



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 8

[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: VS0000046398

SO Doc ID: SWC2400000006

Legal Name: Synkriom Inc

Published Date: 7/11/24

Alias/DBA: Synkriom Inc

Close Date: 7/16/24

Total Bid: \$0.00

Close Time: 13:30

Response Date: 07/16/2024

Status: Closed

Response Time: 10:20

Solicitation Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES

Responded By User ID: synkriom

Total of Header Attachments: 8

First Name: Komal

Total of All Attachments: 8

Last Name: Dangi

Email: msingh@synkriom.com

Phone: 7329615233



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 ESR07162400000000398	1

VENDOR
VS0000046398 Synkriom Inc

Solicitation Number: CRFQ 0212 SWC2400000006
Total Bid: 0
Response Date: 2024-07-16
Response Time: 10:20:38
Comments:

FOR INFORMATION CONTACT THE BUYER Mark A Atkins (304) 558-2307 mark.a.atkins@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	TEMPORARY EMPLOYEE STAFFING SERVICES	0.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
80111600			

Commodity Line Comments:

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.

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 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.

Synkriom Inc

Company



Authorized Signature

7/12/2024

Date

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



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

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1453543			Reason for Modification: ADDENDUM_1
Doc Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-08	2024-07-16 13:30	CRFQ 0212 SWC2400000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000046398

Vendor Name : Synkriom Inc

Address : 30 Knightsbridge

Street : Rd Suit 525

City : Piscataway

State : NJ **Country :** US **Zip :** 08854

Principal Contact : Komal Dangi

Vendor Contact Phone:7329615233 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *Komal*

FEIN# 811030660

DATE 7/12/2024

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

ADDITIONAL INFORMATION

ADDENDUM_1 is issued for the following:

1.To publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

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	HOURL		

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

SOLICITATION NUMBER: CRFQ 0212 SWC2400000006

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2400000006 ("Solicitation") 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 publish the Purchasing Division's response to the questions submitted by Vendors during the Technical Questioning period.

No other changes made.

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.

Question #1:	Please share the incumbent vendors and their pricing.
Response #1:	Please see Specification Section 1: PURPOSE AND SCOPE. A link to all the current contracts is available.
Question #2:	Is there any challenge fulfilling the needs with the existing contracts for related services or any specific improvements you are looking for?
Response #2:	Not a technical question. Current contracts will expire and have no remaining renewals.
Question #3:	Is there any preference for local vendor?
Response #3:	Please see items: 15, and 15A, of the Instructions to Vendors Submitting Bids document.
Question #4:	What is the exact work location and the working hours?
Response #4:	Vendor must provide workers across the entire state of WV per Specification 1 Purpose and Scope.
Question #5:	What are the overtime terms and orientation process if required for any role.
Response #5:	See Specification Section 4.1.2 Overtime, Holiday Pay, and PTO.
Question #6	Please share type of background check and drug test required.
Response #6:	<p>Please see Specification Section 4.1.7.2 & Section 4.1.8.1.1 which states: Agency will provide the type of drug testing required when requesting a temporary worker AND When a background check is required, the agency shall specify the requirements on the request form to the vendor.</p> <p>Additional information on Background Checks is provided in the General Terms & Conditions document Item #40.</p>

Question #7:	Will there be a kick-off meeting one the contract is awarded?
Response #7:	No.

Question #8:	Are questions asked here or Online?
Response #8:	See Item 4 Vendor Question Deadline in the Instructions to Vendors Submitting Bids document.
Question #9:	Exhibit A... what does Withholding rate mean in column 3? Is it our payroll taxes incurred + margins etc.
Response #9:	Per Specification Section 2.5 which states: "Withholding Rate" means any fee, tax or other sum of money required to be withheld from an employee's paycheck by federal, state, county, or municipal governing bodies.
Question #10:	Can we give all details in Exhibit A, state wise rates? 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.
Response 10:	Do not understand the question. The Exhibit A Pricing Page is for Temporary Workers to be provided to any state agency in WV using the contract. The hourly rate an agency will pay is the Total Rate provided for the worker classification requested in vendors bid submittal. Failure to complete the Exhibit A Pricing Page for each job classification bid may result in bid disqualification. For further clarification, please see Specification Section 5.2 Pricing Page.
Question #11:	What is the annual budget of the contract?

