidates with detailed profiles and assessments is presented to the agency for review within 24 hours.
- If Agency intent they may conduct interview for the submitted candidate.
- Once selection is made by the agency, Comprehensive background and reference checks are conducted on selected candidates to ensure compliance with required background checks including the Immigration Reform and Control Act of 1986.
- Once the candidate clears the background checks, onboarding & training took place by ESI's HR team and there by ESI finally place the selected candidate at the desired location within 3-4 days of receiving the requisition.





### ESI's Procedure for Emergency Staffing Request:

<b>Immediate Acknowledgment</b>	Upon receiving an emergency staffing request via email, phone, or Agency's preferred method, ESI's Account Manager immediately acknowledges receipt, confirming the urgency of the request.
<b>Rapid Requirement Analysis</b>	The Account Manager quickly assesses the specific requirements of the staffing request, including job roles, required skills, duration, and any immediate needs.
<b>Prioritization and Resource Allocation</b>	The Recruitment Team prioritizes the emergency request and allocates additional resources to expedite the process. A dedicated team is assigned to focus exclusively on fulfilling the emergency staffing need.
<b>Expedited Candidate Sourcing</b>	The Recruitment Team uses advanced search filters in CEIPAL to identify the most qualified and available candidates from our extensive database. Immediate outreach is conducted through job boards, professional networks, and our pool of pre-screened candidates.
<b>Accelerated Screening and Shortlisting</b>	Initial screenings, including resume reviews and preliminary interviews, are conducted on an expedited timeline. Background checks and reference checks are fast-tracked to ensure candidates meet all necessary criteria.
<b>Client Review and Feedback</b>	A shortlist of qualified candidates is presented to the agency within hours. The agency is provided the opportunity to conduct interviews as quickly as possible, with the Account Manager facilitating immediate scheduling.
<b>Selection and Onboarding</b>	Once the agency selects the candidate(s), the onboarding process is initiated without delay. Necessary documents such as contracts and compliance forms are prepared and signed swiftly.
<b>Placement and Integration (24-28 hours)</b>	The selected candidate(s) are placed with the agency as soon as possible. The Account Manager ensures the candidates are integrated smoothly into the agency's team, providing immediate support and resources as needed.

### ESI's Approach for Absent Temporary Workers:

At ESI, we prioritize maintaining a seamless workflow and minimizing disruptions caused by the absence of temporary workers. Upon receiving notice of an absence, our Account Manager immediately contacts the absent worker to understand the reason and expected duration of their absence. Simultaneously, we notify the client to inform them of the situation and discuss any immediate needs or adjustments required. We leverage our robust ATS system, CEIPAL, to access a pool of pre-screened and qualified backup candidates. This allows us to quickly identify and deploy a suitable replacement to ensure continuity in the client's operations.

### ESI's Process for Removing a Temporary Worker:

Whenever a temporary employee is to be relieved of their duties, the West Virginia State Agency shall notify ESI promptly. Upon receiving this notification, our Account Manager will initiate the removal process in coordination with the State Agency to ensure a smooth transition. If the removal is due to behavior or other unacceptable issues, ESI will work closely with the State Agency to address the situation effectively. We will assist in retrieving any issued electronic pass cards or other company property, ensuring security and compliance.

#### 1. Acknowledging the notification:

- Upon receiving notification of removing a temporary worker, ESI's account manager will acknowledge the same and will communicate the termination communication to the temp ensuring transparency with the temporary employee.

#### 2. Reason for Removal (Optional):

- If the removal is due to behaviour or other unacceptable issues, ESI will collaborate closely with the West Virginia State Agency to address the situation. The provided excerpt focuses on notification but doesn't mandate explaining the reason for removal.







- ESI is committed to maintaining professional standards and resolving issues efficiently. Our Account Manager will conduct an exit interview with the relieved employee to understand the circumstances and gather feedback. This information helps us improve our staffing processes and prevent future occurrences. We will also provide a suitable replacement from our pool of pre-screened candidates to minimize disruption to the State Agency's operations. Our comprehensive approach ensures that the removal process is handled with sensitivity and professionalism, maintaining the integrity and continuity of our client's workforce.

### 3. Electronic Passcard Retrieval:

- If the temporary worker was issued an electronic passcard for building access or any other equipment, ESI will ensure its retrieval. This ensures proper security measures are followed and the passcard isn't misused.

### 4. Ensuring Smooth Transition:

- ESI will ensure that the transition process is smooth and that all necessary procedures are followed to maintain security and operational continuity.

### 5. Documentation and Reporting:

- ESI will document the removal process and provide a detailed report to the West Virginia State Agency, outlining the steps taken and any pertinent information related to the removal of the Temporary Employee.

### ESI's Talent Pool:

ESI's current talent pool currently comprises an ever-growing database of 12 million candidates of highly qualified talent available in the United States. There is a dedicated team of recruiting professionals whose sole task is to constantly keep adding to this database. This provides us with a competitive edge and ensures quick turnaround time.

Our database has around **57,370+** pre-vetted consultants from the State of West Virginia. Out of which:

Classification	Number of Staffs Available (West Virginia)
Accounting Technician 2	6532
Administrative Services Assistant 1	6374
Administrative Services Assistant 2	6258
Data Entry Operator 2	6824
Executive Secretary	5619
Laboratory Assistant 3	6472
Office Assistant 2	6103
Office Assistant 3	6270
Word Processor	6245