Response #11:	The State does not share budget information. However, per Specification Section 1 Purpose and Scope Subsection 1.1 NOTE: Due to the numerous and varied end users of this contract, the Purchasing Division cannot provide the actual spending amounts from the previous contracts. The State estimates yearly spending amounts to be more than one (1) million dollars per calendar year for all classifications requested in this RFQ. Estimated spend is for reference only and no future spending or usage is guaranteed.
Question #12:	How many vendors would be awarded?
Response #12:	See Specification Section 5.1 Contract Award: The Contract is intended to provide State Agency's with a purchase price for the Contract Services listed in the RFQ. The Contract award may be limited to the three (3) lowest bidders meeting the specifications in each of the job classifications. The lowest responsible bidder for a classification will receive the #1 ranking, the second lowest responsible bidder for a classification will receive the #2 ranking, and the third lowest responsible bidder for a classification will receive the #3 ranking. Agencies will begin orders by contacting the #1 ranked vendor. If the vendor is unable to provide the worker at request, then the agency will move to the next ranking until the position is filled. Under this scenario, it will be possible for a Vendor to be awarded a contract for only a portion of the temporary positions they bid on. The number of awarded contracts will be issued according to the best interest of the State.
Question #13:	Is this bid refresh? If yes, Can you share details from where we can get old proposal details?
Response #13:	Per Specification Section 1 Purpose and Scope: This solicitation is intended to replace the expiring Statewide Contract for Temporary Workers (TEMP21) expiring 07/14/2024. The TEMP21 (21A thru 21I) contracts can be viewed on the Purchasing Division's Statewide Contracts page at: http://www.state.wv.us/admin/purchase/swc/TEMP.htm
Question #14:	Is this a re-compete RFP? If yes, Could you please share the name of Current Suppliers (who are currently providing services to Agency)?
Response #14:	See Response #1.

Question #15:	Could you please share current Supplier's pricing and Proposals?
Response #15:	See Response #1.
Question #16:	When the existing contract was started, and what is the annual monetary spent value of the current contract since inception?
Response #16:	See Response #11.
Question #17:	How many resources are currently engaged in the current contract?
Response #17:	See Response #1.
Question #18:	Can you please share the no. of positions served in previous years under this contract?
Response #18:	No information available.
Question #19:	Can you please share the amount of business each vendor did under this contract in previous years?
Response #19:	The State does not have usage reports for the previous contracts. New contracts will mandate quarterly usage reports per Specification Section 4.1.13 Reports.

	See Specification Section 1 Purpose and Scope Subsection 1.1 NOTE: Due to the numerous and varied end users of this contract, the Purchasing Division cannot provide the actual spending amounts from the previous contracts. The State estimates yearly spending amounts to be more than one (1) million dollars per calendar year for all classifications requested in this RFQ. Estimated spend is for reference only and no future spending or usage is guaranteed.
Question #20:	Is there any local preference for this contract?
Response #20:	See Response #3.
Question #21:	What will be the estimated annual budget for this project?
Response #21:	See Response #11.
Question #22:	Would you be accepting references from public as well as commercial entities?
Response #22:	No.
Question #23:	Is sub-contracting required for this contract?
Response #23:	No.

Question #24	How many vendors agency is planning to select?
Response #24:	See Response #12.
Question #25:	Is there any Performance Bond for this contract?
Response #25:	No.
Question #26:	We could not find any Proposal format in the CRFQ. Is there any specific format in which the vendors should prepare their proposals for submission?
Response #26:	Please refer to the "Instructions to Vendors Submitting Bids" document for bid submission guidance.
Question #27:	Could you please list the mandatory attachments we are required to submit?
Response #27:	All documents or information required to be submitted with the bid are identified in the solicitation documents. Please refer to item #22 "WITH THE BID REQUIREMENTS" located in the Instruction to Bidders document for additional information.
Question #28:	Please confirm if Exhibit B is a required form at the time of submission. If yes, can we disregard the signature of the Temporary Worker in it?
Response #28:	Exhibit_B is optional for agencies to submit at time of worker request. This is not required with bid submission.

Question #29:	Please confirm if Appendix A (Page 81) of the CRFQ is to be submitted?
Response #29:	This should be submitted with bid but will be required prior to award.
Question #30:	Will the response to this CRFQ be evaluated by the lowest pricing to the given Job Classifications? Please provide the evaluation criteria for evaluating the bids for this CRFQ.
Response #30:	See Specification Section 5.
Question #31	Please provide us with an estimated NTE budget allocated for this contract.
Response #31:	The State does not share budget information.
Question #32:	What is the tentative start date of this engagement?
Response #32:	The current contracts expire 7/14/2024 and the State anticipates awarding contracts expeditiously .
Question #33:	What is the work location of the proposed candidates?

Response #33:	Vendor will be required to provide temporary workers for all positions provided in their bid submittal for the entire State of WV.
Question #34:	Is this a new contract or a recompetete?
Response #34:	See Specification Section 1.
Question #35:	Are the incumbents eligible to submit the proposal again?
Response #35:	Yes.
Question #36:	Are there any pain points or issues with the current vendor(s)?
Response #36:	Not a technical Question.
Question #37:	Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?
Response #37:	No.

Question #38:	How many positions were used in the previous contract?
Response #38:	See Response #19.
Question #39:	How many positions will be required per year or throughout the contract term?
Response #39:	Vendor will be required to place all workers for the positions submitted in their bid. This is an at-need contract and anticipated usage is not available.
Question #40:	If the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?
Response #40:	Approval of temporary workers and their qualification will be at the sole discretion of the agency.
Question #41:	Can we provide hourly rate ranges in the price proposal?
Response #41:	Pricing is fixed. See Specification 4.1.3 Fee Adjustment and Item #13 of the General Terms and Conditions for further clarification.
Question #42:	Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?
Response #42:	It is anticipated all work will be done onsite. However, the requesting agency will provide all necessary instructions at time of request.

Question #43:	Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?
Response #43:	No. Resumes will not be required or accepted with bids.
Question #44:	Could you please provide the list of holidays?
Response #44:	See Specification Section 4.1.2.5 WV Code §2-2-1 specifies State holidays. You may review these at: https://law.justia.com/codes/west-virginia/2011/chapter02/article2/2-2-1/
Question #45:	Are there any mandated Paid Time Off, Vacation, etc.?
Response #45:	See Specification Section 4.1.2 Overtime, Holiday Pay and PTO.
Question #46:	Is this a new contract or renewal of an existing contract?
Response #46:	See Specification Section 1 Purpose and Scope.
Question #47:	If there is an existing contract, could you please share the names of the current vendors and their pricing?

Response #47:	See Response #1.
Question #48:	In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?
Response #48:	No. But any position bid will be required for the entire State of WV. Please see Specification Section 5 Contract Award for further clarification.
Question #49:	What is the estimated budget for this contract?
Response #49:	The State does not share budget information.
Question #50:	Is it mandatory to subcontract?
Response #50:	No.
Question #51:	Could you please provide information on the daily duration of shifts required for the necessary professions? For example, the number of hours per day?
Response #51:	This is an at-need contract and the using agencies will provide all the requirements in the worker request form. See Specification Section 4.1.15 Agency Ordering Procedures for further clarification.

Question #52:	Is it mandatory to bid on all positions?
Response #52:	See Response #48.
Question #53:	Will the state be giving more preference to the vendors who will bid on all positions?
Response #53:	See Response #3.
Question #54:	Is it mandatory to have local offices where the services needed?
Response #54:	No. However it is recommended that vendors carefully read Specification Section 4.1.15 Requirements.
Question #55:	Is it mandatory to have physical office in West Virginia?
Response #55:	See Response #54.
Question #56:	Could you please share the content needed to be submitted with the proposal?
Response #56:	Please refer to the “Instructions to Vendors Submitting Bids” document for bid submission guidance.

Question #57:	Do we need to provide vendor's client references with the proposal? Please confirm.
Response #57:	No, references will not be accepted.
Question #58:	Can we provide commercial client references? Please confirm.
Response #58:	No, references will not be accepted.
Question #59:	Can we provide mix of government and commercial references? Please confirm.
Response #59:	No, references will not be accepted.
Question #60:	What communication method will be utilized for the distribution of requisitions/task orders among the vendors awarded under the contract? This includes options such as Email, VMS, or any alternative mode.
Response #60:	See Response #51.
Question #61:	In the event that the agency opts to use a VMS for requisition/task order distribution under the contract, could you please verify the name of the VMS being considered?

Response #61:	No VMS will be utilized.
Question #62:	Can you confirm whether requisitions/task orders under the resulting contract will be sent to all selected vendors?
Response #62:	See Response #51.
Question #63:	If requisitions under the resulting contract are intended for specific vendors among those awarded, how does the agency plan to determine and select those particular vendors for receiving requisitions?
Response #63:	See Response #51 and Specification Section 5 Contract Award.
Question #64:	What will be the contract start date?
Response #64:	See Response #32.
Question #65:	How many resources are currently engaged in the current contract?
Response #65:	See Response #1.

Question #66:	Can you please share the no. of positions served in previous years under this contract?
Response #66:	No information available, see Specification 1.
Question #67:	What will be the estimated annual budget for this project?
Response #67:	State does not disclose budgeting.
Question #68:	Is sub-contracting required for this contract?
Response #68:	No.
Question #69:	Please confirm the sub- contracting goal that can full fill the requirement?
Response #69:	N/A
Question #70:	How many staff requirement for each position mentioned in the RFP we can expect under this contract throughout the given term?
Response #70:	Agencies request at time of need.

Question #71:	What would be the shift timings for the given positions?
Response #71:	Agencies will give requirements at time of request/need.
Question #72:	Can you please confirm the most commonly filled positions of this contract?
Response #72:	Information not available. Vendor will be required to fill all positions submitted in their bid.
Question #73:	What would be the estimated hours per week for given positions?
Response #73:	Agencies will give requirements at time of request/need.
Question #74:	Could you please share the year wise spend of the contract?
Response #74:	See Response #1.
Question #75:	Can the state please provide the following information around usage for the previous 3 years: Historical usage (hours) by labor category Contracted staff hours by year

	Contracted rates by labor category List of state facilities that have utilized temporary staff and number of FTE's
Response #75:	Information not available. See Response 1.
Question #76:	Please provide a current breakdown of contracted staff working on full-time assignments vs per diem.
Response #76:	See Response #75.
Question #77:	What is the standard assignment length for a temporary worker?
Response #77:	Staffing needs are determined by each agency using the contract. The State permits delivery orders from each agency to last up to one year. If the agency determines the staffing need to continue, then a new delivery order will be created for up to the one-year term limit following the delivery order guidelines established in the contract.
Question #78:	What is the state's process if the (3) selected vendors are unable to fulfil a request for temporary staff?
Response #78:	See Response #51 and Specification Section 5 Contract Award.
Question #79:	Can vendors propose exceptions or redlines to contract terms? If so, when are negotiations to take place?

Response #79:	See Item #11 in the Instructions to Vendors Submitting Bids document carefully as exceptions may result in bid disqualification.
Question #80:	Will vendors face any penalties for the inability to deliver on temporary staffing request?
Response #80:	See Specification Section 10 Vendor Default and Item 19 Cancellation in the General Terms and Conditions.
Question #81:	What is the standard work week? i.e. Sunday – Saturday
Response #81:	Need will vary by Agency. Agencies will identify the workweek needed for the temporary worker at time of request.
Question #82:	Can the state please confirm the documents required to be submitted for a compliant proposal?
Response #82:	See Response #27.
Question #83:	What is the anticipated annual and total spend for this contract?
Response #83:	See Response #1.

Question #84:	What is the number of requirements expected per year?
Response #84:	Staffing needs are determined by each agency using the contract.
Question #85:	What is the average duration of assignment of temporary employees?
Response #85:	Staffing needs are determined by each agency using the contract. The State permits delivery orders from each agency to last up to one year. If the agency determines the staffing need to continue, then a new delivery order will be created for up to the one-year term limit following the delivery order guidelines established in the contract.
Question #86:	Could you please provide the list of holidays?
Response #86:	See Specification Section 4.1.2.5 WV Code §2-2-1 specifies State holidays. You may review these at: https://law.justia.com/codes/west-virginia/2011/chapter02/article2/2-2-1/
Question #87:	Are there any mandated Paid Time Off, Vacation, etc.?
Response #87:	See Specification Section 4.1.2 Overtime, Holiday Pay and PTO.
Question #88:	What are the typical working hours?

Response #88:	Staffing needs are determined by each agency using the contract.
Question #89:	How many incumbents are going to be hired from each position?
Response #89:	Talent will not be transitioned. Delivery orders are valid up to a maximum of one year from the start date of the temporary worker. At the end of the delivery order term, the agency will be required to issue a new delivery order if the staffing need continues to exist.
Question #90:	How many suppliers does the Purchasing Division intend to award?
Response #90:	See Specification Section 1 Contract Award.
Question #90:	What is the tentative start date of this engagement?
Response #90:	See Response #32.
Question #91:	When does the Purchasing Division anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?
Response #91:	Not a technical question.

Question #92:	Can you please share the amount of business each vendor did under this contract in previous years?
Response #92:	Information not available. See Specification Section 1.
Question #93:	Please confirm if we need to include the entire CRFQ document with the bid response.
Response #93:	See Response #27.
Question #94:	What are the strengths and weaknesses of your current program?
Response #94:	Not a technical question.
Question #95:	What does the Purchasing Division mean by "Withholding Rate" in Exhibit A Pricing Page? Is it mandatory to include the Withholding Rate?
Response #95:	See Response #9. Also, Per Specification 5.2 "...A vendor must complete the hourly rate paid to the Temporary Worker (Worker Pay rate), Withholding, and Overhead rates".
Question #96:	Does the Purchasing Division require anything else as a part of the bid response apart from CRFQ Form, Exhibit A Pricing Page, Page 23 of the CRFQ?
Response #96:	See Response #27.

Question #97:	Please confirm that submission of bid through wvOASIS shall suffice and does not further require hardcopy submission.
Response #97:	See Item #6 of the Instructions to Vendors document.
Question #98:	Is there any goal for this RFP? If yes, please provide the goal percentage.
Response #98:	No.
Question #99:	Please confirm if we need to provide the Certificate of Insurance after the award.
Response #99:	Yes, the Insurance Certificate should submit with bid but will be required prior to award.
Question #100:	Please confirm that "EXHIBIT_B Temporary Worker Request Form is not required with the bid response.
Response #100:	See Response #28.
Question #101:	Please provide a checklist for the items that need to be submitted with the bid response.

Response #101:	The State does not provide checklists.
Question #102:	Could you please clarify whether you require the candidate's resume to be submitted within 48 hours, or if you need the candidate to join within 48 hours?
Response #102:	Per Specification 4.1.8.2.1 resumes are not required in this solicitation.
Question #103:	If the candidate needs to join within 48 hours, would you be willing to accommodate conditional background checks, allowing the resource to start the assignment while the remaining checks are completed?
Response #103:	See Response #6. Also, per Specification 4.1.8.1.2 the State will not accept letters of attestation in lieu of actual background check result.
Question #104:	Do the vendor need to submit the bid online or bids should be hand delivered/facsimiled.
Response #104:	Online, hand delivery, mail, and facsimile are all acceptable. Emailing of bids is strictly PROHIBITED. Please see Item #6 Bid Submission section in the Instructions to Vendors Submitting Bids document for further instructions.
Question #105:	Does the vendor need to submit only the Exhibit A to be responsive to this bid?
Response #105:	See Response #27.

Question #106:	Do the vendor need to submit any responses along with the bid?
Response #106:	See Response #27.
Question #107:	Do we need to submit our response via portal? Please confirm.
Response #107:	See Response #104.
Question #108:	Is it mandatory to submit the response via hardcopy? Please confirm.
Response #108:	No. See Response #104.
Question #109:	Do we need to submit our proposal via both portal and hardcopy? Please confirm.
Response #109:	No. One format is sufficient. See Response #104.
Question #110:	Could the state please confirm if vendors are allowed to submit their proposals through wvOASIS? If so, could you kindly clarify where should responses be attached?
Response #110:	See Response #104. The State does not have any guidance on how a vendor should attach bid documents. Vendor should contact wvOasis helpdesk for any assistance needed.

Question #111:	Under section 6. Bid Submission, it states: " Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below whether in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below." However, it states later on: "For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS." Could the State kindly confirm this is not an RFP and firms are allowed to submit their bids via wvOASIS?
Response #111:	This is not an RFP. wvOasis submission is permitted.
Question #112:	Under section 8. Addendum Acknowledgement, it states: "Vendor should acknowledge the receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form." Could the State kindly clarify where should vendors attach/upload this form? Under section 8. Addendum Acknowledgement, it states: "Vendor should acknowledge the receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form." Could the State kindly clarify where can vendors find this form?
Response #112:	Addendum Acknowledgement forms will be provided with each addendum published. One is provided with this document.
Question #113:	In the event that firms are allowed to submit bids through wvOASIS, could the State please confirm if the pricing sheet should be uploaded in Excel format?
Response #113:	Pricing sheet must accompany bid. Excel and PDF are acceptable formats.
Question #114:	Could the State kindly confirm if in order to be responsive firms are required to submit only the following document: Pricing sheet (CRFQ 0212 SWC2400000006 EXHIBIT_A PRICING PAGE - Statewide)?

Response #114:	See Response #27.
Question #115:	Under section 4. MANDATORY REQUIREMENTS, it states: "4.1.9 HIPAA Business Associate Addendum: 4.1.9.1 The HIPAA requirements are attached as Exhibit_E. This must be signed by the Vendors and returned prior to issuance of any Contract." Could the State confirm if firms must submit this Exhibit along with the bid? If so, where should vendors attach/upload this document?
Response #115:	
Question #116:	Could the State please confirm if the Total Rate is the billing rate (all inclusive rate)?
Response #116:	Yes, Total Rate is the billing rate to the agency.
Question #117:	Could the State please confirm if firms are required to provide references? Could the State please confirm if in the event firms are required to provide references, are firms allowed to provide commercial references? Could the State please confirm if in the event firms are required to provide references, are firms allowed to provide references from on-going engagements?
Response #117:	See Specification Section 4.1.8 which requires references to be provided if the agency requests them. References and resumes will not be accepted with this solicitation.
Question #118:	Could the State kindly confirm if firms will be required to prove their experience after the award of contract?
Response #118:	Not required.

Question #119:	Could the State kindly confirm if firms will be required to provide references after the award of contract?
Response #119:	See Response #117.
Question #120:	Is the State looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?
Response #120:	The vendor is required to provide the temporary worker submitted in their bid response. The State is only interested in the vendor providing the worker requested for the period required.
Question #121:	Is the State looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?
Response #121:	The State is requiring temporary workers to fill vacant positions at time of need.
Question #122:	Is the State looking for staffing services?
Response #122:	See Response #120 & #121. The State strongly encourages the vendor community to read the entire solicitation documents before submitting any proposal to the State.
Question #123:	Could the State please confirm if firms are required to provide information about the key personnel (staff managing the State's account)? If so, are firms required to provide resumes?

Response #123:	See Response #117.
Question #124:	If the State has had past vendors/incumbents, is there any challenge the State has faced? Are there any improvements the State is looking for in terms of performance?
Response #124:	Not a technical question.
Question #125:	How many positions has your organization requested in the last 3 years?
Response #125:	Information not available. See Specification Section 1.
Question #126:	Will candidates work on-site? Can candidates work remotely for any of the positions requested? Can candidates work off-shore for any of the positions requested?
Response #126:	See Response #42.
Question #127:	Is any information about conversion to full-time employees requested under this solicitation?
Response #127:	See Specification Section 4.1.19.

Question #128:	If firms are subcontracting, could the State please clarify if any information about the subcontractor if necessary? If so, where should it be attached/uploaded?
Response #128:	The State will only contract with the successful bidder for each job classification based upon the award criteria. As such, the State can only be billed and pay the contract holder.
Question #129:	In the event that firms are presenting a candidate and this candidate is unavailable at the time of award/request, could the State please confirm if firms are allowed to replace it with an equally or better qualified candidate?
Response #129:	See Specification Section 4.1.15 Agency Ordering Procedures.
Question #130:	In the event that firms are required to showcase experience, are firms allowed to showcase subcontractor's experience and be responsive? Could the State please confirm if firms are allowed to meet the mandatory requirements through a subcontractor?
Response #130:	See Response #117 and #128.
Question #131:	Section, 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"? Could the State please clarify if this section is post-award?
Response #131:	As stated, this is required prior to award.
Question #132:	Is it necessary to have licenses to do business in West Virginia at the time of the submission or is required post-award?

Response #132:	All requirements to do business with the State will be required prior to award.
Question #133:	Is it required to provide the Good Standing Certificate alongside the proposal response?
Response #133:	See Response #132.
Question #134:	Could the State kindly provide information regarding the anticipated form in which task orders will be released, specifying whether it will be through email, portal, or any other designated method?
Response #134:	The State anticipates most orders placed via email, however the agency requesting the temporary worker will may contact the vendor by email, phone or fax.
Question #135:	Could the State kindly clarify the exact number of attached files needed for the response?
Response #135:	See Response #27 and #104.
Question #136:	Are there scores for the evaluation criteria? If yes, could you please disclose it?
Response #136:	Per Specification Section 5 the evaluation will be based on lowest responsible bidder per job classification.

Question #137:	Are electronic signatures allowed?
Response #137:	
Question #138:	What is the estimated budget for the contract?
Response #138:	The State does not disclose budget information.
Question #139:	Could the State please confirm the required forms that must be submitted with the proposal?
Response #139:	See Response #135.
Question #140:	Could the State please grant an extension on the due date?
Response #140:	No.
Question #141:	Is the W-9 necessary with the proposal response?
Response #141:	No.

Question #142:	Could the State please clarify the number of copies vendors need to send, considering this is a physical submission? Could the State please clarify the number of envelopes vendors are required to send?
Response #142:	Copies are not requested. Also see Response #26. And read the Instructions to Vendors Submitting Bids section for further clarification.
Question #143:	Could the State please clarify whether vendors are required to submit an electronic copy in addition to the hard copy? If yes, can the electronic copy be provided by USB?
Response #143:	See Response #26, #27, & #142. Also see Item #18 of the Instructions to Vendors Submitting Bids document for electronic file access requirements.
Question #144:	Could the State please clarify if the first page of the RFP is required to be completed and provided alongside the proposal response? If yes, in which section must be included?
Response #144:	See Response #26, #27, & #142.
Question #145:	Could the State kindly clarify if there is a mandatory goal for Small, Women-Owned, or Minority-Owned Businesses?
Response #145:	Not a technical question.
Question #146:	In case firms are submitting confidential information in the response, is it required to provide a redacted version?

Response #146:	See Instructions to Vendors Submitting Bids Item #21 and General Terms & Conditions Item #31 for information on confidential submissions.
Question #147:	Can the State kindly clarify if the section "General Terms and Conditions" is required to be signed and provided alongside the proposal response?
Response #147:	See Response #26, #27, & #142. Also, please refer to the Instructions to Vendors Submitting Bids Item #22 for instructions on “with bid” requirements.

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.

Synkriom Inc

Company



Authorized Signature

7/12/2024

Date

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



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

State of West Virginia
Centralized Request for Quote
Service - Prof

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

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000046398

Vendor Name : Synkriom Inc

Address : 30 Knightsbridge

Street : Rd Suit 525

City : Piscataway

State : NJ **Country :** US **Zip :** 08854

Principal Contact : Komal Dangi

Vendor Contact Phone: 7329615233 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *Komal*

FEIN# 811030660

DATE 7/12/2024

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	HOURL		

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

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

SOLICITATION NUMBER: CRFQ 0212 SWC2400000006

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC2400000006 ("Solicitation") 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: To publish additional information previously provided in Addendum_1.

Description of Modification to Solicitation:

1. To publish additional information to the Purchasing Division's responses provided in Addendum_1.

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.

Question #29:	Please confirm if Appendix A (Page 81) of the CRFQ is to be submitted?
Response #29:	This <u>should</u> be submitted <u>with bid</u> but <u>will be required</u> prior to award. Appendix A is Not required with bid response. Will be required prior to any contract award. However, by providing Appendix A with bid could expedite awarding of contracts.
Question #99:	Please confirm if we need to provide the Certificate of Insurance after the award.
Response #99:	Insurance Certificate <u>should be</u> submitted with bid but <u>will be required</u> prior to award. Not required with bid response but is required prior to contract award. However, by providing the COI with bid could expedite awarding of contracts.
Question #102:	Could you please clarify whether you require the candidate's resume to be submitted within 48 hours, or if you need the candidate to join within 48 hours?
Response #102:	<p>Per Specification 4.1.8.2.1 resumes are not required in this solicitation. Per Specification 4.1.15.2.3 Vendors are required to inform the requesting agency if they can provide the temporary worker in the time specified by the agency. This is not for placement of the worker in a 48-hour time period. However, once the vendor has informed the agency that a worker is available, the agency may request a resume or other documentation at that time. See Specification 4.1.15.5 for further information on agency request.</p> <p>If an agency has a need for a temporary worker <u>to be placed</u> within the first 48-hour period, they would then request an <u>emergency placement</u> under specification 4.1.15.3 which requires the vendor to expedite their response to the agency indicating their ability to fill the emergency need or issue a waiver to the agency for the next vendor to be contacted.</p>
Question #137:	Are electronic signatures allowed?
Response #137:	Yes.

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 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.

Synkriom Inc

Company



Authorized Signature

7/12/2024

Date

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

Classification	Worker Pay Rate	Withholding Rate	Overhead Rate	Total Rate*
Accounting Technician 2	\$ 39.00	\$ 4.68	\$ 11.70	\$ 55.38
Administrative Services Assistant 1	\$ 24.00	\$ 2.88	\$ 7.20	\$ 34.08
Administrative Services Assistant 2	\$ 29.00	\$ 3.48	\$ 8.70	\$ 41.18
Cook	\$ 22.00	\$ 2.64	\$ 6.60	\$ 31.24
Custodian	\$ 19.00	\$ 2.28	\$ 5.70	\$ 26.98
Data Entry Operator2	\$ 26.00	\$ 3.12	\$ 7.80	\$ 36.92
Executive Secretary	\$ 34.00	\$ 4.08	\$ 10.20	\$ 48.28
Groundskeeper	\$ 20.00	\$ 2.40	\$ 6.00	\$ 28.40
Health Service Worker	\$ 28.00	\$ 3.36	\$ 8.40	\$ 39.76
Laboratroy Assistant 3	\$ 30.00	\$ 3.60	\$ 9.00	\$ 42.60
Laborer	\$ 18.00	\$ 2.16	\$ 5.40	\$ 25.56
Mail Runner	\$ 17.00	\$ 2.04	\$ 5.10	\$ 24.14
Office Assistant 2	\$ 21.00	\$ 2.52	\$ 6.30	\$ 29.82
Office Assistant 3	\$ 24.00	\$ 2.88	\$ 7.20	\$ 34.08
Paralegal	\$ 32.00	\$ 3.84	\$ 9.60	\$ 45.44
Parking Attendant	\$ 18.00	\$ 2.16	\$ 5.40	\$ 25.56
Word Processor	\$ 23.00	\$ 2.76	\$ 6.90	\$ 32.66

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

Vendor Name: _____ Synkriom, Inc Contact Person: _____ Komal Dangi Phone #: _____ 732-208-4105 Fax #: _____ 732-384-3301 Email: _____ komal@synkriom.com Signature: _____ Komal		Date: _____ 07/11/2024
--	--	------------------------

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) Komal Dangi- CEO

(Address) 30 Knightsbridge Rd Suit 525 Piscataway, Piscataway NJ 08854

(Phone Number) / (Fax Number) 7329615233

(email address) komal@synkriom.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.

Synkriom Inc

(Company)



(Signature of Authorized Representative)

Komal Dangi- CEO 7/12/2024

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

7329615233

(Phone Number) (Fax Number)

komal@synkriom.com

(Email Address)



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
Service - Prof

Proc Folder: 1453543			Reason for Modification:
Doc Description: STATEWIDE CONTRACT -TEMPORARY STAFFING SERVICES			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-01	2024-07-16 13:30	CRFQ 0212 SWC2400000006	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000046398
Vendor Name : Synkriom Inc
Address : 30 Knightsbridge
Street : Rd Suit 525
City : Piscataway
State : NJ **Country :** US **Zip :** 08854
Principal Contact : Komal Dangi
Vendor Contact Phone: 7329615233 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *Komal*

FEIN# 811030660

DATE 7/12/2024

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

ADDITIONAL INFORMATION
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 US	No City US
WV	WV

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

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



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
Service - Prof

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

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000046398
Vendor Name : Synkriom Inc
Address : 30 Knightsbridge
Street : Rd Suit 525
City : Piscataway
State : NJ **Country :** US **Zip :** 08854
Principal Contact : Komal Dangi
Vendor Contact Phone: 7329615233 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *Komal*

FEIN# 811030660

DATE 7/12/2024

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.

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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	HOURL		

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

WV STATE GOVERNMENT

HIPAA BUSINESS ASSOCIATE ADDENDUM

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

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

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

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

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

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

- a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
- b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
- c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
- d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
- e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111th Congress (2009).

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

2. Permitted Uses and Disclosures.

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

3. Obligations of Associate.

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

f. **Support of Individual Rights.**

- i. **Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- ii. **Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
- iii. **Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR §164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
 - the date of disclosure;
 - the name of the entity or person who received the PHI, and if known, the address of the entity or person;
 - a brief description of the PHI disclosed; and
 - a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
- iv. **Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
- v. **Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

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

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

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

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

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

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

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

4. Addendum Administration.

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

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

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

5. General Provisions/Ownership of PHI.

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

AGREED:

State of West Virginia
Name of Agency: WV Purchasing Division

Signature: _____

Title: _____

Date: _____

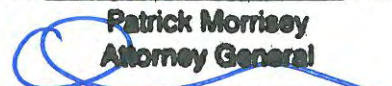
Name of Associate: Komal Dangi
(Vendor)

Signature: 

Title: CEO

Date: 7/12/2024

Form - WVBAA-012004
Amended 06.26.2013

APPROVED AS TO FORM THIS 26th
DAY OF Jun 20 13

BY Patrick Morrissey
Attorney General